

EYEMAZY FRANCHISING USA, INC.
FINANCIAL STATEMENTS
PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**EYEMAZY FRANCHISING USA, INC.
TABLE OF CONTENTS
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023**

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEET	3
STATEMENT OF OPERATIONS	4
STATEMENT OF STOCKHOLDER'S EQUITY	5
STATEMENT OF CASH FLOWS	6
NOTES TO FINANCIAL STATEMENTS	7



INDEPENDENT AUDITORS' REPORT

Stockholder
Eyemazy Franchising USA, Inc.
Dubai, United Arab Emirates

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Eyemazy Franchising USA, Inc., which comprise the balance sheet as of February 23, 2023, and the related statements of operations, stockholder's equity, and cash flows for the period from January 1, 2023 to February 23, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eyemazy Franchising USA, Inc. as of February 23, 2023, and the results of its operations and its cash flows for the period from January 1, 2023 to February 23, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Eyemazy Franchising USA, Inc. 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 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 financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Eyemazy Franchising USA, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Stockholder
Eyemazy Franchising USA, Inc.

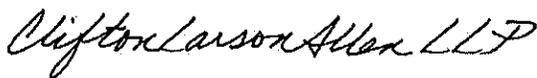
Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 Generally Accepted Auditing Standards (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 financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 Eyemazy Franchising USA, Inc.'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Eyemazy Franchising USA, Inc.'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.



CliftonLarsonAllen LLP

Tampa, Florida
April 6, 2023

EYEMAZY FRANCHISING USA, INC.
BALANCE SHEET
FEBRUARY 23, 2023

ASSETS

CURRENT ASSETS

Cash	\$ 100
------	--------

Total Assets	<u>\$ 100</u>
--------------	---------------

STOCKHOLDER'S EQUITY

Additional Paid in Capital	\$ 90
----------------------------	-------

Common Stock 1,000 Shares Authorized, Issued and Outstanding at February 23, 2023	10
---	----

Retained Earnings	<u>-</u>
-------------------	----------

Total Stockholder's Equity	<u>\$ 100</u>
----------------------------	---------------

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
STATEMENT OF OPERATIONS
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023

REVENUES	\$ -
OPERATING EXPENSES	-
Total Operating Expenses	<u>-</u>
NET LOSS	<u><u>\$ -</u></u>

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
STATEMENT OF STOCKHOLDER'S EQUITY
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023

	<u>Common Stock</u>	<u>Number of Shares</u>	<u>Additional Paid in Capital</u>	<u>Retained Earnings</u>	<u>Total</u>
BALANCE - JANUARY 1, 2023	\$ -	-	\$ -	\$ -	\$ -
Contributions	<u>10</u>	<u>1,000</u>	<u>90</u>	<u>-</u>	<u>100</u>
BALANCE - FEBRUARY 23, 2023	<u>\$ 10</u>	<u>1,000</u>	<u>\$ 90</u>	<u>\$ -</u>	<u>\$ 100</u>

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023

CASH FLOWS FROM FINANCING ACTIVITIES	
Contributions	<u>\$ 100</u>
NET CHANGE IN CASH	100
Cash - Beginning of Year	<u> -</u>
CASH - END OF YEAR	<u><u>\$ 100</u></u>

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Eyemazy Franchising USA Inc. (the Company), a wholly owned subsidiary of Eyesight International Licensing GmbH (the Parent), operates a business to sell franchises in the United States. The Company was organized in the State of Delaware in August 2022. The Company's year-end is December 31. The Company did not have any financial activity in 2022.

Basis of Accounting

The accompanying financial statements has been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

Accounting Estimates

Management uses estimates and assumptions in preparing the financial statement in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes

The Company utilizes an asset and liability approach to financial accounting and reporting of income taxes. Deferred income tax assets and liabilities are computed annually for differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates available in the periods in which differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes is the tax payable or refundable for the period plus or minus the change during the period of deferred tax assets and liabilities.

The Company follows the income tax standard for uncertain tax positions. The Company has evaluated its tax positions and determined it has no uncertain tax positions at February 23, 2023. The Company has not yet filed their 2022 income tax return.

Revenue Recognition

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Company adopted the requirements of the new guidance upon inception.

EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD FROM JANUARY 1, 2023 TO FEBRUARY 23, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising and Promotion

Advertising and marketing expenses are charged to operations in the year incurred. Advertising costs for the period ended February 23, 2023 was \$-0-.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 RELATED PARTY TRANSACTIONS

The Company shares office space and certain expenses are paid on behalf of the Company by affiliates. There is no formal agreement for the leasing of the office space or repayment of the expenses.

NOTE 3 STOCKHOLDER'S EQUITY

The Company has authorized 1,000 shares of common stock with a par value of \$.01. All shares have been issued as of February 23, 2023.

NOTE 4 SUBSEQUENT EVENTS

In preparing the accompanying financial statements, the Company evaluated events and transactions for potential recognition or disclosure through April 6, 2023, the date the financial statements were available to be issued.

EYEMAZY FRANCHISING USA, INC.
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**EYEMAZY FRANCHISING USA, INC.
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
BALANCE SHEETS	3
STATEMENTS OF OPERATIONS	4
STATEMENTS OF STOCKHOLDER'S EQUITY	5
STATEMENTS OF CASH FLOWS	6
NOTES TO FINANCIAL STATEMENTS	7



INDEPENDENT AUDITORS' REPORT

Stockholder
Eyemazy Franchising USA, Inc.
Dubai, United Arab Emirates

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Eyemazy Franchising USA, Inc., which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, stockholder's deficit, and cash flows for the years ended December 31, 2024 and 2023, and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Eyemazy Franchising USA, Inc. as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the year ended December 31, 2024 and 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Eyemazy Franchising USA, Inc. 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 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 financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Eyemazy Franchising USA, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Stockholder
Eyemazy Franchising USA, Inc.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 Generally Accepted Auditing Standards (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 financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 Eyemazy Franchising USA, Inc.'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Eyemazy Franchising USA, Inc.'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.



CliftonLarsonAllen LLP

Orlando, Florida
May 19, 2025

EYEMAZY FRANCHISING USA, INC.
BALANCE SHEET
DECEMBER 31, 2024 AND 2023

ASSETS	<u>2024</u>	<u>2023</u>
CURRENT ASSETS		
Cash	\$ 36,808	\$ 58,293
Accounts Receivable, Net	<u>34,935</u>	<u>9,500</u>
Total Current Assets	71,743	67,793
PROPERTY AND EQUIPMENT, NET		
	<u>45,850</u>	<u>16,435</u>
Total Assets	<u><u>\$ 117,593</u></u>	<u><u>\$ 84,228</u></u>
CURRENT LIABILITIES		
Due to Affiliate	\$ 92,839	\$ 74,915
Accrued Expenses	4,006	-
Deferred Franchise Fees, Current Portion	<u>11,560</u>	<u>7,600</u>
Total Current Liabilities	108,405	82,515
LONG TERM LIABILITIES		
Deferred Franchise Fees, Net of Current Portion	<u>35,103</u>	<u>28,183</u>
Total Liabilities	143,508	110,698
STOCKHOLDER'S DEFICIT		
	<u>(25,915)</u>	<u>(26,470)</u>
Total Liabilities and Stockholder's Deficit	<u><u>\$ 117,593</u></u>	<u><u>\$ 84,228</u></u>

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
STATEMENT OF OPERATIONS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
REVENUES		
Franchise Fee Income	\$ 48,349	\$ 21,217
Royalty Fee Income	53,159	8,292
Accessory Sales Income	4,500	-
Other Operating Revenue	-	21,796
Total Revenues	106,008	51,305
 COST OF SALES	 33,592	 2,500
GROSS PROFIT	72,416	48,805
 OPERATING EXPENSES		
Legal and Professional Fees	57,773	62,115
Travel and Entertainment	-	12,732
General Administrative	652	528
Bad Debt Expense	6,672	-
Depreciation	6,764	-
Total Operating Expenses	71,861	75,375
 NET INCOME (LOSS)	 \$ 555	 \$ (26,570)

See accompanying Notes to Financial Statements.

**EYEMAZY FRANCHISING USA, INC.
STATEMENT OF STOCKHOLDER'S EQUITY
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	Number of Shares	Common Stock	Additional Paid-In Capital	Retained Earnings	Total
BALANCE - JANUARY 1, 2023	-	\$ -	\$ -	\$ -	\$ -
Contributions	1,000	10	90	-	100
Net Loss				(26,570)	(26,570)
BALANCE - December 31, 2023	1,000	\$ 10	\$ 90	\$ (26,570)	\$ (26,470)
Net Income	-	-	-	555	555
BALANCE - December 31, 2024	<u>1,000</u>	<u>10</u>	<u>90</u>	<u>(26,015)</u>	<u>(25,915)</u>

See accompanying Notes to Financial Statements.

EYEMAZY FRANCHISING USA, INC.
STATEMENT OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	\$ 555	\$ (26,570)
Adjustments to Reconcile Net Income (Loss) to Net Cash Used by Operating Activities:		
Depreciation	6,764	-
Changes in Operating Assets and Liabilities:		
Accounts Receivable	(25,435)	(9,500)
Due to Affiliate	17,924	74,915
Deferred Revenue	10,880	35,783
Accrued Expenses	4,006	-
Net Cash Provided by Operating Activities	14,694	74,628
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property & Equipment	(36,179)	(16,435)
Net Cash Used by Financing Activities	(36,179)	(16,435)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions	-	100
Net Cash Provided by Financing Activities	-	100
NET CHANGE IN CASH	(21,485)	58,293
Cash - Beginning of Year	58,293	-
CASH - END OF YEAR	\$ 36,808	\$ 58,293

See accompanying Notes to Financial Statements.

**EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Eyemazy Franchising USA Inc. (the Company), a wholly owned subsidiary of Eyesight International Licensing GmbH (the Parent), operates a business to sell franchises in the United States. The Company was organized in the state of Delaware in August 2022. The Company's year-end is December 31. The Company did not have any financial activity in 2022.

Basis of Accounting

The accompanying financial statement has been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

Cash

For purposes of the statement of cash flows, the Company considers all highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Accounting Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. The Company performs ongoing credit evaluations of its customers' financial conditions and generally requires no collateral. Accounts receivables are recorded at their estimated net realizable value, net of an allowance for expected credit losses. The Company's estimate of the allowance for expected credit losses is based upon historical experience, its evaluation of the current status of receivables, current economic conditions, certain forward-looking information and unusual circumstances, if any. Expected credit losses are recorded through a charge to earnings and a credit to the allowance for expected credit losses based on its assessments. Balances that are still outstanding after management has used reasonable collection efforts are written off. Accounts receivable are presented net of the estimated allowance of \$6,672 at December 31, 2024. The Company determined no allowance was necessary at December 31, 2023.

EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

The Company capitalizes proprietary equipment used as an essential product of the business. Assets are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which is generally five years. Repairs and maintenance costs are expensed as incurred. Depreciation expense was \$6,764 and \$- for the years ended December 31, 2024 and 2023, respectively.

Impairment of Long-Lived Assets

Long-lived assets such as property, equipment, and licenses subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If this review reveals an indicator of impairment, as determined based on estimated undiscounted cash flows, the carrying amounts of the related long-lived assets are adjusted to fair value. As of December 31, 2024 and 2023, respectively, management determined that no impairment existed.

Deferred Franchise Fees

Deferred franchise fees represent franchise fees received that have not been fully earned and will be recognized in future periods.

Revenue Recognition

The Company recognizes revenue in accordance with *Topic 606, Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). *Topic 606* supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services.

The Company generates revenue primarily through service and marketing fees and franchise fees.

Royalty Revenue

The Company collects service fees, as stipulated in the franchise agreement, currently calculated as the greater of \$600 or 9% of gross sales per month. The service fees represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchisee store level sales occur, as such, as of a point in time. These fees are generally collected monthly and are included in Royalty Fee Income in the accompanying statement of operations.

EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Franchise Fees

The Company requires the entire non-refundable initial franchise fee to be paid upon the execution of a franchise agreement, which typically has an initial term of five years. Initial franchise fees are recognized ratably on a straight-line basis, until a location opens, over the term of the franchise agreement commencing upon the signing of the franchise agreement. Once a location opens, the Company recognizes revenue as described below. The Company typically does not provide financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Franchisees have the option to renew the franchise agreement at the end of the initial franchise term. When a franchisee chooses to renew their agreement, a non-refundable renewal fee is charged to the franchisee similar to the initial franchise fee.

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606)—Practical Expedient*. FASB Subtopic 952-606 creates a practical expedient allowing franchisors that are not public business entities to account for certain pre-opening services enumerated in FASB ASC 952-606-25-2 as a single performance obligation. The Company also made an accounting policy election to recognize certain pre-opening services as a single performance obligation.

Income Taxes

The Company utilizes an asset and liability approach to financial accounting and reporting of income taxes. Deferred income tax assets and liabilities are computed annually for differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates available in the periods in which differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes is the tax payable or refundable for the period plus or minus the change during the period of deferred tax assets and liabilities.

The Company follows the income tax standard for uncertain tax positions. The Company has evaluated its tax positions and determined it has no uncertain tax positions at December 31, 2024. The tax return for 2023 is subject to income tax examination.

NOTE 2 FRANCHISE SALES AND AGREEMENTS

At December 31, 2024, there were 6 locations in operation. At December 31, 2023, there were 2 locations on operation and 2 franchise agreements signed but not in operation.

EYEMAZY FRANCHISING USA, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 3 RELATED PARTY TRANSACTIONS

The Company's office space and certain expenses are paid on behalf of the Company by affiliates. There is no formal agreement for the leasing of the office space or repayment of the expenses. At December 31, 2024 and 2023, the Company had a payable to the related party of \$92,839 and \$74,915, respectively.

NOTE 4 STOCKHOLDER'S EQUITY

The Company has authorized 1,000 shares of common stock with a par value of \$.01. All shares have been issued as of December 31, 2024 and 2023.

NOTE 5 INCOME TAXES

The provision for income taxes consisted of net operating losses and temporary timing differences. At December 31, 2024, the Company had approximately \$46,000 of federal and state net operating loss carryforwards which do not expire. Based on the available objective evidence, management believes it is more likely than not that the net deferred tax asset will not be fully realizable in the near term. Accordingly, the Company provided for a full valuation allowance of approximately \$9,600 against its deferred tax asset of approximately \$9,600 at December 31, 2024.

NOTE 6 SUBSEQUENT EVENTS

In preparing the accompanying financial statements, the Company evaluated events and transactions for potential recognition or disclosure through May 19, 2025, the date the financial statements were available to be issued.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAglobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.



Eyemazy Franchising USA Inc

Balance Sheet - Accrual Basis

April 30, 2025 and 2024

	TOTAL	
	AS OF APR 30, 2025	AS OF APR 30, 2024 (PY)
Assets		
Current Assets		
Accounts receivable		
1100 Accounts Receivable (A/R)	33,728.76	9,500.00
Total Accounts receivable	\$33,728.76	\$9,500.00
1010 Cash in Bank - BOA 3719	36,070.77	54,676.49
Total Current Assets	\$69,799.53	\$64,176.49
Long-term assets		
1520 Equipment	52,613.93	34,617.87
1599 Accumulated Depreciation	(6,763.79)	
Total long-term assets	45,850.14	34,617.87
Total Assets	\$115,649.67	\$98,794.36
Liabilities and shareholder's equity		
Current liabilities:		
2700 Due To Eyemazy International (Dubai)	40,589.10	33,568.93
2710 Due To Eyesight International Licensing GmbH	48,535.06	48,535.06
2720 Due to Robin Koch	0.00	4,282.43
2800 Deferred Revenue - Current	11,560.00	7,600.00
Total current liabilities	\$100,684.16	\$93,986.42
Non-current liabilities:		
2900 Deferred Revenue - Non-Current	35,103.00	28,183.00
Total non-current liabilities	\$35,103.00	\$28,183.00
Shareholders' equity:		
Net Income	5,777.59	3,095.03
3030 Retained Earnings	(25,915.08)	(26,470.09)
Total shareholders' equity	\$ (20,137.49)	\$ (23,375.06)
Total liabilities and equity	\$115,649.67	\$98,794.36



Eyemazy Franchising USA Inc

Profit and Loss CoPY YTD - Cash Basis
For The Four Months Ended April 30th, 2025 and 2024

	TOTAL	
	JAN - APR, 2025	JAN - APR, 2024 (PY)
Income		
4030 Royalty Fees	8,259.22	10,981.59
4040 Unit Opening Fees	9,900.00	19,000.00
4070 Accessory Wholesales	1,800.00	
4090 Late Fees	1,021.04	
Total Income	\$20,980.26	\$29,981.59
Cost of Sales		
5000 COSG - Contract Labor		7,200.00
5020 COGS - Supplies and Materials	668.92	
5040 COGS - Travel	111.88	0.00
Travel - Accomodation		3,528.24
Travel - Airfare		3,071.02
Travel - Fares, Share Rides & Taxis		735.73
Total 5040 COGS - Travel	111.88	7,334.99
5050 COGS - Royalties	4,000.00	2,000.00
Total Cost of Sales	\$4,780.80	\$16,534.99
GROSS PROFIT	\$16,199.46	\$13,446.60
Expenses		
6010 Administrative & General Expenses		
A&E - Bank, CC and Merchant Charges	49.00	194.17
Total 6010 Administrative & General Expenses	49.00	194.17
6040 Dues and Subscriptions	246.10	
6065 Licenses and Permits	6.33	
6090 Professional Services		
Accounting Services	5,289.94	1,730.98
Advertising and Marketing Services		885.04
Legal Services	4,830.50	7,541.38
Total 6090 Professional Services	10,120.44	10,157.40
Total Expenses	\$10,421.87	\$10,351.57
NET EARNINGS	\$5,777.59	\$3,095.03

Note

No Insurance Provided. For Management Use Only.

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

EYEMAZY FRANCHISING USA INC.

FRANCHISE AGREEMENT

FRANCHISEE

DATE

UNIT

TABLE OF CONTENTS

	Page
EXHIBITS	vi
ARTICLE I GRANT.....	2
1.1 Grant of Franchise	2
1.2 Accepted Location.....	2
1.3 PES Unit.....	2
1.4 Your Restrictions.....	2
1.5 Relocation.....	3
1.6 Designated Territory.....	3
1.7 Our Reserved Rights.	3
1.8 Forms of Agreement.....	5
ARTICLE II SITE SELECTION, PLANS AND CONSTRUCTION	5
2.1 Your Responsibility to Locate a Site.....	5
2.2 Site Selection.....	5
2.3 Zoning Clearances, Permits and Licenses.....	6
2.4 Design of Unit.	7
2.5 Build-Out of Unit.	7
2.6 Specifications and Sources of Supply	8
2.7 Opening Date; Time is of the Essence	9
ARTICLE III TERM AND RENEWAL	9
3.1 Initial Term.....	9
3.2 Renewal Term and Renewal Agreement.....	9
3.3 Renewal Under Law.....	11
ARTICLE IV FEES	11
4.1 Initial Franchise Fee	11
4.2 Initial Inventory Spend.....	11
4.3 Unit Opening Fee	12
4.4 Royalty Fees.....	12
4.5 Global Marketing Fee.....	13 13 12
4.6 Definition of Gross Sales	13
4.7 Interest on Overdue Amounts.....	13
4.8 Other Payments	13
4.9 Reporting and Payments to Us.	14
ARTICLE V OUR OBLIGATIONS	15
5.1 Site Selection Assistance.....	15
5.2 Confidential Operations Manual; Policy Statements	15
5.3 Initial Training Program.....	16
5.4 On-Going Training.....	17
5.5 Franchisee Meetings.....	17

5.6	Field Support Services & Additional IT/Software Support Services.....	1847
5.7	Accounting, MIS and POS Systems.....	18
5.8	Pricing	18
5.9	Photoboxes	1918
5.10	Eyemazy Jewelry.....	19
5.11	Nature of Obligations	19
ARTICLE VI YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS		2049
6.1	General Representations.....	2049
6.2	Representations of Business Entity	20
6.3	Requirements of Business Entity	20
6.4	Your Participation in the Franchised Business; Keyperson; General Manager; Employees 21	
6.5	Compliance with Laws.....	22
6.6	Compliance with All Other Obligations.....	24
ARTICLE VII FRANCHISE OPERATIONS		24
7.1	Compliance with Standards.....	24
7.2	Modifications to the System.....	24
7.3	Maintenance of Unit.....	25
7.4	Health, Safety and Cleanliness of Unit.	25
7.5	Remodeling and Redecorating	2625
7.6	Requirements Concerning Programs, Products and Services.	2625
7.7	Unapproved Products and Services and/or Suppliers.....	28
7.8	Operation of Unit in Compliance with Our Standards.....	28
7.9	Complaints.....	3029
7.10	Testimonials and Endorsements.....	30
7.11	Trade Accounts.....	30
7.12	No Conflicting Agreements.....	30
7.13	Taxes	30
7.14	Government Actions.....	30
7.15	Customer Surveys; Mystery Shopper.....	3130
7.16	Adequate Reserves and Working Capital.....	3130
7.17	Hours of Operation.....	31
7.18	Inspection	31
7.19	Intellectual Property You Develop.....	31
ARTICLE VIII ADVERTISING AND RELATED FEES.....		3234
8.1	Advertising and Promotional Materials	3234
8.2	Participation in Advertising.....	32
8.3	Local Advertising	32
8.4	Global Marketing Fund	32
8.5	Advertising Cooperatives	34
8.6	Conduct of Advertising; Our Approval.....	34
8.7	Websites and Social Media	35
8.8	Advisory Council	36

ARTICLE IX MARKS	36
9.1 Use of Proprietary Marks	36
9.2 Ownership of Proprietary Marks; Limited License.....	36
9.3 Limitation on Use of Proprietary Marks	37
9.4 Notification of Infringement or Claim	38
9.5 Retention of Rights by Us	38
ARTICLE X CONFIDENTIALITY AND NON-COMPETITION COVENANTS.....	<u>3938</u>
10.1 Confidential Information.....	<u>3938</u>
10.2 Non-Competition.....	40
10.3 Failure to Comply.....	42
ARTICLE XI BOOKS AND RECORDS.....	42
11.1 Books and Records.....	42
11.2 Reports.....	<u>4342</u>
11.3 Inspections; Audits.....	43
11.4 Correction of Errors.....	43
11.5 Authorization of Us	<u>4443</u>
11.6 We Are Attorney-in-Fact.....	<u>4443</u>
ARTICLE XII INSURANCE	44
12.1 You Must Procure Insurance.....	44
12.2 Your Required Insurance Coverage	44
12.3 Insurance Requirements	<u>4544</u>
12.4 Certificates of Insurance.....	45
12.5 Renewal	<u>4645</u>
12.6 Purchase of Insurance on Your Behalf.....	<u>4645</u>
12.7 Report of Claims	46
12.8 Reservation of Rights	46
12.9 Assignment of Claims	46
12.10 No Undertaking or Representation.....	46
12.11 Failure to Purchase or to Reimburse	46
ARTICLE XIII DEBTS AND TAXES.....	46
13.1 Taxes	<u>4746</u>
13.2 Payments to Us.....	<u>4847</u>
13.3 Tax Disputes.....	<u>4847</u>
13.4 Compliance with Laws.....	<u>4847</u>
13.5 Notification of Action or Proceeding	48
ARTICLE XIV TRANSFER OF INTEREST	48
14.1 Transfer by Us	48
14.2 Transfer by You – General.....	<u>4948</u>
14.3 Assignment By You – To A Business Entity You Form	<u>5049</u>
14.4 Transfer by You – Sale to a Third Party.	50
14.5 Our Right of First Refusal.....	54
14.6 Death or Disability.	<u>5655</u>

14.7	No Waiver of Claims.....	57
14.8	Your Offer and Sale of Securities	57
14.9	Bankruptcy	58 <u>57</u>
14.10	No Waiver of our Rights	58
ARTICLE XV INDEMNIFICATION.....		59 <u>58</u>
ARTICLE XVI RELATIONSHIP OF THE PARTIES.....		60
16.1	Relationship of the Parties.....	61 <u>60</u>
16.2	Franchisee is the Sole and Exclusive Employer of its Employees.....	61
ARTICLE XVII TERMINATION		62
17.1	Automatic Termination – No Right to Cure.....	62
17.2	Termination By Us Upon Notice – No Opportunity to Cure	63 <u>62</u>
17.3	Termination By Us – Thirty Days to Cure	66 <u>65</u>
17.4	Description of Default	68
17.5	Your Failure to Pay Constitutes Your Termination of This Agreement	68
17.6	Cross-Defaults, Non-Exclusive Remedies, Etc.....	68
17.7	Continuance of Business Relations	69 <u>68</u>
17.8	Our Right to Discontinue Services to You.....	69
17.9	Amendment Pursuant to Applicable Law	69
17.10	Our Right to Send Notifications of Termination.....	69
ARTICLE XVIII FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.....		70 <u>69</u>
18.1	Further Obligations and Rights Following the Termination or Expiration of this Agreement	70 <u>69</u>
18.2	Assignment of Options by Us	72
18.3	Liquidated Damages.....	72
ARTICLE XIX OUR OPTION UPON TERMINATION OR EXPIRATION		73 <u>72</u>
19.1	Option to Purchase Your Franchised Business’s Assets, Computers and Computer and Point of Sale Systems.....	73 <u>72</u>
19.2	Appraisals.....	74
19.3	Timing	75 <u>74</u>
ARTICLE XX TECHNOLOGY.....		75 <u>74</u>
20.1	Computer Systems and Software	75 <u>74</u>
20.2	Data	76
20.3	Intranet.....	77 <u>76</u>
20.4	On-line Use of Proprietary Marks	77 <u>76</u>
20.5	No Outsourcing Without Prior Written Consent.....	77
20.6	Changes to Technology	77
20.7	Credit Cards and Other Modes of Payment.....	77
20.8	Compliance with Security Protocols	78 <u>77</u>
ARTICLE XXI SECURITY INTEREST		78
21.1	Collateral	78

21.2	Indebtedness Secured	78
21.3	Additional Documents.....	78
21.4	Possession of Collateral.....	7978
21.5	Our Remedies in Event of Default	7978
21.6	Special Filing as Financing Statement	7978
ARTICLE XXII YOUR ACKNOWLEDGMENTS.....		79
22.1	Your Acknowledgments.....	79
ARTICLE XXIII LIABILITY OF “FRANCHISEE”; GUARANTY		81
23.1	Liability of “Franchisee”	81
23.2	Guaranty	81
ARTICLE XXIV MISCELLANEOUS		8281
24.1	Notices.....	8281
24.2	Integration of Agreement	82
24.3	No Oral Modification	8382
24.4	Approvals	83
24.5	Waiver and Delay	83
24.6	Our Withholding of Consent – Your Exclusive Remedy.....	83
24.7	No Warranty or Guaranty.....	83
24.8	Our Right to Cure Defaults	83
24.9	Unavoidable Delay or Failure to Perform	8483
24.10	Continued Obligation to Pay Sums	8483
24.11	Legal Actions, Governing Law and Venue.....	84
24.12	Injunction.....	86
24.13	Our Business Judgment.....	8786
24.14	No Third-Party Beneficiaries	87
24.15	Execution in Multiple Counterparts	87
24.16	Captions.....	87
24.17	Construction and Interpretation.....	87
24.18	Survival of Terms.....	87
24.19	Severability of Provisions	8887
24.20	Joint and Several Obligations.....	8887
24.21	Rights and Remedies Cumulative	88
24.22	References	88
24.23	No Rights or Remedies Except to the Parties.....	88
24.24	Effectiveness of Agreement	8988
24.25	Modification of the System	8988
24.26	Operation in the Event of Absence or Incapacity.....	89
24.27	Step-In Rights.....	9089
24.28	Further Assurances	90
ARTICLE XXV SUBMISSION OF AGREEMENT.....		90

EXHIBITS

- A - Accepted Location and Designated Territory
- B - Collateral Assignment of Lease
- C - Ownership of Franchisee
- D - Confidentiality and Non-Competition Agreement
- E - Electronic Transfer Authorization
- F - Franchisee Disclosure Acknowledgment Statement
- G - Guaranty
- H - Americans with Disabilities Act (“ADA”) Certification
- I - Operating Certificate
- J - State Addenda to Franchise Agreement

EYEMAZY FRANCHISING USA INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “**Agreement**”) is made and entered into by and between EYEMAZY FRANCHISING USA INC., a Delaware corporation having its principal address at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates (“**Franchisor**”, “**we**”, “**us**” or “**our**”) and _____, a _____ [corporation / limited liability company / partnership] having its principal address at _____ (“**Franchisee**” “**you**” or “**your**”) on the date this Agreement is executed by us below (the “**Effective Date**”).

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliates have developed and own a unique and distinctive system (the “**System**”) for the establishment of businesses (each, a “**Franchised Business**”) that operate retail outlets in the form of either brick and mortar shops or kiosks (each, an “**Unit**”) providing decorative iris photography, offering and selling a line of Eyemazy jewelry (“**Eyemazy Jewelry**”) and selling other related programs, products and services;

WHEREAS, the System makes use of our proprietary hardware, software and processes for the capture, optimization and printing of the human iris image, transforming it into a unique & personalized work of art, showing stunning colours and 3D structures of the iris not usually apparent to the observer;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, proprietary equipment and products; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark “**Eyemazy**®” and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (the “**Proprietary Marks**”); and,

WHEREAS, you desire to acquire the right to use the System and the Proprietary Marks in connection with the operation of an Unit at a location we approve.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I

GRANT

1.1 Grant of Franchise. We hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to establish and operate a single Unit under the Proprietary Marks and the System in accordance with this Agreement. You agree to use the Proprietary Marks and the System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and only in accordance with the terms and conditions of this Agreement and any related agreements.

1.2 Accepted Location. Your Franchised Business may establish only one (1) Unit, which Unit must be located at a site we approve in advance. The specific street address of the Unit location accepted by us shall be set forth in Exhibit A (the “Location” or “Accepted Location”). You may use the Accepted Location for no other purpose than the operation of the Franchised Business. During the Term of this Agreement, we may (but need not) establish and provide you with access to a dedicated webshop (the “Webshop”), which you will then operate in accordance with our then-current System standards, for your Unit’s existing customers to place orders for products to be prepared, offered and sold by your Unit at the Accepted Location. If at any time you fail to comply with this Agreement, in addition to our other rights and remedies, we may immediately suspend your access to the Webshop.

1.3 PES Unit. If this Franchise Agreement is not for your First Franchised Business, and you have operated another Unit pursuant to another Franchise Agreement for at least twelve (12) months, and are and remain in compliance with all of your agreements, we may (but need not) agree to offer you the right to develop, open and operate a temporary popup/event/seasonable Unit (each, a “PES Unit”) under this Franchise Agreement, subject to the terms and conditions in our then-current PES Unit Addendum, the current version of which is attached to the Disclosure Document as Exhibit G.

1.4 Your Restrictions. Your Franchised Business may only offer and sell System programs, products and services in, at and from your Unit at the Accepted Location. Your Franchised Business may only engage in the retail sale of System programs, products and services. Under no circumstance may you and/or your Franchised Business:

1.4.1 Establish any physical presence at or from which System programs, products or services are offered, sold or furnished, other than your Unit at the Accepted Location.

1.4.2 Offer or sell System programs, products or services anywhere, through any means or manner other than your Unit at the Accepted Location and/or from a Webshop that we provide you access to, including alternative channels of distribution, such as the internet/worldwide web/virtual platforms (including without limitation the metaverse) and other forms of electronic commerce; engage in non-fungible token (NFTs) and other blockchain promotions; “800” or similar toll-free telephone numbers; mail order; catalogs; or, any other distribution channel whatsoever.

1.4.3 Engage in the wholesale sale or distribution of any System programs, products or services, or the programs, products, equipment, and/or services which your Franchised Business is required or permitted to use or sell under this Agreement, or any component of any of the foregoing which now or in the future constitutes part of the System. “Wholesale sale or distribution” means any sale or distribution by you to a third party for resale, retail sale, or further distribution. “Component” means any constituent part, element, segment or derivative.

1.5 Relocation. You may not relocate your Unit from the Accepted Location to another location without first obtaining our written approval for the new location and paying a relocation fee equal to \$2,100. If you relocate the Unit with our approval subject to the terms of this Section 1.5, the new location will become the “Accepted Location” of the Franchised Business. Any relocation will be at your sole cost and expense. All leases or subleases that you enter into, all plans and specifications for your relocated Unit that you adduce and all construction, remodeling, renovation or other such activity that you perform at and for the relocated Unit must be in accordance with all of the provisions of Article 2 and our then-current standards, specifications and requirements, and, unless otherwise approved by the Franchisor in writing, you will be required to open the relocated Unit at the new Accepted Location within three (3) months of the Unit's closure.

1.6 Designated Territory. Upon the execution of this Agreement, you will be assigned a protected geographical territory (the “Designated Territory”), of either one (1) mile, three (3) miles or twenty (20) miles surrounding your Location, depending on whether it falls within an urban, suburban or rural geographic area, as we determine in our sole judgement, that will be described in Exhibit A hereto. Within the Designated Territory, neither we nor any affiliate (meaning any individual or entity we control, which controls us, or which is under common control with us, together our “affiliates”) will operate or grant a franchise for a Unit business operated under the Proprietary Marks of the type franchised to you hereunder, except as provided in Section 1.7 below (“Our Reserved Rights”). These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason. Notwithstanding the foregoing, you hereby understand, acknowledge and agree that in the event we permit you to operate a Unit at a Non-Traditional Site, which we are under no obligation to do, you will not receive any Designated Territory and the restrictions contained in Section 1.6 above do not apply to Units in operation, under lease, in construction or under other commitment to open in the Designated Territory as of the Effective Date.

1.7 Our Reserved Rights.

1.7.1 You understand and agree that we and/or our affiliates may, in or outside the Designated Territory (except as we are restricted by Section 1.6 of this Agreement), engage in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities. You further understand and agree that this Agreement does not confer upon you any right to participate in or benefit from such other concepts or business activities, regardless of whether it is conducted under the Proprietary Marks or not. Our and our affiliates’ rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. We thus may engage

in, or authorize others to engage in, any form of business offering and selling any type of program, product or service except as restricted by Section 1.6 above. By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Designated Territory, so long as such other business does not sell under the Proprietary Marks the same type of programs, products or services which your Franchised Business offers and sells (except as permitted below). Further, we and/or our affiliates may (i) during the Initial Term and any renewal thereof own, operate or authorize others to own or operate Franchised Businesses at any location outside of your Designated Territory, including immediately proximate to your Designated Territory and (ii) after termination or expiration of this Agreement, operate or authorize others to own or operate Franchised Businesses at any location within your Designated Territory.

1.7.2 You further understand, acknowledge and agree that we and our affiliates alone have the right, both within and outside of the Designated Territory, to:

(a) Offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional sites, including nontraditional sites situated in your Designated Territory and identified in whole or in part by the Proprietary Marks, through the establishment of Units, mobile units or “shop in shops”, and that, by contrast, you are precluded in engaging in such activity. “Non-Traditional Sites” include: gas stations; transportation facilities, including toll roads, airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals and health care facilities; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third-party retailer (including shops, stores and department stores); schools and universities; Indian reservations; casinos; or any similar captive market or any other location to which access to the general public is restricted. You understand and acknowledge that if any Non-Traditional Site is located within the physical boundaries of your Designated Territory, then the premises of this Non-Traditional Site will not be included in your Designated Territory and you will have no rights to this Non-Traditional Site.

(b) Offer and sell within and outside your Designated Territory, and under the Proprietary Marks, any and all programs, products or services and/or their components (including those used or sold by your Franchised Business), whether or not a part of the System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; “800” or similar toll-free telephone numbers; mail order; catalogs; television sales (including “infomercials”); or, any other channel of distribution whatsoever except for a Unit in your Designated Territory.

1.7.3 In addition, you understand, acknowledge and agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business’ facilities, and that following such activity we may operate,

franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities, which may be within the Designated Territory or immediately proximate to the Designated Territory.

1.7.4 You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, directly or indirectly contending otherwise.

1.8 Forms of Agreement. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect our or your duties to comply with the terms of this Agreement.

ARTICLE II

SITE SELECTION, PLANS AND CONSTRUCTION

2.1 Your Responsibility to Locate a Site. You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Unit within the Designated Territory, and for constructing and equipping the Unit at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Unit unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Unit is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing; and, that our acceptance of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Unit operated at that site will be profitable or otherwise successful.

2.2 Site Selection.

2.2.1 If you have suggested a site which we have approved before the execution of this Agreement, then the address of that site will be set forth on Exhibit A to this Agreement as the Accepted Location. If not, then the following provisions will apply:

2.2.2 Prior to acquiring by lease or purchase a site for the Unit, but within one hundred eighty (180) calendar days of the Effective Date this Agreement, you shall locate a site for the Unit that satisfies the site selection guidelines we provide to you and you shall submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our then-current site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, maps, completed checklists, photographs, diagrams of the premises with measurements, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. You agree to use your best efforts to find an acceptable site. If you are unable to locate a site for your Unit within the time limits and following the procedures specified in this Section 2.2, then this failure will be a material and incurable breach of this Agreement.

2.2.3 We may, in accordance with Section 5.1, provide you with certain site selection assistance, at your expense. Should we provide you with such assistance, you will be

required to pay our then-current site selection assistance fee and reimburse us for the reasonable costs we incur in connection therewith (including without limitation our designees' and/or representatives' living, lodging and transportation expenses and virtual reporting costs). No site may be used for the Location of the Unit unless it is first accepted in writing by us. You acknowledge and agree that our approval of a Location for the Unit is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the Location or that your Unit will be profitable and you hereby forever waive any claim to the contrary. Our approval of a Location for the Unit only signifies that the Location meets our then-current minimum criteria for a Unit.

2.2.4 If you elect to purchase the premises for the Unit, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) calendar days after execution. If you will occupy the premises of the Unit under a lease or sublease, you shall submit a copy of the lease or sublease to us for written approval prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) calendar days after execution. Unless we otherwise approve in advance, any lease or sublease must be accompanied by a rider incorporating the requirements specified in Exhibit B to this Agreement. We shall have thirty (30) calendar days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution. If we do not communicate our approval or disapproval of a proposed lease to you within thirty (30) calendar days following our receipt of the proposed lease, and if the lease is accompanied by a Lease containing the required provisions of Exhibit B, then the lease will be considered approved. You may not, in any lease, create any obligations or grant any rights against us or our affiliates or agree to any term, condition or covenant which is inconsistent with this Agreement or any related agreement. You also acknowledge and agree that you are bound by the terms, conditions, covenants and obligations of the lease and that your failure to comply with the lease will constitute a material breach of this Agreement. You may not assign, transfer or encumber your lease or sublet all or any part of the Accepted Location without our advance written approval.

2.2.5 After a site for the Unit is accepted by us and acquired by you pursuant to this Agreement, we will insert that Accepted Location and the Designated Territory into Exhibit A to this Agreement.

2.3 Zoning Clearances, Permits and Licenses. You shall be responsible, at your own expense, for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Unit premises. Prior to beginning the construction of the Unit, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Unit, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Your indemnification of us, our affiliates and all other Franchisor Parties specified in Article 15 below applies (without limitations) to each and every activity arising from or related to the construction of your Unit. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications. You must comply with all federal, state and local laws, codes and regulations, including the

applicable provisions of the Americans with Disabilities Act (“ADA”) regarding the construction, design and operation of the Unit. In the event you receive any complaint, claim, other notice alleging a failure to comply with the ADA, you shall provide us with a copy of such notice within five (5) calendar days after receipt thereof.

2.4 Design of Unit.

2.4.1 We will loan you one (1) set of our design guidelines for a Unit. You must employ a qualified, licensed architect and/or engineer, at your expense, to develop the layout, plans and specifications for your Unit and to prepare preliminary plans and specifications for the site improvement and construction of your Unit (which must be based on the design guidelines we furnish to you). You must submit a complete set of your proposed final plans and specifications to us and obtain our written approval of them before you seek to register them with any governmental or quasi-governmental agency or begin construction of your franchised Unit. Our approval will be based on our assessment of compliance with our standards for new Units. We will not assess compliance with federal, state or local laws, rules or regulations, including the ADA.

2.4.2 If we determine, in our reasonable discretion, that your proposed final plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within fourteen (14) business days of receiving such plans. If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within fourteen (14) business days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans. You acknowledge that our review of your proposed plans relates only to compliance with the System, design guidelines and presentation of the Proprietary Marks, and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application. You understand and agree, and promise never to contend or assert otherwise, that our approval of your final plans for your Unit does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us, our affiliates and the other Franchisor Parties referenced in Article 15 below nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

2.4.3 You agree that any plans and specifications you prepare and submit to us will be irrevocably licensed to us in perpetuity. We, our affiliates and any other franchisees to which we give these plans and specifications may use them without owing you any compensation or being liable to you in any way.

2.5 Build-Out of Unit.

2.5.1 You must engage a qualified, licensed and bonded general contractor to construct your Unit and to complete all improvements. You shall commence and diligently

pursue construction or remodeling (as applicable) of the Unit. Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the Accepted Location. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by us. This information will include (without limitation and as applicable) the names, addresses and telephone numbers of your architect, civil engineer, surveyor, general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each; copies of all permits, licenses, contractor's liability insurance certificates and other similar items required for the conversion of your Unit; and, copies of all construction or remodeling contracts and documents, along with originals of all lien waivers and copies of all invoices. These requirements will also apply to any construction, remodeling, renovation or refurbishing of your Unit at any time after it opens.

2.5.2 We will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Unit's plans that you furnished to us pursuant to Section 2.4 before implementing the changes. You hereby grant us access to your Unit and Location while work is in progress. We may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. We may require any reasonable modifications of the construction of your Unit premises thereof that we consider necessary or desirable in our reasonable business judgment. If you fail to promptly begin the design, construction, equipping and opening of your Unit with due diligence, we may elect to terminate this Agreement immediately upon notice to you. All signs at your Unit must conform to our sign criteria, unless you demonstrate good cause and we consent in writing to such non-conformance.

2.5.3 When construction is complete and before you open your Unit: (A) your architect and general contractor must provide us with a certificate stating that the as-built plans for the Unit fully complies with the ADA; the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Unit and the Location, including any requirements set forth in the lease for the Location and any building codes, fire codes and permit requirements; and (B) you must provide us with a completed ADA certification substantially in the form of Exhibit H to this Agreement.

2.5.4 You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) calendar days prior to such date. We will have the right, but not the obligation, to conduct a final inspection of the completed Unit before it opens. We may require any corrections and modifications we consider reasonable and necessary to bring the Unit into compliance with the plans and specifications we approved. The Unit will not be allowed to open if the Unit does not conform to the approved plans and specifications, including changes thereto that we may approve. You acknowledge and agree that you will not open the Unit for business without our written authorization and our execution of an operating certificate ("Operating Certificate"), which shall be issued on the Opening Date.

2.6 Specifications and Sources of Supply. We will loan you one (1) set of our design guidelines for a Unit. You may purchase such items from any source, so long as the items

purchased are in strict accordance with any specifications concerning the item which we may have issued in the design guidelines, Manual or otherwise. You must obtain our advance written consent before deviating in any fashion from our specifications. We may (but need not) recommend sources of supply for your Unit's furniture, fixtures, equipment, signs and/or other trade dress elements; however, these recommendations will be optional. We reserve the right to be (and earn a profit as) an recommended source for certain of your Unit's furniture, fixtures, equipment and/or other trade dress elements. All signs at your Unit must conform to our sign criteria.

2.7 Opening Date; Time is of the Essence. You must open the Unit and commence business within twelve (12) months after: (i) the effective date of this Agreement, or (ii) the date we approved the site for the Unit, whichever shall occur first. You acknowledge that time is of the essence. The date the Unit actually opens for business to the public is herein called the "Opening Date". Prior to opening, you shall complete all exterior and interior preparations for the Unit, including installation of equipment, fixtures and signs, pursuant to the plans and specifications reasonably approved by us, and comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 2.2 through 2.7, to our reasonable satisfaction. We may immediately terminate this Agreement with no opportunity to cure, if you fail to open your Unit within the timeframe required above, subject to Force Majeure (as defined in Section 17.2.5). An Operating Certificate must have been executed by both Parties on the Opening Date. You may not open your Unit to the public without a fully signed Operating Certificate.

ARTICLE III **TERM AND RENEWAL**

3.1 Initial Term. Unless sooner terminated as provided in Article 17 hereof, the initial term of this Agreement shall begin on the Effective Date hereof and continue for a period of five (5) years (the "Initial Term").

3.2 Renewal Term and Renewal Agreement. You shall have an option to enter into one (1) Renewal Franchise Agreement featuring a term of five (5) years (the "Renewal Term"), if you have complied with the conditions and procedures for renewal specified in Sections 3.2.1 and 3.2.2 below. The Renewal Term will begin on the date that the Initial Term expires and the Renewal Franchise Agreement will supersede this Agreement. Renewal Franchise Agreements will not take the form of an extension of this Agreement; but, instead, will each take the form of our then-current franchise agreement and may materially vary from this Agreement in all respects, except that no "initial franchise fee" will apply to you; the boundaries of your Designated Territory will remain the same; you will have no additional right of renewal; and, the Royalty Fee on renewal will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees.

3.2.1 Conditions to Renewal. Your right to enter into a Renewal Franchise Agreement will be conditioned on the following:

- (a) Throughout the Initial Term of this Agreement and at the time of renewal, you must have performed all of your material obligations and been in full

compliance with the terms of this Agreement, the Manual and other agreements between you and us or our affiliates.

(b) At the time of renewal, you must be current on the payment of all monetary obligations to us and any of our affiliates and at all times during the preceding twelve (12) months you must have been current on the payment of all monetary obligations to the lessor or sublessor of your Unit and any material third-party supplier of yours.

(c) Before commencement of the Renewal Term, you must refurbish, redesign, remodel, upgrade and/or renovate your Unit as we require in order for your Unit to meet our then-current standards and image for Eyemazy® outlets.

(d) You or your General Manager (as applicable) and any other management and staff we designate must attend and successfully complete any training that we may reasonably require, at your expense.

(e) You must pay to us a renewal fee equal to 20% of our ~~then~~-current aggregate initial franchise fee and unit opening fee (i.e., \$4,500).

(f) You must be able to renew the lease for your Unit on terms acceptable both to you and us, or lease a substitute a Location acceptable to and approved by us, without any interruption of business in compliance with the terms of Section 1.5.

(g) You must execute our then-current form of general release running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders. This general release will not release us from any future claims related to any Renewal Franchise Agreement but will release us from any and all claims you may have related to this Agreement.

If you have satisfied these conditions, then, unless we have decided to no longer offer, sell or grant new franchises or to renew franchise rights (or we are in the process of implementing that decision), we will provide you with a Renewal Franchise Agreement in the manner specified in the following section.

3.2.2 Renewal Procedures. You must exercise your renewal right under this Agreement in the following manner:

(a) You must notify us in writing no more than nine (9) months and no less than six (6) months before the expiration of the Initial Term of this Agreement of your desire to enter into a Renewal Franchise Agreement.

(b) Within thirty (30) calendar days after our receipt of your notice, we will deliver to you a copy of our then-current franchise disclosure document (if we are then legally required to do so) and a copy of your Renewal Franchise Agreement in a form ready to be executed by you (together, the “Renewal Package”). You must acknowledge receipt of the Renewal Package in any fashion that we reasonably specify.

(c) No sooner than fifteen (15) calendar days, but no later than twenty-five (25) calendar days, after you receive our Renewal Package, you must execute the Renewal Franchise Agreement and return it to us.

(d) If you have exercised your renewal right as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to renewal identified in Section 3.2 above, then we will execute the Renewal Franchise Agreement previously executed by you and will, deliver one (1) fully executed copy of your Renewal Franchise Agreement to you.

(e) Time is of the essence with regard to this Section 3.2. If you do not perform any of the acts or deliver any of the writing required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Renewal Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.

3.3 Renewal Under Law. If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

ARTICLE IV

FEES

4.1 Initial Franchise Fee. You shall pay to us an initial franchise fee of ~~Eleven Thousand and Two-Hundred and Fifty Dollars Nine Thousand Nine Hundred Dollars (\$9,900)~~ (\$11,250) (the “Initial Franchise Fee”). The Initial Franchise Fee includes the cost for us to loan you one of our proprietary Photoboxes (as described in Section 5.9 below). The Initial Franchise Fee shall be paid upon the execution of this Agreement, less any amount applied by us from a development fee heretofore paid to us by you pursuant to a multi-unit development agreement, if applicable. The Initial Franchise Fee is not refundable and shall be deemed fully earned when paid in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party, and not in exchange for any particular programs, products, services or assistance. In addition to the Initial Franchise Fee, we reserve the right to charge a legal, administrative and accounting fee of Three Thousand Dollars (\$3,000), payable in one lump sum upon execution of the Franchise Agreement (“Admin Fee”). If we decide, in our sole discretion, to charge an Admin Fee, the Admin Fee will be nonrefundable and deemed fully earned when paid.

4.2 Initial Inventory Spend. You shall purchase from us, our affiliate or our designee, an initial minimum inventory of Eyemazy Jewelry for resale in your Unit in the amount we designate, currently approximately One Thousand Eight Hundred Dollars (\$1,800) (the “Initial Inventory Spend”). The Initial Inventory Spend is payable in one lump sum upon

execution of the Franchise Agreement. The Initial Inventory Spend may not be the maximum amount you will spend on initial minimum inventory of Eyemazy Jewelry, for example, if the costs of the initial minimum inventory increase from time to time, or if you decide to purchase a greater quantity of Eyemazy Jewelry than we require. The Initial Inventory Spend is nonrefundable and shall be deemed fully earned when paid.

4.3 Unit Opening Fee. You shall pay to us an unit opening fee of Eleven Thousand and Two-Hundred and Fifty Dollars (\$11,250) ~~Nine Thousand Nine Hundred Dollars (\$9,900)~~ (the “Unit Opening Fee”). The Unit Opening Fee shall be paid upon delivery of an Operating Certificate . The Unit Opening Fee is not refundable and shall be deemed fully earned when paid in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party, and not in exchange for any particular programs, products, services or assistance.

4.4 Royalty Fees. During the Initial Term of this Agreement, you shall pay to us a continuing monthly royalty fee (“Royalty Fee”) equal to the greater of (a) \$600 (the “Minimum Monthly Payment”) or (b) Nine Percent (9%) of the Unit’s Gross Sales (as defined in Section 4.6 below), provided, however, if you are signing this Agreement pursuant to an Area Development Agreement with us under which you have committed to develop at least four (4) Eyemazy Units, and this Agreement is for the development of the Unit pursuant to such Area Development Agreement, then the Royalty Fee will be the greater of the Minimum Monthly Payment or Seven Percent (7%) of the Unit’s Gross Sales.

4.4.1 The Royalty Fee shall be due and payable each month based on the Gross Sales for the preceding month so that it is received by us by electronic funds transfer by no later than ten (10) calendar days from the date of our invoice to you specifying the amount owed, provided that such day is a business day. If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day. The Royalty Fee is solely in consideration of our granting you the franchise conferred by this Agreement and is not in exchange for any particular goods, services or assistance we may furnish you.

4.4.2 If at any time the Royalty Fee for your Franchised Business falls below the Minimum Monthly Payment for at least six (6) consecutive months, we shall have the right, but not the obligation, at its discretion to: (a) require you to submit to us for our approval a recovery plan in such format we prescribe; and/or (b) at our expense, provide access to a manager to assist with running the failing Unit for such period as we deem appropriate provided that we shall be entitled to a management fee equal to the reimbursement of our manager’s annual salary (plus benefits), plus his or her travel, lodging, meals and related expenses, plus 20% to compensate us for the temporary loss of our staff member. If we exercise this right, we shall have no liability for the acts or omissions of any such manager. In the event that the remedies in Section have been implemented, but they have failed improve performance (i.e. the Unit is consistently failing to generate a monthly Gross Sales which produces a Royalty Fee equal to or in excess of the Monthly Minimum Payment) within six (6) months of the implementation, we shall have the right, but not the obligation, at our discretion to terminate this Agreement with immediate effect on notice.

4.5 Global Marketing Fee. If and when we establish a Global Marketing Fund, then upon notice, you shall pay to us a monthly global marketing fee (“Global Marketing Fee”) during the Initial Term of this Agreement in an amount equal to one percent (1%) of the Unit’s prior month’s Gross Sales. The Global Marketing Fee shall be contributed to a Global Marketing Fund maintained by us or our affiliate, as described in Section 8.4 below. The Global Marketing Fee is payable to us at the same time and in the same manner as the Royalty Fee.

4.6 Definition of Gross Sales. “Gross Sales” means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of your Franchised Business and/or Unit, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), on credit (whether or not you ultimately receive payment on credit transactions), or otherwise. Gross Sales specifically includes, without limitation, revenues and income you receive from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. You may deduct from Gross Sales, to the extent they had been included in your calculation of Gross Sales, documented refunds, charge backs, credits and allowances that you give in good faith to customers; proceeds from property damage or liability insurance; and proceeds from any civil forfeiture, condemnation, or seizure by government entities. You may also deduct from Gross Sales all sales taxes or similar taxes which you legally charge to customers if you add the taxes when you charge the customer; send the tax payments to the appropriate tax authorities when due; furnish us within thirty (30) calendar days of payment an official receipt for the payment of the taxes or any other evidence that we reasonably consider acceptable; and, state in the monthly report required by Section 4.9 of this Agreement the amount of all these taxes and the payments to which they relate. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination.

4.7 Interest on Overdue Amounts. Any payment or report not actually received by us on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by applicable law, but not less than One Hundred Dollars (\$100) per occurrence. This provision does not constitute consent to late payments or an agreement to extend credit. If you are delinquent in any required payment, we or our affiliate may apply any payment from you to any obligation due in whatever order and for whatever purposes as we determine, whether or not there is any contrary designation by you. You may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance or breach of any of our or our affiliates' obligations under this or any other agreement.

4.8 Other Payments. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third-party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third-party designees) because we, our affiliates and/or our third-party designees (as applicable) have furnished programs or services to you, collected any fee from you, licensed our Proprietary Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become obligated to pay on your behalf

for any reason; (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

4.9 Reporting and Payments to Us.

4.9.1 Each such Royalty Fee shall be preceded by a monthly report itemizing the Gross Sales for the preceding month (“Monthly Report”) by the fifth (5th) day of each month (or next business day if such day is not a business day). The Monthly Report will consist of a statement reporting all Gross Sales for the preceding month, a breakdown of the source of such Gross Sales (including shop sales, online sales and additional sales) and your calculation of the Royalty Fee and Global Marketing Fee due thereon, all in the manner and form we prescribe. You must manually or electronically sign the Monthly Report as we direct. We reserve the right to require you to file your Monthly Reports electronically or through any now or hereafter developed mode of communication and/or data transmission (including through the “Eyemazy Hub”). You also agree to furnish to us any other financial or non-financial data that we request concerning the activity of your Franchised Business in the form, manner and frequency that we request it.

4.9.2 If you do not report the Franchised Business' Gross Sales, we may debit your account for 120% of the last Royalty Fee and Global Marketing Fee we debited. If the Royalty Fee and Global Marketing Fee we debit are less than the Royalty Fee and Global Marketing Fee you actually owe to us, once we have been able to determine the Franchised Business' true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and Global Marketing Fee we debit are greater than the Royalty Fee and Global Marketing Fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account for the next payment due.

4.9.3 By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account by electronic funds transfer (“EFT”) in the amount of the Royalty Fee, Global Marketing Fee and any other payments due to us and/or our affiliates. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. If payments are not received when due, interest may be charged by us in accordance with Section 4.7 above. Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion. We reserve the right to change the required transmission of these and any other payments required under this Agreement to direct account debit or other similar technology now or hereafter developed to accomplish the same purpose. You agree to deposit and maintain at all times sufficient funds to cover all fees and payments you owe to us and our affiliates in a segregated bank account (the “Bank Account”) that you form and maintain for the Franchised Business and Unit. The Bank Account must have the capacity to make payments through the means we designate, and you must sign all documents required by your bank, our bank and us or for approval and implementation of the debit or transfer process. You may not change the Bank Account without our advance written approval. You agree to pay all costs of direct account debit, electronic funds transfer or other similar technology we designate. You agree, upon our request,

to execute and provide us with an electronic transfer authorization document in the form of Exhibit E to this Agreement.

4.9.4 You understand and acknowledge that we have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalty Fees, Global Marketing Fees and other amounts payable to us under this Agreement.

4.9.44.10 **CPI Adjustment.** We will have the right to make inflation adjustments to the fixed-dollar amounts under this Agreement (but not the Initial Franchise Fee, except if you sign an Development Agreement, in which case the second or subsequent Franchise Agreement you sign with us may have an Initial Franchise Fee that has increased based on cumulative CPI adjustments) if there are changes in the Index from the year in which you signed this Agreement. “Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistics (“BLS”) (1982-84=100; all items; CPI-U; all urban consumers). If the BLS no longer publishes the Index, then we can designate a reasonable alternative measure of inflation.

ARTICLE V

OUR OBLIGATIONS

We agree to provide the services described below with regard to the Unit:

5.1 Site Selection Assistance. We may, but are under no obligation to, assist you in the selection of the site for your Unit. If we elect to assist you in locating a site for your Unit, you will be required to pay our then-current site selection assistance fee, up to a maximum of \$4,000 for 5 days, and reimburse us for the reasonable expenses we (or our designees or representatives) incur in connection with providing such assistance, including, without limitation, the costs of travel, lodging and meals.

5.2 Confidential Operations Manual; Policy Statements. We will lend you one (1) copy of our confidential operating manual in digital electronic format (the “Manual”). The Manual may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual’s contents. The Manual may, in our discretion, be provided electronically or via an intranet website for all Units in the System. The Manual will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your Franchised Business. To protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you shall conduct your business in accordance with the Manual, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manual, and any other manuals and materials created or approved for use in the operation of the Franchised Business.

The Manual, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement. We have the right to prescribe additions to, deletions from or revisions of the Manual (the “Supplements to the Manual”), all of which will be considered a part of the Manual. All

references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you.

You acknowledge that we are the owner of all proprietary rights in the Manual and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Manual other than a license to use it and comply with it during the Initial Term and any renewal thereof of this Agreement. You agree to ensure at all times that your copy of the Manual is current and up-to-date. If there is any dispute as to your compliance with the provisions of the Manual and any Supplements to the Manual, the master copy of the Manual and any Supplements to the Manual maintained at our principal office will control.

In addition to the Manual, we may issue policy statements designed to provide you with information and/or insight as to our current thinking about various business issues or strategies. Policy statements are not part of the Manual, are not contracts and do not create any contractual or other binding obligation on either you or us.

You shall at all times treat the Manual, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 5. You shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Unit and are required to at all times keep such Manual secure. You shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available or provide access to same to any person other than those authorized above.

5.3 Initial Training Program. Your Keyperson, General Manager and employees must attend and successfully complete, to our reasonable satisfaction, our initial training program (the "Initial Training Program"). The Initial Training Program will be approximately eight (8) calendar days in duration, and will include: (a) one (1) calendar day of initial online training (which must be successfully completed by your Keyperson or General Manager immediately after the execution of this Agreement); (b) five (5) calendar days of on-site pre-opening training at your Unit (which must be successfully completed by all of your employees one week prior to the opening of your Unit); and (c) two (2) calendar days of on-site opening assistance and training (which we will furnish to you in connection with the Unit opening and during which all of your employees must be present). If you do not operate a brick and mortar shop (but instead, a kiosk), you must provide a meeting room or other comparable facility at your sole cost and expense in order to set up the equipment so that we can conduct the on-site pre-opening training portion of the Initial Training Program. Once your employees have completed on-site pre-opening training at your Unit, our on-site opening assistance begins and the Unit opens for business.

If the Initial Training Program is not completed within the timeframe required by us is not satisfactorily completed by the required trainees, or if we, in our reasonable business judgment, based upon the performance of the trainees, determine that the Initial Training Program cannot be satisfactorily completed by any such person, then that person may re-enroll in

our next scheduled Initial Training Program at no additional charge. We will have the right to terminate this Agreement if, following your Initial Training Program (including re-enrollment training), we determine that any of the required trainees have failed to attend or successfully complete our Initial Training Program to our satisfaction, in our business judgment. This failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure and no refund.

Training for your Keyperson and General Manager is included in the Unit Opening Fee. However, you must pay your trainees' expenses, including their salaries, travel, lodging, meals and wages, and must reimburse us for our trainers' expenses, including travel, lodging, and meals.

We reserve the right at all of our training programs to determine the duration of such programs, what subjects are included in the curriculum of our training programs and to train any number of individuals from any number of businesses, whether franchised or otherwise affiliated with us, at the same time. Under no circumstance will you be compensated for any work your trainees may perform or services your trainees may render in the course of participating in any of our training programs. We reserve the right to furnish our training programs by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming, or through other now or hereafter developed media).

5.4 On-Going Training. We reserve the right to develop and conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Unit, which we may require you or your Keyperson and General Manager and/or other Unit personnel to attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs. We reserve the right to furnish such programs by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming, or through other now or hereafter developed media). You agree to pay all of the expenses incurred by your trainees or attendees in connection with any additional training programs we develop, including their salaries, travel costs, meals, lodging and other living expenses, but we will not charge any fee for this training.

In addition to the on-site opening assistance that is part of our Initial Training Program, from time to time, you may request on-site training or assistance at any time in accordance with guidelines we may specify in the Manual or otherwise, and/or we may determine in our sole judgement that you require additional on-site opening assistance. We will not be obligated to provide additional on-site training or assistance, but if we elect to do so, you will be required to pay our then-current on-site training fee, up to a maximum of \$2,100 for 3 days, due thirty (30) calendar days after billing, plus reimburse us for the costs of travel, lodging, and meals incurred by our trainers in connection with same. The timing of all advice, consultation and training provided for in the Franchise Agreement will be subject to the availability of our personnel.

5.5 Franchisee Meetings. We may (but need not) hold annual franchisee meetings (on a regional, national basis and/or international basis) in order to provide additional training, introduce new products or changes to the System, or for other reasons we believe prudent. We will determine the duration, curriculum and location of these meetings. We reserve the right to

designate that attendance at any franchisee meeting is mandatory for you, your Keyperson, General Manager, and/or other Unit personnel.

5.6 Field Support Services & Additional IT/Software Support Services. After you open your Unit, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel. We are not obligated to provide additional field support services, supervision and/or assistance, but if we consider it advisable and we elect to do so, you may be required to pay our then-current additional per diem or hourly fee, up to a maximum of \$540 for 6 hours per day, for such additional support services and assistance, plus our costs if provided through an on-site visit. If you request and we provide additional software support services beyond the help and support we provide at no charge, such as individual design services or general IT and software support, we can charge your our then-current additional support services fees and require you to pay our then-current fees associated therewith, up to a maximum of \$540 for 6 hours per day.

5.7 Accounting, MIS and POS Systems. We may, but need not specify the electronic and/or written accounting and management information system (“MIS”), procedures, formats and reporting requirements which you will utilize to account for your Franchised Business; maintain your financial records and Unit data; and, generate reports for both you and us. In addition to operating reports, payroll, cash management and general ledger accounts, these systems may be tailored to provide computerized point-of-sale (“POS”) scanning and invoice entry and/or automated “smart phone” (or other) customer purchase tracking/payment transactions. You will be solely responsible for performing all bookkeeping, recordkeeping and accounting duties prescribed under this Agreement or in the Manual and for bearing the costs of these activities.

5.8 Pricing. You may not charge excessive prices which might bring the Franchised Business or the Proprietary Marks into disrepute. You must ensure that prices charged to customers are reasonable taking into account charges for similar products or services in the Territory. We have no obligation to assist you in establishing prices for products and services. However, if we determine to do so, we may exercise rights concerning franchisee pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, for example prescribing the maximum and/or minimum retail prices which you may charge customers; recommending the prices you charge customers; advertising specific retail prices for some or all products or services sold by your Unit, which prices you will be compelled to observe; engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which your Unit may charge the public. We may also require you to participate in any short-term lower-price campaign, lasting no more than six (6) weeks, involving us, our affiliates and one or more of our other Eyemazy franchisees, and, during such campaign, shall set prices that are the subject of the campaign at the level we require. Your obligation to comply with any prices we specify as part of such a campaign shall, unless we notify you of an earlier date, come to an end on the date

falling six (6) weeks after the date on which the campaign commenced. We may do so only in certain geographic areas (cities, states, regions) and not others, or with regard to certain groups of franchisees and not others. Any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Unit.

5.9 Photoboxes. Prior to commencing operations of your Franchised Business, we will loan you one single proprietary photobox and one (1) to two (2) keypads (collectively, the “Photobox”) at no additional charge for use solely and exclusively in connection with the Franchised Business and Unit. We will provide continuing technical and operational support to ensure that the Photobox and editing hardware and software and functioning correctly. In the event the Photobox breaks or malfunctions through no fault or negligence by you, we or our designee will provide repair or replacement services for Photobox at our sole cost and expense, so long as you return the damaged Photobox to us, subject to those further requirements and protocols set forth in the Manual. We may also require you to perform minor maintenance and repair tasks under our instructions / supervision as we may require. You will be responsible for any damage to the Photobox caused by your fault or negligence and/or for the loss or theft of the Photobox, which will be promptly reimbursed by you to us (at the fair market value cost thereof). You shall be solely and exclusively responsible for obtaining and maintaining any and all equipment, licenses and ancillary services needed to connect to, access or otherwise use the Photobox, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers. The right to use the Photobox lasts only for the duration of the Term of this Agreement. You understand, acknowledge and agree that we maintain ownership of and a security interest in the Photobox and, therefore, (i) you may not sell, transfer, pledge, gift, loan, or otherwise convey the Photobox or any interest in the Photobox to any third party and (ii) on expiration or sooner termination of this Agreement, you will be required to return the Photobox to us at your sole cost and expense and we reserve the right to repossess same, also at your sole cost and expense. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS SET FORTH ABOVE, WE DISCLAIM ALL IMPLIED WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND THE PHOTOBX AND ANY USE THEREOF, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR INDIRECT, WILLFUL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PHOTOBX, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

5.10 Eyemazy Jewelry. Prior to commencing operations of your Franchised Business, we will sell you an initial inventory of Eyemazy Jewelry pursuant to Section 4.2 of this Agreement. During the term of the Agreement, we will continue to sell you the Eyemazy Jewelry for resale as long as the Eyemazy Jewelry remains a part of our System.

5.11 Nature of Obligations. All our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

ARTICLE VI
YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 General Representations.

6.1.1 You covenant and agree to make all commercially reasonable efforts to operate the Unit so as to achieve optimum sales.

6.1.2 This Agreement will be binding upon you and your successors and assigns when executed.

6.1.3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

6.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

6.1.5 Neither you nor any of your owners are a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

6.1.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

6.2 Representations of Business Entity. If you are a corporation, limited liability company, partnership, or any other type of business entity, you represent, warrant and covenant that: (i) you are duly organized and validly existing under the state law of your formation; (ii) you are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification; and, (iii) the execution of this Agreement and the consummation of the transactions contemplated hereby are within your power under your governing and operating agreements and have been duly authorized by you.

6.3 Requirements of Business Entity. You agree that you must comply with the following requirements (which will also apply to any assignee of this Agreement which is a business entity):

6.3.1 Your corporate charter, operating agreement, or written partnership agreement must at all times provide that your activities are confined exclusively to the operation of the Unit;

6.3.2 You must furnish us with all of your formation, organizational and governing documents; a schedule of all owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).

6.3.3 You must accurately and completely describe all of the ownership interests in you in Exhibit C. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein and secure our prior written consent regarding such change.

6.3.4 The articles of incorporation, articles of organization, articles of partnership, partnership agreement, articles of association, memorandum of association, and/or other organizational documents of, and the bylaws, operating agreement, partnership agreement or other governing documents of your business entity must recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in this Agreement. All issued and outstanding stock certificates or ownership interest certificates of your business entity must bear a legend referring to the restrictions in this Agreement substantially in the following form:

“The transfer of this certificate is subject to the terms and conditions of one or more Franchise Agreements entered into with Eyemazy Franchising USA Inc. Reference is made to the provisions of said agreements and to the articles/charter and bylaws/operating agreement of this company.”

6.3.5 The entity may not use the Proprietary Marks or any confusingly similar words or symbols, in the entity’s name. In particular, Franchisee may not use the words “Eyemazy®”, “Eyemazy International”, “Eyemazy Franchising USA Inc.”, or any variant as part of its business entity name.

6.3.6 In accordance with Section 23.2, each of your owners must unconditionally guarantee Franchisee’s full and timely compliance with the terms and performance of its obligations hereunder by signing a continuing guaranty in substantially the form attached as Exhibit G to this Agreement. A material breach of any such continuing guaranty is a material breach of this Agreement.

6.3.7 Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge or other security interest in respect of any of your business entity’s shares, equity interests or other ownership interests without our prior written consent. Any violation of the preceding restriction will give us the right to terminate this Agreement immediately upon notice to you.

6.4 Your Participation in the Franchised Business; Keyperson; General Manager; Employees. Unless we otherwise permit in writing, one of your owners (the “Keyperson”) must personally supervise and participate in the day-to-day operation of the Unit

and to devote his or her time, attention and best efforts to the performance of your obligations under this Agreement, all ancillary documents relating to this Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate), must have full power and authority to deal with us on your behalf and to implement the requirements of the Manual and this Agreement together with any other formal or informal requests from us, and must attend and successfully complete the Initial Training Program.

In addition, you must designate and retain at all times a minimum of one (1) general manager (“General Manager”) acceptable to us to direct the operation and management of the Unit. The General Manager shall be responsible for the daily operation of the Unit and each may be one of your owners. The proposed General Manager must demonstrate to our satisfaction (both at the time of approval and on a continuing basis thereafter) that he/she satisfies our educational, managerial and business standards; has the aptitude and ability to conduct, operate and supervise your Unit; and must devote full time and commercially reasonable efforts to the supervision and management of the Unit. The General Manager must successfully complete the Initial Training Program. The Keyperson may, but need not, serve as the General Manager.

Upon the death, disability or termination of employment of your General Manager for any cause or reason, you must immediately notify us. You must designate a successor or acting General Manager promptly and, in any event, no later than ten (10) calendar days following the death, disability or termination of the predecessor General Manager. The above protocols and procedures governing your proposal and our approval of your initial General Manager shall apply to any successor General Manager you may propose. Any successor General Manager must possess those credentials set forth in our Manual, must attend and successfully complete our next scheduled Initial Training Program and must attend and successfully complete such other reasonable training at such times as we may specify, all at your expense. The failure to employ and train a successor General Manager will constitute a material breach of this Agreement.

In addition to the foregoing, you agree to maintain a competent, conscientious, trained staff in sufficient numbers as we require so that you may promptly, efficiently and effectively service customers. You alone are solely responsible for the acts and omissions of your employees and agents, including, without limitation, your Keyperson and your General Manager, and for the hiring, firing, setting hours for and supervising all of your employees and establishing employment policies applicable to your employees, and you understand and agree that this Agreement does not impose any controls, or otherwise impinge, on your sole discretion to make all employment-related decisions. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Proprietary Marks in any way shifts employee or employment-related responsibility from you to us.

6.5 Compliance with Laws.

6.5.1 You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Franchised Business in strict compliance with all laws, rules, regulations, ordinances, policies and procedures of any federal, state, county, municipal or local governmental or quasi-governmental agency, commission and/or authority which govern the construction or any element of the operation of your

franchised Unit and Franchised Business. You also agree to obtain and keep in good standing all licenses, permits and other governmental consents and approvals which are now or hereafter required to operate your Unit and Franchised Business now or in the future.

6.5.2 You represent and warrant to us that, as of the date of this Agreement and at all times during the Initial Term and any renewal thereof hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director, manager, or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, you may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a "Specially Designated National or Blocked Person has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom you (or any of your owners or affiliates) or we (or any of our owners or affiliates) are prohibited from transacting business.

6.5.3 You further agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity. Any violation of any such laws by you or your owners, or any blocking of your or any of your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

6.5.4 You shall (i) abide by all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information"), in any way, including, but not limited to, biometric data laws, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("Privacy Laws"); (ii) comply with all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us to breach any Privacy Laws; (iv) do and execute, or arrange to be

done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers). You must also comply with payment card industry (“PCI”) standards, norms, requirements and protocols, including PCI Data Security Standards. If there is a conflict between our standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law.

6.6 Compliance with All Other Obligations. You shall comply with all other requirements and perform such other obligations as provided hereunder.

ARTICLE VII **FRANCHISE OPERATIONS**

7.1 Compliance with Standards. You understand the importance of maintaining uniformity among all of Eyemazy[®] Units and the importance of complying with all of our standards and specifications relating to the operation of the Unit. Accordingly, you must operate your Unit in accordance with all standards, procedures and techniques that we specify and comply, at all times, with every provision of this Agreement, the System and the Manual. You must refrain from any deviation from our standards and specifications without our prior written consent. You may not use the System or the Proprietary Marks for the benefit of any business other than your Unit. You may not conduct (or permit anyone else to conduct) any business at your Accepted Location other than the Franchised Business embraced by this Agreement without first obtaining our written consent, which we may withhold for any reason or no reason. You acknowledge, understand and agree that your strict compliance with the System, this Agreement and the Manual are of the essence to this Agreement and are critically important to you, us and all other franchisees, since your failure to adhere to the System, this Agreement and/or the Manual may damage the reputation and goodwill enjoyed by the Eyemazy[®] network and the Proprietary Marks.

7.2 Modifications to the System. In our sole discretion, we may from time to time modify any components of the System and requirements applicable to you by means of Supplements to the Manual or otherwise, including, but not limited to, altering the programs, products, services, methods, standards, accounting and computer systems, forms, policies and procedures of the System; adding to, deleting from or modifying the programs, products and services which your Unit is authorized and required to offer and participate in; modifying or substituting the equipment, signs, trade dress and other Unit characteristics that you are required to adhere to (subject to the limitations set forth in this Agreement); and, changing, improving, modifying or substituting for the Proprietary Marks. In addition, we reserve the right to make any adjustments to our services offered to you as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually. You agree

to implement any such System modifications as if they were part of the System at the time you signed this Agreement. You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any Unit, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the Unit. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

7.3 Maintenance of Unit. You shall maintain the Unit in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain system-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell products and services. Except as may be expressly provided in the Manual, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items or fixtures shall be made in or about the Unit or its premises without our prior written approval, which shall not be unreasonably withheld. In the event we notify you of any additions, alterations, repairs and replacements required to be made to your Unit or the Accepted Location and you fail to make such additions, alterations, repairs and replacements within the timeframe we require, we shall have the right, without liability for trespass or tort, to enter the Accepted Location and make the additions, alterations, repairs and replacements, and you agree to promptly reimburse us for our expenses in so acting.

7.4 Health, Safety and Cleanliness of Unit.

7.4.1 You shall meet (or exceed) and maintain the highest health standards and ratings applicable to the operation of your franchised Unit. You shall furnish to us, within five (5) calendar days following your receipt thereof, a copy of all inspection reports, warnings, citations, certificates, or ratings resulting from inspections of your Unit conducted by any federal, state, county, local or other governmental agency, commission and/or authority.

7.4.2 You shall comply with our requirements and specifications concerning the quality, service and cleanliness of your Unit; the programs, products and services sold, offered for sale and/or provided at the Unit; and, the operation of the Unit under the System, as those requirements may be specified by us in this Agreement, in the Manual or otherwise in writing.

7.5 Remodeling and Redecorating. To assure the continued success of your Franchised Business, you shall, upon our request, remodel and/or redecorate the Unit premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, supplies and other products and materials required for the operation of the Unit to our then-current system-wide standards and specifications.

7.6 Requirements Concerning Programs, Products and Services.

7.6.1 Proprietary Products and Services. In addition to the Photobox (which we provide to you at no charge) and the Eyemazy Jewelry (which you must purchase from us, our affiliate or our designee), we reserve the right to require you to purchase any other proprietary programs, products, supplies, equipment, materials and services (collectively, the “Proprietary Products”) used, offered or sold at your Unit which now comprise, or in the future may comprise, a part of the System and which were developed by or on behalf of, are proprietary to or are kept secret by us or our affiliates, only from us, our affiliate or designated suppliers. We impose this requirement to advance uniformity of the concept and quality and to protect our trade secrets, which are of the essence to the System and this Agreement. We (or our affiliates or designees) will sell to you all Proprietary Products under terms we develop and advise you of from time to time. We reserve the right to earn a profit on the sale of the Proprietary Products or any other proprietary products to you.

7.6.2 Other Programs, Products and Services You Use and Sell. You must use in your Unit only those certain materials, furniture, fixtures, equipment, programs, technology and other services that meet our standards and specifications (“Approved Products and Services”) and which are now part of the System or which we in the future incorporate into the System unless, as to any one or more Approved Products and Services, sale is prohibited by local law or regulation or we have otherwise granted you our advance written approval. You may not use or sell any program, product or service which is not a part of the System or which we delete from the System. We reserve the right to earn a profit on the sale of the Approved Products and Services to you.

You must, at all times, maintain an adequate inventory of products, materials and supplies sufficient to (i) operate your Unit, (ii) satisfy customer demand and (iii) conform to our then-current written standards and specifications (as set forth in the Manual or otherwise) and must refrain from deviating therefrom by the use of any non-conforming items without our prior written consent. After purchasing the initial minimum inventory of Eyemazy Jewelry pursuant to Section 4.2, you should purchase a sufficient inventory of Eyemazy Jewelry from us or our affiliates for resale as we determine in our reasonable business judgment to satisfy customer demand at the then-current charges. Currently, we charge franchisees approximately Twenty Five Dollars (\$25) per piece of Eyemazy Jewelry, plus taxes and costs for shipping and customs, but this amount may be increased from time to time in the future. We reserve the right for us or our affiliate, as applicable, to determine all terms and conditions in connection with which we or our affiliate will sell you Eyemazy Jewelry. If you desire to sell any program, product, or service which is not a part of the System, then you must obtain our advance written permission, which we may deny for any or no reason. If we grant such advance written approval, then the program, product or service in question will become a part of the System; we may, but will not be required to, authorize the program, product or service for sale at one or more other Units; we may

subsequently revoke our approval for any or no reason; we will own all rights associated with the program, product, or service; and, you will not be entitled to any compensation therefor.

7.6.3 Sources of Supply and Specifications. We may designate one or more specific manufacturers or suppliers for Approved Products and Services, which may be us or our affiliates (an “Approved Supplier”). Further, we reserve the right to designate for either all Units or a subset of Units situated within one or more geographic regions, a single source Approved Supplier or single source regional supplier (collectively, “Single Source Approved Suppliers”) of certain Approved Products and Services. If we do so, then immediately upon notification, you, we and all other Eyemazy® franchisees (or, as applicable, those in the designated geographic area) must purchase the specified products and services only from such Single Source Approved Supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the product in question, then your obligation to purchase from our Single Source Approved Supplier will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract. We make no representation that we will have exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue exclusive supply arrangements with any Single Source Approved Suppliers in the exercise of our business judgment.

In addition, we may enter into supply contracts with one or more vendors for programs, products, supplies, equipment, materials and services on behalf of either all Units or a subset of Units situated within one or more geographic regions (each, a “Systemwide Supply Contract”). If we enter into such Systemwide Supply Contracts, all company-owned and franchised Units in such designated geographic area(s) will be required to participate (and in connection with such participation, we may require you to either contract with and pay the vendor directly or to pay us on behalf of the vendor).

Upon request, we will furnish to you a list of Approved Products and Services, Approved Suppliers, Single Source Approved Suppliers and the specifications for other products where we do not designate Approved Suppliers or Single Source Approved Supplier. Except for those Approved Products and Services with respect to which we have designated an Approved Supplier or Single Source Approved Supplier, if you propose to use in the operation of your Unit any product, supply, material or equipment which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us as a supplier to our franchisees, you must first notify us and obtain our approval.

We do not maintain written criteria for approving suppliers, and thus these criteria are not available to you or your proposed supplier. You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. To obtain our written approval for the alternative supplier: (i) you must submit a written request to us for approval of the supplier and then furnish us with the information, data and samples that we reasonably request for examination and testing; (ii) the supplier must meet our specifications to our reasonable satisfaction; and (iii) the supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service. We may test, at your expense, the product or service of any supplier you propose, whether or not the supplier is then approved by us. Nothing in the foregoing shall be

deemed to require us to approve any particular supplier or to require us to make available to prospective suppliers any standards, specifications, procedures or protocols that we, in our business judgment, deem confidential. We will give you notice of our approval or disapproval within thirty (30) calendar days. If we test the product or service, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing, plus travel and lodging expenses. If we revoke approval of any supplier, we will give you written notice (in our Manual or otherwise).

We may issue, add to, modify or revoke our specifications in writing through our Manual or other written notices from time to time. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such Approved Supplier and to revoke our acceptance upon the supplier's failure to continue to meet any of our then-current criteria. If we revoke or delete any Approved Product and Service or Approved Supplier, then you must cease using any such disapproved product, service or supplier (or any items purchased from a revoked source of supply) which are inventoried by your Unit within ten (10) calendar days following your receipt of written or electronic notice from us, unless the item or source of supply poses a threat to the health or safety of the public, in which case you must cease using such item or source of supply immediately upon notice from us orally, electronically, or in writing.

7.7 Unapproved Products and Services and/or Suppliers. In the event you sell any products or perform any services that we have not prescribed, approved or authorized, and/or obtain any of the foregoing from an unapproved supplier, you shall, immediately upon notice from us: (i) cease and desist from such activities and (ii) pay to us, on demand, a prohibited product or service fine equal to \$250 per day for each day such unauthorized or use by you after written notice from us. The prohibited product or service fine shall be in addition to all other remedies available to us under this Agreement or at law.

7.8 Operation of Unit in Compliance with Our Standards. To ensure that the highest degree of quality and service is maintained, you shall operate the Franchised Business and Unit in strict conformity with such of our methods, standards and specifications set forth in the Manual and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.8.1 To sell and offer for sale only the products and services that have been expressly approved for sale in writing by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any products or services which we may, in our sole discretion, disapprove in writing at any time.

7.8.2 To purchase or lease and install, at your expense, all fixtures, equipment (including point of sale and computer hardware and software systems), décor items, signs, and related items as we may reasonably direct from time to time in the Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Unit premises, without our prior written consent, any fixtures, equipment, décor items, signs, or other items not previously approved as meeting our standards and specifications. If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution. Our acceptance shall be conditioned upon such lease containing a

provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

7.8.3 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations, wear the proper uniforms and comply with such dress code standards as we may reasonably prescribe from time to time (which, for the avoidance of doubt but without limitation, may include a face covering). To impart to your management and employees the latest procedures, techniques, policies and standards of the System, you agree to conduct the in-house meetings, training sessions, electronic training programs or other programs that we specify in our Manual or otherwise or as you – using your reasonable business judgment – determine are necessary, appropriate or desirable, using any material and programs we may provide for this purpose.

7.8.4 To purchase, install and maintain such equipment and a telecommunications line in accordance with our specifications to permit us access to, and the ability to retrieve by telecommunication, any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at the Unit premises as specified in the Manual, thereby permitting us to electronically inspect and monitor information concerning your Unit (such as, Gross Sales and such other information as may be contained or stored in such equipment and software). You shall obtain and maintain high speed internet access or other means of electronic communication, at all times and in the manner specified by us from time to time. It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement. We shall have access as provided herein at all times and in such manner as we shall from time to time specify.

7.8.5 To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices.

7.8.6 To sell or otherwise issue gift cards or certificates (together “**Gift Cards**”) that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manual or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Unit. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Units and for making timely payment to us, other operators of Units, or a third-party service provider for Gift Cards issued from the Unit that are honored by us or other Unit operators. We reserve the right to alter the terms and conditions of any gift card or any other such programs, including reserving the right to apply changes retroactively to benefits already accrued under such programs. You must participate in our gift card program at your sole cost and expense (including, without limitation, accessing the portal and purchasing gift cards and equipment from us or our designated supplier(s)).

7.8.7 To participate in any customer Loyalty Program we develop at your sole cost and expense, including without limitation obtaining and maintaining all equipment necessary to participate in such Loyalty Program. You shall issue and redeem (without any offset against any Royalty Fees) Loyalty program points in accordance with the procedures and policies that we specify in the Manual or otherwise in writing.

7.9 Complaints. You shall process and handle all consumer complaints connected with or relating to the Unit, and shall promptly notify us by telephone and in writing of any complaint exceeding \$1,000 and any other material claims against or losses suffered by you. You shall maintain for our inspection any governmental or trade association inspection reports affecting the Unit or equipment located in the Unit during the term of this Agreement and for thirty (30) calendar days after the expiration or earlier termination hereof.

7.10 Testimonials and Endorsements. You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the programs, products or services furnished by your Franchised Business and any related programs, products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

7.11 Trade Accounts. You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us as provided by Section 4.8. If you do not keep your trade accounts current or make immediate repayment to us, this will be a material breach of this Agreement entitling us to terminate this Agreement following our giving you notice and an opportunity to cure your breach.

7.12 No Conflicting Agreements. During the Initial Term and any renewal thereof of this Agreement, you may not be party to any contract, agreement, business entity formation or governance document, mortgage, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

7.13 Taxes. You shall promptly pay when due all taxes levied or assessed upon your Franchised Business including, without limitation, all employment, workers' compensation and sales taxes. In the event you have any bona fide dispute as to your liability for taxes assessed, you may contest the validity of the amount of the tax in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, to occur against the premises of your Franchised Business, your Unit or any improvements thereon.

7.14 Government Actions. You shall notify us in writing within five (5) calendar days of the commencement of any action, suit or proceeding and/or the issuance of any citation, order, writ, injunction, award or decree of any court, agency or other governmental or quasi-

governmental instrumentality, which may adversely affect the operation or financial condition of your Franchised Business.

7.15 Customer Surveys; Mystery Shopper. You shall participate, at your sole cost and expense, in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products and/or participate in a mystery shopper program, provided that such discounted or complimentary sales shall not be included in the Gross Sales of the Unit. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers.

7.16 Adequate Reserves and Working Capital. You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the Franchised Business for at least three (3) months. These reserves may be in the form of cash deposits or lines of credit.

7.17 Hours of Operation. You agree to continuously operate your franchised Unit on the days and during the minimum hours that we from time to time may specify in our Manual or otherwise. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules or regulations.

7.18 Inspection. We (and any of our authorized agents or representatives, including outside accountants, auditors and/or inspectors) may enter your Unit and any premises of your Franchised Business, and/or visit any locations at which you have prepared or provided or are providing programs, products or services to customers or maintain business records, and inspect and audit the programs, products, and services provided from or at such locations; the products and supplies contained at such locations and their condition; confer with your employees and customers; and, assess your operating systems and compliance with this Agreement. We may conduct such inspections with or without prior notice to you. You shall cooperate with us or our representatives conducting such inspections by rendering any assistance they may reasonably request. Following any such inspection, you agree to take such steps as are necessary and incorporate into your Unit and your Franchised Business any reasonable corrections and modifications we require.

7.19 Intellectual Property You Develop. You hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed, by you, your owners, your Keyperson, General Manager, any of your employees or on your behalf, in whole or in part in connection with your Franchised Business or Unit: all programs, products or services; all variations, modifications and/or improvements on programs, products or services; your means, manner and style of offering and selling programs, products and services; concepts; process; improvement; management techniques or protocols you may develop (or have developed); all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your Franchised Business. We may authorize ourselves, our affiliates and/or other Franchised Businesses to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your

assignment to us of all of the foregoing rights shall be our grant of the franchise conferred upon you by this Agreement.

ARTICLE VIII

ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

8.1 Advertising and Promotional Materials. You shall require all advertising and promotional materials, signs, decorations, paper goods (including all forms and stationery used in the Franchised Business), and other items which may be designated by us to bear the Proprietary Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Proprietary Marks.

8.2 Participation in Advertising. We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Eyemazy[®] Units operating under the System. You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you. You shall bear all costs related to any promotional programs we require, including without limitation labor, marketing materials, furniture and/or equipment costs.

8.3 Local Advertising. In addition to the ongoing advertising contributions set forth herein, and subject to any allocation of your expenditures for local advertising to the Cooperative as described in Section 8.5, you shall spend, throughout the term of this Agreement, one percent (1%) of Gross Sales each calendar year on advertising in your Designated Territory for the Franchised Business; provided, however, that if your Unit's Gross Sales in any month fall below \$24,000, then you must spend at least four percent (4%) of Gross Sales on advertising in your Designated Territory for the Franchised Business in the following month and continuing until your Gross Sales increases above \$24,000 ("Local Advertising"). You shall provide to us for our review and approval, not later than December 1st of each year, a proposed advertising budget and plan for the next calendar year. You shall also submit to us a monthly update to your marketing plan before the end of every month including an expenditure report, verification copies of all advertising and any other information that we require to show that you complied with the local advertising requirements.

8.4 Global Marketing Fund. We reserve the right to establish a Global Marketing Fund for the purpose of advertising the System on a regional, national or international basis (the "Global Marketing Fund"). When established, you agree to contribute to the Global Marketing Fund as described in Section 4.4 above. You agree that the Global Marketing Fund shall be maintained and administered by us or our designee as follows:

8.4.1 We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Global Marketing Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all Units operating under the System. We may use monies from the Global Marketing Fund to subsidize the costs of refresher training programs, to conduct mystery shopper programs and/or to offset the cost of an annual meeting of our franchisees. With respect to Units operated by us, we may (but need not) contribute to the Global Marketing Fund generally on the same basis as you. In administering the Global Marketing Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising. We shall be entitled to reimbursement from the Global Marketing Fund for our reasonable expenses in managing the Global Marketing Fund.

8.4.2 You agree that the Global Marketing Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting digital, television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; brand and consumer development research; employing advertising agencies to assist therein; social media initiatives; point-of purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Eyemazy[®] website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third-party facility for customizing local advertising materials; accounting for Global Marketing Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; costs associated with online ordering, digital gift cards and promotions; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the System and for competitive networks or units); celebrity endorsements; conducting non-fungible token (NFTs) and other blockchain promotions; developing and maintaining a presence on any virtual platform (including, without limitation, the metaverse); other activities that we believe are appropriate to enhance, promote and/or protect the System; engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees; the costs of our personnel and other departmental costs for advertising that we administer or prepare internally; presenting refresher training programs; and/or to offset the cost of an annual meeting of our franchisees.

8.4.3 All sums paid by you to the Global Marketing Fund shall be maintained in a separate account from our general funds and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Global Marketing Fund and advertising programs for franchisees and the System, as described above. The Global Marketing Fund and its earnings shall not otherwise inure to our benefit. The Global Marketing Fund is operated solely as a conduit for collecting and expending the Global Marketing Fees as outlined above. The Global Marketing Fund will not be used for any activity whose sole purpose is the sale of franchises. However, the design and maintenance of our website (for which Global Marketing Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement

activities which may result in greater awareness of the Eyemazy® brand and the franchise opportunity.

8.4.4 If and when the Global Marketing Fund is established, a statement of the operations of the Global Marketing Fund shall be prepared annually by us and shall be made available to you upon request. This statement of operations may be unaudited.

8.4.5 Any monies remaining in the Global Marketing Fund at the end of any year will carry over to the next year, or we can rebate all or a portion of the unused money to franchisees on a proportionate basis for them to spend on local advertising and promotion. Although the Global Marketing Fund is intended to be of perpetual duration, we may terminate the Global Marketing Fund. The Global Marketing Fund shall not be terminated, however, until all monies in the Global Marketing Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

8.4.6 If we elect to terminate the Global Marketing Fund, we may, in our sole discretion, reinstate the Global Marketing Fund at any time. If we so choose to reinstate the Global Marketing Fund, said reinstated Global Marketing Fund shall be operated as described herein.

8.5 Advertising Cooperatives. We may from time to time, in our discretion, establish, change, merge or dissolve one or more regional advertising cooperatives (each, a “Cooperative”) in any area, or we may approve the creation of such a Cooperative by franchisees in the System, and establish the rules and regulations therefor. If and when we do so, we will notify you in writing of: (i) the starting date as to when you must become a member of the Cooperative for the area in which some or all of your Designated Territory is located; (ii) the amount of your Cooperative contributions and (iii) the rules, regulations and bylaws that will govern such Cooperatives. In no event may the Unit be required to be a member of more than one Cooperative. The Cooperative must be governed in the manner we prescribe. Any funds contributed to a Cooperative will be credited against your obligation to pay for Local Advertising as set forth in Section 8.3 above; provided, however, that if your contributions to a Cooperative are less than your Local Advertising requirement, you shall nevertheless spend the difference locally.

8.6 Conduct of Advertising; Our Approval. All advertising and promotion you conduct, in any medium, shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manual or otherwise. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to your Franchise Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentations, embarrassment, shame, ridicule, disparagement or liability of any type or nature accruing to you, us, your Franchised Business, the System, your Unit or other franchisee or franchised business. You shall provide to us for our review and approval, not later forty five (45) calendar days prior to the Opening Date, a proposed advertising budget and plan for the next calendar year, and each December 1st thereafter, which will include without limitation all proposed advertising and promotional plans and materials. We must approve such materials and plan in writing. We shall have fifteen (15) calendar days to notify you of our approval or

disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) calendar day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials. We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by a Cooperative (if and when any are established), including, but not limited to, “Franchises Available” and reference to our telephone number and/or website. In addition, we reserve the right to instruct you to immediately cease use of any or all advertising and promotional materials at any time in our sole business judgement.

Under this Agreement, the term “advertising” is defined to mean any and all advertising, identification and promotional materials and programs of any type or nature whatsoever including print and broadcast advertisements; direct mail materials; brochures; advertising specialties; electronic commerce communications and “bulletin boards”; any advertising on the internet/worldwide web; any advertising or promotion on social media; public relations and brand awareness programs; direct mail; door hangers; freestanding inserts and coupons; sponsorships; point of sale materials; press releases; business cards; displays; leaflets; telephone and computer greetings; messages and voice-mail/e-mail sent to or accessible by customers or other third parties; promotional material captured in any electronic medium; any advertising through any hereafter developed media, platforms, devices or modes of communication; and, any other material or communication which we denominate as “advertising” in our Manual or otherwise.

8.7 Websites and Social Media. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators (“URLs”) and, if we do, we may design and provide for the benefit of your Unit a “click through” subpage at our website for the promotion of your Unit. If we establish one or more websites or other modes of electronic commerce and if we provide a “click through” subpage at the website(s) for the promotion of your Unit, you must routinely provide us with updated content, photographs and news stories about your Unit suitable for posting on your “click through” subpage. We reserve the right to specify the content, frequency and procedure you must follow for updating your “click through” subpage.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Units – also be devoted in part to offering Eyemazy® franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and System-wide communications (among other activities) can be done.

You may not maintain your own website; otherwise maintain a presence or advertise on the internet / virtual platform (including without limitation the metaverse); develop a non-fungible token (NFTs) or any other mode of electronic commerce in connection with your Unit; establish a link to any website we establish at or from any other website or page; or at any time

establish any other website, electronic commerce presence or URL which in whole or in part incorporates “Eyemazy®” name or any name confusingly similar to the Proprietary Marks. You are not permitted to promote your Unit or use any of the Proprietary Marks in any manner on any social media (as defined below), without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Unit’s operation, including prohibitions on your and the Unit’s employees posting or blogging comments about the Unit or the System, other than on a website established or authorized by us (“social media” includes personal blogs, common social networks like Facebook, Instagram, Foursquare, MySpace, TikTok Snapchat, Reddit, YouTube, Vimeo, Tumblr, 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). Upon request, we may establish a dedicated social media account for you and grant access for individual management according to our social media guidelines; provided, however, that if we do this, management must be done by an agency or professional content creator approved by us. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your “click through” subpage.

8.8 Advisory Council. We may establish an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, and other items. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. The advisory council will act in an advisory capacity only and will not have decision making authority. We have the right to form, change, merge or dissolve any advisory council at any time. You understand and agree that if you participate in an advisory council, you shall pay any expenses you incur related to such participation, such as travel and living expenses to attend meetings.

ARTICLE IX **MARKS**

9.1 Use of Proprietary Marks. We grant you the right to use the Proprietary Marks during the term of this Agreement in accordance with the System and related standards and specifications.

9.2 Ownership of Proprietary Marks; Limited License. You expressly understand and acknowledge that:

9.2.1 We are the owner or the licensee of the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them. All references herein to our right, title and interest in and to the Proprietary Marks shall be deemed to include the owner’s right, title and interest in and to the Proprietary Marks.

9.2.2 Neither you nor any of your owners shall take any action that would prejudice or interfere with the validity of our rights with respect to the Proprietary Marks. Nothing in this Agreement shall give you any right, title, or interest in or to any of the Proprietary Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Proprietary Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Unit and only at or from its accepted location or in approved advertising related to the Unit.

9.2.3 You understand and agree that the limited license to use the Proprietary Marks granted hereby applies only to such Proprietary Marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Proprietary Marks.

9.2.4 You understand and agree that any and all goodwill arising from your use of the Proprietary Marks and the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Proprietary Marks.

9.2.5 You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Proprietary Marks.

9.2.6 You acknowledge that any unauthorized use of the Proprietary Marks shall constitute an infringement of our rights in the Proprietary Marks and a material event of default hereunder. You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Proprietary Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks.

9.2.7 If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Proprietary Mark and/or to adopt or use one or more additional or substitute proprietary marks, then you shall be obligated to comply with any such instruction by us. We shall not have any obligation in such event to reimburse you for your documented expenses of compliance. You waive any claim arising from or relating to any Proprietary Mark change, modification or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Proprietary Mark addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

9.3 Limitation on Use of Proprietary Marks. With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1 Unless otherwise authorized or required by us, you shall operate and advertise the Unit only under the name “Eyemazy®” without prefix or suffix. You shall not use

the Proprietary Marks as part of your corporate or other legal name, and shall obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2 During the term of this Agreement and any renewal hereof, you shall identify yourself and the Unit as an independently owned and operated franchise business in all dealings with your customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to your Unit business. You agree to place this notice of independent ownership on all invoices, order forms, receipts, contracts, printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes as well as on the premises of the Unit as we may designate in writing, in each case in the form, size and manner we specify and in such fashion as we may require from time to time. In addition, if you are a business entity, you may not use our Proprietary Marks or any confusingly similar words or symbols, in your entity name. In particular, you may not use the words “Eyemazy[®],” “Eyemazy International,” “Eyemazy Franchising USA Inc.,” or any variant as part of your business entity name.

9.3.3 You shall not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

9.3.4 You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Proprietary Marks or to maintain their continued validity and enforceability.

9.4 Notification of Infringement or Claim. You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Proprietary Mark, of any claim by any person of any rights in any Proprietary Mark, and you shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim. We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Proprietary Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Proprietary Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Proprietary Marks (including settlement amounts), provided that your conduct with respect to such proceeding and use of the Proprietary Marks is in full compliance with the terms of this Agreement.

9.5 Retention of Rights by Us. The right and license of the Proprietary Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1: (i) to grant other licenses for use of the Proprietary Marks, in addition to those licenses already granted to existing franchisees; (ii) to

develop and establish other franchise or business systems using the Proprietary Marks or other names or marks and to grant licenses thereto without providing any rights to you; and (iii) to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

ARTICLE X

CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10.1 Confidential Information. You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your franchised Unit. You further agree that you will never – during the Initial Term or any Renewal Term of this Agreement, or any time after this or any Renewal Agreement expires or terminates, or your rights under this Agreement or any Renewal Agreement are assigned or terminated – divulge or use any of our Confidential Information for the benefit of yourself, your owners (if you are a business entity) any third party (including any person, business entity or enterprise of any type or nature), nor will you directly or indirectly aid any such third party to imitate, duplicate or “reverse engineer” any of our Confidential Information.

“**Confidential Information**” includes (without limitation) all information, knowledge, trade secrets or know-how utilized or embraced by the System and/or imparted to you by us or any of our affiliates which concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; our Manual (including supplements to the Manual); all specifications, procedures, systems, techniques and activities employed by us or by you in the offer and sale of programs, products and/or services at or from your Franchised Business; all pricing paradigms established by us or you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); our specifications, and your final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Unit; the identity of, and all information relating to, our proprietary Photoboxes, Eyemazy Jewelry, and proprietary photoshop and other computer software scripts; the computer and POS hardware and software utilized by us and you; all information pertaining to our and/your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by your Franchised Business; our and, if in the future we permit, your internet/web protocols, procedures and content; our training and other instructional programs and materials; all elements of our recommended staffing, staff training and staff certification policies and procedures; all communications between us; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations

which we employ now or in the future; and, all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential.

Confidential Information will not, however, include information which you can demonstrate came to your attention before we or our affiliates disclosed it to you (unless illegally or improperly procured by you before such disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part; otherwise share it with any other third-party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us such Confidential Information as we request (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Manual; and, computer databases, software and manuals) which is then in your possession or, upon our request, destroy all or certain such Confidential Information and certify such destruction to us. It is specifically understood that all customer lists or information adduced by your franchised Business is our property, not yours, and you shall never contend otherwise.

You must only divulge such Confidential Information to your operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. You agree to take all necessary precautions to insure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement from certain of your owners, management and staff is set forth below in Section 10.2 below.

10.2 Non-Competition.

10.2.1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees. You acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Unit, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and your managers and employees), you covenant that, during the term of this Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, you shall not, either directly or indirectly, for yourself or through, on behalf of or in conjunction with any person(s), partnership, corporation or other entity:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Proprietary Marks or operates or licenses others to operate a business under the same or similar Proprietary Marks, which business is of a character and concept similar to the Unit, including without limitation a photography and/or art business which offers and sells the same or similar products and/or services or any confusingly similar service or product (a “Competitive Business”).

10.2.2 For a continuous uninterrupted period commencing upon these expiration, termination of, or transfer of all of your interest in, this Agreement and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, you shall not, directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within a ten (10) mile radius of the location of any Unit in the System.

10.2.3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) You understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.2, or any portion thereof, without your consent, effective immediately upon

notice to you; and you agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 24.2 hereof.

(b) You expressly agree that the existence of any claims you or your affiliates may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section.

(c) Section 10.2.2(b) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.2.4 You shall require and obtain execution of covenants similar to those set forth in this Section 10.2 (including covenants applicable upon the termination of a person's employment with you) from your owners, Keypersons, General Manager and all other of your personnel who have received or will have access to training from us or who have received or will have access to our confidential information. Such covenants shall be substantially in the form set forth in Exhibit D. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Exhibit D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.2.4.

10.3 Failure to Comply. You acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof. You acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section. You agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section. Notwithstanding the generality of the foregoing, you further understand and agree that if you fail to comply with a non-competition covenant stated in this Article 10, you shall pay to us One Thousand Dollars (\$1,000) per week for each week such failure to comply continues.

ARTICLE XI

BOOKS AND RECORDS

11.1 Books and Records. You shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manual or otherwise in writing.

11.2 Reports. In addition to the Monthly Report required by Section 4.9 hereof, you shall comply with the following reporting obligations:

11.2.1 You shall, at your expense, submit to us, in the form prescribed by us, a profit and loss statement for each month (which may be unaudited) for you within fifteen (15) calendar days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

11.2.2 You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) calendar days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year; we reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 11.3; and

11.2.3 You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

11.3 Inspections; Audits. We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Unit. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.7. If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting, auditors' and attorneys' fees and expenses). If you understated your Gross Sales by: (i) two percent (2%) or more on three (3) separate occasions within any thirty six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period, in addition to paying us the amount due, plus interest and the cost of the audit, your understatement will be considered a material incurable breach which will entitle us to immediately terminate this Agreement. Notwithstanding the foregoing, if we elect not to terminate this Agreement, then in addition to paying us the amount due, plus interest and the cost of the audit, we reserve the right to charge you a Ten Thousand Dollar (\$10,000) fine in connection with such understatement. If you understated your Gross Sales by less than two percent (2%) percent for any period, you must immediately pay us the amount due, plus interest, but we will pay the cost of the audit. These remedies shall be in addition to any other remedies we may have at law or in equity.

11.4 Correction of Errors. You understand and agree that our receipt or acceptance of any of the statements furnished or Royalty Fees and other fees paid to us (or the cashing of any checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof

at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

11.5 Authorization of Us. You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Unit. You authorize us to disclose data from your reports if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

11.6 We Are Attorney-in-Fact. You hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE XII **INSURANCE**

12.1 You Must Procure Insurance. You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Unit. Each of your insurance policies must also name us and the Franchisor Parties as additional insures.

12.2 Your Required Insurance Coverage. Your required insurance policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us, shall be written on an "occurrence" basis, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with our standards and specifications set forth in writing, the following: (1) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used in the Franchised Business, including owned, hired and non-owned vehicles) and fire legal liability in the amount of Five Million Dollars (\$5,000,000); (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Unit with an agreed amount endorsement equal to one hundred percent (100%) of the property's value; (3) employer's liability, workers' compensation, and any other insurance that may be required by statute or rule of the state or locality in which the Unit is located and operated; (4) business interruption insurance of at least fifty percent (50%) of your annual Gross Sales excluding payroll, including naming us as an

additional insured and loss payee for Royalty Fees that would have been paid by you based on the Franchised Business' Gross Sales during the preceding twelve (12) month period; (5) any insurance coverages required by the terms of the lease for the Unit premises; (6) insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement; and (7) any other insurance coverages we may require in the future. In addition to the foregoing, in connection with any construction, renovation, refurbishment or remodeling of the Unit, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend any required insurance policy without our specific advance written consent, which may be denied for any or no reason. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.3 Insurance Requirements. All insurance required hereunder must: (i) include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees; (ii) with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions; (iii) all general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees; (iv) shall expressly provide that no less than thirty (30) calendar days' prior written notice shall be given to us in the event of a material alteration to, non-renewal or cancellation of the policies; (v) shall contain no provision which in any way limits or reduces coverage for you if there is a claim by one or more of the Franchisor Parties; (vi) shall extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement; (vii) shall contain such endorsements as we may specify from time to time in the Manual; (viii) shall be primary to and without right of contribution from any other insurance purchased by the Franchisor Parties; (ix) shall contain a waiver of subrogation rights against us, the other Franchisor Parties and any of our successors and/or assigns; (x) be obtained from responsible insurance carriers acceptable to us which possess a Best's Insurance Guide rating of no less than "A+13"; and, (xi) all public liability policies may be required by us to contain a provision that although we are named as an additional insured, we are nevertheless entitled to recover under said policies on any loss occasioned to us or the other Franchisor Parties (as defined in Article 15) by reason of your negligence or that of your servants, agents or employees.

12.4 Certificates of Insurance. Not later than thirty (30) calendar days before the Opening Date, and thereafter thirty (30) calendar days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. Attached to each certificate

shall be a copy of the endorsement amending any clause in the subject policy which relates to other insurance and confirming that all coverage is primary insurance and that our insurance (and the insurance of the other Franchisor Parties) is applicable only after all limits of your policy(ies) are exhausted. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder.

12.5 Renewal. You agree to renew all insurance policies and documents and to furnish renewal certificates of insurance to us before the expiration date of the expiring policy in question. We may at any time require you to forward to us full copies of all insurance policies.

12.6 Purchase of Insurance on Your Behalf. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice together with a ten percent (10%) administrative fee. The foregoing remedies shall be in addition to any other remedies we may have at law or in equity. Nothing contained in this Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

12.7 Report of Claims. Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against your insurance policies.

12.8 Reservation of Rights. We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Unit, and you agree to comply with any such changes, at your expense.

12.9 Assignment of Claims. If there is a claim by any one or more of the Franchisor 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 in this Article.

12.10 No Undertaking or Representation. Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the Franchised Business. We advise you to consult with your insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

12.11 Failure to Purchase or to Reimburse. If you fail to purchase or maintain any insurance required by this Agreement or fail to reimburse us for our purchase of any required insurance on your behalf, your failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

ARTICLE XIII **DEBTS AND TAXES**

13.1 Taxes. You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article 15 (“Indemnification”), you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

If any amounts payable by you to us are subject to withholding or other Taxes that you are required to deduct from the payments, you shall promptly deliver to us at the time of payment all receipts of applicable governmental authorities for all such Taxes withheld or paid. If you or any other person is required by any law or regulation to make any deduction or withholding (on account of Tax or otherwise) from any payment for our or our affiliate’s account, you shall, at our option, either: (a) together with the payment, pay such additional amount as will ensure that we or our affiliate receives (free and clear of any Tax or other deductions or withholding) the full amount which we would have received if no such deduction or withholding had been required; or (b) make such payment having taken into account the relevant deduction or withholding (on account of Tax or otherwise).

You shall ensure that withholding or other Taxes that you are required to deduct from amounts payable by us to you or our affiliates under this Agreement are paid to the relevant taxation authority on the same date as the amounts payable by you to us under this Agreement are paid to us.

You are responsible for and shall indemnify and hold us and our affiliates harmless against any penalties, interest and expenses incurred by or assessed against us or our affiliates as a result of your failure to withhold such Taxes or to timely remit them to the appropriate taxing authority. You shall fully and promptly cooperate with and assist us to provide all information and records we may request in connection with any application by us to any taxing authority with respect to Tax credits, exemptions or refunds available for any withholding or other Taxes paid or payable by you.

If we or our affiliate is required to refund to you any amounts paid hereunder, we and our affiliate will not be required to refund that portion of those amounts that were withheld by you in order to comply with any applicable Tax law unless and until we or our affiliate receives a refund of those amounts from the applicable government or agency thereof or uses a foreign Tax credit which is directly attributable to those amounts on our or our affiliate’s income or with respect to which the period within which the credit may be reduced or disallowed has expired.

The term “**Taxes**” means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, taxes imposed on the Royalty Fees paid to us, or the exercise of rights granted pursuant to this Agreement, whether imposed on you or us.

13.2 Payments to Us. Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes.

13.3 Tax Disputes. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.4 Compliance with Laws. You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

13.5 Notification of Action or Proceeding. You shall notify and deliver to us, in writing within five (5) calendar 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 the operation or financial condition of the Franchised Business. If you receive any notice, report, fine, test results or the like from the applicable provincial or local department of health (or other similar governmental authority), you shall promptly forward a copy of such document to our attention.

ARTICLE XIV **TRANSFER OF INTEREST**

14.1 Transfer by Us. We have the right to assign all of our rights and privileges under this Agreement to any person or business entity. If we assign this Agreement, you expressly agree that immediately upon and following such assignment, we will no longer have any obligation - - directly, indirectly or contingently - - to perform or fulfill the duties or obligations imposed upon "Franchisor" hereunder. Moreover, to the extent that we have arranged for one or more of our affiliates to perform certain activities on our behalf and at our direction, as contemplated by this Agreement, our affiliates will similarly have no obligation, contingent or otherwise, to continue to perform such activities following any such assignment of this Agreement by us. Instead, all such duties and obligations will be performed solely by our assignee, and you will never assert, contend otherwise.

You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities. In addition, you expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; go public; may engage in a private placement of some or all of our securities; may undertake a refinancing,

recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the foregoing, you expressly and specifically waive any claims, demands or damages arising from or related to such activities or to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of “Eyemazy Franchising USA Inc.” as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign or otherwise transfer our rights in this Agreement.

14.2 Transfer by You – General. You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of the personal skill and qualifications of your owners and managers, and the trust and confidence that we repose in your owners and managers, and that this Agreement and the franchise conveyed hereunder is therefore personal to you and is your personal obligation. Accordingly, except as provided below, neither all nor any part of your interest in this Agreement; the franchise conveyed hereby; your rights, privileges or obligations under this Agreement; the Franchised Business; your Unit; the ownership of your Franchised Business; your lease or sublease (as applicable) for the Unit’s Location; or, your rights to use the System, Proprietary Marks, confidential information and/or Manual may in whole or in part be assigned, sold, transferred, pledged, encumbered, shared, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any fashion without first obtaining our written consent in accordance with this Article 14 (which consent shall not be unreasonably withheld) and without first complying with our right of first refusal pursuant to Section 14.5 below.

Any actual or attempted assignment, transfer or sale of this Agreement, the franchise conveyed hereunder, the Franchised Business, your franchised Unit, any ownership interest in you, any of the other interests, rights or privileges identified in the preceding paragraph, or any interest in any of these, in violation of the terms of this Article 14, will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless we waive to the breach, will entitle us to terminate this Agreement immediately.

For the purposes of this Agreement, “transfer” includes (without limitation) the assignment of this Agreement, the assignments of any of your rights hereunder, the delegation of any duties hereunder, or the transfer, issuance or redemption in the aggregate of more than twenty five (25%) of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other species of ownership interest in you (or any lesser percentage sufficient to control your business entity or the Franchised Business, as the term “control” is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any person or entity who is not (i) already a (as applicable) shareholder, member, partner or other category of owner of your Franchised Business; (ii) the spouse of such individual; (iii) a trust controlled by such individual; or, (iv) a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in you before the transfer, as provided below. You agree to immediately report to us all such transfers/assignments of ownership in your business entity, even if less than twenty-five (25%), in accordance with the procedure set forth in our Manual or otherwise.

14.3 Assignment By You – To A Business Entity You Form. If you are an individual and would like to transfer your interest in this Agreement to a business entity you form solely for the convenience of business entity ownership, you must obtain our prior written consent. We will not unreasonably withhold consent if all of the following conditions are met:

14.3.1 The business entity must be newly organized and duly formed, and its activities must be confined exclusively to serving as “Franchisee” under this Agreement (unless we otherwise consent in writing).

14.3.2 You must be the sole owner of all ownership interests in the business entity and its principal officer or manager (as applicable) (or the sole owner of 75% or more of all ownership interests in the business entity, with the remaining owners being your spouse and/or adult children).

14.3.3 If more than two individuals serve as “Franchisee” hereunder, each individual must have the same proportionate ownership interest in the business entity as he or she had in the franchised Business before the transfer.

14.3.4 You and the business entity must execute an agreement with us under which you and the business entity agree to be jointly and severally liable for all duties, responsibilities and obligations to us under this Agreement and expressly agree to be bound by all of the terms, conditions and covenants of this Agreement. Each then-current and future owner of any interest in the business entity must agree in writing to personally guarantee the performance by the business entity of your obligations under this Agreement, and to be individually bound by all of the terms and conditions of this Agreement and any other agreements between you and us, substantially in the form of Exhibit G to this Agreement.

14.3.5 Each present and future owner of any interest in the business entity must execute our Confidentiality/Non-Competition Agreement substantially in the form of Exhibit D to this Agreement.

14.3.6 The name of the business entity formed by you may not include the Proprietary Marks, words “Eyemazy®”, “Eyemazy International,” “Eyemazy Franchising USA Inc.,” or any variant thereof or any word confusingly similar thereto.

14.3.7 Your business entity must comply in all respects with the requirements and prohibitions set forth in Section 6.3 of this Agreement (“Requirement of Business Entity”).

Any transfer pursuant to this Section 14.3 will not be subject to our right of first refusal below.

14.4 Transfer by You – Sale to a Third Party.

14.4.1 If we do not elect to exercise our right of first refusal (as provided in Section 14.5 below), then we will not unreasonably withhold consent to your sale, assignment or other transfer of any interest in you, the franchise conveyed by this Agreement, your Franchised Business, your Unit, your lease or sublease (as applicable) for your Unit, and your right to use the System, or any interest in any of these, to a third party. You agree that it will not be

unreasonable for us to impose, among other requirements, the following conditions to granting consent to your proposed sale, assignment or other transfer of any of the foregoing:

(a) That the proposed transferee (meaning all individuals and entities which, after the proposed sale, transfer or assignment, will be franchisees under this Agreement or under any successor agreement) applies to us for acceptance as a franchisee and demonstrates to our satisfaction that the proposed transferee (and each and every owner and guarantor of the proposed transferee) possesses the skills, qualifications, financial condition, background and history, reputation, economic resources, education, managerial and business experience, moral character, credit rating and ability to assume your duties and obligations under this Agreement and any successor and related agreement. You must pay the costs of any such investigation conducted by us.

(b) That, upon our request, each and every owner or guarantor of the proposed transferee presents itself for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us. We may determine to meet with the owners or guarantors of the proposed transferee at his, her or its principal place of business or residence and, if we do so, you will reimburse us for all travel, lodging, meals and personal expenses related to such meeting.

(c) That the proposed transferee has the organizational, managerial and financial structure and resources required to conduct the Franchised Business properly, taking into account such factors (among others) as the number of Units and market areas involved and their geographic proximity.

(d) That the proposed transferee complies with our ownership requirements relative to the control of the proposed transferee and the Franchised Business.

(e) That each and every owner, affiliate or guarantor of the proposed transferee complies with our restrictions relative to ownership or involvement in a Competitive Business.

(f) That the proposed transferee; his, her or its proposed Keyperson and General Manager and; and, such other post-transaction employees of the Franchised Business as we may reasonably require attend and successfully complete our Initial Training Program before the assignment, and any other training that we reasonably require, at the transferee's expense (which will include our then-current training fee and the cost of the trainees' transportation, lodging, food and other living expenses). Each individual undergoing such training must first execute the Confidentiality and Non-Competition Agreement substantially in the form of Exhibit D to this Agreement.

(g) That, if required, the lessor or sublessor of your Unit's Location consents in writing to the transfer.

(h) That, as of the date of the assignment, you have cured any existing defaults under any provisions of this Agreement or any other agreement or

arrangement with us or our affiliates, and have fully satisfied in all respects all of your accrued and/or then-current monetary and other obligations to us and our affiliates (under this Agreement or otherwise), all sources of financing of your Franchised Business and all material sources of supply of your Franchised Business.

(i) That the transferee execute a new Franchise Agreement with us, and all other agreements required of new franchisees, in the form and on the terms and conditions we then offer to new franchisees, which terms and conditions may vary significantly from this Agreement. The transferee will not be obligated to pay another Initial Franchise Fee under the new Agreement but will be required to pay our then-current fees for furnishing our Initial Training Program and any other services we are required to furnish under the new Agreement. The term of the new Franchise Agreement will be the balance of the term of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for your guarantees; any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied; and, the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive.

(j) That the transferee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by any federal, state or local, rule or regulation to operate the Franchised Business. If applicable law enables you to assign or otherwise transfer any of the aforementioned permits, licenses and/or authorizations which you possess to the transferee, then you agree to do so immediately following our execution of the transferee's new Franchise Agreement.

(k) Notwithstanding the foregoing, you understand and agree that you will remain fully liable and responsible for all of your obligations to us and our affiliates under this Agreement which arose in connection with the operation of your Franchised Business prior to the effective date of the transferee's new Franchise Agreement (specifically including your obligation to indemnify us and the other Franchisor Parties identified in Article 15) and you agree to execute any and all documents we reasonably request to further evidence such liability.

(l) That we have the absolute right to require any owners or other parties having an interest in the proposed transferee or the Accepted Location to execute the Guaranty substantially in the form of Exhibit G to this Agreement.

(m) That the Total Sales Price of your sale, assignment or other type of transfer is not so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the Franchised Business and/or the transferee. "**Total Sales Price**" means all consideration of every kind paid or payable to you or any other person or entity in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the Franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Franchised Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your furniture, fixtures,

equipment and trade dress elements; accounts receivable; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other person in the future (including the highest possible value of any contingent future consideration).

(n) That you and each of your owners and Guarantors, and the transferee (and each of its owners and guarantors) execute our then-current form of general release of any and all claims, demands and causes of action which you, such owners or the transferee and its owners may or might have against us and/or any of our affiliates, agents or representatives, through the date of execution of the transferee's new Franchise Agreement.

(o) That the transferee complies with all of the requirements of its new Franchise Agreement concerning business entities.

(p) That you furnish us with a copy of any proposed contract of assignment/transfer (and any related agreements) and, promptly following execution, furnish to us a copy of the executed contract of assignment/transfer (and any related agreements).

(q) That upon our request, either you and/or the proposed transferee, at your/its own expense, renovate, remodel and upgrade your Unit to conform to our then-current standards and specifications for System Units in the United States and complete such modifications, at our election, either prior to the contemplated assignment or such later time reasonably specified by us.

(r) That you pay us a transfer fee equal to 20% of our ~~then~~-current aggregate initial franchise fee and unit opening fee (i.e., \$4,500).

You expressly agree that your obligations to indemnify and hold harmless us and the other Franchisor Parties under Article 15 of this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed transferee and/or any claim that you (and your owners, Keyperson, General Manager, management or employees) or your transferee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.

The provisions of Section 14.2 through Section 14.4 inclusively pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your Franchised Business to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the

ownership of the assets or operations of the Franchised Business must meet such standards and conditions as we have put in place at the time you request our consent.

14.4.2 Without our prior written consent (which will not be unreasonably withheld, delayed or denied), you may not pledge, encumber, mortgage, hypothecate or otherwise grant any third party a security interest in this Agreement, the Franchised Business, your Unit, any ownership interests in you, any ownership interests in any business entity which directly or indirectly controls you, your lease or sublease (as applicable) for the Location, or any of the tangible assets material to the operation of the operation of your Franchised Business (including, without limitation, the premises of your Franchised Business and your Unit. We may require your compliance with any policy statement which we adopt and announce regarding such security interests. We reserve the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section 14.4.2, which approval shall be in writing. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

14.4.3 You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

14.5 Our Right of First Refusal.

14.5.1 Your rights to assign, transfer, redeem or sell any interest in this Agreement or the Franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal (except in those instances specified above where no such right will pertain), which right of first refusal we may freely assign to any individual or entity. We will exercise our right of first refusal in the following manner.

14.5.2 You must deliver to us a true and complete copy of the proposed transferee's offer (the "Notice") including all its material terms and furnish to us any additional information concerning the proposed transaction and the proposed transferee that we reasonably request. Your submission of such information must be accompanied by the seller's representation and warranty that all of the information submitted to us is true, accurate, complete and correct in all respects and, if the seller is a business entity, you must also furnish us with an appropriate resolution of the business entity's governing body authorizing the proposed sale.

14.5.3 We shall have sixty (60) calendar days following our receipt of the Notice (or, if we request additional information, sixty (60) calendar days following our receipt of the additional information) to conduct due diligence into the transaction. Our due diligence will be of the type, nature and scope customary for transactions similar to the proposed transaction at issue and, in connection with our due diligence, you agree to make available to us immediately upon demand all information, data, books, or written or electronic records which we may reasonably request and, as well, shall make available to us for inquiry each owner and Guarantor of your Franchised Business, the General Manager of your Franchised Business and any other personnel we specify. As well, all of the requirements of your proposed transferee specified

above in Section 14.4 (“Transfer by You – Sale to a Third Party”) of this Agreement must be complied with.

14.5.4 Within sixty (60) calendar days after our receipt of your Notice (or, if we request additional information, within sixty (60) calendar days after receipt of the additional information), we may either consent or withhold our consent to the assignment/transfer or redemption, in accordance with this Article, or at our option accept the assignment/transfer to ourselves or to our designee, on the terms and conditions specified in your Notice. If we or our designee accept the assignment/transfer, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including (without limitation) representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets. Any dispute regarding the value of all or any part of the assets or rights proposed to be assigned/transferred and/or the consideration proposed to be paid or payable to you or any third party in connection with the proposed assignment/transfer shall be determined by a reputable independent appraiser we select, and you and we equally share the expense of, whose determination will be final and binding on us. You expressly understand and agree that nothing in the offer which is the subject of your Notice to us may contain any provision or condition the effect of which would be to increase the cost to us, or otherwise change the economic or other material terms imposed on us, as a result of our substitution for the offeror, or as a consequence of compliance with the procedures set forth herein regarding our right of first refusal.

14.5.5 If you are a business entity and a partial transfer is proposed through the assignment/transfer or redemption of more than twenty five (25%) of your entity’s ownership interests other than to any of your entity’s co-owners, then we or our designee will have the option to purchase not only the interests being assigned/transferred but also all remaining interests, so that our resulting ownership will be one hundred percent (100%) of your business entity. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

14.5.6 Our credit will be considered at least equal to the credit of any proposed purchaser. We may substitute cash for the fair market value of any other form of payment proposed in the offer. If we give notice of our exercise of our right of first refusal, closing on our purchase must occur within the later of: (i) sixty (60) calendar days following your receipt of our notice to you; (ii) the closing period (if any) specified in the subject offer; or, (iii) such longer period as may be necessary to conduct the due diligence provided for above. If we give notice of our exercise of our right of first refusal, you agree to take all action necessary to assign your lease with the lessor of your Unit’s Location to us.

14.5.7 If we elect not to exercise our right of first refusal and we consent to the proposed assignment/transfer or redemption, then you will, subject to the provisions of this Article, be free to assign/transfer this Agreement or the Franchised Business to your proposed transferee on the terms and conditions specified in the notice if you satisfy the conditions of 14.4 (“Transfer by You – Sale to a Third Party”) for our approval of an assignment/transfer and if you close the transaction within sixty (60) calendar days (or such further time as may be stipulated by law, rule or regulation). If, however, the terms specified in your Notice are changed, the changed

terms will be considered a new offer, and we will have an identical right of first refusal with respect to this new offer. Further, if you fail to close the assignment/transfer transaction within sixty (60) calendar days (or such further period of time as may be stipulated by applicable law, rule or regulation), then our right of first refusal hereunder shall be restored and we may elect to exercise same within thirty (30) calendar days thereafter.

14.5.8 Our election not to exercise our right of first refusal with respect to any offer will not affect our right of first refusal with respect to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. You and any proposed transferee must comply with all the criteria and procedures for assignment/transfer of the franchise, the Franchise Agreement and/or the Franchised Business specified in this Article 14.

14.6 Death or Disability.

14.6.1 “Disability” means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety (90) consecutive calendar days. Disability will be determined either after this ninety (90) calendar day period or, if we elect, at an earlier time following an examination of the person by a licensed practicing physician selected and paid for by us. If the person refuses to submit to an examination, then the person will automatically be considered permanently disabled as of the date of the refusal.

14.6.2 Upon the death or disability of one or more of your owners (but not the last surviving owner of your business entity, which is addressed in the following paragraph), then the estate, heirs, legatees, guardians or representatives of such owner may freely sell, assign or transfer the deceased’s or disabled’s interest in this Agreement and/or its interest in the Franchised Business to any of the following: (i) the spouse of such individual; (ii) any individual or entity which, at the time of the subject death or disability, is already a (as applicable) shareholder, member, partner or other category of owner of your Franchised Business; or, (iii) the Franchised Business itself. Any other sale, transfer or assignment of the deceased’s or disabled’s interest in you or your Franchised Business shall be subject to all of the provisions of Section 14.4 of this Agreement (“Transfer By You – Sale to a Third Party”). You agree to immediately report to us all such transfers or assignments of ownership in your business entity in accordance with the procedure set forth in our Manual or otherwise.

14.6.3 Upon the death or disability of your last surviving owner, that person’s rights will pass to his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the “**Estate**”). The Estate shall have a reasonable period of time (not to exceed six (6) months) following the death or disability to sell (as applicable) Franchisee or the Franchised Business in accordance with the provisions of Section 14.4 and subject to our right of first refusal under Section 14.5. Until such sale, transfer or assignment is consummated, the Estate may continue the operation of your Franchised Business but only if, at all times, a General Manager, as necessary, of your Franchised Business is at all times supervising the operation of your Franchised Business and, further, only if all other terms and provisions of this Agreement are complied with. Failure to comply with one of the above alternatives will be a material breach

of this Agreement which, unless cured by the Estate, will result in this Agreement being terminated immediately upon notice.

14.6.4 If at any time following the death or disability of your last surviving owner, the Estate fails to have an approved General Manager, as necessary, supervising the operation of your Franchised Business on a full time basis, then until the Estate retains an approved General Manager, as necessary, we may assume full control of and operate your Franchised Business in order to prevent any interruption of the Franchised Business operations which could cause harm to the Franchised Business, but will have no obligation to do so. If we do so, then during this period, all monies from the operation of the Franchised Business shall be kept in a separate account, and we will deduct our expenses for travel, lodging, meals and all other expenses and fees from your Franchised Business's Gross Sales and also pay ourselves a management fee equal to twenty percent (20%) of the Franchised Business's monthly Gross Sales ("Management Fee"). This Management Fee will be in addition to the Royalty Fee due us under this Agreement. We will then remit any remaining funds to the Estate. The Estate and any Guarantor of this Agreement must pay us any deficiency in sums due to us under this Agreement within ten (10) calendar days of our notifying the Estate and such Guarantor of the deficiency. We will not be obligated to operate your Franchised Business. If we do so, we will not be responsible for any operational losses of the Franchised Business, nor will we be obligated to continue operating the Franchised Business. You agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

14.7 No Waiver of Claims. Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

14.8 Your Offer and Sale of Securities. If you intend to offer and sell securities of any type or nature or other ownership interests in you, the Franchised Business, any owner and/or any of your Guarantors, then you must give us written notice at least sixty (60) calendar days prior to the date of commencement of any such offering. Any such offering shall be subject to our right of first refusal, as set forth above in Section 14.5, and shall comply with any written policies adopted and announced by us from time to time.

You must submit to us for our review and consent, at least thirty (30) calendar days prior to your filing them with any government agency, any and all materials required by federal and/or state law for any direct or indirect offer or sale of securities or other ownership interests. If your offering of securities or other ownership interests will be exempt from federal and/or state filing requirements, then any materials you will use in any such exempt offering shall be submitted to us for our review and consent at least thirty (30) calendar days prior to their use. Our review of your offering materials and information included therein will be conducted solely for our benefit and not for the benefit or protection of any other person. All of your offering materials and documents must include legends and statements as we may specify, including legends and statements which disclaim our liability for, or involvement in, your offer and sale of securities or other ownership interests, and must advise all offerees that our review of your offering materials must not be deemed in any fashion our approval, endorsement, acceptance or adoption of any

representation, warranty, covenant or projection contained in those materials. Your offer and sale of securities and other ownership interests is specifically embraced by your indemnification of us and the other Franchisor Parties identified in Article 15 (“Indemnification”) of this Agreement. Any other participant in your offer of securities or other ownership interests must agree to fully indemnify us in a parallel fashion in that form which we prescribe. You agree to reimburse us for our reasonable costs and expenses in reviewing your proposed offering, including, without limitation, legal and accounting fees.

14.9 Bankruptcy. If you, your Franchised Business or any owner of you and/or your Franchised Business is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate as provided in Section 17 below, but, instead, is to be assumed by, or assigned to, a third-party individual or entity which has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five (5) calendar days after your receipt of such proposed assignee’s offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten (10) calendar days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee’s future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment set forth in Section 14.4 of this Agreement. We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

“Adequate assurance of future performance”, as used above, shall mean that we shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and requirements of a franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our policies describing our franchisees’ duties, obligations, conditions, covenants or performance requirements. You understand and agree that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions set forth in Section 14.4 above.

14.10 No Waiver of our Rights. Our consent to any sale, transfer or assignment under this Article 14 shall not constitute a waiver of any claims we may have against you, your

Franchised Business, any of your owners and/or any of your Guarantors, nor shall our consent be deemed a waiver of our right to require exact compliance with any of the terms of this Agreement by any assignee.

ARTICLE XV

INDEMNIFICATION

You agree that you will, at your sole cost, at all times defend and hold harmless us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (we and all others referenced above being the “Franchisor Parties”), and indemnify and hold harmless us and the Franchisor Parties to the fullest extent permitted by law, against all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your entry into this Agreement; your establishment, construction, ownership, opening and operation of your Franchised Business, including any other business operating within or in relation to the Unit (which other business, if any, shall be subsumed within this paragraph’s references to the Unit) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of the Franchised Business; crimes committed on or near any of the premises or facilities of your Franchised Business or vehicles used by your Franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Unit, whether or not any of the foregoing was approved by us; defects in any Unit you construct and/or operate, whether or not discoverable by you or by us; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the Franchised Business and/or the Unit’s Location (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business, the Unit’s Location or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any person or vehicle serving your Franchised Business; any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third-party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement (including, without limitation, your unauthorized use of the Proprietary Marks, violation of any applicable laws, codes, rules or regulations or failure to comply with Privacy Laws (as defined in Section 20.3)); your violation of Privacy Laws; all liabilities arising from your offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities, equity interests or other ownership interests in you or the Franchised Business; all activities, conduct and representations which you may engage in connected to any actual or attempted transfer or assignment (as defined in Section 14.2) of any interest whatsoever in you or the Franchised

Business (or any entity which controls (as defined in Section 14.2) you or the Franchised Business); and, any action by any customer of yours or visitor to your Unit or any other facility operated in conjunction with your Franchised Business (collectively, an “Indemnification Claim”).

As used above, the phrase “claims, losses, liabilities and costs” includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties’ attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Franchisor Parties’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three (3) calendar days of your actual or constructive knowledge of it. At our election, you will also defend us and the other Franchisor Parties (including us) against the Indemnification Claim. We will have the right, at your cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Or undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Franchisor Parties and hold them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so. None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us). The indemnification obligations of this Article 15 will survive the expiration or sooner termination of this Agreement.

ARTICLE XVI
RELATIONSHIP OF THE PARTIES

16.1 Relationship of the Parties. You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee 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 or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchised Business 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 your Franchised Business 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 our 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 your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Franchised Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business.

16.2 Franchisee is the Sole and Exclusive Employer of its Employees. Franchisee hereby irrevocably affirms, attests and covenants its understanding that in no fashion is Franchisee, or may Franchisee be deemed to be, Franchisor's employee (under any theory or definition of "employee" or "employment") and that Franchisee's employees are employed exclusively by Franchisee and in no fashion is Franchisee or any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance

premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Unit is at all times staffed at those levels necessary to operate Franchisee's Unit in conformity with the System and the products, services, standards of quality and efficiency, and other Eyemazy® brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. Franchisee affirms, warrants and understands that it may staff its Unit with as many employees as it desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Unit, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a franchised Unit and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and *per diem* salary).

ARTICLE XVII **TERMINATION**

17.1 Automatic Termination – No Right to Cure.

17.1.1 You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2 You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business

or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) calendar days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Location or equipment is instituted against you and not dismissed within thirty (30) calendar days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 Termination By Us Upon Notice – No Opportunity to Cure. You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default effective immediately upon your receipt of notice (which, whether sent by overnight courier, personal delivery or any other manner authorized by Section 24.1 below, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you), upon the occurrence of any of the following events:

17.2.1 If you operate the Unit or sell any products or services authorized by us for sale at the Unit at a location which has not been approved by us.

17.2.2 If you fail to acquire an Accepted Location for the Unit within the time and in the manner specified in Article 2.

17.2.3 If you fail to construct or remodel the Unit in accordance with the plans and specifications provided to you under Section 2.4.1 as such plans may be adapted with our approval in accordance with Section 2.4.1.

17.2.4 If you fail to open the Unit for business within the period specified in Section 2.7 hereof.

17.2.5 If you at any time cease to operate or otherwise abandon the Unit, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Unit is located, or abandon the franchise relationship established under this Agreement; or, fail to operate you Unit for three (3) consecutive calendar days during which you are required to operate it under this Agreement, provided, however, that this provision shall not apply in cases of “Force Majeure” (meaning acts of God, strikes, war, riot, acts of terrorism, or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) calendar days after such event, for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which the Unit is not in operation.

17.2.6 If you or any of your owners are convicted of, or have entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or other crime that we believe is

reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interests therein.

17.2.7 If a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit, or you operate your Franchised Business in a fashion that, in our business judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately close your Unit; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your Unit.

17.2.8 If you or any of your owners purport to transfer any rights or obligations under this Agreement or any interest in you or the Unit to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement.

17.2.9 If you fail to comply with the in-term covenants in Article 10 hereof.

17.2.10 If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein.

17.2.11 If you knowingly maintain false books or records, or submit any false reports to us.

17.2.12 If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6.

17.2.13 If you misuse or make any unauthorized use of the Proprietary Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default.

17.2.14 If you commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us.

17.2.15 If your Keyperson or any General Manager of yours is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement Keyperson or General Manager.

17.2.16 If you fail to comply with all applicable laws and ordinances relating to the Unit, including anti-terrorism laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.

17.2.17 If you omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.

17.2.18 If we and you agree in a mutually signed writing to terminate this Agreement.

17.2.19 If you do not maintain the financial records required by Section 11.1 of this Agreement.

17.2.20 If we or our designee conducts an audit of your Franchised Business which discloses that any monthly report or statement which you submitted to us understated your Gross Sales by (i) two percent (2%) or more on three (3) separate occasions within any thirty-six (36) month period or (ii) five percent (5%) or more for any month within a reporting period and/or for any entire reporting period.

17.2.21 If you refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Franchised Business.

17.2.22 If you take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the Franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against, or to discharge, any agent, servant or employee who has embezzled our funds or property or that of any customers or others.

17.2.23 If, after curing a default which is subject to cure under Section 17.3 below, you commit the same act of default again within six (6) months.

17.2.24 If you make a willful misrepresentation or do not make a material disclosure required by any governmental or quasi-governmental authority regarding any matter involving or affecting the operations of your Franchised Business and your Unit.

17.2.25 If you interfere or attempt to interfere in any manner with our or our affiliates' contractual relations and/or our relationships with other franchisees; any supplier of you, us or other franchisees; any governmental or quasi-governmental authority; our employees or advertising agencies; or, any third parties.

17.2.26 If you, your Franchised Business, your General Manager and/or your Unit engages in any act or practice which subjects you and/or us to widespread publicity, ridicule or derision.

17.2.27 If you breach the provisions of this Agreement relating to advertising standards and do not cure this breach within three (3) calendar days following written notice from us.

17.2.28 If you make any use of our confidential information and/or Proprietary Marks not specifically authorized by this Agreement or our Manual, or you directly or indirectly

utilize or devote same for the benefit of any individual or entity other than your Franchised Business.

17.2.29 If you default under any agreement between you and any lessor or sublessor of your Unit's Location and you do not cure the default within the period specified in the lease or sublease (as applicable) for you Unit's Location.

17.2.30 If you fail to satisfy the Minimum Monthly Payment target in accordance with Section 4.4.

17.2.31 If you engage in any act or conduct, or fail to engage in any act or conduct, which under this Agreement specifically authorizes us to terminate this Agreement immediately upon notice to you.

17.3 Termination By Us – Thirty Days to Cure. Except as provided in Section 17.1, 17.2 or in this Section 17.3, you will have thirty (30) calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 24.1 of this Agreement, to cure any default under this Agreement (or, if the default cannot reasonably be cured within this time, to initiate action to cure the default within such time and complete cure within the shortest reasonable time thereafter) and to provide us with evidence that you have done so.

If you have not cured any default within the applicable cure period specified in this Section 17.3 (or, if the default cannot reasonably be cured within such time, you have not initiated action to cure the default within the applicable cure period and thereafter cure the default within the shortest reasonable time thereafter), or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by applicable law, without further notice to you.

You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you and your owners and Guarantors (as defined in Section 23.2) by this Agreement, our Manual and/or all Supplements to the Manual or if you and/or your owners or Guarantors otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

17.3.1 You fail, refuse or neglect to pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your Franchised Business. The cure period for this default shall not be the above-referenced thirty (30) calendar days but, instead, will be five (5) calendar days after we transmit to you a written notice of default. If you fail to cure any such default within such shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period.

17.3.2 You fail, refuse or neglect to submit the financial and non-financial reports and other information required to be submitted to us under this Agreement, our Manual or other written notices we transmit to you, or you make any false statements in connection with any reports or other information required to be submitted to us.

17.3.3 Your Franchised Business offers and sells any programs, products or services that we do not authorize under this Agreement or our Manual.

17.3.4 You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.

17.3.5 You engage in any business, or market any program, product or service, under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks.

17.3.6 You fail to pay any taxes due and owing by your Franchised Business (including employee taxes) when due.

17.3.7 You do not use our Proprietary Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Manual or otherwise.

17.3.8 You violate the restrictions pertaining to advertising set forth in Article 8 of this Agreement.

17.3.9 You do not indemnify us and/or one of the Franchisor Parties as required by this Agreement.

17.3.10 By act or omission, you permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

17.3.11 You fail to obtain or maintain any required permit, certificate or other governmental approval required either by this Agreement or applicable law, rule or regulation.

17.3.12 You employ any individual who is not eligible for employment in the United States under any federal, state, local or other law, rule or regulation.

17.3.13 You fail to operate your Unit during the days and hours specified in our Manual without our prior written approval.

17.3.14 You fail to maintain and operate your Unit in a good, clean and sound manner and in strict compliance with our standards for quality, cleanliness and maintenance as set forth in our Manual or otherwise.

17.3.15 If any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guaranty addressed in Section 23.2 of this Agreement and attached hereto as Exhibit G.

17.3.16 If you do not devote the amount of your time and attention and/or your best efforts to the performance of your duties of this Agreement necessary for the proper and effective operation of your Franchised Business.

17.3.17 If you fail to implement (and, at your expense, take all steps necessary to implement) and thereafter adhere to any new or changed System requirements.

17.3.18 If a final material judgment not subject to appeal is entered against you or any Guarantor and remains unsatisfied for more than thirty (30) calendar days or, if any such judgment is subject to appeal, you do not prosecute such appeal within thirty (30) calendar days (or such shorter period as any law, rule or regulation requires).

17.3.19 If you disclose or divulge any confidential information provided to you by us, or fail to obtain execution of covenants and related agreements required under Section 10.2.4 hereof within thirty (30) calendar days following notice from us;

17.3.20 If you fail to propose a qualified replacement or successor General Manager within the time required under Section 6.4 following ten (10) calendar days' prior written notice.

17.3.21 If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) calendar days following notice from us.

17.3.22 You fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us, or fail to carry out the terms of this Agreement in good faith.

17.3.23 You fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

17.3.24 You fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing.

17.4 Description of Default. The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

17.5 Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Royalty Fees, Global Marketing Fees, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach (if such activities are required of us prior to our terminating this Agreement), will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend otherwise.

17.6 Cross-Defaults, Non-Exclusive Remedies, Etc. Any default or breach by you, your affiliates and/or any Guarantor of yours of the Lease or Sublease for the Accepted Location

or any other agreement between us or our affiliates and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us or our affiliates and you, your affiliates and/or any Guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your “affiliates” means any persons or entities controlling, controlled by or under common control with you.

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates’) obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.7 Continuance of Business Relations. Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

17.8 Our Right to Discontinue Services to You. If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your “click through” subpage on our Website, access to the Webshop and/or access to the Eyemazy Hub until such time as you correct the breach.

17.9 Amendment Pursuant to Applicable Law. Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute “good cause” for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

17.10 Our Right to Send Notifications of Termination. Before or on the expiration or termination of this Agreement, we may give notice to third parties that your Unit is leaving the System, and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Units.

ARTICLE XVIII
FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR
EXPIRATION OF THIS AGREEMENT

18.1 Further Obligations and Rights Following the Termination or Expiration of this Agreement. If this Agreement expires or terminates for any reason or is transferred by you, you will cease to be one of our authorized franchisees and you will lose all rights to the use of our Proprietary Marks, the System, the Eyemazy Hub, Webshop and any other services provided to you hereunder, all confidential information and know-how owned by us and any goodwill (including “local” goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the Franchised Business.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

18.1.1 Immediately pay all royalties, fees, sublease payments and other sums due and owing to us or our affiliates, plus interest, and all sums due and owing to any landlord, suppliers, employees, taxing authorities, advertising agencies, lenders and all other third parties.

18.1.2 Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Franchised Business, a Unit or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our confidential information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Eyemazy[®] franchisee.

18.1.3 Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark “Eyemazy[®]”, or any other Proprietary Mark of ours, or any variant, within fifteen (15) calendar days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name “Eyemazy[®]”, or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

18.1.4 Upon any termination of this Agreement by us for cause, we will have the right immediately to enter and take possession of your Unit to maintain continuous operation of the previously franchised business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If you dispute the validity of our termination of the franchise, we will nevertheless have the option (which you irrevocably grant) to operate the business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we agree to make a full and complete accounting for the period during which we operated the previously franchised business.

18.1.5 If we terminate this Agreement because of your default or you terminate same through failure to make payment following notice and opportunity to cure (pursuant to

Section 17.3), you must pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a successor franchised business at the Accepted Location. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

18.1.6 Immediately cease all use of, and deliver to us at your sole cost and expense, all training or other manuals furnished to you (including the Manual and Supplements to the Manual), Photoboxes, Eyemazy Jewelry, computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or 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 Franchised Business. 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, lists, files, software and other similar items will be considered to be our property for all purposes.

18.1.7 Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

18.1.8 At our option, either change the telephone numbers utilized by your Franchised Business or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for the Franchised Business to us or to any other person or location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.

18.1.9 Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 10 of this Agreement (including those restricting your ability to sell, assign, lease or otherwise grant possessory rights to your Unit and/or Location to a party intending to conduct a Competitive Business thereat).

18.1.10 Continue to abide by those restrictions pertaining to the use of our confidential information, trade secrets and know-how set forth in Article 10 of this Agreement.

18.1.11 Immediately surrender to us, at your sole cost and expense, the Photobox and all computer software, data storage disks or tapes and other electronic media used in the operation of the Franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. You are responsible for all shipping costs to return these items to us. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information which you had stored in the computer system of the

Franchised Business. You agree not to retain any printouts, disks, tapes or other electronic media containing any of the programs or data stored in the computer system.

18.1.12 If you lease your Accepted Location from a third party and we elect not to assume possession of the Accepted Location and/or elect not to exercise our option under Article 19 below, then promptly upon termination or expiration of this Agreement, you agree to “de-identify” the Location in all respects by performing all redecoration and remodeling, and effecting physical changes to the Location and the Franchised Business’ décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Location from a duly authorized Accepted Location. If you refuse, neglect or fail to do so, we have the right to enter upon the Location and effect such required changes at your sole risk and expense, and you hereby appoint us or our agents as your attorney(s)-in-fact with full authority to do so with no liability for trespass or any other illegality.

18.1.13 You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Proprietary Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

18.1.14 You shall immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Proprietary Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within thirty (30) calendar days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

18.1.15 Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at the Unit are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein.

18.2 Assignment of Options by Us. We shall be entitled to assign any and all of our options in this Section 18 to any other party, without your consent.

18.3 Liquidated Damages. If we terminate this Agreement with cause, you must pay us within 15 calendar days liquidated damages equal to the average value of the Royalty Fees you paid or owed (per month) to us during the twelve (12) months before the termination multiplied by (i) twelve (12), being the number of months in one (1) full year, or (ii) the number of months remaining during the term of this Agreement, whichever is lower.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement’s termination and the loss of cash

flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE XIX

OUR OPTION UPON TERMINATION OR EXPIRATION

19.1 Option to Purchase Your Franchised Business's Assets, Computers and Computer and Point of Sale Systems.

19.1.1 Upon the termination or expiration of this Agreement for any reason, we, any of our affiliates, and/or any nominee or designee we name are hereby granted an option, exercisable within thirty (30) calendar days after the termination or expiration becomes effective, to purchase as soon as practicable thereafter (including any period necessary for the obtaining of governmental approvals and consents of the concerned lessor) all of your operating assets relating to the Franchised Business. The date on which such purchase is closed will be referred to as the "Closing Date". The following terms and conditions will apply to the option granted by this Article 19:

(a) All leasehold improvements, furniture, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on "fair market value", then an appraiser shall determine same in accordance with the procedures set forth in Section 19.2 below.

(b) All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our affiliate, nominee or designee (as applicable) at the soonest possible time.

(c) All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).

(d) All property, real or personal, sold to us or our affiliate, nominee or designee (as applicable) under this Article 19 must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions

of public record or other limitations which are generally applicable to similar properties in the vicinity.

19.1.2 You will convey to us (or our affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Article 19 or any of the liabilities for which we would otherwise be indemnified by you pursuant to Article 15 (“Indemnification”) of this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

19.1.3 All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

19.1.4 You agree to use your best efforts to assist us (or our affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Article 19.

19.2 Appraisals. If you and we cannot agree within a reasonable time on the fair market value of any assets we, our affiliate, nominee or designee acquire from you pursuant to this Article 19, or the commercially reasonable terms of any lease we require you to enter into for land and facilities owned by you (or any affiliate) and utilized by the Franchised Business, then such dispute will be resolved by means of an appraisal conducted in the following fashion. If, within sixty (60) calendar days following your receipt of our notice that we intend to exercise one or more of the options set forth above, you and we cannot agree on the fair market value of the item in question, then you and we within the next seven (7) calendar days shall each select one (1) appraiser and notify the other party of its designee. The two appraisers you and we select will be instructed to meet within thirty (30) calendar days following their selection for the purpose of selecting a third appraiser to serve with them. If the two appraisers you and we select cannot agree on the selection on the third appraiser within fifteen (15) calendar days after the selection of the last of them, then you shall select the third appraiser from a list of three (3) appraisers we propose in writing. In the event our disagreement pertains to the commercially reasonable terms of any lease you are required to enter into with us for the Location (if you own it), then each appraiser selected must have received the MAI designation and must be actively engaged in appraisal work in the county in which the Accepted Location is located. The appraisers’ determination of the fair market value of any item(s) we intend to purchase from you, or the commercially reasonable terms of the lease for your owned Location, will be binding on both of us. If following the appraisal we exercise any of the options set forth above, then you and we will each pay one half (1/2) of the cost of any and all such appraisals. If we do not elect to exercise any option provided herein following the appraisals then we alone shall bear the cost

of all of the appraisal. If we exercise any of the options granted to us above, we will have the right to set off from all amounts due to you any and all amounts which are due and owing by you to us and our affiliates.

19.3 Timing. If we exercise our option to purchase (or, with respect to your Unit's Location, lease) any of the assets of your Franchised Business as provided in this Article 19, then the Closing Date shall be no later than sixty (60) calendar days after either you and we agree on the fair market value of the assets in question (or, with respect to the Accepted Location, the commercially reasonable terms for our lease for such Accepted Location) or, if you and we cannot agree on same, no later than sixty (60) calendar days after the determination of such fair market value/commercially reasonable terms furnished by the appraisers provided for in Section 19.2 of this Agreement.

ARTICLE XX **TECHNOLOGY**

20.1 Computer Systems and Software. The following terms and conditions shall apply with respect to your computer system:

20.1.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Units, including without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Units, between or among Units, and between and among your Unit and us and/or you; (b) Point of Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "Computer System"). Before the opening of your Unit, you agree to procure and install, at your expense, the Computer System. You agree to obtain and maintain high-speed communications access, such as broadband, DSL or other high-speed capacity that we require for your Computer System. You agree to provide all assistance we require to bring your Computer System online with our computers at the earliest possible time and to maintain these connections as we require. You also agree to maintain at all times a functioning e-mail address for your Franchised Business.

20.1.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs, program scripts and accounting system software that you must use in connection with the Computer System, including the Photobox and those software programs and systems made available through Eyemazy Hub (such as our Photoshop plug in, our back-end management software, etc.) ("Required Software"), which you shall install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the tangible media upon which you shall record data; and (d) the database file structure of your Computer System.

20.1.3 You shall record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("**Point of Sale Systems**"), which shall be deemed part of your Computer System.

20.1.4 You agree, at your expense, to keep your Computer System in good maintenance and repair. You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may require in writing (collectively, "Computer Upgrades"). By way of example, but without limitation, we may change our designated Point of Sale System vendor at any time and in our sole discretion, and if and when we do, you will be required (at your sole cost and expense) to utilize such new vendor. We may also mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your Computer System hardware, software, telephone and power lines and other Computer System facilities as we direct, on the dates and within the times we specify in our Manual or otherwise.

20.1.5 You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

20.1.6 Upon termination or expiration of this Agreement, you must return all software, disks, tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

20.1.7 You will provide to us all user ID's and passwords required to access files and other information stored on your Franchised Business's Computer System and Required Software. You will at all times ensure that the only personnel conducting transactions on Computer System and Required Software will be those who have been trained and qualified in accordance with the requirements of our Manual.

20.2 Data. We may, from time to time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Unit, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. You agree to input and maintain in your Computer System all data and information which we prescribe in our Manual, in our proprietary software (if any) and its manuals, and otherwise. We will have independent access to the Computer System and we may retrieve from the Computer System all information that we consider necessary, desirable or appropriate. You must accurately, consistently and completely record and provide through the Computer System all information concerning the operation of the Franchised Business that we require, in the form and at the intervals that we require. All data pertaining to the Unit, and all data created or collected by you in connection with the System, or in connection with your operation of the Unit (including without limitation data pertaining to or otherwise concerning the Unit's customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with your Franchised Business.

20.3 Intranet. We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an “Intranet”). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Unit. The Intranet may include, without limitation, the Manual, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet. You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet, if any, and/or such other computer systems as we may reasonably require.

20.4 On-line Use of Proprietary Marks. You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

20.5 No Outsourcing Without Prior Written Consent. You shall not hire third-party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third-party or outside vendor’s entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

20.6 Changes to Technology. You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System, including the requirement that you, at your expense purchase, install and utilize at your Franchised Business and Unit such hereafter developed modes of computerization, communication, media and/or interfaces as we, in our sole business judgment, determine to incorporate into the System, and you agree that you shall abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose. You shall do so at such time and in such manner as we designate, in our Manual or other written notice. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades. In addition to any Computer Upgrades that you may be required to make in connection with the operation of your Unit, you acknowledge we may develop new technological advancements aimed at enhancing the System.

20.7 Credit Cards and Other Modes of Payment. In addition to accepting cash payments from customers, you agree to become and remain a merchant for any credit cards and/or debit cards which we may specify in our Manual or otherwise. Further, you agree to

maintain the creditworthiness required of each of these credit card or debit card issuers; to honor these cards for credit purposes; and, to abide by all related regulations and procedures that we and/or the credit card and/or debit card issuer prescribes. Further, you agree that, at your sole expense, you shall at our direction and by the time we specify purchase, install and utilize such equipment, facilities and personnel necessary to enable now or hereafter developed alternative modes of customer payments (beyond cash, credit cards and debit cards). Such alternative modes of payment may include, by way of example only, “smart phone” payment transactions.

20.8 Compliance with Security Protocols. You agree to assure all communication connections (of whatever form, wireless, cable, internet, broadband or other) and access to financial information, especially credit card information, is at all times kept secure in a manner which is in compliance with all legal requirements and, particularly, with all security requirements of the issuing credit card companies. You further agree to hold us and the other Franchisor Parties (as defined in Article 15) harmless from any and all claims and liabilities related to same. In addition, at your cost, you agree to provide us with a written report of verification from a specialist approved by us confirming compliance with the obligations imposed by this Section and any other proof of such compliance that we may reasonably require.

ARTICLE XXI **SECURITY INTEREST**

21.1 Collateral. You grant to us a security interest (“Security Interest”) in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Unit, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Unit. All items in which a security interest is granted are referred to as the “Collateral”.

21.2 Indebtedness Secured. The Security Interest is to secure payment of the following (the “Indebtedness”): (i) all amounts due under this Agreement or otherwise by you; (ii) all sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness; (iii) All expenses, including reasonable attorneys’ fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and (iv) all other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments. Our Security Interest, as described herein, shall be subordinated to any financing related to your operation of the Unit, including, but not limited to, a real property mortgage and equipment leases.

21.3 Additional Documents. You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the

Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

21.4 Possession of Collateral. Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

21.5 Our Remedies in Event of Default. You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of Delaware (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

21.6 Special Filing as Financing Statement. This Agreement shall be deemed a security agreement and a financing statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a financing statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

ARTICLE XXII

YOUR ACKNOWLEDGMENTS

22.1 Your Acknowledgments. You acknowledge, warrant and represent to us, with the intention that we will be relying thereon in entering into this Agreement, that:

22.1.1 No representation has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, “franchise sellers” (as such term is defined by law), salespersons, or representatives) which has been relied upon by you or any of your affiliates as to the future or past revenues, income, expenses, sales volume or potential profitability, earnings or income of the Franchised Business, Unit, or any other Business or Unit, other than any information we may have provided in our franchise disclosure document, nor have we or any of the foregoing made any representations, statements or promises to you which conflict with, contravene or vary from the contents of our franchise disclosure document. You acknowledge and agree, and covenant never to assert otherwise in any setting, that the foregoing representations (and your other representations in this Agreement) are statements of indisputable fact and thus do not constitute any waiver of any rights or protections which you may enjoy under any franchise or similar law, rule or regulation.

22.1.2 No representation or statement has been made by us (or any of our or their officers, directors, managers, employees, agents, salespersons, or representatives) which has

been relied upon by you regarding our anticipated income, earnings and growth or that of the System, or the viability of the business opportunity being offered under this Agreement.

22.1.3 Before executing this Agreement, you have had the opportunity to contact all of our existing franchisees.

22.1.4 You have been advised and given the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your choosing. You have either consulted with these advisors or have deliberately declined to do so.

22.1.5 You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

22.1.6 No representation or statement has been made by us or our affiliates (or any of our or their officers, directors, managers, employees, agents, salespersons, or representatives) which has been relied upon by you regarding your ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.

22.1.7 You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.

22.1.8 Attached hereto as Exhibit F is a Franchisee Disclosure Acknowledgment Statement. You shall have received and answered the questions thereon, relating to representations that have or have not been made to you. You have executed the Statement voluntarily and attached it hereto.

22.1.9 You understand and agree that we may manage and change the System and our business in any manner that is not expressly prohibited by this Agreement. Whenever we have the right within this Agreement to take or withhold action or to grant or decline to you the right to take or withhold action, we may make such a decision on the basis of our business judgment of what is in our best interests and those of the System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether our decision adversely affects you. Absent applicable statute, we shall have no liability for such a decision and you agree that our decision will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, you agree that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

22.1.10 Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Unit, you retain the right and sole responsibility for the day-to-day management and operation of the Unit and the implementation and maintenance of System standards at the Unit.

22.1.11 You acknowledge and agree that we may modify the offer of our franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

22.1.12 You acknowledge that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

22.1.13 You acknowledge that the covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

ARTICLE XXIII

LIABILITY OF “FRANCHISEE”; GUARANTY

23.1 Liability of “Franchisee”. The terms “Franchisee” and “you” as used in this Agreement will refer to each person executing this Agreement as Franchisee, whether that person is one of the spouses, partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you, and will apply to each of these persons as if he/she were the only named Franchisee in this Agreement. If you are a married couple, both spouses executing this Agreement will be liable for all your obligations and duties as Franchisee under this Agreement as if the spouse were the sole Franchisee under this Agreement. If you are a partnership or proprietorship, or if more than one person executes this Agreement as Franchisee, each partner, proprietor or person executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement. If you are a trust, each trustee, grantor and beneficiary signing this Agreement will be liable for all the obligations and duties of Franchisee under this Agreement. All owners of such entity executing this Agreement will be liable for all obligations and duties of Franchisee under this Agreement as if each such owner or the sole franchisee under this Agreement.

23.2 Guaranty. We may require certain individuals or other entities (the “Guarantors”) to guarantee all of your duties, requirements and obligations under this Agreement, both financial and non-financial, by executing a guaranty substantially in the form of Exhibit G to this Agreement (the “Guaranty”). In the event of the death of any Guarantor, we may require replacement guarantees sufficient in our sole business judgment to provide us with the same protection as we had originally bargained for. If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity Guarantor

without first proceeding against you and without proceeding against or naming in the action or proceeding any other such Guarantor. Your obligations and those of each such Guarantor will be joint and several. Notice to or demand upon one such Guarantor will be considered notice to or demand upon you and all such Guarantors. No notice or demand need be made to or upon all such Guarantors. The cessation of or release from liability of you or any such Guarantor will not relieve you or any other Guarantor, as applicable, from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

ARTICLE XXIV
MISCELLANEOUS

24.1 Notices. Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through “signature capture” or otherwise, of documenting delivery or attempted delivery of the notice, or, as provided below, by electronic mail; and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Manual a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to Franchisor:

EYEMAZY FRANCHISING USA INC.
Prime Tower, Office 804, Business Bay,
Dubai, United Arab Emirates
Attention: President

With a copy to:

Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Attention: Dale A. Cohen, Esq.
Facsimile: (212) 259-8552

Any notice to you will be addressed to you at:

Attention: _____

Either party to this Agreement may, in writing, on ten calendar days’ notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

24.2 Integration of Agreement. This Agreement, all attachments or exhibits to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in the preceding sentence, however, is intended to disclaim the

representations we made in the franchise disclosure document that we provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the Franchised Business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information; that, if they nevertheless do, you have not relied on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-Franchised Businesses and Units.

24.3 No Oral Modification. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You expressly acknowledge that no oral promises were made to you (or, if they were, that you are not relying and will not rely on any such oral promise) and that our obligations are confined exclusively to those set forth in this Agreement. You understand and assume the business risks inherent in this enterprise.

24.4 Approvals. Whenever this Agreement requires you to secure our prior approval or consent, such approval or consent must be obtained in writing and must be timely sought.

24.5 Waiver and Delay. No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of such breach or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting the foregoing, our acceptance of any payment specified to be paid by you under this Agreement will not be, nor constitute, our waiver of any breach of any term, covenant or condition of this Agreement.

24.6 Our Withholding of Consent – Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce this Agreement's provisions, for specific performance or for declaratory judgment.

24.7 No Warranty or Guaranty. If we afford you a waiver, approval, consent or suggestion in connection with this Agreement, we do not thereby make any warranty or guaranty upon which you may rely and by doing so we assume no liability or obligation to you.

24.8 Our Right to Cure Defaults. In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election,

immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you immediately upon demand.

24.9 Unavoidable Delay or Failure to Perform. Any delay in our performance of any duties under this Agreement, or any non-performance of such duties, that is not our fault or within our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third-party vendors; strikes; lockouts; and any other similar event beyond our control) will not constitute a breach or cause a default under this Agreement, provided, however, that we will take all steps reasonably possible to mitigate damages caused by such failure or delay.

24.10 Continued Obligation to Pay Sums. If a Force Majeure event shall occur, then, in addition to payments required under Section 17.2.5, you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnified Parties shall continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.2.5 and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

24.11 Legal Actions, Governing Law and Venue.

24.11.1 Except as otherwise provided by this Agreement, each party to any legal action or proceeding brought against the other party shall be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals). You acknowledge, however, that certain provisions of this Agreement provide that should we prevail in certain legal actions or proceedings against you, you must reimburse us for all costs and expenses incurred in connection with such legal actions or proceedings (including any appeal thereof), including reasonable attorneys' fees, experts' fees, court costs and all other expenses we incur.

24.11.2 If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives (the "Franchisee Party(ies)") your Unit and/or your Franchised Business by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor; or if we become a party

to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

24.11.3 This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is 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 we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that successor state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is not enforceable under the laws of Delaware (or a successor state we designate as provided above), and if your Franchised Business is located outside of Delaware (or such hereafter designated state) and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section 24.11.3 is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of Delaware, or any successor state we designate (as provided above), which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

24.11.4 Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section 24.11.4 shall not be construed as preventing either party from removing an action or proceeding from state to federal court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating

to, your Unit or Accepted Location, we may bring such an action in any state or federal district court which has jurisdiction.

24.11.5 The parties to this Agreement (as denominated in the preamble hereto) explicitly waive their respective rights to a jury trial in any litigation between them and hereby stipulate that any such trial shall occur without a jury.

You, your Guarantors and the other Franchisee Parties hereby irrevocably waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between such parties and/or any of their affiliates and us and/or any of our affiliates, and you and such others covenant never to advance or pursue any such claim for punitive damages. You and such others agree that in the event of a dispute, you and such others shall be limited to the recovery from the Franchisor Parties of any actual damages sustained by you or them. You covenant to secure from any Franchisee Party which does not execute this Agreement his/her/its execution of a writing specified by us, in the Manual or otherwise, irrevocably confirming the applicability to them of the provisions of this Section 24.11.5, in such manner and by such time we reasonably specify.

24.11.6 You and the other Franchisee Parties may only pursue any claim you have against us or the other Franchisor Parties in an individual legal action or proceeding. Neither you nor any other Franchisee Party shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other Eyemazy® franchisee, franchise owner, franchisee guarantor, or other claimant, nor will you or any other Franchisee Party maintain any action or proceeding against us and the other Franchisor Parties in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Franchisee Party seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Franchisor Parties with any other litigation against us or such other Franchisor Parties.

24.11.7 Any and all legal actions or proceedings brought by you against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

24.12 Injunction. You explicitly affirm and recognize the unique value and secondary meaning associated with the System and the Proprietary Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the System or the Proprietary Marks by you, will cause irreparable damage to us and other System franchisees. You therefore agree that if you engage in such noncompliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the term of this Agreement, we and our affiliates will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent

injunctions without the requirement that we post a bond of any type or nature, or any other form of security, and without the requirement to prove the adequacy of money damages as a remedy, and without waiving any other rights or remedies at law or in equity. You will be responsible for payment of all costs and expenses, including reasonable attorneys' and expert fees, which we and/or our affiliates may incur in connection with our efforts to secure such injunctive relief.

24.13 Our Business Judgment. Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option using our business judgment, taking into consideration our assessment of the long term interests of the System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

24.14 No Third-Party Beneficiaries. This Agreement is entered into solely between you and us. Other than our affiliates or as expressly set forth in this Agreement, there is no intended third-party beneficiary of this Agreement and you agree that none is to be presumed or deemed to exist.

24.15 Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Electronic and facsimile signatures will be considered as binding and conclusive as if original.

24.16 Captions. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

24.17 Construction and Interpretation. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid. As used in this Agreement, the words "include", "includes", or "including" are used in a non-exclusive sense and shall be construed to mean "including without limitation".

24.18 Survival of Terms. Any provision of this Agreement which imposes in any fashion, directly or indirectly, an obligation following the termination, expiration or transfer of this Agreement will survive the termination, expiration or transfer and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

24.19 Severability of Provisions. Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future law, rule or regulation which by its terms is applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, that provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect, unless said provision pertains to the payment of monies due to us or our affiliates under this Agreement of any type or nature whatsoever, in which case we may at our option terminate this Agreement. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement (but not any of its payment provisions) and the parties agree to be bound by and perform this Agreement as so modified.

24.20 Joint and Several Obligations. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. If Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to us under this Agreement are joint and several.

24.21 Rights and Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any of your affiliates and us. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of our rights pursuant to Article 17 of this Agreement shall not discharge or release you from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

24.22 References. Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

24.23 No Rights or Remedies Except to the Parties. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

24.24 Effectiveness of Agreement. This Agreement shall not become effective until signed by an authorized officer of ours.

24.25 Modification of the System. You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Proprietary Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any Franchised Business, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the Franchised Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

24.26 Operation in the Event of Absence or Incapacity. In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to manage and operate the Franchised Business, to manage and operate the Franchised Business for so long as we deem necessary and practical, without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of

the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties. We will charge a Management Fee, in the amount of twenty (20%) of Gross Sales, if we manage and operate your Unit. In addition, you must reimburse our expenses.

24.27 Step-In Rights. If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to manage and operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. We will charge a Management Fee, in the amount of twenty (20%) of Gross Sales, if we manage and operate your Unit. In addition, you must reimburse our expenses. We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

24.28 Further Assurances. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

ARTICLE XXV

SUBMISSION OF AGREEMENT

Our tendering this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the "Effective Date", will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER

REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

Date of signature: _____

FRANCHISEE:

(Name of Corporation or Other Entity)

By: _____

Its: _____
(Title)

(Print Name)

FRANCHISOR:
EYEMAZY FRANCHISING USA INC.

By: _____

Name: _____

Title: _____

Date of signature: _____

(the "**Effective Date**")

EXHIBIT A TO THE FRANCHISE AGREEMENT
ACCEPTED LOCATION AND DESIGNATED TERRITORY

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Franchised Business shall be located at the following Accepted Location:

_____ (If no location is indicated here, the parties shall sign a revised Exhibit A when the location has been approved by the Franchisor in accordance with Section 2.2 of the Franchise Agreement.)

2. DESIGNATED TERRITORY:

Pursuant to Section 1.6 of the Franchise Agreement, the Designated Territory shall be a radius of _____ around the Franchised Business.

APPROVED:

FRANCHISEE:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT B TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned (“Assignor”) assigns, transfers and sets EYEMAZY FRANCHISING USA INC., a Delaware corporation (“Assignee”), all of Assignor’s right and title to and interest in that certain “Lease,” a copy of which is attached hereto, respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor’s obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor’s default under the Lease or under the “Franchise Agreement” for an Eyemazy Franchised Business between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee’s prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee’s failure to agree otherwise in writing and upon Assignor’s failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:
EYEMAZY FRANCHISING USA INC.

ASSIGNOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

_____ (“Lessor”) has entered into a lease (the “Lease”) with _____ (“Franchisee”), for the premises located at _____ (the “Premises”). Lessor understands that Franchisee is operating an independently owned and operated franchised Eyemazy business pursuant to a Franchise Agreement with Eyemazy Franchising USA Inc. (“Franchisor”), and that, as a condition of Franchisee obtaining those rights, Franchisee agreed to include the following provisions in the Lease. Therefore, Lessor hereby agrees to the following:

(a) Lessor shall notify Franchisor in writing of and upon Franchisee’s failure to cure any default by Franchisee under the Lease. Notice to Franchisor shall be sent to Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates, ATTN: President (which address may change upon certified letter to Lessor). Franchisor will have the right, but not the obligation, to cure any such default by Franchisee under the Lease within thirty (30) days after Lessor’s delivery of notice of the default.

(b) Lessor shall notify Franchisor at least ten (10) business days prior to any amendment or modification of the Lease is entered into by Lessor and Franchisee.

(c) Lessor consents to the Collateral Assignment and agrees that if Franchisor takes possession of the premises and confirms to Lessor that it has assumed the Lease as tenant (which Franchisor is under no obligation to do), Lessor will recognize Franchisor as tenant under the Lease, provided that Franchisor cures within the thirty (30) day period noted in section (b) above Franchisee’s defaults under the Lease; and

(d) Franchisor may further assign the Lease to or enter into a sublease with another franchisee, licensee, joint venture partner or other designee of Franchisor as a substitute tenant who agrees to assume the tenant’s obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Franchisor will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Eyemazy Franchised Business.

(e) Following the termination or expiration of the Lease or Franchisee’s Franchise Agreement with Franchisor, as the case may be, Franchisor shall have the right to enter the Premises for purpose of inspecting the Premises to assure Franchisee’s compliance with its de-identification obligations (i.e., removing signage bearing the Franchisor’s trademarks, logos, and other indicia of the franchise system) and, if not sufficiently de-identified, to complete such tasks on Franchisee’s behalf. Franchisor complete such tasks as a representative of Franchisee and Lessor shall look only to Franchisee for liability or indemnification in connection with same.

(f) It is understood that Franchisor shall entitled to the benefits of the terms of herein, but is not a party to, obligated under or entitled to the benefits of any other part of the Lease, except as may be expressly set forth therein.

Dated: _____

_____, Lessor

EXHIBIT C TO THE FRANCHISE AGREEMENT
OWNERSHIP OF FRANCHISEE

1. **Business Entity.** Franchisee was incorporated or formed on _____, 20____, under the laws of the State of _____. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

<u>Name of Person</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Ownership.** The following is a list of all shareholders, partners, owners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

<u>Name</u>	<u>Percentage of Ownership/Nature of Interest</u>
_____	_____% / _____
_____	_____% / _____
_____	_____% / _____
_____	_____% / _____

This Principal Owners Statement is current and complete as of _____, 20__

OWNER

INDIVIDUALS:

[Signature]

[Print Name]

[Signature]

[Print Name]

**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP:**

[Name]

By: _____

Title: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

CLASSIFICATION: _____

**(Relationship to Franchisee – Owner,
Shareholder, Officer, Director, Attorney,
Employee, Etc.)**

_____ (“Franchisee”) is a franchisee of EYEMAZY FRANCHISING USA INC. (“Franchisor”) pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the “Franchise Agreement”).

I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, 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 any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me (“Confidential Information”), and I will not divert any business to competitors of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will 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 is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the Franchisor’s system for establishing and operating Eyemazy businesses (the “System”); Franchisor’s Confidential Operating Manual (as same may be amended from time to time, the “Manual”); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its affiliates.

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 data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of one (1) year immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Franchise Agreement contemplates will be engaged in by Franchisee; or, which offers or sells any other service, product or component which now or in the future is part of the System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two (2) years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Franchisee's Designated Territory (as defined in the Franchise Agreement), within ten (10) miles of the boundaries of Franchisee's Designated Territory, or within ten (10) miles of any Eyemazy Unit in the System (whether Franchisor-owned, franchised or otherwise established and operated).

It is the intention of these provisions to 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. Nothing herein will prevent me from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Franchisee do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; 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. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) 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 set forth in 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 Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees)

incurred by Franchisor 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 Franchisee and/or Franchisor 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 Franchisee or Franchisor 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 Delaware, and if the franchised business is located outside of Delaware and the provision would be enforceable under the laws of the state in which the franchised business 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, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in the state, county, and judicial district in which Franchisor's principal place of business is located. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in the state, county, and judicial district in which Franchisor's principal place of business is located.

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).

Witnessed By:

(Print Name)

Witness/Date

(Signature)

(Date)

EXHIBIT E TO THE FRANCHISE AGREEMENT
ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND
PAYABLE TO EYEMAZY FRANCHISING USA INC.
(“COMPANY”)

Depositor hereby authorizes and requests _____ (the “Depository”) to initiate debit and credit entries to Depositor’s checking or savings account (select one) indicated below drawn by and payable to the order of EYEMAZY FRANCHISING USA INC. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository’s rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____ Account Number: _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

Date Signed

Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT F TO THE FRANCHISE AGREEMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

IF YOU ARE A CALIFORNIA FRANCHISEE, YOU SHOULD NOT COMPLETE OR SIGN THIS DOCUMENT.

IF YOU ARE A WASHINGTON FRANCHISEE, YOU SHOULD NOT COMPLETE OR SIGN THIS DOCUMENT.

As you know, EYEMAZY FRANCHISING USA INC. (the “Franchisor”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the establishment and operation of an Eyemazy franchised business (the “Franchised Business”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor. If you are a California franchisee, please do not answer Questions 9-15; if you do, Franchisor will destroy and disregard it.

In the event that you are intending to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes/No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes/No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes/No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes/No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes/No _____

If No, do you wish to have more time to do so?

Yes/No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes/No _____

10. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

11. Has any person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

12. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

13. Has any person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

14. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes/No _____

15. Has any person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes/No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this on _____.

FRANCHISEE:

Print Name of Legal Entity

By: _____
Signature

Print Name _____

Title _____

EXHIBIT G TO THE FRANCHISE AGREEMENT
GUARANTY OF
EYEMAZY FRANCHISING USA INC. FRANCHISE AGREEMENT

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated the _____ day of _____, 20__, between Eyemazy Franchising USA Inc. ("Franchisor") and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee

and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guaranty is to be exclusively construed in accordance with and/or governed by 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 Guaranty would not be enforceable under the laws of Delaware, and if the business franchised under the Franchise Agreement is located outside of Delaware and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guaranty 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.

Any litigation arising out of or related to this Guaranty will be instituted exclusively in a court of competent jurisdiction in the state, county, and judicial district in which Franchisor's principal place of business is located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in the state, county, and judicial district in which Franchisor's principal place of business is located. The undersigned 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).

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date of the Franchise Agreement.

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

EXHIBIT H TO THE FRANCHISE AGREEMENT
AMERICANS WITH DISABILITIES ACT (“ADA”) CERTIFICATION

EYEMAZY FRANCHISING USA INC., a Delaware corporation (“**Franchisor**”) and _____ (“**Franchisee**”) are parties to a Franchise Agreement dated _____ for the operation of an Eyemazy franchised business at _____ (the “Franchised Business”). In accordance with Article 2 of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee’s knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisee does not constitute ownership, control, leasing or operation of the Franchised Business. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee acknowledge its obligation under this Franchise Agreement to indemnify Franchisor and the officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee’s compliance with the Americans with Disabilities Act, as well as the costs, including attorneys’ fees, related to the same.

FRANCHISEE:

By: _____

Name: _____

Title: _____

EXHIBIT I TO FRANCHISE AGREEMENT
Operating Certificate

Dated: [insert date] 20[____]

This Operating Certificate (the “**Certificate**”) relates to the Unit to be operated at:
[Address of Premises] (the “**Site**”)

1. This Certificate is issued pursuant to the franchise agreement (the “**Franchise Agreement**”) dated [_____] between EYEMAZY FRANCHISING USA INC. (the “**Franchisor**”) and [_____]. (the “**Franchisee**”) under which the Franchisor granted the Franchisee the right to open and operate the Unit either subject to certain terms and conditions. Words and expressions defined in the Franchise Agreement will have the same meaning in this Certificate.
2. Pursuant to the Franchise Agreement, the Franchisor approves the Site for the operation of the Unit.
3. Where the Franchisor has not carried out an inspection before the opening of the Unit this approval is granted on the basis of the information provided to it by the Franchisee and its representatives and the Franchisee's assurance that the Unit complies in all respects with the detailed plans, specifications and standards approved and/or designated by the Franchisor and is subject to the Franchisor's continuing right to inspect and require changes if the Unit does not comply with those plans, specifications and standards.
4. Where the Franchisor carried out an inspection before opening and this resulted in a list of defects being provided to the Franchisee, the Franchisor's approval is given subject to the Franchisee remedying such list of defects within thirty (30) days of the opening of the Unit. If such defects are not remedied to the Franchisor's satisfaction within the thirty (30) day period, it may revoke this Certificate and terminate the Franchisee's right to operate the Unit at the Site.
5. In consideration of the Franchisor giving its approval to the operation of the Unit the Franchisee agrees to operate the Unit at the Site subject to and in accordance with the terms and conditions set out in the Franchise Agreement and the Manual which, together with this Certificate, form the contract for the Unit operation of the described above.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

FRANCHISEE:
[NAME OF FRANCHISEE]:
By: _____
Name: _____
Title: _____
Date of signature: _____

FRANCHISOR:
EYEMAZY FRANCHISING USA INC.
By: _____
Name: _____
Title: _____
Date of signature: _____

EXHIBIT J TO FRANCHISE AGREEMENT
STATE ADDENDA TO THE FRANCHISE AGREEMENT

FRANCHISE AGREEMENT ADDENDUM FOR CALIFORNIA

This Addendum to the Franchise Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of California; (b) Franchisee is a resident of the State of California; and/or (c) the Unit will be located or operated in the State of California.

2. The California Department of Financial Protection and Innovation 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 the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

4. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Franchise Agreement.

5. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently of this Addendum.

6. 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 the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

7. The following sentence is hereby stricken from Article XXV of the Franchise Agreement for, and does not apply to, California franchisees: “YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.”

8. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FRANCHISE AGREEMENT ADDENDUM FOR HAWAII

This Addendum to the Franchise Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to you was made in the State of Hawaii; (b) you are a resident of the State of Hawaii; and/or (c) the Unit will be located or operated in the State of Hawaii.
2. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.
3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
4. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum.
5. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FRANCHISE AGREEMENT ADDENDUM FOR ILLINOIS

This Addendum to the Franchise Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the Unit will be located or operated in the State of Illinois.

2. The following sentence is added to the end of Section 4.1:

“We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Illinois Attorney General’s Office due to our financial condition.”

3. The following sentence is added to the end of Article III and Article XVII:

Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. The following sentence is added to the end of Section 24.11.3:

Notwithstanding the foregoing, Illinois law will govern this Agreement.

5. The following sentence is added to the end of Section 24.11.4:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois; however, a franchise agreement may provide for arbitration in a venue outside of Illinois.

6. The following sentence is added to the end of Section 24.11.7:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the Franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the Franchisee of a written notice disclosing the violation.

7. The following sentence is added to the end of Section 24.5:

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

8. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement;

or (b) 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.

9. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum.

10. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Franchise Agreement.

11. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FRANCHISE AGREEMENT ADDENDUM FOR MINNESOTA

This Addendum to the Franchise Agreement dated as of _____ (“Franchise Agreement”) between Eyemazy Franchising USA Inc. (“Franchisor,” “you” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Unit will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 3.2.1 and Section 14.4:

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Section 4.1 of the Franchise Agreement:

“We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Minnesota Securities Registration Division due to our financial condition.”

4. The following sentence is added to the end of Article III and Article XVII:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of franchise agreements.

5. The following sentences are added to the end of Section 24.11.4:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. The following sentence is added to the end of Section 24.11.7:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

7. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

8. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act and the Rules and Regulation promulgated thereunder are met independently of this Addendum.

9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FRANCHISE AGREEMENT ADDENDUM FOR NEW YORK

This Addendum to the Franchise Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Unit will be located or operated in the State of New York.

2. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

3. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Franchise Agreement.

4. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently of this Addendum.

5. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
THE FRANCHISE
AGREEMENT, AND ALL RELATED AGREEMENTS
FRANCHISE AGREEMENT ADDENDUM FOR WASHINGTON**

This Addendum to the Franchise Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Franchisee,” “you” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, 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.

1. **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.

2. **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.

3. **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.

4. **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).

5. **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.

6. **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.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **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.

9. **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).

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **Non solicitation 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.

16. **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.

17. **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).

18. **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.

19. The following sentence is added to the end of Section 4.1 of the Franchise Agreement:

“We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Washington Securities Division due to our financial condition.”

20. The following sentence is removed from Section 10.2.3 of the Franchise Agreement:

“The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests.”

321. The following sentence is added to the end of Article XV of the Franchise Agreement:

“Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party’s negligence, willful misconduct, strict liability, or fraud.”

422. Section 22.1 of the Franchise Agreement does not apply in Washington.

523. The following phrase is removed from Section 24.2 of the Franchise Agreement:

“that, if they nevertheless do, you have not relied on any such financial performance information given to you by any such individual;”

624. The following phrase is removed from Section 24.3 of the Franchise Agreement:

“(or, if they were, that you are not relying and will not rely on any such oral promise)”

725. The following sentence is removed from Section 24.3 of the Franchise Agreement:

“You understand and assume the business risks inherent in this enterprise.

826. The following sentence is added to the end of Section 24.13 of the Franchise Agreement:

“For the avoidance of doubt, this Section 24.13 of the Franchise Agreement does not modify our duty to deal with franchisees in good faith under RCW 19.100.180(1).”

927. The following sentence is hereby stricken from Article XXV of the Franchise Agreement for, and does not apply to, Washington franchisees: “YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.”

~~10. — In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

[Signature Page Follows]

~~11. — RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~12. — 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.~~

~~13. — A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~14. — Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~15. — 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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~16. — RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from: (a) soliciting or hiring any employee of a franchisee of the same franchisor; or (b) 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. — No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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. — Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

The undersigned parties do hereby acknowledge receipt of this Addendum.

FRANCHISEE:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

EYEMAZY FRANCHISING USA INC.
AREA DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

1. INTRODUCTION 1

2. GRANT OF AREA DEVELOPMENT RIGHTS..... 1

3. TERRITORY 1

4. TERM 3

5. AREA DEVELOPMENT FEE..... 3

6. DEVELOPMENT SCHEDULE..... 4

7. EXECUTION OF FRANCHISE AGREEMENTS 5

8. OUR DUTIES..... 5

9. YOUR DUTIES..... 5

10. CONFIDENTIAL INFORMATION 8

11. COVENANTS NOT TO COMPETE..... 8

12. ASSIGNMENT 10

13. PROPRIETARY MARKS..... 11

14. RELATIONSHIP OF THE PARTIES..... 11

15. DEFAULT AND TERMINATION..... 12

16. OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION 13

17. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE) 14

18. ADDITIONAL PROVISIONS..... 14

19. SUBMISSION OF AGREEMENT 18

EXHIBITS

- A DEVELOPMENT RIGHTS; DEVELOPMENT TERRITORY; DEVELOPMENT SCHEDULE
- B FIRST UNIT FRANCHISE AGREEMENT YOU AND WE WILL SIGN
- C CONFIDENTIALITY/NON-COMPETITION AGREEMENT
- D GUARANTEE
- E OWNERSHIP ADDENDUM
- F STATE ADDENDA TO DEVELOPMENT AGREEMENT

EYEMAZY FRANCHISING USA INC.
AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between EYEMAZY FRANCHISING USA INC., a Delaware corporation having its principal address at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates ("we," "us," "our" or "Franchisor") and _____, whose principal address is _____ ("you", "your" or "Area Developer").

1. INTRODUCTION

1.01 The Eyemazy Businesses, System and Proprietary Marks

As a result of the expenditure of time, skill, effort and money, we and our Affiliates (as defined in Section 3.03) have developed and own a unique and distinctive system (the "**System**") for the establishment of businesses that operate retail outlets in the form of either brick and mortar shops or kiosks (each, an "**Unit**") providing decorative iris photography, offering and selling a line of Eyemazy jewelry ("**Eyemazy Jewelry**") and selling other related programs, products and services. The System makes use of our proprietary hardware, software and processes for the capture, optimization and printing of the human iris image, transforming it into a unique & personalized work of art, showing stunning colours and 3D structures of the iris not usually apparent to the observer. The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary equipment and products; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which may be changed, improved, and further developed by us from time to time. We identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Eyemazy[®]" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (the "**Proprietary Marks**")

1.02 The Area Development Business

You wish to operate a business (the "**Area Development Business**") that obtains the right to acquire, develop, own and operate a specified number of Units set forth on Exhibit A (the "**Development Rights**") in those geographical territories defined below and set forth on Exhibit A (the "**Development Territory**") and pursuant to a mutually agreed development schedule defined below and set forth in Exhibit A (the "**Development Schedule**"). We wish to grant you the Development Rights to acquire, develop, own and operate Units in the Development Territory pursuant to the Development Schedule, and subject to the terms, covenants and conditions set forth in this Agreement.

2. GRANT OF DEVELOPMENT RIGHTS

2.01 Development Rights

We grant you, and you accept and undertake the right and obligation to establish the Area Development Business and to develop Units in the Development Territory pursuant to the Development Schedule subject to the terms, covenants and conditions of this Agreement and the terms of each Unit Franchise Agreement (referred to individually as a "**Franchise Agreement**" and collectively as the "**Franchise Agreements**") entered into between you and us for the operation of Units, and all agreements related to the Franchise Agreements.

3. TERRITORY

3.01 Territorial Grant

You undertake the obligation to exercise the Development Rights by developing, owning and operating Units within the Development Territory. The Development Territory embraces the Franchise Territories (as defined below). Each "**Franchise Territory**" is the restricted geographic area within which you agree to establish and operate a Unit pursuant to the Franchise Agreement which this Agreement contemplates will be entered into between you and us. The Franchise Territories are set forth in Exhibit A to this Agreement.

3.02 PES Unit

If you have operated one of your Units pursuant to a Franchise Agreement for at least 12 (twelve) months, and are and remain in compliance with all of your agreements with us, we may (but need not) agree to offer you the right to develop, open and operate a temporary popup/event/seasonal Unit within your Development Territory (each, a "**PES Unit**") subject to the terms and conditions in our then-current PES Unit Addendum, the current version of which is attached to the Disclosure Document as Exhibit G.

3.03 Our Restrictions

Within the Development Territory, we, our parent, our affiliates, and our or our parent's affiliates, subsidiaries and designees (together, the "**Affiliates**") will not operate company-owned businesses of the type contemplated by this Agreement and franchised under the Franchise Agreements, or enter into any other agreements granting others the rights to own, develop, or operate Units, all so long as you are not in default under this Agreement and all other related agreements, and except as provided in Section 3.04 ("**Rights We Reserve**"). These restrictions will terminate immediately upon the expiration or sooner termination of this Agreement for any reason.

You acknowledge that this Agreement confers no marketing exclusivity upon you in the Development Territory and that all Units (whether company-owned, company joint-ventured, franchised or otherwise) may solicit, service, advertise and offer their products and services to any individual or entity, regardless of your or its geographic location, including your Development Territory.

3.04 Rights We Reserve

You understand and agree that we and/or our Affiliates may, in or outside the Development Territory (except as restricted by Section 3.03 of this Agreement), engage in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities. You further understand and agree that this Agreement does not confer upon you any right to participate in or benefit from such other concepts or business activities, regardless of whether they are conducted under the Proprietary Marks or not. Our and our Affiliates' rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. We thus may engage in, or authorize others to engage in, any form of business offering and selling any type of program, product or service except as restricted by Section 3.03 above.

By way of example, we and/or our affiliates may own, operate or authorize others to own or operate any type of business at any location whatsoever, including within your Development Territory, so long as such other business does not sell under the Proprietary Marks the same type of programs, products or services which your Unit offers and sells (except as permitted below). Further, we and/or our affiliates may (i) during the Term own, operate or authorize others to own or operate Units at any location outside of your Development Territory, including immediately proximate to your Development Territory and (ii) after termination or expiration of this Agreement, operate or authorize others to own or operate Units at any location within your Development Territory.

You further understand, acknowledge and agree that we and our affiliates alone have the right, both within and outside of the Development Territory, to:

(a) Offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional sites, including nontraditional sites situated in your Development Territory and identified in whole or in part by the Proprietary Marks, through the establishment of Units, mobile units or "shop in shops", and that, by contrast, you are precluded in engaging in such activity. "Non-Traditional Sites" include: gas stations; transportation facilities, including toll roads, airports, train stations, subways and rail and bus stations; military bases and government offices and facilities; sports facilities, including stadiums and arenas; theaters; reports; amusement parks, zoos and convention centers; car and truck rest stops and travel centers; educational facilities; recreational theme parks; hospitals and health care facilities; guest lodging facilities; day care facilities of any type; condominium and cooperative complexes; the premises of any third-party retailer (including shops, stores and department stores); schools and universities; Indian

reservations; casinos; or any similar captive market or any other location to which access to the general public is restricted. You understand and acknowledge that if any Non-Traditional Site is located within the physical boundaries of your Development Territory, then the premises of this Non-Traditional Site will not be included in your Development Territory and you will have no rights to this Non-Traditional Site.

(b) Offer and sell within and outside your Development Territory, and under the Proprietary Marks, any and all programs, products or services and/or their components (including those used or sold by your Unit), whether or not a part of the System, through any alternative method of distribution including, without limitation, such alternative channels of distribution as the internet/worldwide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); or, any other channel of distribution whatsoever except for a Unit in your Development Territory.

In addition, you understand, acknowledge and agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks, including the Proprietary Marks, regardless of the location of these businesses and/or facilities, which may be within the Development Territory or immediately proximate to the Development Territory.

You waive and release any claims, demands or damages arising from or related to any of the above activities and promise never to begin or join in any legal action or proceeding, directly or indirectly contending otherwise.

4. TERM

4.01 Term

The term ("**Term**") of this Agreement will be for a period beginning on the date we sign this Agreement and extending until the earlier of either the actual or scheduled Date of Execution of the last Franchise Agreement executed pursuant to this Agreement and specified in Section 6.01 of this Agreement, unless sooner terminated in accordance with the provisions of this Agreement. This Agreement shall not be subject to renewal. Upon the termination or expiration of this Agreement, we and our Affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Units within the Development Territory subject only to the territorial rights granted to you with respect to Units operated by you pursuant to the Franchise Agreements.

5. DEVELOPMENT FEE

5.01 Development Fee

In consideration of our execution of this Agreement, you agree to pay us simultaneously with the execution of this Agreement us an development fee ("**Development Fee**") that is calculated based on the total number of Units you commit to develop hereunder. The Development Fee will be equal to the Initial Franchise Fee (i.e., ~~\$9,900~~11,250) multiplied by the number of Units to be developed hereunder.

The Development Fee is payable in full when you sign this Agreement and will be fully earned when paid. You recognize that we have incurred administrative and other expenses in relation to this Agreement, and that our development opportunities have been lost or curtailed as a result of the territorial rights granted to you in this Agreement. Therefore, we will not refund the Development Fee in whole or in part, under any circumstance.

For each Unit developed under the Area Development Agreement, the Initial Franchise Fee due for each Unit will be credited against the pro rata portion of the Development Fee. In addition, you will be required to pay us the ~~\$9,900~~11,250 Unit Opening Fee upon delivery of an Operating Certificate for each Unit under a Franchise Agreement.

By way of example only, if you commit to open 5 Units hereunder, you will be required to pay us a non-refundable Development Fee equal to ~~\$49,500~~56,250 (i.e., ~~\$9,900~~11,250 x 5 Units) due in one lump sum

upon execution of this Agreement, and then will also be required to pay us a Unit Opening Fee equal to ~~\$9,900~~11,250 for each Unit to be opened thereunder upon delivery of an Operating Certificate for each such Unit under a Franchise Agreement.

6. DEVELOPMENT SCHEDULE

6.01 Development Schedule

For so long as this Agreement is in effect and you are not in default under the terms of this Agreement or any Franchise Agreement, you will have the right and obligation to execute Franchise Agreements for and commence operations of Units pursuant to the Development Schedule set forth in Exhibit A. The Development Schedule sets forth the date on which you must execute the Franchise Agreement for each Unit (the "**Date of Execution**") and the date no later than which you must commence operations of each Unit under each Franchise Agreement (the "**Commencement of Operations Date**").

You may not develop or commence operations of more than the total number of Development Rights without first obtaining our written consent.

An Unit will be considered "developed" if: (a) the Franchise Agreement for the Unit has been signed by you and us, and (b) the Unit has commenced operations in accordance with the Franchise Agreement governing the Unit.

6.02 Failure to Fulfill Development Obligations

Except as provided in Section 17.01 below ("Unavoidable Delay or Failure to Perform [Force Majeure]"), if you fail to adhere to the Development Schedule in Section 6.01 by: (i) failing to execute the Franchise Agreement for each Unit; (ii) failing to commence operations of each Unit on or before the date specified in the Development Schedule; or (iii) failing to maintain operations of each Unit during the initial term of the Franchise Agreement for each Unit, then this will constitute a material breach of this Agreement, which will entitle us to terminate this Agreement, effective immediately.

Notwithstanding the foregoing, if you fail to comply with the Development Schedule, we will have the right (but not the obligation) to: (i) reduce, in whole or in part, the size of the Development Territory within which you will have rights; and/or (ii) reduce, in whole or in part, the total number of Units that you will have the right to develop; and/or (iii) require you to pay us the Unit Opening Fee in respect of each Unit that you failed to open in time in accordance with Development Schedule (the "**Phantom Unit Opening Fee**"), at which point in time you will be deemed to have cured your breach for a period of six (6) months, during which period you will use your best endeavors to open the relevant number of Units by the relevant deadlines; however, if you fail to do so, you will again be deemed to have failed to comply with the Development Schedule and we reserve all of our rights under this Section; or, (iv) terminate this Agreement.

Termination of this Agreement for this reason will not be a termination (constructive or otherwise) of any Franchise Agreement(s) entered into by you and us under which you have already commenced the operation of the Units covered by the Franchise Agreement(s) if you have fully performed and otherwise been in compliance with all of your obligations under the Franchise Agreement(s) in question. In such event, the Development Territory will revert to us, and we may operate or Units within the undeveloped balance of the Development Territory without in any way being in violation of this Agreement. This remedy of ours will be in addition to whatever other remedies we may have at law or in equity.

6.03 Time is of the Essence

Subject to the provision of Section 17.01 below ("Unavoidable Delay or Failure to Perform [Force Majeure]"), your timely performance of your obligations under Article 6 of this Agreement is of material importance and is of the essence to this Agreement.

7. EXECUTION OF FRANCHISE AGREEMENTS

7.01 Execution of Franchise Agreements

You and we will execute a Franchise Agreement for each Unit provided for in the Development Schedule. Each Franchise Agreement will be in the form of our then-current form of Franchise Agreement, modified as follows: (a) we will credit the portion of the Development Fee (as defined in the Franchise Agreement) attributable to each Unit against the Initial Franchise Fee (as defined in the Franchise Agreement) due for the Unit but you will still have to pay the Unit Opening Fee for each such Unit, and (b) the Royalty Fee (as defined in the Franchise Agreement), Global Marketing Fee (as defined in the Franchise Agreement), and local advertising requirements imposed on you by the Franchise Agreement will not be greater than those set forth in the first Franchise Agreement that you will sign (a copy of which is attached to this Agreement as Exhibit 1.01A.1(a)(i)(i)B). Each Franchise Agreement will be executed according to the following procedure:

(1) Within a period of time we deem appropriate, we will deliver to you (if required under applicable law) a copy of our then-current Eyemazy Franchise Disclosure Document, including our then-current Eyemazy Franchise Agreement, modified as provided above (collectively, the "**Franchise Disclosure Document**").

(2) Promptly upon receipt of the Franchise Disclosure Document, you must acknowledge receipt by executing the receipt form ("**Receipt**") form prescribed in the Franchise Disclosure Document and promptly returning the Receipt to us.

(3) No sooner than 14 calendar days but no later than 30 calendar days after you receive the Franchise Disclosure Document, you must, by written notice, notify us as to whether or not you elect to execute our then-current form of Franchise Agreement (modified as provided above) for the Unit.

(4) Promptly upon our receipt of your notice that you elect to execute our then-current form of Franchise Agreement (modified as provided above), we will deliver to you 2 execution copies of the Franchise Agreement. Promptly upon receipt of these execution copies, you must execute the 2 copies and return them to us.

If you fail to perform any of the acts or fail to deliver any of the notices required pursuant to the provisions of subsections (1), (2), (3) or (4) above in a timely fashion, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately on notice to you, with no opportunity to cure.

8. OUR DUTIES

8.01 Duties of Franchisor

So long as you are not in default of this Agreement or the Franchise Agreements, we will grant you the right and obligation to acquire and operate Units in the Development Territory and pursuant to the Development Schedule, upon the terms and subject to the provisions of this Agreement and the terms of each Franchise Agreement entered into between you and us and of all documents related to this Agreement and the Franchise Agreement, and to use solely and in connection with these Franchise Agreements the System as it may be changed, improved, modified or further developed from time to time, in the Development Territory as defined in this Agreement and upon the terms and subject to the provisions of this Agreement and the terms of all documents related to this Agreement and the Franchise Agreements.

Subject to the terms, covenants and conditions in the Franchise Agreements, we will offer and perform the training, instruction, assistance and other activities for which the Franchise Agreements provide.

9. YOUR DUTIES

9.01 Payments to Us

In addition to all other payments under this Agreement, you agree to pay us (or our Affiliates) immediately upon demand:

1. All sales taxes, trademark license taxes and any other taxes, imposed on, required to be collected, or paid by us or our Affiliates (excluding any corporate income taxes imposed on us or our Affiliates) because we or our Affiliates have furnished services or products to you or collected any fee from you.
2. All amounts we advanced, or which we have paid, or for which we have become obligated to pay, on your behalf for any reason.
3. All amounts due to us (or our Affiliates) any other reason.

All payments due to us from you under this Agreement must be paid by check transmitted to our headquarters address, except that we reserve the right to require deposit of payments elsewhere and/or payment by wire transfer or other form of electronic funds transfer.

9.02 Compliance with Franchise Agreement and Laws, Rules and Regulations

You agree to abide by and faithfully adhere to the terms of each Franchise Agreement signed pursuant to this Agreement. You further agree to operate your Area Development Business and develop and operate the Units in strict compliance with all applicable laws, rules and regulations of all governmental authorities; to comply with all applicable wage, hour and other laws and regulations of the federal, state and local governments; to prepare and file all necessary tax returns; to pay all taxes imposed upon you related to the Units; and, to obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of you.

9.03 Indemnification

You hereby agree that you will, at your sole cost, at all times defend us, our Affiliates, and the corporate affiliates, subsidiaries, successors, assigns and designees of each, and the respective directors, officers, employees, agents, attorneys, shareholders, designees, contractors and representatives of each (we and all others referenced above, the "**Indemnitees**"), and indemnify and hold harmless us and the other Indemnitees to the fullest extent permitted by law, from all claims, loss, liability and costs (including court costs, attorneys' fees and experts' fees) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether reduced to judgment) or any settlement which actually or allegedly, directly or indirectly arises out of, is based, upon, is a result of or is related to any of the following:

1. Claims of any type or nature advanced by or against you or any of your officers, directors, shareholders, partners, proprietors, management, agents, employees, affiliates representatives and contractors (or any third party acting on your behalf or at your direction) by a third party (or, as applicable, against a third party) or between or among themselves;
2. Your alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties;
3. Your alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, rule or regulation;
4. Libel, slander or any other form of defamation by you;
5. Your alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement;
6. Any acts, errors, neglects or omissions by you and/or your officers, directors, shareholders, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives (or any third party acting on your behalf or at your direction); and/or
7. Any damage to the property of you, us, any of our Affiliates, or their, our or your officers, directors, management, agents, employees and contractors.

You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three calendar days following your actual or constructive knowledge of it. At your expense and risk, we may elect to assume

(but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless.

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so. Under no circumstances will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you. The indemnification obligations of this Section 9.03 will survive the expiration or sooner termination of this Agreement.

9.04 Business Entity Franchisee Requirements

If you are a business entity, you must comply with the following requirements (which will also apply to any business entity assignee of yours):

1. Furnish us with your articles of incorporation, bylaws, partnership, agreement, limited partnership agreement, limited liability company agreement and other governing documents; list of officers, directors, shareholders, partners (limited and general), proprietors or members (including type, number and percentage of interests held); the Confidentiality/Non-Competition Agreements required under Section 11.01; and any other documents we may reasonably request, and any amendments to them.

2. Confine your activities exclusively to the operation of the Area Development Business and Units, and your governing documents must provide that your activities are confined exclusively to the operation of the Area Development Business and Units.

3. Maintain stop transfer instructions against the transfer on the records of any of your equity securities, and not issue or have outstanding any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this security is subject to the terms and conditions of an Area Development Agreement with Eyemazy Franchising USA Inc., dated _____. Reference is made to the provisions of the Area Development Agreement and to the governing documents of this issuer. This certificate may not be transferable and may not be subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Eyemazy Franchising USA Inc."

5. Maintain a current list of all owners of record and all beneficial owners of any class of your capital stock, general or limited partnership interests, membership interests or similar interests, and furnish this list to us on request.

6. Ensure that your organizational documents expressly restrict the assignment (as defined in Section 12.02) of any direct or indirect ownership interest in you, including your equity interests, and provide that such documents may not be modified without our prior written consent.

7. You or those individuals disclosed on Exhibit E attached hereto shall be the legal and beneficial owner of the outstanding equity of said entity and shall act as such entity's principal officer.

9.05 Best Efforts; Cooperation with Us

You agree to act in good faith and use your best efforts to comply with your obligations under this Agreement, and to cooperate with us in accomplishing the purposes of this Agreement.

9.06 Your Participation in Operations

You agree to devote your full time and efforts to the performance of your duties under this Agreement, and a failure to do so will constitute a material breach of this Agreement, which, unless cured as provided in

Section 15.03 of this Agreement, will result in this Agreement being terminated in accordance therewith. In addition, we may require you to, at all times, either serve as or employ, at your own expense, a designated Area Development manager (the "**Area Development Manager**") to oversee the day to day operations of all of your franchised Units and to serve as our main point of daily contact with authorization to communicate directly with us and to make management decisions in connection with same. Should we require that you hire an Area Development Manager, you acknowledge and agree that your proposed Area Development Manager must satisfy our educational and business criteria, be approved by us in advance and complete our Initial Training Program. You further agree that you must arrange to have your Area Development Manager execute our then-current form of Confidentiality and Non-Competition Agreement. Upon the death, disability or termination of employment of the Area Development Manager, for any cause or reason, you shall immediately notify us, and designate and obtain our prior written approval of an interim or acting Area Development Manager and, no later than 90 calendar days following the death, disability or termination of the predecessor Area Development Manager, you must designate a successor Area Development Manager. Each successor Area Development Manager must be certified to manage multi-unit operations and attend and successfully complete our next scheduled Initial Training Program (as described in the first Franchise Agreement we sign for your first Unit). The failure to employ and train a successor Area Development Manager shall constitute a material breach of this Agreement.

9.07 Terrorism; Crimes; Immigration

You represent and warrant that neither you, nor any entity or individual having an ownership interest in you; nor any affiliate of either yours; nor any officer, director, employee, contractor or servant of any of the foregoing, has in the past supported, currently supports or will in the future support terrorism; provide money or financial services to terrorists; is engaged in terrorism; is on the current United States government list of organizations that support terrorism; has been engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes; and, that all of the foregoing individuals are eligible under applicable United States immigration laws to travel to the United States for training or any other purpose.

10. CONFIDENTIAL INFORMATION

10.01 Restriction on Use of Confidential Information

You agree that you will not, during the Term of this Agreement or thereafter, divulge to or use for the benefit of any other person(s), partnership, proprietorship, association, corporation or entity, any confidential information, knowledge or know-how concerning your or our systems of operation, programs, services, products, customers or practices and/or pertaining to the System and the Eyemazy network ("**Confidential Information**") which we may disclose to you. Any and all information, knowledge, know-how, techniques and information which we, our Affiliates, or their respective officers, designate as confidential will be deemed confidential for the purposes of this Agreement, except information which you can demonstrate came to your attention before our disclosure or which, at or after the time of our disclosure to you, has become a part of the public domain through publication or communication by others.

11. COVENANTS NOT TO COMPETE

11.01 Covenants Not to Compete

You agree that during the Term of this Agreement, and for two years immediately following the expiration or termination of this Agreement for any reason within the geographical area described below, you will not directly or indirectly maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is of a character and concept similar to the Units, including without limitation a photography and/or art business which offers and sells the same or similar products and/or services or any confusingly similar service or product business (a "**Competitive Business**").

During the Term and any Renewal Term of this Agreement, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by the Area Development Business to any other person or entity.

For two years immediately following the expiration or termination of this Agreement for any reason, you are prohibited from directly or indirectly engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant, if the other business is located within your Development Territory, within 10 miles of the perimeter of your Development Territory, or within 10 miles of the perimeter of (or within) the territory of any then-existing Eyemazy Unit (whether company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to 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 the provision of any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing in this Section will prevent you from owning for investment purposes no more than an aggregate of 5% of the capital stock of any Competitive Business you do not control and whose stock is listed on the New York Stock Exchange or the National Association of Securities Dealers Automated Quotation System. It is the intention of these provisions that any person or entity with any legal or beneficial interest in or traceable to or through you be bound by the provisions of this covenant.

You agree to obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit 1.01A.1(a)(i)(i)(i)C) from the following persons and to cause them to refrain from the competitive activities described above: (a) before employment or any promotion, your Keypersons, General Managers, Area Development Managers, any personnel you employ who have received or will receive training from us, all your other managerial employees and any other persons to whom you grant access to Confidential Information; and (b) if you are a business entity, all your officers, directors, equity holders, members and those of any business entity directly or indirectly controlling you, at the same time as the execution of this Agreement (or at such later time as they assume such status). You must furnish us with copies of all signed Confidentiality/Non-Competition Agreements no later than 10 calendar days following their execution.

You agree to prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed pursuant to this Section 11.01 and you acknowledge our right, to be exercised in our sole business judgment, to ourselves enforce the terms of each executed Confidentiality/Non-Competition Agreement.

11.02 Enforcement of Covenants Not To Compete

You acknowledge that violation of the covenants not to compete in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. You therefore consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of these covenants not to compete, without the necessity of our posting any bond or security. You agree that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. You also agree that any claims you may have against us, whether or not arising under this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

11.03 Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants not to compete set forth in this Article 11 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You agree to be bound by any lesser covenant subsumed within the terms of this Article 11 as if the resulting covenants were separately stated in and made a part of this Agreement.

12. ASSIGNMENT

12.01 Assignment By Us

We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person, firm, corporation or other entity, provided that, if the assignment results in the performance by the assignee of our functions under this Agreement: the assignee must, at the time of the assignment, be financially responsible and economically capable of performing our obligations under this Agreement, and the assignee must expressly assume and agree to perform these obligations.

You acknowledge that we will have the right to sell our company, our assets, our Proprietary Marks and/or our System to a third party; sell privately or publicly some or all of our securities; and/or undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring, and that we and our Affiliates have the right to purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that network's, chain's or business's facilities, and subject to the terms, covenants and conditions in this Agreement, to operate, franchise or license those businesses and/or facilities as Units operating under the Proprietary Marks or any other marks within the Development Territory following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be within the Development Territory and near your Units. You waive all claims, demands or damages arising from or related to the foregoing assignment, sale, purchase, merger, acquisition, affiliation and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, breach of contract or breach of the implied covenant of good faith and fair dealing.

12.02 Assignment By You – General

Your rights and obligations under this Agreement are personal because we have entered into this Agreement in reliance on and in consideration of your singular personal trust, confidentiality, skill and qualifications (or, if you are an entity, the personal trust, confidentiality, skill and qualifications of your owners and employees). Therefore, except as provided below, neither your interest in this Agreement, your rights, privileges or obligations under this Agreement, the Area Development Business, the Units, nor any interest in the Area Development Business, Unit(s) or you (if you are a business entity) (including any capital stock, membership, partnership or proprietary interest of you or anyone who controls you), may be assigned, sold, transferred, shared, reconsidered, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, in one or a series of related transactions, by operation of law or otherwise (each, an "**assignment**"), without first obtaining our written consent and, where applicable, complying with our right of first refusal, each as provided in this Article 12. Any assignment in violation of this Article 12 will be null, void and of no effect.

12.03 Assignment By You – To A Business Entity You Form

We will not unreasonably withhold or delay our consent to your assignment to a business entity that you form solely for the convenience of entity ownership if all the following conditions are met:

1. The business entity is newly formed and the requirements in Sections 9.04 and 18.15 are satisfied.
2. Each individual involved in the new entity has the same proportionate ownership interest in the new entity as he or she had in you before the assignment.
3. You and the new entity sign an agreement with us under which you and the new entity are jointly and severally liable for all the obligations under this Agreement and are bound by all the terms, covenants and conditions of this Agreement.
4. Each present and future equity holder in the new entity signs our Confidentiality/Non-Competition Agreement in the form of Exhibit 1.01A.1(a)(i)(i)C to this Agreement.

12.04 Assignment By You – Transfer Upon Death or Disability

Upon your death or long-term disability (if you are an individual), or upon the death or disability of any "Key Equity Holder" as defined below (if you are a business entity), that individual's rights will pass to

his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "**Estate**"). "**Key Equity Holder**" means a 25% shareholder, member, partner or proprietor as of the Effective Date.

The Estate may continue the operation of the Area Development Business if: (i) the Estate provides a competent and qualified individual acceptable to us to serve as Area Development Manager on a full-time basis, and (ii) this individual assumes full-time supervision of the Area Development Business as Area Development Manager within one month after the date the previous area manager dies or becomes disabled. If the Estate does not designate an Area Development Manager or the Estate's designated area manager does not assume the full-time operation of the Area Development Business within one month, this will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 15.03, will result in this Agreement being terminated immediately.

12.05 No Encumbrance

You will have no right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, the Franchise Agreements or the Area Development Business in any manner without our prior written permission, which we may withhold for any reason.

13. PROPRIETARY MARKS

13.01 Not a License of the Proprietary Marks

You acknowledge and agree that nothing contained in this Agreement will be deemed to constitute a license to you to use or display any of the Proprietary Marks in any manner. You will acquire a limited, non-exclusive license to use the Proprietary Marks only pursuant to, and to the extent that these rights are granted by, Franchise Agreements executed by you and us pursuant to this Agreement.

13.02 Non-Use of Trade Name

If you are a business entity, you may not use our Proprietary Marks or any confusingly similar words or symbols, in your entity name. In particular, you may not use the words "Eyemazy," "Eyemazy Franchising USA Inc.," or any variant as part of your business entity name.

13.03 Injunction

You explicitly affirm and recognize the unique value and secondary meaning attached to the System and the Proprietary Marks. Accordingly, you agree that any non-compliance by you with the terms of this Agreement, or any unauthorized or improper use of the System or the Proprietary Marks by you, will cause irreparable damage to us and other Eyemazy franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the Term of this Agreement, we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions.

14. RELATIONSHIP OF THE PARTIES

14.01 Independent Contractor; No Third-Party Beneficiaries

You are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, joint employer, agency, employment or fiduciary relationship of any kind. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose. You will be solely responsible for your employees and all employment related decisions, including, without limitation, decisions concerning wages and benefits, hiring and discharging, training and supervision and work schedules of employees. You are not empowered to, and may not, make any express or implied agreements, warranties, guarantees or representations or incur any debt or other obligations in our name or for our account (or for those of any of our Affiliates). Except as expressly provided in this Agreement, we will have no control or access to your funds or their expenditure, or to exercise control over the Area Development Business.

You agree to conspicuously identify yourself, your Units, the Area Development Business and any facilities of the Area Development Business in all dealings with third parties as an independent business and

to place notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials in the manner that we specify and require from time to time, in our manuals or otherwise.

All of our obligations under this Agreement are to you alone and no other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

14.02 Your Required Means of Identification

You agree that you will do business and be identified as an area developer, but not as an agent of, Eyemazy Franchising USA Inc.

15. DEFAULT AND TERMINATION

15.01 Termination By Us – Automatic Termination Without Notice

You will be in default under this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you or the Area Development Business is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or the Area Development Business and is not contested and/or dismissed within 60 calendar days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the Area Development Business or assets of either, is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your or the Area Development Business's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or the Area Development Business; you are dissolved; execution is levied against you or the Area Development Business or your or its property; or, the real or personal property of you or the Area Development Business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

15.02 Termination By Us Upon Notice – No Opportunity To Cure

You will have materially breached this Agreement and we will have the right to terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of such notice to you) upon the occurrence of any of the following events:

1. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.
2. We and you agree in writing to terminate this Agreement.
3. You (or any principal, any principal, owner, member, shareholder, director or manager, if an entity franchisee) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your duties under this Agreement and/or your operation of the Area Development Business, or is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.
4. You (or any principal, any principal, owner, member, shareholder, director or manager, if an entity franchisee) purports to transfer any rights or obligations under this Agreement, any interest in you or any of the Units to any third party in violation of the terms of this Agreement.
5. You do not comply with the covenant not to compete during the term of this Agreement; violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, do not obtain the execution of the additional covenants required in Article 11 of this Agreement.
6. You make a willful misrepresentation or do not make a material disclosure required by any governmental authority regarding any matter involving or affecting your obligations under this Agreement or the operations of the Units.

7. You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion.
8. You engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to our Proprietary Marks.
9. You engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Units, us or the System.
10. You fail to comply with the Development Schedule.

15.03 Termination by Us – Fifteen Days to Cure

Except as specifically provided elsewhere in this Agreement, you will have 15 calendar days following our delivery of written notice to you to cure any default under this Agreement and provide us with evidence that you have done so. If you have not cured any default within that time, this Agreement will terminate immediately upon expiration of the 15 calendar day period, unless we otherwise agree in writing. You will be in default of this Agreement for any failure to comply with any of your obligations under this Agreement.

15.04 Cross Default

Any default or breach by you (or any of your affiliates) of any other agreement between us or our Affiliates and you (or any of your affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by you will be considered a default or breach under any and all other agreements between us (or any of our Affiliates) and you (or any of your affiliates). If the nature of the default under any other agreement would have permitted us to terminate this Agreement if the default had occurred under this Agreement, then we (or our Affiliate) will have the right to terminate all the other agreements between us (or any of our Affiliates) and you (or any of your affiliates) in the same manner provided for in this Agreement for termination of this Agreement. Your “affiliates” include any persons or entities controlling, controlled by, or under common control with you.

15.05 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

16. OTHER OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION

16.01 Other Obligations and Rights on Termination or Expiration

The termination of this Agreement upon breach of your development obligations, as set forth in Section 6.01 above, will not terminate any of the Franchise Agreements executed by you before the effective date of termination of this Agreement and for which you have already commenced the Unit(s) covered by the Franchise Agreement(s), but after the effective date of the termination, you will have no right to develop or operate any additional Unit without first obtaining our express written consent, which we may withhold without cause.

Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all sums due and owing to us or our Affiliates, plus interest, and all sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties.
2. If we terminate because of your default, pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation)

lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new area developer for the Development Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you and any of the Units at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

3. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.
4. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 11 of this Agreement.
5. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 10 of this Agreement.

16.02 No Prejudice

The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

17. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

17.01 Unavoidable Delay or Failure to Perform (Force Majeure)

Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third-party vendors; strikes; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 calendar days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 calendar days advance written notice to you.

18. ADDITIONAL PROVISIONS

18.01 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

18.02 Notice of Our Alleged Breach

You agree to give us immediate written notice of any alleged breach or violation of this Agreement after you have constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by us, including any acts of misfeasance or nonfeasance. If you do not give written notice to us of any alleged breach of this Agreement within one year from the date that you have knowledge of, believe, determine or are of the opinion that there has been an alleged breach by us, then our alleged breach will be considered to be condoned, approved and waived by you and will not be considered to be a breach of this Agreement by us, and you will be permanently barred from commencing any action against us for the alleged breach or violation.

18.03 Our Right To Cure Defaults

In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term, covenant or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you on demand.

18.04 Our Withholding of Consent – Your Exclusive Remedy

If you make any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement, you agree that your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

18.05 Integration of Agreement; No Oral Agreements or Representations

Neither you nor we wish to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, you and we agree that this Agreement, all Exhibits to this Agreement and all related agreements signed at the same time as this Agreement: (a) constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements, and (b) supersede and cancel any prior and/or contemporaneous oral or written communications (whether described as representations, inducements, promises, agreements or any other term) between you or anyone acting on your behalf and us or anyone acting on our behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties with respect to the subject matter hereof and that no reliance is being or will be placed on any such written or oral communications. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

No change, modification, amendment or waiver of any of the provisions of this Agreement will be effective and binding upon either party unless it is in writing, specifically identified as an amendment to this Agreement or waiver of any of the provisions of this Agreement, and signed by the party against whom enforcement of such writing is sought.

18.06 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally, by certified mail (return receipt requested, postage prepaid), or by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to us will be addressed to us at:

Notices to Franchisor: EYEMAZY FRANCHISING USA INC.
Prime Tower, Office 804, Business Bay,
Dubai, United Arab Emirates
Attention: President

With a copy to: Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Attention: Dale A. Cohen, Esq.
Facsimile: (212) 259-8552

Any notice to you will be addressed to your address as set forth on the first page of this Agreement. Either party to this Agreement may, in writing, on 10 calendar days’ notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent. We may provide any

notice under this Agreement (including, without limitation, any notice of termination) sufficiently in advance of any event to permit compliance with any notice requirements under state or other laws.

18.07 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile execution signatures will be considered as binding and conclusive as if original, provided, however, that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document(s) at the earliest opportunity.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company, general or limited partnership, or any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

18.08 Business Judgment

You and we recognize, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe our right to take (or refrain from taking) certain actions in the exercise of our business judgment based on our assessment of the overall best interests of the Eyemazy network. Where such action has been taken, and is supported by our business judgment, neither a mediator nor a judge may substitute his or her judgment for the judgment we have so exercised. "Business judgment" is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of any business judgment rule in a corporate law context.

18.09 Exercise of Rights

You understand and agree that whenever we have reserved a right in this Agreement, we have the uncontrolled and unfettered right to do what we have reserved.

18.10 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

18.11 Attorneys' Fees and Costs of Enforcement

The prevailing party will be entitled to recover from the other party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation in any action instituted against the other party to secure or protect the prevailing party's rights under this Agreement, to enforce the terms of this Agreement, or in any action commenced or joined in by the other party against the prevailing party.

18.12 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, 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 is not enforceable under the laws of Delaware, and if the Area Development Business is located outside of Delaware and the provision would be enforceable under the laws of the state in which the Area Development Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 18.12 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.

18.13 Venue

Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section shall not be construed as preventing either party from removing an action or proceeding from state to federal court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Unit or Accepted Location, we may bring such an action in any state or federal district court which has jurisdiction.

18.14 Punitive Damages

In no event will we be liable to you for punitive damages in any action or proceeding arising out of or relating to this Agreement; any breach, termination, cancellation or non-renewal of this Agreement; or, in any other action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. You hereby waive and covenant never to advance any such claim for punitive damages.

18.15 Guarantee

If you are a business entity, the following persons must sign our standard form Guarantee (Exhibit 1.01A.1(a)(i)(i)D) at the same time as the execution of this Agreement or at such later time as they assume such status: (a) if you are a corporation or limited liability company, all shareholders or members (as applicable) owning 5% or more of your issued and outstanding stock or membership interests, as applicable; (b) if you are a partnership, all general partners owning a 5% or greater interest in you; and, (c) if you are a limited partnership, the general partner and all shareholders owning a 5% or greater interest in the general partner.

If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity (each, a guarantor) without first proceeding against you and without proceeding against

or naming in the suit any other guarantors. Your obligations and those of each guarantor will be joint and several. Notice to or demand upon guarantor will be considered notice to or demand upon you and all guarantors, and no notice or demand need be made to or upon all guarantor. The cessation of or release from liability of you or any guarantor will not relieve any other guarantor from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

18.16 Survival

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.

This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

18.17 Your Additional Acknowledgments

You acknowledge, warrant and represent to us that:

1. No representation has been made, and neither you nor any of your affiliates has relied on any statement made by us or our Affiliates (or any of our or their employees, directors, officers, agents or salespersons), as to (a) the future or past income, expenses, sales volume or potential profitability, earnings or income of your Area Development Business or any other franchised or company-owned Units; (b) our anticipated income, earnings and growth or that of the Eyemazy network; or, (c) your ability to procure any required license or permit that may be necessary to operate your Development Business.
2. Before executing this Agreement, you have had the opportunity to contact all our existing area developers and franchisees.
3. You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your own choosing. You have been advised to consult with your own advisers with respect to the legal, financial and other aspects of this Agreement, the Area Development Business, and the prospects for the Area Development Business. You have either consulted with these advisors or have deliberately declined to do so.
4. You have received from us a copy of our Franchise Disclosure Document at least 14 calendar days before the execution of this Agreement or the payment by you to us of any consideration in connection with the sale or proposed sale of the area development rights granted under this Agreement.
5. You have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon you under this Agreement. Such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to us; (c) are fully required to protect our legitimate business interests; and, (d) do not confer benefits upon us that are disproportionate to your detriment.
6. You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information.

19. SUBMISSION OF AGREEMENT

19.01 Submission of Agreement

The submission of this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM.

YOU HAVE READ ALL OF THIS AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THIS AGREEMENT.

Dated: _____

AREA DEVELOPER:

If a Business Entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

EXHIBIT A
DEVELOPMENT RIGHTS; DEVELOPMENT TERRITORY;
AND DEVELOPMENT SCHEDULE

1. **Development Territory** – The following describes the Development Territory within which Area Developer may locate “Eyemazy” franchised businesses (“Franchised Businesses”) under this Agreement:

2. **Development Schedule** – The Agreement authorizes and obliges Area Developer to establish and operate _____ () “Eyemazy” Franchised Businesses within the Development Territory pursuant to a Franchise Agreement for each Franchised Business. The following is Area Developer’s Development Schedule:

<u>Minimum Cumulative Number of Franchised Businesses to be located and Operating Within the Development Territory</u>	<u>By this Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total: _____ ()

APPROVED:

AREA DEVELOPER

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B
FIRST FRANCHISE AGREEMENT TO BE EXECUTED BY AREA DEVELOPER

[SEE FRANCHISE AGREEMENT AND ITS EXHIBITS
IN EXHIBIT B TO THE DISCLOSURE DOCUMENT]

EXHIBIT C
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

NAME: _____
AREA DEVELOPER: _____
HOME ADDRESS: _____

HOME TELEPHONE: _____
CLASSIFICATION: _____
(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ (“**Area Developer**”) is an Area Developer of EYEMAZY FRANCHISING USA INC. (“**Franchisor**”) pursuant to an Area Development Agreement entered into by Area Developer and Franchisor dated _____ (the “**Area Development Agreement**”). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Area Development Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Area Developer, 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 any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Area Developer and/or Franchisor which may be communicated to me (“**Confidential Information**”), and I will not divert any business to competitors of Area Developer and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will 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 is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the Franchisor’s system for establishing and operating Eyemazy businesses (the “**System**”); Franchisor’s Confidential Operating Manual (as same may be amended from time to time, the “**Manual**”); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

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 data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Area Developer, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of one year immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Area Development Agreement contemplates will be engaged in by Area Developer under the Franchise Agreements; or, which offers or sells any other service, product or component which now or in the future is part of Eyemazy System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Area Developer's Development Territory, within ten (10) miles of the boundaries of Area Developer's Development Territory, or within ten (10) miles of (or within) any then-existing Eyemazy Unit (whether Company owned, franchised or otherwise established and operated).

It is the intention of these provisions to 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. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Area Developer do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; 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. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Area Developer for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Area Developer (or both) 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 set forth in 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 Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the

covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor 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 Area Developer and/or Franchisor 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 Area Developer or Franchisor 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 Delaware, and if the franchised business is located outside of Delaware and the provision would be enforceable under the laws of the state in which the franchised Business 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, all relations and any and all disputes between myself on the one hand, and Area Developer or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in the state, county, and judicial district in which Franchisor's principal place of business is located. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in the state, county, and judicial district in which Franchisor's principal place of business is located.

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).

Witnessed By:

(Signature)

Witness/Date

(Print Name)

(Date)

EXHIBIT D
GUARANTEE OF EYEMAZY FRANCHISING USA INC.
AREA DEVELOPMENT AGREEMENT

In consideration of the execution by Franchisor of the Area Development Agreement (the “**Area Development Agreement**”) dated the _____ day of _____, _____, between EYEMAZY FRANCHISING USA INC. (“**Franchisor**”) and _____ (“**Area Developer**”) and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Area Development Agreement and in any other agreement(s) by and between Area Developer and Franchisor.

If more than one person has executed this Guarantee, the term “**the undersigned**”, as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Area Development Agreement and any other agreement(s) by and between Area Developer and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Area Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and Area Developer, and the undersigned do guarantee and promise to perform all the obligations of Area Developer under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Area Development Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Area Developer may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Area Developer, any of the undersigned, any party to the Area Development Agreement or any other person.

Should Area Developer be in breach or default under the Area Development Agreement or any other agreement(s) by and between Area Developer and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Area Developer and without proceeding against or naming in such suit any other Area Developer, signatory to the Area Development Agreement or any others of the undersigned.

Notice to or demand upon Area Developer or any of the undersigned shall be deemed notice to or demand upon Area Developer and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Area Developer or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Area Development Agreement, or under any other agreement(s) between Franchisor and Area Developer, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Area Development Agreement or any other agreement(s) by and between Area

Developer and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

This Guarantee is to be exclusively construed in accordance with and/or governed by 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 Guarantee would not be enforceable under the laws of Delaware, and if the business franchised under the Area Development Agreement is located outside of Delaware and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee 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.

Any litigation arising out of or related to this Guarantee will be instituted exclusively in a court of competent jurisdiction in the state, county, and judicial district in which Franchisor's principal place of business is located. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in the state, county, and judicial district in which Franchisor's principal place of business is located. The undersigned 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).

Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Area Development Agreement.

Attest:

By: _____

Signature

Printed Name

Address

Attest:

By: _____

Signature

Printed Name

Address

EXHIBIT E
OWNERSHIP OF AREA DEVELOPER

The following is a list of all shareholders, partners, owners or other investors in Area Developer, including all investors who own or hold a direct or indirect interest in Area Developer, and a description of the nature of their interest:

<u>Name</u>	<u>Percentage of Ownership/Nature of Interest</u>
_____	_____/_____
_____	_____/_____
_____	_____/_____
_____	_____/_____

EXHIBIT F

STATE ADDENDA TO AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR CALIFORNIA

This Addendum to the Area Development Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor” “we” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Area Development Agreement. This Addendum is being executed because: (a) the offer or sale of a franchise to Area Developer was made in the State of California; (b) Area Developer is a resident of the State of California; and/or (c) part or all of the Development Territory is located in the State of California.
2. The California Department of Financial Protection and Innovation 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 the collection of the development and initial fees attributable to a specific unit in your development schedule until that unit is open.
3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.
4. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Area Development Agreement.
5. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently of this Addendum.
6. The following sentence is hereby stricken from Article 19.01 of the Development Agreement for, and does not apply to, California developers: **“YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.”**
7. California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

8. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

AREA DEVELOPER:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR HAWAII

This Addendum to the Area Development Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Area Development Agreement. This Addendum is being executed because: (a) the offer or sale of a franchise to you was made in the State of Hawaii; (b) you are a resident of the State of Hawaii; and/or (c) part or all of the Development Territory is located in the State of Hawaii.
2. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.
3. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum.
4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.
5. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

AREA DEVELOPER:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR ILLINOIS

This Addendum to the Area Development Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Area Development Agreement. This Addendum is being executed because: (a) the offer or sale of a franchise to Area Developer was made in the State of Illinois; (b) Area Developer is a resident of the State of Illinois; and/or (c) part or all of the Development Territory is located in the State of Illinois.

2. The following sentence is added to the end of Section 5.01

“We will defer all initial development fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Illinois Attorney General’s Office due to our financial condition.”

3. The following sentence is added to the end of Article 15:

Your rights upon termination and, if applicable, non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. The following sentence is added to the end of Section 18.12:

Notwithstanding the foregoing, Illinois law will govern this Agreement.

5. The following sentence is added to the end of Section 18.13:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois; however, a franchise agreement may provide for arbitration in a venue outside of Illinois.

6. The following sentence is added to the end of Section 18.02:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years after the violation, 1 year after the Area Developer becomes aware of the underlying facts or circumstances, or 90 days after delivery to the Area Developer of a written notice disclosing the violation.

7. The following sentence is added to the end of Section 18.01:

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

8. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

9. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum.

10. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Area Development Agreement.

11. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

AREA DEVELOPER:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR MINNESOTA

This Addendum to the Area Development Agreement dated as of ____ (“Area Development Agreement”) between Eyemazy Franchising USA Inc. (“Franchisor,” “you” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Area Development Agreement. This Addendum is being executed because: (a) the offer or sale of a franchise to Area Developer was made in the State of Minnesota; (b) Area Developer is a resident of the State of Minnesota; and/or (c) part or all of the Development Territory is located in the State of Minnesota.

2. The following sentence is added to the end of Section 5.01

“We will defer all initial development fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Minnesota Securities Registration Division due to our financial condition.”

3. The following sentence is added to the end of Article 15:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreements.

4. The following sentences are added to the end of Section 18.13:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. The following sentence is added to the end of Section 18.02:

Minnesota Statute § 80C.17, Subdivision 5, provides that no action may be commenced pursuant to that Section more than three years after the cause of action accrues.

6. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act and the Rules and Regulation promulgated

thereunder are met independently of this Addendum.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Area Development Agreement.

9. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

AREA DEVELOPER:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR NEW YORK

This Addendum to the Area Development Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor” “we” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Area Development Agreement. This Addendum is being executed because: (a) the offer or sale of a franchise to Area Developer was made in the State of New York; (b) Area Developer is a resident of the State of New York; and/or (c) part or all of the Development Territory is located in the State of New York.
2. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.
3. Any capitalized terms that are not defined in this Addendum will have the meaning given them in the Area Development Agreement.
4. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently of this Addendum.
5. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.

AREA DEVELOPER:

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE
DOCUMENT, THE FRANCHISE
AGREEMENT, AND ALL RELATED AGREEMENTS**

AREA DEVELOPMENT AGREEMENT ADDENDUM FOR WASHINGTON

This Addendum to the Area Development Agreement dated as of _____ between Eyemazy Franchising USA Inc. (“Franchisor,” “we” or “us”) and _____ (“Area Developer,” “you” or “your”) is entered into simultaneously with the execution of the Area Development Agreement.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, 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.

1. **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.

2. **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.

3. **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.

4. **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).

5. **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.

6. **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.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **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.

9. **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).

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **Non solicitation 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.

16. **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.

17. **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).

18. **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.

119. The following sentence is added to the end of Section 5.01 of the Area Development Agreement:

"We will defer and prorate all initial development fees owed to us by you and collect such development fees on a prorated basis as each Franchised Business under the Development Schedule commences business operations. This deferral requirement is imposed by the Washington Securities Division due to our financial condition."

20. The following sentence is added to the end of Section 9.03 of the Area Development Agreement:

"Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud."

321. The following phrase is removed from Section 18.05 of the Area Development Agreement:

“and that no reliance is being or will be placed on any such written or oral communications. ”

224. The following sentence is added to the end of Section 18.08 of the Area Development Agreement:

“For the avoidance of doubt, this Section 18.08 of the Area Development Agreement does not modify our duty to deal with franchisees in good faith under RCW 19.100.180(1).”

523. Section 18.17 of the Area Development Agreement does not apply in Washington.

246. The following sentence is hereby stricken from Section 19.01 of the Area Development Agreement for, and does not apply to, Washington developers: “YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT OR IN THIS AGREEMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU HAVE NOT RELIED AND ARE NOT RELYING ON THEM.”

~~7. — In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the “Act”) will prevail.~~

~~8. — RCW 19.100.180 may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Area Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~9. — 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 Area Development Agreement, a developer 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.~~

~~10. — A release or waiver of rights executed by a developer may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.~~

~~11. — Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~12. 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 provisions contained in the Area Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~13. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting an Area Developer from: (a) soliciting or hiring any employee of any area developer of the same franchisor; or (b) 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.~~

~~14. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.~~

~~15. Except as expressly modified by this Addendum, the Area Development Agreement remains unmodified and in full force and effect.~~

[Signature Page Follows]

The undersigned parties do hereby acknowledge receipt of this Addendum.

AREA DEVELOPER:

**FRANCHISOR:
EYEMAZY FRANCHISING USA INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

IF YOU ARE A CALIFORNIA FRANCHISEE, PLEASE DO NOT ANSWER QUESTIONS 9-15; IF YOU DO, FRANCHISOR WILL DESTROY AND DISREGARD IT.

IF YOU ARE A WASHINGTON FRANCHISEE, YOU SHOULD NOT COMPLETE OR SIGN THIS DOCUMENT.

As you know, Eyemazy Franchising USA Inc. (the “**Franchisor**”) and you are preparing to enter into a franchise agreement (the “**Franchise Agreement**”) for the establishment and operation of an Eyemazy franchised business (the “**Franchised Business**”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of you, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or Franchise Agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "**Executive Order**") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "**Anti-Terrorism Measures**"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

or (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism;

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ____ day of _____, 20__.

Sign here if you are taking the franchise as a

INDIVIDUAL

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

Print Name

Print Name of Legal Entity

Signature

By: _____
Signature

Print Name _____

Title _____

EXHIBIT E TO THE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, Eyemazy Franchising USA Inc. has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Eyemazy Franchising USA Inc. has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

<p><u>CALIFORNIA</u> California Commissioner of the Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677</p> <p>2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205</p> <p>1350 Front Street San Diego, CA 92101 (619) 525-4233</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559</p> <p>www.dfpi.ca.gov</p> <p>Ak.DFPI@dfpi.ca.gov</p>	<p><u>CONNECTICUT</u> <u>The Banking Commissioner, The Department of Banking, Securities and Business Investment Division, 260 Constitution Plaza, Hartford, CT 06103-1800, (860) 240-8299.</u></p>
---	--

<p>State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner</p>
--

<p><u>HAWAII</u> (state administrator)</p> <p>Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p>(agent for service of process)</p> <p>Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><u>ILLINOIS</u></p> <p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>
<p><u>INDIANA</u> (state administrator)</p> <p>Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p> <p>(agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531</p>	<p><u>MARYLAND</u> (state administrator)</p> <p>Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> <p>(for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>
<p><u>MICHIGAN</u> (state administrator)</p> <p>Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117</p> <p>(for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909</p>	<p><u>MINNESOTA</u> (state administrator)</p> <p>Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600</p> <p>(for service of process) Minnesota Commissioner of Commerce</p>

NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

Agent for Service:

Secretary of State
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Securities Division
Department of Business Regulation,
Bldg 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9582

SOUTH DAKOTA

Department of Labor & Regulation
Division of Insurance, Securities regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

<p><u>WASHINGTON</u> (state administrator)</p> <p>Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760</p> <p>(for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501</p>	<p><u>WISCONSIN</u> (state administrator)</p> <p>Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064</p> <p>(for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703</p>
--	--

EXHIBIT F TO THE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 20__ by and between Eyemazy Franchising USA Inc., a Delaware corporation having its principal place of business located at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates (the “**Franchisor**”), and _____, a _____ with a principal address at _____ (hereinafter referred to as “**Releasor**”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the state, county, and judicial district in which Franchisor's principal place of business is located.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. If Releasor is domiciled or has his or her principal place of business in the State of California, then Releasor hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." If Releasor is domiciled or has his or her principal place of business in the State of Washington, then this GENERAL RELEASE does not apply with respect to claims arising under the Washington Investment Protection Act, RCW 19.100, and the rules adopted thereunder, except as otherwise permitted under the Washington Investment Protection Act, RCW 19.100. If Releasor is domiciled or has his or her principal place of business in the State of Maryland, then nothing contained in this release is intended to disclaim or require Releasor to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document that Franchisor provided to Releasor under the Maryland Franchise Registration and Disclosure Law.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

RELEASOR:

Name: _____

Witness:

EYEMAZY FRANCHISING USA INC.:

By: _____

Name: _____

Title: _____

EXHIBIT G TO THE DISCLOSURE DOCUMENT
PES UNIT ADDENDUM

PES UNIT ADDENDUM

THIS PES UNIT ADDENDUM (“**Addendum**”) is made and entered into as of _____ (the “**Effective Date**”) between EYEMAZY FRANCHISING USA INC., a Delaware corporation having its principal address at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates (“**we**,” “**us**,” “**our**” or “**Franchisor**”); _____, whose principal address is _____ (“**Area Developer**”) and _____, whose principal address is _____ (“**you**,” “**your**” or “**Franchisee**”) (Franchisor, Area Developer and Franchisee are sometimes referred to collectively herein as the “**Parties**” or a “**Party**”).

RECITALS

WHEREAS, Area Developer and Franchisor are parties to that certain Area Development Agreement dated _____ (“**Area Development Agreement**”), wherein Area Developer was granted the right and undertook the obligation to develop, own and operate a specified number of Eyemazy Units;

WHEREAS, Area Developer (directly or through its affiliate) has owned and operated a franchised Eyemazy Unit located at _____ (a “**Unit**”) for at least twelve (12) months prior to the Effective Date hereof;

WHEREAS, you have requested the right to develop, open and operate a new Unit as temporary pop-up/event/seasonal Unit (a, “**PES Unit**”); and,

WHEREAS, we have agreed to grant you a franchise the PES Unit pursuant to that certain franchise agreement entered into concurrently herewith (the “**Franchise Agreement**”) and subject to the terms and conditions of this Addendum.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Defined Terms.** Terms not otherwise defined in this Addendum have the meanings as defined in the Development Agreement and the Franchise Agreement. This Addendum is an integral part of, and is incorporated into, the Development Agreement and the Franchise Agreement.

2. **Recitals; Negotiated Terms.** The information in the Recitals at the beginning of this Addendum is true and correct. This Addendum will be interpreted by reference to the Recitals, the Development Agreement and the Franchise Agreement. The accommodations under this Addendum are being granted to you pursuant to negotiations initiated by you, at your request and for your benefit.

3. **Grant.** We hereby grant you the non-exclusive right to use the System and the Proprietary Marks in accordance with the Franchise Agreement, to operate a PES Unit at a location within the Development Territory that we approve in writing, which approval we will grant or deny as we determine in our sole business judgement. The address of the approved PES Unit, and any approved relocation of the PES Unit, must be memorialized on a fully signed Appendix 1 hereto.

4. **Term.** The term of this Addendum (the “**PES Term**”) shall run co-terminus with the Franchise Agreement, *except* that you may not operate the PES Unit at any single location for more than six (6) months. If you operate the PES Unit at any single location for more than six (6) months; (a) this Addendum will automatically expire with no notice to you necessary; (b) you will be required to continue to operate the PES Unit at the approved location in compliance with the terms of the Franchise Agreement and for the remainder of the then-current Initial Term or Renewal Term (as applicable) thereof; (c) you will not be

entitled to relocate the PES Unit pursuant to Section 5 of this Addendum below or pursuant to Section 1.4 of the Franchise Agreement; and, (d) you will not be entitled to exercise the termination for convenience clause set forth in Section 8.a below.

5. **Relocation.** Notwithstanding anything in Section 4 of this Addendum or Section 1.4 of the Franchise Agreement to the contrary, if you wish to relocate the PES Unit to a new location within the Development Territory during PES Term, subject to your compliance with all other terms and conditions related to same, you will not be required to pay us a relocation fee.

6. **Fees for each PES Unit.** For the avoidance of doubt, you shall be required to pay us the Initial Franchise Fee set forth in Section 4.1 of the Franchise Agreement, and all other fees and costs described in the Franchise Agreement, in connection with the PES Unit at each location approved to be developed hereunder, except as expressly modified in this Addendum. *[Notwithstanding anything in the foregoing to the contrary, we hereby agree to reduce the Unit Opening Fee described in Section 4.3 of the Franchise Agreement to \$_____.]*

7. **Standards and Specifications.** You hereby acknowledge and agree that we may develop specifications, procedures, standards and policies that relate to the operation of PES Units and that all references to the Manual in the Franchise Agreement will include all such specifications, procedures, standards and policies. During the PES Term, you will be required to operate the PES Unit in accordance with our then-current specifications, standards and operating procedures as set forth in the Franchise Agreement, the Manual or otherwise in writing, and any other standards of operation we prescribe that are applicable to the operation of the PES Unit.

8. **Termination.**

a. **Termination for Convenience.** Notwithstanding anything in Article 17 of the Franchise Agreement to the contrary, you shall have the right to cease operating the PES Unit and terminate this Addendum at any time for any or no reason, without paying us any damages in connection with such early termination, so long as: (a) you provide us with no less than six (6) weeks prior written notice of the cessation of operations of the PES Unit; (b) you have paid or will prior to the termination pay us no less than the equivalent of twelve (12) months' worth of Monthly Minimum Payments for the PES Unit; (c) you and your owners, guarantors and affiliates provide us with a general release on our then-current form; and, (d) you return the Photobox, keypad and all other relevant items obtained from us or our affiliates, at the locations we identify, at your sole cost and expense within two (2) weeks from the effective date of termination. In the event this Addendum is terminated, the Franchise Agreement will also terminate, effective immediately with no notice to you necessary. For the avoidance of doubt, nothing in this Section 8 is intended to waive or reduce any damages we may incur as a result of your operation or termination of the PES Unit, except solely and exclusively those related to the early termination for convenience, for which you will remain liable.

b. **Termination or Expiration of Franchise Agreement.** The Parties acknowledge and agree that we have the right to terminate the Franchise Agreement and/or the Area Development Agreement in accordance with the terms of those agreements. In the event such Franchise Agreement or Area Development Agreement are terminated or expire, this Addendum shall also terminate or expire, effective immediately, and you shall be required to immediately cease operations of the PES Unit and comply with all other other-termination obligations and restrictions set forth in the Area Development Agreement and/or Franchise Agreement, except as expressly modified hereunder.

9. **Development Obligations.** The Parties hereby acknowledge and agree that under no circumstance will the development, opening and operation of the PES Unit will count towards Area Developer's

obligations under or the Development Schedule set forth in the Area Development Agreement, even if this Addendum expires pursuant to Section 4 above and the PES Unit is operated pursuant to the Franchise Agreement for the remainder of the term thereof.

10. **Transfer or Assignment.** Notwithstanding anything set forth in Article 14 of the Franchise Agreement or Article 12 of the Area Development Agreement, you will not have the right to transfer or assign the PES Unit or this Addendum or any of the rights granted hereunder.

11. **Counterparts.** This Addendum may be executed in counterparts, and each copy so executed and delivered will be deemed to be an original. This Addendum may be signed using electronic signatures, and such signatures will have full legal force and effect.

12. **No Other Modifications.** Except as expressly modified by this Addendum, the original terms of the Franchise Agreement and Area Development Agreement shall control and prevail.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date written above.

AREA DEVELOPER:

If a Business Entity:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

If a Business Entity:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1 TO THE PES UNIT ADDENDUM
Approved PES Unit Location(s)

1. The PES Unit may be located at: _____

AREA DEVELOPER:

If a Business Entity:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

If a Business Entity:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

EYEMAZY FRANCHISING USA INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT
STATE ADDENDA TO THE DISCLOSURE DOCUMENT

ADDITIONAL DISCLOSURES FOR CALIFORNIA

1. The California Department of Financial Protection and Innovation 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 the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.
2. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or the Area Development Agreement contain provisions that are inconsistent with the law, the law will control.
3. The Franchise Agreement and the Area Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
4. The Franchise Agreement and the Area Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.
5. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
6. Neither the franchisor, any person or franchise broker in Item 2 of the 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
7. The Franchise Agreement and the Area Development Agreement require any litigation concerning the agreement to be brought in a court in Dover, Delaware and be governed by the laws of Delaware. The litigation will occur in Delaware with the costs being borne by the franchisee and franchisor. 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) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
8. The Franchise Agreement and the Area Development Agreement require application of the laws of Delaware. This provision may not be enforceable under California law.
9. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010

voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

10. 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.

11. The Franchise Agreement and the Area Development Agreement contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

12. 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 a franchise agreement restricting venue to a forum outside the State of California.

13. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law

14. OUR WEBSITE 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.

15. 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.

16. The highest interest rate allowed by law in California is 10% annually.

17. 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.

ADDITIONAL DISCLOSURES FOR HAWAII

[THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Our registered agent in the state authorized to receive service of process: **Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813**

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

ADDITIONAL DISCLOSURES FOR ILLINOIS

1. **Item 5, Initial Fees.** Item 5 of the disclosure document is modified to include the following:

“We will defer all initial franchise and area development fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral is imposed by the Illinois Attorney General’s Office due to our financial condition.”

2. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

Any provision in the Area Development Agreement or the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action that is otherwise enforceable in Illinois. In addition, Illinois law will govern the Area Development Agreement and the Franchise Agreement.

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

4. Each provision of these Additional Disclosures will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures.

ADDITIONAL DISCLOSURES FOR MINNESOTA

1. **Item 5, Initial Fees.** Item 5 of the disclosure document is modified to include the following:

“We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. This deferral requirement is imposed by the Minnesota Securities Registration Division due to our financial condition.”

2. **Notice of Termination.** The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 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 for non-renewal of the franchise agreements.

3. **Choice of Forum and Law.** The following statement is added to the State Cover page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. **General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

5. **Waiver of Right to Jury Trial.** The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial.

6. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

7. Each provision of these Additional Disclosures will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to these Additional Disclosures.

ADDITIONAL DISCLOSURES FOR NEW YORK

1. The following information is added to the 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 WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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 a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a 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 is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements – No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.

7. 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.

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
THE FRANCHISE
AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, 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.

ADDITIONAL DISCLOSURES FOR WASHINGTON

1. ~~— In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

2. ~~— **Item 5, Initial Fees.** Item 5 of the disclosure document is modified to include the following:~~

~~“We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. We will defer and prorate all initial development fees owed to us by you and collect such development fees on a prorated basis as each Franchised Business under the Development Schedule commences business operations. These deferral requirements are imposed by the Washington Securities Division due to our financial condition.”~~

1. **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.

2. **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.

3. **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.

4. **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).

5. **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.

6. **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.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **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.

9. **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).

10. **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).

11. **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.

12. **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.

13. **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.

14. **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.

15. **Non solicitation 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.

16. **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.

17. **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).

18. **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.

19. **Item 5, Initial Fees.** Item 5 of the disclosure document is modified to include the following:

"We will defer all initial franchise fees owed to us by you until such time as all initial obligations owed to you have been fulfilled by us and you have commenced business operations. We will defer and prorate all initial development fees owed to us by you and collect such development fees on a prorated basis as each Franchised Business under the Development Schedule commences business operations. These deferral requirements are imposed by the Washington Securities Division due to our financial condition."

~~3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be~~

~~court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~4. 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. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~7. 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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~8. 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.~~

~~9. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will have the effect of: (a) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (b) 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.~~

~~10. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to these Additional Disclosures.~~

EXHIBIT I TO THE DISCLOSURE DOCUMENT
CURRENT AND FORMER FRANCHISEES

Current Operating Franchisees as of December 31, 2024

New Jersey

Kiosk

Ishak Aydin (+16093288146) & Muratsan Gunes (+16095157484)
Garden State Plaza Mall, Level 2
Paramus 07652, New Jersey USA

Pennsylvania

Kiosk

Ishak Aydin (+16093288146) & Muratsan Gunes (+16095157484)
160 N Gulph Rd First Floor
King of Prussia, PA 19406, United States

South Carolina

Brick and Mortar

Andy Sharp (610-331-9991) & Danyelle Sharp (717-304-0292)
SC 1 N. Forest Beach Dr., Suite M-2
Hilton Head Island, SC 29928

Texas

Kiosk

Hugo Jimenez (713-834-5324)
2901 S Capital of Texas Hwy (Barton Creek Square)
Austin, TX 78746

Kiosk

James Walsh (+353830840490) & Hugo Jimenez (713-834-5324)
500 Baybrook Mall
Friendswood, TX 77546, United States

Brick & Mortar

Hugo Jimenez (713-834-5324)
210 21st St,
Galveston, TX 77550

Current Franchisees that Signed Franchise Agreements as of December 31, 2023 but No Outlet Open

None.

~~South Carolina~~

~~Brick and Mortar~~

~~Andy (610-331-9991) & Danyelle Sharp (717-304-0292)
SC 1 N. Forest Beach Dr., Suite M-2
Hilton Head Island, SC 29928~~

Texas

Kiosk

~~James Walsh (+353830840490) & Hugo Jimenez (713-834-5324)
500 Baybrook Mall
Friendswood, TX 77546, United States~~

Current Franchisees that Signed Franchise Agreements between January 1, 2025 and the Issuance Date but No Outlet Open

Florida

Brick and Mortar

Fabio Andres Moreno (305-615-1102)
The Grand Retail Plaza, Store R-172,
1717 North Bayshore Drive,
Miami, FL 33132

Former Franchisees as of December 31, 2024

None.

EXHIBIT J TO THE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATE PAGE

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 below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	[PENDING]
Wisconsin	

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.

EXHIBIT K TO THE DISCLOSURE DOCUMENT
RECEIPTS

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

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 Eyemazy Franchising USA 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 and Rhode Island require that we give you this 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. Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Eyemazy Franchising USA 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, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is Eyemazy Franchising USA Inc., located at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates. Its telephone number is +97145914243.

Issuance date: ~~May 10, 2024~~ May 19, 2025

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: Tatiana Pelaez Blum, Carrera 41A#22sur-87 Acanto 708, Medellín, Colombia, +12676037338 _____; and each other franchise seller offering the franchise is as follows: _____.

The Eyemazy Franchising USA Inc. authorizes the agents listed in Exhibit E to receive service of process for it.

I have received a disclosure document dated ~~May 10, 2024~~ May 19, 2025 that included the following Exhibits:

A – Financial Statements	G – PES Unit Addendum
B – Franchise Agreement	H – State Addenda to Disclosure Document
C – Area Development Agreement	I – List of Current and Former Franchisees
D – Franchisee Disclosure Acknowledgment Statement	J – State Effective Dates Page
E – List of State Administrators/Agents for Service of Process	K – Receipts
F – Form of General Release	

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

RECEIPT
(RETURN THIS COPY TO US)

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 Eyemazy Franchising USA 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 and Rhode Island require that we give you this 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. Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Eyemazy Franchising USA 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, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is Eyemazy Franchising USA Inc., located at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates. Its telephone number is +97145914243.

Issuance date: ~~May 10, 2024~~ May 19, 2025

The name, principal business address and telephone number of our primary franchise seller offering the franchise is as follows: Tatiana Pelaez Blum, Carrera 41A#22sur-87 Acanto 708, Medellín, Colombia, +12676037338 _____; and each other franchise seller offering the franchise is as follows: _____.

The Eyemazy Franchising USA Inc. authorizes the agents listed in Exhibit E to receive service of process for it.

I have received a disclosure document dated ~~May 10, 2024~~ May 19, 2025 that included the following Exhibits:

A – Financial Statements	G – PES Unit Addendum
B – Franchise Agreement	H – State Addenda to Disclosure Document
C – Area Development Agreement	I – List of Current and Former Franchisees
D – Franchisee Disclosure Acknowledgment Statement	J – State Effective Dates Page
E – List of State Administrators/Agents for Service of Process	K – Receipts
F – Form of General Release	

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to Eyemazy Franchising USA Inc. at Prime Tower, Office 804, Business Bay, Dubai, United Arab Emirates or by emailing a copy of the signed and dated receipt to Eyemazy Franchising USA Inc. at office@eyemazy.com.