

FRANCHISE DISCLOSURE DOCUMENT



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

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

The total investment necessary to begin operation of an Oxygen Yoga & Fitness Facility franchise ranges from \$386,250 to \$740,750. This amount includes between \$52,000 and \$53,000 that must be paid to the franchisor or its affiliate.

If you want development rights, ~~you must pay the franchisor or its affiliate a development fee equal to \$48,500 (the initial franchise fee for the first Oxygen Yoga & Fitness Facility) plus a deposit of \$8,084, \$18,000 or \$24,250, as is applicable, for each additional Oxygen Yoga & Fitness Facility you will develop (you must develop a minimum of 2 Oxygen Yoga & Fitness Facilities).~~The total investment necessary to begin operation when you sign a development agreement rider ranges from \$394,334 to \$765,000, which assumes a development fee for 2 Oxygen Yoga & Fitness Facilities (the minimum required if you sign a development agreement rider), ~~which~~. This includes between \$60,084 and \$77,250 that must be paid to us or our affiliates.

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

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

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

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

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

Issuance date of this Franchise Disclosure Document: April 20, 2026.

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by (i) mediation or arbitration in Vancouver, British Columbia (Canada), or in limited circumstances, (ii) litigation only in the city closest to franchisor's principal address in the United States (currently, Dover, Delaware). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to (i) mediate and/or arbitrate with franchisor in Vancouver, British Columbia (Canada), or (ii) litigate with the franchisor in Dover, Delaware, than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history
3. **Financial Condition.** ~~The Franchisor's is undercapitalized (see Item 21) and may not be able to meet preopening obligations to all franchisees~~ financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

Heat Therapy environments)) is developed, well-established, and highly competitive. The Franchisee Facility ~~may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns. The Franchisee Facility~~ will compete on the basis of various factors such as price, service, location, convenience, types of classes and the variety of classes offered. ~~We recommend that you consult with your own independent business advisors to evaluate these and other factors before deciding to invest in an Oxygen Yoga & Fitness Facility.~~

Industry-Specific Laws and Regulations

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

Item 2

BUSINESS EXPERIENCE

Jennifer Hamilton: Director/CEO/President

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

David Patchell-Evans: Director

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

Melissa Hanssens: Chief Operating Officer

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

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2023 to 2025

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Franchised	2023	0	0	0
	2024	0	2	+2
	2025	2	10	+8
Company Owned	2023	1	1	0
	2024	1	0	-1
	2025	0	0	0
Total Outlets	2023	1	1	0
	2024	1	2	+1
	2025	2	10	+8

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

Column 1	Column 2	Column 3
State	Year	Number of Transfers
All States <u>California</u>	2023	0
	2024	0
	2025	2 <u>1</u>
<u>Washington</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>1</u>
Totals	2023	0
	2024	0
	2025	2

LISTS OF CURRENT AND FORMER FRANCHISEES

Franchisees as of the ~~Prior~~ Fiscal Year Ended December 31, 2025:

Operational:

Arizona

Oxygen Life LLC.*
4991 S Alma School Rd Suite A9,
Chandler, AZ 85248
480-334-6250

California

Amaka House LLC
23317 Mulholland Drive
Woodland Hills, CA 91364
818-731-7555

NorCal Oxygen LLC*
Unit 120 – 2210 Sunset Blvd
Rocklin, CA, 95765
916-872-1296

OYF SOCAL INC*
5631 Kanan Road,
Agoura Hills, CA 91307
747-323-8419

Florida

Rensi Yoga & Fitness LLC*
126 W International Speedway Blvd,
Daytona Beach, FL 32114
386-248-9787

Oxygen Yoga & Fitness West Florida Inc.*
2635 S Hwy 27, Suite 10,
Clermont, FL 34711
407-225-0003

Oxygen Yoga & Fitness West Florida Inc.*
12107 Stoneybrook W Pkwy Suite 103A,
Winter Garden, FL 34787
407-558-9652