FRANCHISE DISCLOSURE DOCUMENT

Oasis Face Bar Franchising, LLC

an Ohio Limited Liability Company
7385 State Rte. 3, Unit 490, Westerville, Ohio 43082
740-272-8502
franchise@oasisfacebar.com
www.oasisfacebar.com

As a franchisee, you will own, develop, and operate a business under the Oasis Face Bar marks and system which will operate an open-concept, express skincare spa offering 30-minute targeted and customizable facial treatments (such business, a "Facial Bar").

The total investment necessary to begin operation of a new Oasis Face Bar franchise is between $163,945- $384,462. This total investment includes a minimum amount totaling $50,000 that must be paid to the franchisor or an affiliate.

If you acquire the right to develop a number of Oasis Face Bars under a Development Rights Agreement, the initial development fee is 100% of the initial franchise fee Forty Two Thousand ($42,000) for the first location, Thirty Thousand Dollars ($30,000) for the second and third location, and Twenty Thousand Dollars ($20,000) for the fourth and each additional location that you agree to open under the Development Rights Agreement.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the contained in this document.**

You may wish to receive this Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Molly Lyons at 7385 State Rte. 3, Unit 490, Westerville OH 43082, 740-272-8502, and franchise@oasisfacebar.com.

The terms of your contract will govern your franchise relationship. Do not rely on this Disclosure Document alone to understand your contract. Read your entire 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 ("FTC"). You can contact the FTC at updated 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: May 1, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

2. **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

3. **Federal Trademarks**. We do not yet have a Federal registration for all of our trademarks. Therefore, any such trademarks do not have as many legal benefit and rights as a Federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

4. **Financial Condition**. The Franchisor's 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.

5. **Supplier Control**. Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa, Lansing, Michigan 48933
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Development Rights Agreement and Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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

ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The name of the franchisor is Oasis Face Bar Franchising, LLC, which is referred to in this Franchise Disclosure Document ("Disclosure Document") as "OFB," "we," "us," or "our." An Oasis Face Bar skincare spa, whether franchised or owned by us or our affiliates, is referred to in this Disclosure Document as a "Facial Bar" or collectively the "Facial Bars."

When we use the word "you" or "your" in this Disclosure Document, we are referring to you as a prospective OFB franchisee and to other OFB franchisees. If you elect to acquire an OFB franchise, you must do so through a corporation, partnership, limited liability company, or other business entity, and the word "you" also includes the shareholders, partners, members, or owners of that entity.

THE FRANCHISOR

Our principal business address is 7385 State Rte. 3, Unit 490, Westerville, Ohio 43082. We do business under the name "Oasis Face Bar" and no other name. We are a limited liability company organized under the laws of the state of Ohio on November 14, 2018. Our agent for service of process is KBHR Statutory Agent Corp., P.O. Box 361715, Columbus, Ohio 43236.

We offer and sell franchises to operate OFB Facial Bars, which we began offering in 2020. We do not have any other business activities. We do not currently offer and sell, nor have we previously offered or sold, franchises in other lines of business. We do not currently own or operate, nor have we previously owned or operated, any Facial Bars. Molly Lyons, the founder of OFB and our Affiliate (see below), has been actively involved in researching, developing, and refining our System (defined below) since its inception.

PARENTS AND AFFILIATES

We do not have any parent companies. We have one affiliated company under common ownership (our "Affiliate"), which is, and has been, involved in the business of owning operating Facial Bars and also do business under the name "Oasis Face Bar." Specifically, our Affiliate is Oasis Face Bar Scottsdale LLC ("Oasis Scottsdale"), which is an Arizona limited liability company, organized on September 17, 2020, whose principal business address is 7056 E. 5th Ave., Scottsdale AZ 85251. Oasis Scottsdale owns and operates the Facial bar currently located at such address, which has been open since January 22, 2021.Our Affiliates and our founder have operated at least one Facial Bar continuously since April 2018. Our Affiliate does not currently offer or sell, nor have they previously offered or sold, franchises providing the type of business you will operate, nor franchises in any other lines of business.

Other than the Affiliate disclosed in this Item 1, we have no other affiliates that must be disclosed in this Disclosure Document. We do not have a parent company or affiliates that offer franchises in any line of business or provide products or services to you.

PREDECESSORS

OFB acquired the methods and intellectual property associated with the Facial Bar business model from Molly Lyons and Skin Oasis, LLC, an Ohio limited liability company ("Skin Oasis"). Molly Lyons created and developed the Facial Bar business model, and Skin Oasis previously owned the Marks (defined in Item 13) and owned and operated the first Facial Bar (the "Flagship Facial Bar") originally located at 20 East Gay Street, Columbus, Ohio 43215 from April 12, 2018 through December 31, 2018, when that business was transferred to an Affiliate, Oasis Face Bar, LLC, an Ohio limited liability company ("Oasis Columbus"). Skin Oasis does not currently offer or sell, nor have they previously offered or sold, franchises providing the type of business you will operate, nor franchises in any other lines of business. Skin Oasis sold its separate, standalone business located in Westerville, Ohio, which was not the type of business you will operate. Skin Oasis was a clinical skin care facility, offering clinical grade services and products to address skin care concerns requiring more aggressive treatments or protocols, with a focus on the treatment of acne and non-surgical anti-aging procedures. Skin Oasis has no plans to expand this business outside of Westerville, Ohio, or to franchise this business model. Oasis Columbus owned and operated the Flagship Facial Bar from December 31, 2018, through October 2021, when it sold the Flagship Facial Bar to a franchisee. Each of Oasis Columbus and Skin Oasis have transferred all intellectual property and know-how related to the Facial Bar business model to Oasis Face Bar Franchising, LLC.

DESCRIPTION OF THE OASIS FACE BAR BUSINESS

Oasis Face Bar skincare Oasis Face Bar skincare studios provides 30-minute targeted facial treatments and clinical facials in a "desert oasis retreat" setting, (cue your dream Palm Springs getaway)! The services offered at Facial Bars are targeted to busy individuals, primarily women, who are 20–55 years old with limited time for spa services, such as working moms & dads who can only get away on a lunch break. Facial Bars focus on delivering only the most important aspects of a facial, without sacrificing the relaxation and results of a standard spa facial, by offering select services and using an arsenal of non-invasive equipment, all natural products, and cutting-edge techniques.

Facial Bars offer various styles of facials, each of which is 30 minutes and is targeted to treat different types of skin. Each facial can also be customized by adding a number of add-on services, such as extractions, light peels, dermaplanes, LED mask therapy, CBD products, and facial contouring massages. Facial Bars also offer other spa services, such as brow, chin, and lip waxing, and lash/brow tinting services, as well as HydraFacial skin care services and clinical facial services.

DESCRIPTION OF THE OASIS FACE BAR FRANCHISE

Each OFB franchisee can operate a Facial Bar at a single location and use our System (as defined below) and the Marks (as defined in Item 13 of this Disclosure Document) pursuant to a franchise agreement, attached to this Disclosure Document as Exhibit B ("Franchise Agreement"). The Facial Bar will be located at a specific location, as agreed by you and us and set forth in Exhibit A to the Franchise Agreement ("Approved Location"). We will also designate a set geographical territory around the Approved Location within which you will have certain exclusive

rights as specified in the Franchise Agreement and as further described in Item 12 of this Disclosure Document ("Protected Territory"). Our "System" means the distinctive uniform standards, methods, techniques, expertise, procedures, and specifications developed by us and our founder for establishing, operating, and promoting the Facial Bar. The distinguishing characteristics of our System include, without limitation, operating methods, procedures, and techniques for skincare and spa services; resources; networks; décor, layout, and schemes; record keeping and reporting; training; and marketing, advertising, sales, and promotional techniques, all of which may be changed, improved, further developed, or otherwise modified by us from time to time. If you become an OFB franchisee you must execute the distinguishing operating methods of our System with precision, and recruit and train service providers and agents or employees to execute our System accurately under your management and leadership.

Our Facial Bars are generally located in mid to large tier cities and their suburbs . Typically, our Facial Bars are open Monday through Friday between the hours of 11:00 a.m. and 7:00 p.m., Saturday and Sunday between the hours of 10:00 a.m. and 3:00 p.m., and other hours as requested for special events. The typical Facial Bar is located in a retail building (multi-unit or standalone) and is between 900 to 1,700 square feet. Facial Bars must accommodate a minimum of 4 facial chairs, 1 facial wax station, 1 sink, and 1 restroom. Each Facial Bar must obtain a license to operate under applicable state law. In addition, the Facial Bar must be operated by your Operating Partner (See Item 15 of this Disclosure Document).

Our Facial Bars are patronized by a broad spectrum of individuals of various ages. If you become an OFB franchisee, you will compete in a developing market with other established local and national salons, spas, and face bars, including medi-spas, wax studios, dermatologists, and plastic surgeons. We believe that the market for skincare and spa services, especially those provided by our Facial Bars, is established and expanding. However, an investment in an OFB Facial Bar, like any other business, involves business risks, and the success of the Facial Bar will be primarily dependent upon your business abilities and efforts.

We also may grant multi-unit development rights to qualified franchisees, which then may develop a specific number of Oasis Facial Bars within a defined territory (a "Development Territory") according to a pre-determined development schedule (the "Development Schedule") under our Development Rights Agreement (Exhibit C). Those franchisees may open and operate their Oasis Facial Bars directly or through certain Affiliated Entities (defined in Item 15). Before you sign the Development Rights Agreement, we and you will agree on the Development Territory, the number of Oasis Facial Bars that you will develop in the Development Territory, and the timeframe within which you will develop them. We and you (or your Affiliated Entity) will sign our then current form of franchise agreement (which could differ from the Franchise Agreement described in this disclosure document) for each Oasis Facial Bar and pay the initial fees according to the then-current franchise agreement. At the time of signing the Development Rights Agreement you will sign our current Franchise Agreement, which is attached to this Disclosure Document as Exhibit B, for the first Oasis Facial Bar and pay the Development Fee which is calculated pursuant to the formula in Item 5 below.

APPLICABLE GOVERNMENT REGULATIONS

There may be federal, state, and local laws and regulations specific to spa/salon facilities and businesses. There are also wide variations in legal requirements among the various state and local laws applicable to your Facial Bar which is classified as spa/salon. States generally require licenses to operate a spa/salon. Criteria for licensure vary from state to state, but customarily include completion of an application, payment of a fee, and post-opening inspection. Repeated failures by a salon/spa to comply with laws and regulations can result in state sanctions, fines, corrective orders, and possible suspension or revocation of the salon/spa's license. States generally also have licensure requirements, including initial licensure, renewal, and continue education requirements, for individuals providing cosmetology services. All of your employees providing cosmetology services must have the requisite licenses.

Additionally, you are required to comply with all laws and regulations that apply generally to all businesses during their construction and operation, such as the Americans with Disabilities Act of 1990, and generally other laws and regulations pertaining to health, safety, sanitation, fire, environmental, employment, discrimination, sexual harassment, taxes, cybersecurity, and data security. You may be required obtain real estate permits, other licenses, and zoning approvals. If you accept payment by credit or debit card, you must comply with the Payment Card Industry Data Security Standard ("PCI") established by major credit card brands to ensure merchants securely store, process, and transmit customer credit card information. You are responsible for checking on the existence of these types of laws, and/or proposed legislation, and for complying with these laws, which change from time to time. You should consult with your attorney concerning those and other local laws, ordinances, and regulations that may affect your Facial Bar's operation.

ITEM 2.
BUSINESS EXPERIENCE

CHIEF EXECUTIVE OFFICER AND FOUNDER: MOLLY LYONS

Ms. Lyons is the founder and Chief Executive Officer of Oasis Face Bar Franchising, LLC, and our Affiliate, and has served in this capacity since the date of formation of each entity, beginning March 2014. From March 2014 to September 2021 she was the Founder and Chief Executive Officer of Skin Oasis, LLC. Ms. Lyons has been operating and managing all of the company-owned Facial Bars since April 2018.

PRESIDENT: GEOFF GOODMAN

Geoff Goodman has been our President since October of 2024. Along with this role, Geoff is the CEO/Founder of Remarkable Brands Group since April of 2024 and formally CEO of Franchise Founders Group since April of 2022. Prior, he was the CEO of Fresh Brothers Pizza from 2020-2022 and has held various executive level positions in the franchise space since 2000.

FRANCHISE DEVELOPMENT: DEBBIE DOLAN

Debbie Dolan has been our Franchise Sales Developer since July, 2024 . Prior to that she was the franchise development director for LaVida Massage between 2014-2025. She began her career in franchising in 2008 when she founded Franchise Advisors Inc. a franchise development company that specializes in franchise development with emerging brands, and working throughout the franchise industry with a niche in resales. She continues to operate that company working resales for multiple franchise concepts.

There are no franchise brokers involved in the sales of OFB Facial Bars.

ITEM 3.
LITIGATION

No litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4.
BANKRUPTCY

No bankruptcy is required to be disclosed in this Franchise Disclosure Document.

ITEM 5.
INITIAL FEES

INITIAL FRANCHISE FEE

The initial franchise fee for a single OFB Facial Bar is $42,000 and is payable to us in accordance with the terms set forth herein (the "Initial Franchise Fee"), provided, however, if you enter into a Development Rights Agreement with us, the Initial Franchise Fee for your second and third locations are Thirty Thousand Dollars ($30,000) each and for your fourth and all subsequent locations Twenty Thousand Dollars ($20,000). The Initial Franchise Fee for a single Facial Bar is due and payable in a lump sum at the time you sign the Franchise Agreement. The Initial Franchise Fee is fully earned as and when paid, and non-refundable. This fee is in consideration of the administrative and other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others. We did modify the Initial Franchise Fee in 2024 once, however, where a franchisee purchased a company-owned location from us and signed a franchise agreement for the continued operation of such location, we did not charge the Initial Franchise Fee, but rather a purchase price for the existing location. Such purchase prices are not uniform and are dependent upon many factors such as location, assets, customer base and length of operation prior to the sale.

INITIAL TRAINING FEE

Attendance at the Initial Training Program (described in Item 11 of this Disclosure Document) for your Operating Partner and estheticians hired at the time of opening , is mandatory, and you are required to pay us a training fee in the amount of $6,000 (the "Initial Training Fee"). The Initial Training Program is described in Item 11 of this Disclosure Document, and takes place

before the grand opening of your Facial Bar. The entire amount of the Initial Training Fee is due and payable to us in a lump sum, at the time you sign the Franchise Agreement. This fee is fully earned as and when paid, and non-refundable. This fee is uniform and paid by each franchisee. If you are opening your second or subsequent Facial Bar, you are not required to attend the Initial Training Program or pay the Initial Training Fee unless you request to receive the Initial Training Program.

You will also be responsible for paying for the wages for your employees and other personnel attending the Initial Training Program.

GRAND OPENING ASSISTANCE FEE

Prior to your grand opening, one (1) of our employees will travel to your Facial Bar and assist with the grand opening of the Facial Bar for a total period of three (3) days, which will consist of at least two (2) days prior to the opening and the day of the grand opening. While on-site and in preparation of the grand opening, we will provide assistance with preparing the Facial Bar to open to the public and any on-site consulting or training for you or your Operating Partner, but not for any other employees. You must pay us a fee of Two Thousand Dollars ($2,000) (the "Grand Opening Assistance Fee"). This fee will cover our time and expense of being at your Facial Bar, and must be paid to us prior to our arrival at your Facial Bar. This fee is uniform and is not refundable.

CONSTRUCTION VISITS

We reserve the right to conduct on-site inspections during the construction of your Facial Bar, as we deem appropriate, to ensure the construction of the site meets our brand standards. Our first visit to your site is at no cost to you. However, if additional construction visits are required, based on the observations and feedback from first visit or following your request, we may require you to pay us or reimburse us our out-of-pocket expenses that we incur in conducting such on-site inspections, including costs of transportation, lodging, and meals. We estimate that the payments to us for any additional construction visit will range from $500 to $1,500 per visit. These costs are non-refundable.

DEVELOPMENT FEE

When you sign a Development Rights Agreement you must pay us a development fee equal to 100% of the Initial Franchise Fee ($42,000) for the first Facial Bar to be developed plus the reduced Initial Franchise Fee of Thirty Thousand Dollars ($30,000) for the second and third location, and Twenty Thousand Dollars ($20,000) for each additional Facial Bar to be developed thereunder (the "Development Fee"). The Development Fee is fully earned by us when we and you sign this Agreement and is non-refundable, even if you do not comply with the Development Schedule within the Development Rights Agreement. The Development Rights Agreement will not be effective, and you will have no development rights, until we receive the Development Fee. If you sign the Development Rights Agreement, pay the Development Fee, and then cannot find sites for Oasis Facial Bar or choose for another reason not to perform (in which case we terminate

the Development Rights Agreement), we may keep the entire Development Fee and need not return any money to you.

You are required to sign a Franchise Agreement for the first Facial Bar at the time you sign your Development Rights Agreement, but you will not be charged a separate Initial Franchise Fee under that initial Franchise Agreement. The Development Fee includes your first Initial Franchise Fee due under that initial Franchise Agreement. You will sign our then current form of franchise agreement and related documents for each Oasis Facial Bar developed according to the Development Schedule within the Development Rights Agreement, the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document.

We will apply corresponding credit of the Development Fee towards each Initial Franchise Fee charged under each subsequent Franchise Agreement to satisfy the Initial Franchise Fee. Therefore, you will not be required to pay any portion of the Initial Franchise Fee at the signing of each subsequent Franchise Agreement for Facial Bars opened under the Development Agreement. This Development Fee is uniform among all developers executing a Development Rights Agreement. We did not modify or reduce the Development Fee in 2024.

* * *

You will bear the cost of, and must pay, any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. However, we may choose to collect such taxes from you for transmittal to the taxing authority. You must reimburse us for any taxes we pay directly to any taxing authority.

ITEM 6.
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of the Gross Sales during the previous week.	Weekly. Obligations are ongoing.	This fee covers, among other things, use of our Marks and our proprietary System. See Note 1.
Brand Fund Fee	2% of Gross Sales during the previous week.	Weekly. Obligations are ongoing.	This fee goes toward the Brand Fund, which shall be used for the general promotion of our Marks and our System. See Note 2.
Local Marketing Fee	1.5% of Gross Sales during the previous month	As Incurred	Payable to third-party suppliers or us. All advertising must be approved by us.

Type of Fee	Amount	Due Date	Remarks
Re-training Fee	$750 per each additional person	Immediately prior to the Re-training.	This amount covers our costs for conducting the Initial Training Program for any team member after the opening of your Facial Bar. See Note 3.
Ongoing Training Fees	Currently there is no fee, but we reserve the right to charge a fee, not to exceed $1,500 per program.	If implemented, immediately prior to each additional training program.	See Note 4.
Convention Registration	$400, but we reserve the right to charge a fee not to exceed $1,500	Annually	See Note 5.
Audit Fee	Cost of audit charges	Within 15 days after billing.	See Note 6.
Late Fee	1.5% of all outstanding amounts per month	As incurred.	Due on all overdue amounts more than 5 days late (in addition to any Insufficient Funds Charges).
Insufficient Funds Charge	Our out-of-pocket expenses plus $35	As incurred.	Due only if your account has insufficient funds to cover EFT. See Notes 1 and 2.
Relocation Fee	Lesser amount of either (i) $2,500, or (ii) the actual out of pocket costs and expenses incurred by us in assisting and approving your relocation.	Upon our approval of relocation and determination of out actual incurred costs.	Due if you move your Facial Bar to another location. See Note 7.
Transfer Fee	Greater amount of either (i) 25% of the then-current initial franchise fee, , or (ii) $10,000.	Upon our approval of transfer and determination of out actual incurred costs.	Due if you sell, transfer, or assign your franchise. See Note 8.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	$300	On or before the 5th day of each month. Obligations are ongoing.	See Note 9.
Inspection Program	$300 per day or our actual cost whichever is greater.	No more than quarterly during the fiscal year	See Note 10.
Product/Supplier Approval Costs For Testing And Evaluation Of Products	$350 or our actual cost whichever is greater	As incurred.	This covers the cost of testing new products or inspecting new suppliers you recommend. See Note 11.
Renewal Fee	25% of the then current Initial Franchise Fee	At time of renewal.	Due if you renew your Franchise Agreement.
Unauthorized Advertising Fee	$100 per day of use of unauthorized advertising	Upon demand.	See Note 12.
Prohibited Product, Service, Supplier Fee	$100 per day of using any authorized supplier, or of offering or using unauthorized products or services.	Upon demand	Amounts charged upon second offense. See Note 13
Cooperative Advertising	Typically between 1% - 3% of Net Sales (Advertising Cooperative members est. exact amount)	Established by Advertising Cooperative Members	We may form an Advertising Cooperative in your area. Contribution levels are subject to our approval. See Note 14.
Attorney's Fees and Costs	Varies	Immediately upon billing.	You must reimburse our legal costs, expenses, and fees for enforcing or terminating the Franchise Agreement or Development Rights Agreement or if we prevail in an action against you.

Type of Fee	Amount	Due Date	Remarks
Reimbursement of expenses to resolve customer complaint	Actual amount of our expenses	Immediately upon billing.	You must reimburse us in the event we incur any expenses to resolve a complaint by a customer of your Facial Bar.
Indemnification	Varies	Immediately upon billing.	You must reimburse us for any liability or cost we incur by reason of your operation of the Facial Bar, your breach of any agreement with us, or the acts or failures of your employees.
Taxes	Actual tax amounts imposed on us	Immediately upon demand.	You must reimburse us for any sales tax, gross receipt tax or similar tax (other than income tax) imposed on us for any payments to us required under the Franchise Agreement.
Liquidated Damages – Violation of Confidentiality or Non-Competition Covenants	$100,000, plus our attorneys' fees	Per Occurrence	Payable to us if you violate the confidentiality and/or non-competition covenants in the Franchise Agreement

Except as provided in the following footnotes, the fees and payments listed above are imposed uniformly and collected by, and payable to, us. These fees and payments are not refundable.

Note 1: Royalty Fee.

During the term of the Franchise Agreement, you must pay us a continuing royalty fee each week equal to 6% of your Gross Sales during the previous week ("Royalty Fee"). The term "Gross Sales" means all revenue you receive from the operation of your Facial Bar, whether by cash, check, credit card, trade or otherwise, including but not limited to fees for services, proceeds from sales of any and all products and accessories (net of returns, adjustments, and credits), amounts paid by gift certificate, gift card or similar program when the gift certificate, other instrument, or applicable credit is redeemed, and all other income of any kind or nature generated (including income generated by the unauthorized sale of goods or services), excluding only sales taxes collected and paid on your behalf. The Royalty Fee is not refundable, and is uniformly charged to

each franchisee. The Royalty Fee was previously set at 5% therefore some franchisees will have a lower Royalty Fee as set under their prior franchise agreement.

Royalty Fee payments will begin with the week immediately following the week in which your Facial Bar open for business. Such Royalty Fee payments will be due and payable for each week or part of a week afterwards during the term of the Franchise Agreement. The Royalty Fee will be paid to us by electronic funds transfer ("EFT") from your bank account through an automatic debit system, which may be facilitated through a third-party software system. The amount of the Royalty Fee will be added to your weekly Brand Fund Fee (see Note 2 below), and the total amount due will be withdrawn from your bank account via EFT every Wednesday each week. This EFT may be processed by our required third-party software provider.

You must maintain a balance in your account sufficient to allow us to collect amounts owed to us when due, or we will charge you an additional fee of $35 for each EFT attempt that was unsuccessful due to insufficient funds, which may be in addition to any other late fees imposed by us and any other fees that the third-party vendor may charge for insufficient funds. If you fail to report Gross Sales on a timely basis, we may calculate your Gross Sales and determine your weekly Royalty Fee (based on data from the third-party payment processing vendor that we require you to use) and withdraw from your account the amounts we calculate to be due to us for the Royalty Fee.

Note 2: Brand Fund Fee.

During the term of the Franchise Agreement, you must pay us a continuing Brand Fund fee each week equal to 2% of Gross Sales during the previous week ("Brand Fund Fee"). Amounts collected from the Brand Fund Fee, in combination with our branding efforts, shall be used to pay expenses incurred in the general promotion of our Marks and our System, including creative design costs and branding costs, advertising, and administering advertising campaigns ("Brand Fund"). See Item 11 of this Disclosure Document for greater detail regarding the Brand Fund Fee and the administration of the Brand Fund. We reserve the right to increase the amount of the Brand Fund Fee. The Brand Fund Fee is not refundable, and is uniformly charged to each franchisee.

Brand Fund Fee payments will begin with the week immediately following the week in which your Facial Bar open for business. Such Brand Fund Fee payments will be due and payable each week during the term of the Franchise Agreement. The Brand Fund Fee will be paid to us by electronic funds transfer ("EFT") from your bank account through an automatic debit system, which may be facilitated through a third-party software system. The amount of the Brand Fund Fee will be added to your weekly Royalty Fee (see Note 1 above), and the total amount due will be withdrawn from your bank account via EFT every Wednesday each week. This EFT may be processed by our required third-party software provider.

You must maintain a balance in your account sufficient to allow us to collect amounts owed to us when due, or we will charge you an additional fee of $35 for each EFT attempt that was unsuccessful due to insufficient funds, which may be in addition to any other late fees imposed by us and any other fees that the third-party vendor may charge for insufficient funds. If you fail to report Gross Sales on a timely basis, we may calculate your Gross Sales and determine your weekly Brand Fund Fee (based on data from the third-party payment processing vendor that we require

you to use) and withdraw from your account the amounts we calculate to be due to us for the Brand Fund Fee.

Note 3: Re-training Fee.

The Re-training Fee covers our costs for conducting the Initial Training Program again ("Re-training"). You will be charged $750 per person attending any re-training. The entire amount of the Re-training Fee is due and payable to us immediately prior to the Re-training. This fee is fully earned as and when paid, and non-refundable. This fee is uniform for each franchisee. There is no Re-training Fee for any Re-training of your Lead Esthetician (as defined below in Item 15). The Re-training Fee only applies to the re-training of an Operating Partner of the Facial Bar. This fee is fully earned as and when paid, and non-refundable. This fee is uniform for each franchisee. You will also be responsible for paying for the costs and expenses of traveling to the training (if applicable) and any wages for your Operating Partner and other personnel while attending the Re-training.

Note 4: Ongoing Training Fees.

We may provide various periodic training programs for you and your personnel. If we provide additional training programs, your Operating Partner (as defined in Item 15 of this Disclosure Document) will be required to attend, and you must pay us the applicable fee, if any, charged for such program, provided that this fee will never exceed $1,500 per additional training program. These fees are not applicable to the Initial Training Fee (described above in Item 5 of this Disclosure Document). These ongoing training fees will be uniform, non-refundable, and due immediately prior to the ongoing training. You will also be responsible for paying for the costs and expenses of traveling to the training and any wages for your Operating Partner and other personnel while attending the training.

Note 5: Annual Convention.

We currently hold conventions, and you will be required to pay this fee once a year, which covers registration of your Operating Partner to attend such convention. Your Operating Partner will be required to attend our convention each year, if one is held, provided some unforeseen circumstance. If you want to send additional people to our convention, you will pay an additional registration fee for each person. We may increase this fee from time to time. If we do not hold an convention in one year, we will forego collecting the convention fee the following year and will apply your previous convention fee to the subsequent year's convention. Once paid, the annual convention fee is non-refundable. The annual convention fee is uniform for all franchisees.

Note 6: Audit Fee.

In the Franchise Agreement, we reserve the right to audit your books, records, tax returns, and business operation at any reasonable time. That audit is at our expense, unless the audit discloses that you have understated your Gross Sales by more than 2% for the period covered by the audit. In that event, you must immediately reimburse us for the cost of the audit immediately upon our delivery of a written notice to you.

Note 7: Relocation Fee.

Among other conditions of our approval for a relocation of your Facial Bar from your Approved Location to a different location, you must pay us a relocation fee. The relocation fee shall be a flat fee in an amount equal to the lesser of either (i) $2,500, or (ii) the actual out of pocket costs and expenses incurred by us in assisting and approving your relocation. This relocation fee is due upon our written approval of the new location for your Facial Bar and the point in time we have concluded of the amount of our expenses incurred. This fee is uniform and is not refundable. This fee does not apply if you do not request to relocate the Facial Bar.

Note 8: Transfer Fee.

Among other conditions of our approval for a transfer of your Facial Bar to another qualified franchisee, you must pay us a transfer fee. The transfer fee shall be a flat fee in an amount equal to the greater of either: (i) 25% of the then-current Initial Franchise Fee, or (ii) $10,000. This transfer fee is due upon our written approval of the new location for your Facial Bar and the determination of the amount of our expenses incurred. This fee is uniform and is not refundable. This fee does not apply if you do not request to transfer the Facial Bar.

Note 9: Technology Fee.

We require all franchisees to use our designated specific point-of-sale software system and/or required software and applications for any aspect of the business of your Facial Bar (collectively, the "Software System"). We will charge you a fee to cover and/or recoup fees that we pay on your behalf for the Software System (the "Technology Fee"). The amount of the Technology Fee may change in the future. We will notify you of any such change. None of the Technology Fee will be refundable and such fees are uniform for all franchisees. We reserve the right to change the Software System and its applications which are required for use in your Facial Bar at any time upon notice to you, which may result in a modification, or institution, of the Technology Fee.

Note 10: Inspection Program.

Your Facial Bar will operate according to our Operating Standards. We may perform inspection services or utilize third-party inspection providers (e.g. secret shoppers) to monitor your compliance with our Operating Standards. You must participate in our then- current inspection programs, at your cost and expense. If you fail to achieve minimum quality scores (as described in our Operations Manual) or otherwise satisfy our Operating Standards in any quality assurance inspection we conduct, that is a default under the Franchise Agreement.

Note 11: Product/Supplier Approval Costs for Testing And Evaluation Of Products

If you want to purchase products, equipment, supplies, or services, equipment, supplies and services from other than approved suppliers, we may require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility designated by us, or reimbursement of our expenses if travel is incurred. You must pay a charge equal to $350 or our actual costs incurred to evaluate and test the product.

Note 12: Unauthorized Advertising Fee

This fee is payable to us if you use unauthorized advertising in violation of the terms of the Franchise Agreement. We will not charge this fee on your first offense. However, beginning on the second offense, we may charge this fee at our sole discretion. If you use unauthorized advertising three or more times during the term of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement for material breach. For the avoidance of doubt, this is in addition to other remedies available to us. This may not be enforceable under state law.

Note 13: Prohibited Product, Service, Supplier Fee

This fee is payable to us in the event that you offer or provide any unauthorized products or services from your Facial Bar, or use any unauthorized supplier. We will not charge this fee on your first offense. However, beginning on the second offense, we may charge this fee in our sole discretion. If you use unauthorized products three or more times during the term of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement for material breach. For the avoidance of doubt, this in addition to other remedies available to us. This may not be enforceable under state law.

Note 14: Advertising Cooperative

We may designate a geographic area in which 2 or more Facial Bars are located as an area for an advertising cooperative (an "Advertising Cooperative"). The Advertising Cooperative's members are the owners of all Facial Bars operating in the area, including us and our affiliates, if applicable. All material decisions of the Advertising Cooperative, including contribution levels (which also require our approval), will require the affirmative vote of 51% of all Facial Bars operating within the Advertising Cooperative's area (including those that we and our affiliates operate, if applicable), with each Facial Bar receiving one vote. In some areas, we may have controlling voting power over the Advertising Cooperative, but your required Advertising Cooperative contribution will not exceed 3% of Net Sales. Advertising Cooperative fees are not paid to us, they are paid to the Advertising Cooperative and such fees are not uniform among franchisees.

* * *

You will bear the cost of, and must pay, any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. However, we may choose to collect such taxes from you for transmittal to the taxing authority. You must reimburse us for any taxes we pay directly to any taxing authority.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee See Item 5.	$42,000	Either in lump sum, or via promissory note.	Upon signing the Franchise Agreement.	Us
Initial Training Fee See Item 5.	$6,000	Lump sum.	Upon signing the Franchise Agreement.	Us
Real Property – Leasing See Note 1.	$3,600 to $13,600 (based upon lease rent for first month and security deposit)	As incurred.	Before Facial Bar opening. Obligations are ongoing.	Third parties
Construction, Development & Renovation; Leasehold Improvements See Note 2.	$20,000 to $120,000	As incurred.	Before Facial Bar opening.	Third parties
Project Management See Note 2.	$7,500 - $25,000	As incurred	As incurred	Third parties
Furniture & Fixtures See Note 3.	$33,420 - $71,200	As incurred	Before Facial Bar opening.	Third parties
Facial Equipment See Note 3.	$3,850 - $11,847	As incurred.	Before Facial Bar opening.	Third parties
Exterior Signage See Note 4.	$3,000 to $12,500	As incurred.	Before Facial Bar opening.	Third parties
Computer System Equipment & Software See Note 5.	$1,200 to $3,300	As incurred.	Before Facial Bar opening.	Third parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Opening Package See Note 6.	$15,500 to 22,500	As incurred.	Before Facial Bar opening. Obligations are ongoing.	Third parties
Utilities & Other Deposits See Note 7.	$1,275 to $2,665	As incurred.	Before Facial Bar opening. Obligations are ongoing.	Governmental agencies and other third-party service providers
Initial Business Licenses, Permits & Legal Fees See Note 8.	$1,500 to $5,500	As incurred.	Before Facial Bar opening.	Governmental agencies and other third-party service providers
Grand Opening Marketing See Note 9.	$7,500 - $15,000	As incurred.	Before Facial Bar opening.	Third-party advertising sources
Grand Opening Assistance Fee See Item 6.	$2,000	As incurred.	Before Facial Bar opening.	Us.
Insurance as required in the Franchise Agreement See Note 10.	$600 to $1,350 (based upon premiums for first three months)	As incurred.	As incurred. Obligations are ongoing.	Third-party insurance providers
Additional Funds for 3 Months See Note 11.	$15,000 to $30,000	As incurred.	As incurred. Obligations are ongoing.	Varies
TOTAL	**$163,945-$384,462**			

All figures in this Item 7 are estimates only. Actual costs vary for each franchisee and each location depending on a number of factors. The size and characteristics of each location affect the initial investment costs, in addition to whether or lease the location of your Facial Bar. In preparing these estimates, we relied upon our practical experience within the industry and operating a Facial Bar. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.

Note 1: Real Property.

A typical OFB Facial Bar premises ranges from 900 to 1,700 square feet, accommodates 4 facial chairs, and is located in a retail building (multi-unit or standalone) in an urban or suburban area. Your Facial Bar must have a minimum of 900 square feet and contain at least 4 facial chairs. Further, all Facial Bars must have 1 facial wax station, 1 sink, and 1 restroom. All Facial Bars must conform to our standards, specifications, and requirements. All Facial Bars must be in their own physical single-use location and cannot be placed or located within another business' premises. For the avoidance of doubt, no location for a Facial Bar will be approved if it is subleasing space inside the operation of an existing business.

Real property rental costs, including amounts charged for rent, security deposits, utilities, taxes, insurance, and additional rent fees, vary considerably from market to market and depend upon a wide range of factors, including the Facial Bar's size, condition, location, and demand for the premises among prospective lessees. Because of the numerous variables that affect the value of a particular piece of real estate, it is hard to accurately determine this initial investment. The estimates provided are our best estimate of the costs of obtaining the real property suitable for your Facial Bar.

If you lease your Facial Bar premises, we anticipate the annual costs to range from $21,600 to $54,000. Your landlord may require you to pay an additional security deposit (typically an amount equal to few months' rent) to secure your rights in the premises. These expenses are payable as they are incurred and are paid directly to the landlord. We do not have a designated third-party vendor for the lease of your Facial Bar premises. The ability to receive refunds of such amounts shall be determined by the landlord. You are required to have a lease term of at least 5 years, and your landlord must execute our Collateral Assignment of Lease in the form we require, which is currently attached as an Exhibit to the Franchise Agreement. Note that payments for utilities and taxes may not be included in your monthly rent and may have to be paid separately.

You might choose to purchase, rather than lease, real estate on which a building suitable for the Facial Bar already is constructed or could be constructed. If you purchase the land and build or re-develop the facility for your Facial Bar, you will have land acquisition costs and building construction and site work costs, which can vary widely. If you purchase your premises, you will also incur annual property taxes, which will vary from state to state and year to year. Because of the numerous variables that affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Facial Bar. If you choose to purchase the real estate for the Facial Bar, the entity that owns the Facial Bar premises must be a separate entity from the entity that is the franchisee under the Franchise Agreement, and your affiliated entity must sign our Collateral Assignment of Lease in the form we require, which is currently attached as an Exhibit to the Franchise Agreement.

Note 2: Construction, Development & Renovation, Leasehold Improvements.

These figures represent our estimate of your costs for the construction build-out and improvements for a typical OFB Facial Bar located in an existing retail building (multi-unit or standalone) within an urban or suburban area consisting of 900 to 1,700 square feet and

accommodating 4 to 8 facial chairs, 1 facial wax station, 1 sink, and 1 restroom. The amount of your investment attributable to construction, development, and renovation expenses will vary depending on what work is desired for the location in which you chose to operate your Facial Bar and the condition of the facility prior to construction. This estimate includes the costs and expenses for general contractors, interior designers, renovations, permitting, and overall design plans. This estimate does not include costs associated with constructing a building shell, extensive redesign or remodeling, architects, permitting variances, legal obstacles, or legal fees in negotiating your lease agreement or land acquisition. The construction, development & renovation expenses are payable as they are incurred and are paid directly to the third-party providers. We do not currently have designated third-party providers for these services. The ability to receive refunds of such amounts shall be determined by the third-party providers.

You may, in your discretion, hire a construction consultant in connection with the construction process of your Facial Bar. We do not have any required constructions consultants, but we must approve the consultant you hire. The estimated fee for such a consultant has been included in a separate line item above and is in addition to the cost of the construction. This consultant will help you through the construction process and help keep the various contractors on schedule.

All improvements (whether leasehold or owned) must conform to our standards and specifications, and must be approved by us in advance. You are responsible for ensuring your final improvements conform not only to our specifications, but also all local laws and building codes. Due to the nature of these costs, these amounts can fluctuate greatly depending on the location, size, and condition of the property, local market conditions and demand, local labor and supply costs, and many other factors and therefore your actual expenditures may vary considerably from these estimates. Please note that these estimates are not calculated for markets where we have not previously sold franchises.

In addition, we may from time to time, but not more than once every five (5) years during the Franchise Agreement (after the Facial Bar's opening), require you to substantially alter the Facial Bar's appearance, branding, layout and/or design, and/or replace a material portion of your equipment, in order to meet our then current requirements for new similarly situated Oasis Facial Bars. This obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, the Facial Bar, and/or in your spending substantial amounts for new equipment, and you agree to incur, without limitation, any capital expenditures required in order to comply with this obligation and our requirements. Within sixty (60) days after receiving written notice from us, you must have plans prepared according to the standards and specifications we prescribe and, using architects and contractors, construction consultants we designate or approve, and you must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we reasonably specify. However, nothing in this paragraph in any way limits your obligation to comply with all mandatory System Standards we periodically specify.

Note 3: Furniture & Fixtures, Facial Equipment.

You must equip the Facial Bar with particular furniture and fixtures. This figure is our estimate of the costs for such furniture, fixtures, and equipment necessary to operate your Facial

Bar in accordance with our standards and specifications. These estimates are our reasonable estimates for costs associated with purchasing the furniture, fixtures, and equipment necessary to open your Facial Bar. Our estimates are based upon a typical OFB Facial Bar consisting of 900 to 1,700 square feet and accommodating 4 to 8 facial chairs, 1 facial wax station, 1 sink, and 1 restroom. This required furniture and fixtures are specified in our Operations Manual (defined in Item 8 of this Disclosure Document), but include without limitation facial chairs, equipment carts, reception area furniture & equipment, welcome desk, washer & dryer, shelving, sound equipment, and decorations. The cost of these items is payable as incurred and are paid directly to third-party vendors.

You are also required to purchase certain facial equipment for use at the Facial Bar. The designated brands, vendors and types of facial equipment is designed in the Operations Manual. The estimated costs of such required facial equipment is listed above in a separate line item. You are required to purchase certain items, specified in our Operations Manual, from only our approved vendors (see Item 8 of this Disclosure Document). All other items must be approved by us before you make such purchases. The ability to receive refunds of such amounts shall be determined by the third-party vendors. The size of your Facial Bar premises will determine your actual costs for such purchases.

Note 4: Exterior Signage.

You must purchase and display signage and window decals on the exterior of the Facial Bar facilities. You are required to obtain the signage requirements, if any, from the landlord of your facility, if you lease your premises, and comply with such requirements in addition to all local zoning and building codes. The estimated cost of the exterior signage does not include any additional costs incurred in complying with your landlord and/or local zoning requirements. We will provide to you the graphics and design of the signage, but you are required, at your expense, to purchase and display signage and window decals on the exterior of the Facial Bar in accordance with our design. These expenses are payable as incurred and are paid directly to third-party vendors. We do not currently have designated vendors; however, we reserve the right in the future to designate ones. The ability to receive refunds of such amounts shall be determined by the third-party vendor.

Note 5: Computer System Equipment & Software.

You must purchase or lease computer system equipment necessary for operating your Facial Bar in accordance with our standards and specifications, which includes at least 1 computer, and 1 smartphone, 1 printer, and 1 point-of-sale system. We will provide details on the exact specifications for such equipment required for the operation of your Facial Bar. (See Item 11 of this Disclosure Document for more details.) The equipment must comply with our operating standards and the requirements set forth in the Operations Manual (defined in Item 8 of this Disclosure Document), which may be modified from time to time. These payments to the computer system equipment suppliers are refundable only as negotiated between you and the suppliers. These expenses are payable as incurred and are paid directly to third-party vendors. We do not currently have designated vendors for this equipment. The ability to receive refunds of such amounts shall be determined by the third-party vendors.

We require all franchisees to use our designated Software System. You must license the use of certain software, programs, and applications in the Software System which are necessary for operating your Facial Bar in accordance with our standards and specifications, some of which require monthly, annual, or per transaction fees. This estimate includes the amount of any such fees for the first 3 months. A list of all required software is in our Operations Manual (defined in Item 8 of this Disclosure Document), which may be modified from time to time. These expenses are payable as incurred and are paid directly to third-party vendors. We do not currently have designated vendors; however, we reserve the right in the future to designate ones. The ability to receive refunds of such amounts shall be determined by the third-party vendors. As set forth in Item 6, we charge a Technology Fee to you to cover our costs and expenses in administering any aspect of the Software System to you.

Note 6: Initial Opening Package.

You must purchase and maintain minimum amounts of certain inventory, materials, and supplies for your Facial Bar. This figure is our estimate for the costs for the initial opening order of such inventory, materials, and supplies necessary to operate your Facial Bar in accordance with our standards and specifications. These estimates are our reasonable estimates for costs associated with purchasing the amount of such items necessary to open your Facial Bar. Our estimates are based upon a typical OFB Facial Bar consisting of 900 to 1,700 square feet and accommodating 4 to 8 facial chairs, 1 facial wax station, 1 sink, and 1 restroom. These required items of inventory, retail product, skin care products, materials, and supplies are specified in our Operations Manual (defined in Item 8 of this Disclosure Document), but include without limitation retail products, back bar products, facial tools, small devices & supplies (gloves, cotton pads, brushes, spatulas, wax sticks and strips, tweezers, scissors), towels, blankets, cleaning products, office supplies, and beverages. The costs of these items are payable as incurred and are paid directly to third-party vendors. You are required to purchase certain items, specified in our Operations Manual, from only our approved vendors (see Item 8 of this Disclosure Document). The ability to receive refunds of such amounts shall be determined by the third-party vendors. The size of your Facial Bar premises will determine your actual costs for such purchases.

Note 7: Utilities & Other Deposits.

You are responsible for the cost of the utilities used and consumed by your franchised Facial Bar. You are required to have a reliable high-speed internet access at the location of your Facial Bar. You are also required to maintain a separate mobile phone line for the Facial Bar which is separate from your home or personal line. Additionally, you must ensure you have access to general utilities such as gas, electricity, sewer, water, internet and similar items. The costs of these items are payable as incurred and are paid directly to third-party vendors. We do not have designated vendors; you will be required to use the vendors available in your area. The ability to receive refunds of such amounts shall be determined by the third-party vendors. This estimate is an estimate for those initial utilities and any deposits they may require. The higher end of this estimate includes any lease deposits which landlords, if applicable, may require. If you purchase the real estate of your premises, you will not have any lease deposits.

Note 8: Initial Business Licenses, Permits & Legal Fees.

You will incur your own legal and business fees associated with conducting your franchised Facial Bar. Such fees are incurred in your initial ordinary course of business for items such as forming a business entity and obtaining all necessary licenses and permits for operations. Amounts used herein are general estimates. These amounts will vary depending upon the jurisdiction and its licensure procedure. You must comply with all federal, state, and local laws. Such laws may include, but are not limited to, those governing the acquisition and maintenance of all licenses and/or certificates required for the operation of your Facial Bar. (See Item 1 of this Disclosure Document for general description of laws applicable to the business.) These costs and fees will vary depending upon the location of the Facial Bar. Such fees are payable to your third-party providers, the governmental entity requiring payment of these fees, or the third parties which the governmental entity designates, generally before opening. The ability to receive refunds of such amounts shall be determined by the third-party providers and governmental entities.

Note 9: Grand Opening Marketing.

We require that you spend a minimum amount within your Protected Territory on costs associated with promoting the grand opening of your Facial Bar. The grand opening marketing campaign must begin at least 2 months prior to the opening of your Facial Bar and for a period of 2 months thereafter, and must include a kick-off event at your Facial Bar after the opening. Grand opening costs vary, and you may choose to invest more than the minimum amount of $10,000 on such advertising activities. You are not required to spend more than $10,000 on the grand opening marketing efforts. Such costs included in this process include advertising, promotional give-a-ways, press releases, print and media publications, appearances, salary for staff members, etc. The cost of these items are payable as incurred and are paid directly to third-party vendors. We do not currently have designated vendors; however, we reserve the right in the future to designate ones. The ability to receive refunds of such amounts shall be determined by the third-party vendors.

Note 10: Insurance.

You must obtain the insurance coverage required under the Franchise Agreement and we and our affiliates must be listed as additional named insureds under your insurance policies. Insurance costs vary in different localities. The estimate is for 3 months of a full year's premiums. These costs of insurance are payable as incurred and are paid directly to third-party providers. We do not currently have designated providers. The ability to receive refunds of such amounts shall be determined by the third-party providers. You will also incur expenses for workers' compensation for your employees. We are unable to estimate amounts that you may be required to spend for workers' compensation insurance, because the requirements and rates vary widely from place to place. An ongoing monthly allowance for insurance will appear on your Profit and Loss Statement since this expense is ordinarily an ongoing obligation. We show it here because you often pay 3 months to 1 year in advance.

Note 11: Additional Funds for 1 to 3 Months.

This amount estimates your initial start-up expenses (in addition to the other items specifically identified separately in this Item 7) to be incurred in the operation of the Facial Bar

during the first 3 months. This estimate includes amounts to pay for salaries and wages (if applicable, but doesn't include any draw or salary for you), withholding taxes, utilities, other taxes, and ordinary costs of doing business. This estimate does not include any Royalty Fee or Brand Fund Fee estimates. The actual amount of additional funds that you will need depends upon a variety of factors. These factors include your own management skill, economic conditions, competition in your area, and other factors, including number of transactions you process during this initial period.

ESTIMATED INITIAL INVESTMENT UNDER DEVELOPMENT RIGHTS AGREEMENT

If you sign a Development Rights Agreement, you will pay a Development Fee equal to 100% of the Initial Franchise Fee ($42,000) for the first Oasis Facial Bar to be developed plus Thirty Thousand Dollars ($30,000) for each second and third location and Twenty Thousand Dollars ($20,000) each for your fourth and all subsequent locations you agree to develop during the term of the Development Rights Agreement. The Development Fee, which is not refundable under any circumstances and is fully earned by us when it is paid, is due in full when you sign any Development Rights Agreement. Except for the Development Fee and approximately $5,000 in working capital that you initially might need to begin looking for acceptable sites, no initial investment is required to begin operating under the Development Rights Agreement.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Facial Bar in strict conformance with our methods, standards and specifications which we prescribe in our confidential operations manual ("Operations Manual"). The Operations Manual covers nearly all aspects of your franchise's operation. To ensure that the highest degree of quality and service is maintained among all Facial Bars, you must refrain from (i) deviating from our standards and specifications without our prior written consent, and (ii) otherwise operating in any manner which reflects adversely on our Marks or our System. You may use, offer, and sell only those products, services, and related supplies that we expressly approve in writing for use and sale by the Facial Bars. You must develop and operate the Facial Bar in accordance with our specifications; however, it is your responsibility to comply with all applicable local, state and federal laws, rules, regulations, ordinances and standards.

REQUIRED PURCHASES FROM US OR OUR AFFILIATES

The following are items or services that you currently must purchase from us or an affiliate. We may designate alternative suppliers in the future for these items, including, but not limited to, an affiliate of us.

REQUIRED PURCHASES & APPROVED SUPPLIERS

The following are items that you currently must purchase and which must comply with our operating standards and the requirements set forth in the Operations Manual, which may be modified from time to time. Some of these items must be purchased from only the approved suppliers identified in the Operations Manual. We may designate alternative required suppliers in the future, including, but not limited to, us or our affiliates. The items for which we have not

designated an approved supplier may be purchased from any supplier you choose. However, we reserve the right in the future to designate approved suppliers, including but not limited to us or our affiliates, for any of these items. We are not currently the supplier of any products or services you are required to offer or purchase.

Furniture, Fixtures, and Facial Equipment. You must equip the Facial Bar with particular furniture, fixtures, and facial equipment necessary for operating your Facial Bar in accordance with our standards and specifications. These required furniture, fixtures, and equipment are specified in our Operations Manual, but include, without limitation facial chairs, facial equipment (such as hyrdofacial machines, microcurrent machines, etc.), supply & equipment carts, reception area furniture & equipment, washer & dryer, shelving, sound equipment, and decorations. From time to time, we may modify and update the required furniture, fixtures, and equipment, and you shall be required to purchase and use such updated furniture, fixtures, and equipment. There is no limit to our ability to modify, update, or revise the required furniture, fixtures, and equipment. You are required to purchase certain items, specified in our Operations Manual, from only our approved vendors. A list of the approved vendors is provided in the Operations Manual, as well as a list of recommended vendors. We may designate alternative approved vendors in the future, including but not limited to us or our affiliates. The items for which we have not specified approved vendors may be purchased from our recommended vendors or any other vendor. However, all such purchases must be approved by us in writing before you make such purchases. Further, we reserve the right in the future to designate approved vendors, including but not limited to our affiliates, for any of these items. We are not affiliated with the approved or recommended vendors.

In addition, we may from time to time, but not more than once every five (5) years during after the Facial Bar's opening, require you to substantially alter the Facial Bar's appearance, branding, layout and/or design, and/or replace a material portion of your equipment, in order to meet our then current requirements for new similarly situated Oasis Facial Bars. Within sixty (60) days after receiving written notice from us, you must have plans prepared according to the standards and specifications we prescribe and, using architects and contractors, construction consultants we designate or approve, and you must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we reasonably specify.

Skincare Products, Retail Product, Supplies. You must purchase certain skincare products, retail product, back bar products, facial tools, small devices & supplies (gloves, cotton pads, brushes, spatulas, wax sticks and strips, tweezers, scissors) from our approved third party suppliers. The required skincare, retail inventory and operating supplies and products and approved suppliers of such products are specified in our Operations Manual. After your initial purchase of such products, you must maintain appropriate levels of such inventory, materials, and supplies as required by your Facial Bar volume of business. From time to time, we may modify and update the required skincare products and supplies, and you shall be required to purchase and use such updated materials. There is no limit to our ability to modify, update, or revise the required skincare products and supplies. We may designate alternative approved suppliers in the future, including but not limited to us or our affiliates.

Exterior Signage. You must purchase signage and window decals for the exterior of your Facial Bar facilities. We will provide to you the graphics and design of the signage, but you are required, at your expense, to purchase the signage and window decals. From time to time, we may modify and update the required signage, and you shall be required to purchase and use such updated signage. There is no limit to our ability to modify, update, or revise the required signage. We do not currently have approved vendors; however, we reserve the right in the future to designate approved vendors, including but not limited to us or our affiliates. We do not currently generate any revenues, incentives, or kick-backs from these required purchases.

Computer System Equipment. You must purchase or lease computer system equipment necessary for operating your Facial Bar in accordance with our standards and specifications, which includes at least 1 computer and 1 smartphone, 1 printer, and 1 point of sale stand. (See Item 11 of this Disclosure Document for more details.) The equipment must comply with our operating standards and the requirements set forth in the Operations Manual, and be capable of operating the required software for your Facial Bar. From time to time, we may modify and update the required computer system equipment, and you shall be required to purchase such updated computer system equipment. We are not limited in our right to make any such modifications. There is no limit to our ability to modify, update, or revise the required computer system equipment. We do not currently have approved vendors; however, we reserve the right in the future to designate approved vendors, including but not limited to us or our affiliates. We do not currently generate any revenues, incentives, or kick-backs from these required purchases.

Computer Software. You must license and use the designated and prescribed Software System which contains certain software, programs, and applications necessary for operating your Facial Bar in accordance with our standards and specifications. The Software System includes, among other things, a specific required payment processing vendor. You must process all sales using the required payment processing vendor, and are not allowed to provide services to anyone outside of this payment processing program. The required Software System is specified in our Operations Manual. From time to time, we may modify and update the Software System and its various components, and you shall be required to purchase or license, either from us or our third party supplier, such updated software. There is no limit to our ability to modify, update, or revise the required software. We currently have approved and required third party vendors for the Software System which are identified in the Operations Manual. We are not a current suppliers; however, we reserve the right in the future to designate additional approved vendors, including but not limited to us or our affiliates. We are not affiliated with any of the software licensors, and we do not currently generate any revenues, incentives, or kick-backs from these required purchases.

Construction Consultant. You may, at your discretion, hire a construction consultant in connection with the construction process of your Facial Bar. We do not have any required constructions consultants, but we must approve the consultant you hire. This consultant will help you through the construction process and help keep the various contractors on schedule.

Other Inventory, Materials, and Supplies. You must purchase and maintain certain inventory, materials, and supplies necessary for operating your Facial Bar in accordance with our standards and specifications. These required items of inventory, materials, and supplies are specified in our Operations Manual, but include, without limitation retail products, back bar products, facial tools & supplies (gloves, cotton pads, brushes, spatulas, wax sticks and strips,

tweezers, scissors), towels, blankets, cleaning products, office supplies, and beverages. After your initial purchase of inventory, materials, and supplies, you must maintain appropriate levels of such inventory, materials, and supplies as required by your Facial Bar volume of business. From time to time, we may modify and update the required inventory, materials, and supplies, and you shall be required to purchase and use and offer for sale such updated inventory, materials, and supplies. There is no limit to our ability to modify, update, or revise the required inventory, materials, and supplies. You are required to purchase certain items, specified in our Operations Manual, from only our approved vendors, however currently there are no approved suppliers for such items. A list of all approved vendors is provided in the Operations Manual, as well as a list of recommended vendors. We may designate alternative approved vendors in the future, including but not limited to us or our affiliates. The items for which we have not specified approved vendors may be purchased from our recommended vendors or any other vendor. However, we reserve the right in the future to designate approved vendors, including but not limited to our affiliates, for any of these items. We are not affiliated with the approved or recommended vendors and we do not currently generate any revenues, incentives, or kick-backs from these required purchases.

* * *

Other than the products and services described above, you are not required to purchase or lease goods, services, supplies, fixtures, inventory, or real estate related to the establishment or operation of your Facial Bar from us or other specifically designated suppliers.

The purchases described above will constitute approximately 85% to 95% of your required initial purchases and approximately 85% to 95% of your ongoing required purchases in operating a Facial Bar. We may generate revenue from all purchases of products, services, and software sold by us to you (currently, none).

We do not provide material benefits to franchisees based on their use of approved suppliers. However, in determining whether to renew your franchise rights or to grant you additional franchises, among the factors we may consider is your compliance with our purchasing requirements. If you do not comply with these purchasing requirements, you will be in default for which we may terminate your Franchise Agreement.

We continually review and evaluate vendors and suppliers for this purpose. We approve those who are able to meet our standards and specifications, who possess adequate quality controls, and who have the capacity to supply our needs and the needs of our franchisees promptly and reliably. Our general criteria for supplier approval is not available to our franchisees.

If you desire to purchase any items from an unapproved supplier, you must notify us in writing and secure our prior consent. The proposed supplier or you must pay, in advance, a fee equal to the greater of $350 for any evaluation, testing, and inspections we undertake. Nothing requires us to approve any supplier; however, we will not unreasonably withhold our approval. You will be notified in writing, within 30 days of the approval, disapproval, or revocation of approval of suppliers. We may deny approval for any reason, including our determination to limit the number of approved suppliers. Our determination regarding approval or disapproval is final. We reserve the right to limit the number of approved suppliers for purposes of efficiency and effective buying power.

No officer of OFB owns an interest in any required third-party supplier of products or services.

REVENUE & REBATES FROM FRANCHISEE PURCHASES

We may derive revenue or material consideration on items that you buy from us or our affiliates (currently none), and we (and our affiliates) also may receive payments, like promotional allowances, volume discounts and other payments, from suppliers on account of their dealings with you and other franchisees.

In the 2024 fiscal year, we had total revenue of $386,655.38, of which amount $0.00, or 0.0%, was derived from franchisee purchases or leases of products or services from us. We calculated these figured using our audited financial statements.

We currently receive rebates from certain suppliers of facial equipment and inventory and supplies. In the 2024 fiscal year, we received a total of $1,000 or .002% of our total revenue from such kickbacks. Such rebates and kickbacks were used by us to implement a software management tool to assist us and franchisees in the organization and management of the Operations Manual. Other than as stated herein, neither we, nor any of our affiliates, receive any benefits, rebates, or discounts from our approved third-party suppliers in connection with purchases you are required to make with them. We may negotiate purchase arrangements with third-party suppliers for your benefit, but we are not obligated to do so. There are no purchasing or distribution cooperatives.

PRICING AND FEES, GIFT CARDS, PROMOTIONS

Our standards and specifications may impose minimum requirements for hours of operation; services; prices; staff qualifications, screening, and performance; and reputation, quality, design, and appearance of the Facial Bar. Our Operations Manual or other communications will identify our standards and specifications. Currently, you are permitted to set the pricing for all services provided in your Facial Bar above any established minimum.

We also have the right to approve any advertising, promotional, and marketing materials for your Facial Bars and all agents or agencies that provide advertising, promotion or marketing services. You must participate in promotional and advertising programs that we establish. You are required to participate in our gift card program and honor and use our gift cards, transaction processors and related services from our designated gift card vendor. The Oasis Face Bar gift card program is an electronic cash card available for purchase and redemption at Facial Bars for services and/or products. You must use our designated card vendor and transaction processor vendor and pay any fees directly to such vendors associated with such services.

INSURANCE

The insurance you obtain for the Facial Bar must conform to our minimum standards for coverage and amount which are set forth in the Franchise Agreement. The carrier or carriers of all insurance must maintain an A. M. Best's rating of "A+" or maintain the highest available rating with another rating service similarly recognized in the industry. You must require that all insurance policies show Oasis Face Bar Franchising, LLC as a loss payee as well as an additional insured.

The cost of this coverage will vary depending upon the insurance carriers, the terms of payment and your history.

DEVELOPMENT RIGHTS AGREEMENT

To propose a site for a Facial Bar, you will send us a complete site report and other materials demonstrating your (or your affiliate's) financial and operational ability to develop the site. Except as described in this paragraph, the Development Rights Agreement does not require you to buy or lease from us or designated or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items related to establishing or operating your business under the Development Rights Agreement. However, the Franchise Agreement's requirements apply for each Facial Bar you develop.

* * *

We have not established and do not participate in any purchasing or distribution cooperatives, and no purchasing and distribution cooperatives have been approved. No franchise advisory council has been created at this time.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Item(s) in Disclosure Document
a.	Approved Location and Protected Territory selection	Franchise Agreement, Sections 1B, 2A, 2B, Exhibit A or Alternative Exhibit A; Development Rights Agreement Section 3, 6	Item 12
b.	Pre-opening purchases/leases	Franchise Agreement, Sections 8A, 8B, 8F, 8G, 8H, 8J	Items 6, 7, 8, and 11
c.	Site development and other pre-opening requirements	Franchise Agreement, Sections 2, 4A, 8A, 8B, 9A; Development Rights Agreement Section 6	Items 6, 7, 8, and 11
d.	Initial and on-going training	Franchise Agreement, Section 4	Items 11

Obligation		Section in Agreement	Item(s) in Disclosure Document
e.	Opening	Franchise Agreement, Sections 8B, 9A	Item 7
f.	Fees	Franchise Agreement, Sections 3, 8J, 9, 11B, 12E(2), 15D, 16C; Development Rights Agreement Section 4	Items 5, 6, 7, and 8
g.	Compliance with standards and policies/Operations Manual (Operating Systems)	Franchise Agreement, Sections 4B, 8	Items 8, 11, 15, and 16
h.	Trademarks and proprietary information	Franchise Agreement, Sections 5, 6; Development Rights Agreement Section 9	Items 13 and 14
i.	Restrictions on products/services offered	Franchise Agreement, Section 8	Items 8, 11, and 16
j.	Warranty and customer service requirements	Franchise Agreement, Section 8	Item 11
k.	Territorial development and sales quotas	Franchise Agreement Section 13.B(r); Development Rights Agreement Sections 3, 5, 8	Item 12
l.	Ongoing product/service purchases	Franchise Agreement, Section 8	Items 6, 8, and 16
m.	Maintenance, appearance, and remodeling requirements	Franchise Agreement, Section 8	Not Applicable
n.	Insurance	Franchise Agreement, Section 8J	Items 7 and 8
o.	Advertising	Franchise Agreement, Section 9	Items 6, 7, and 11
p.	Indemnification	Franchise Agreement, Section 15D; Development Rights Agreement Section 12	Item 6
q.	Owner's participation/ management/ Staffing	Franchise Agreement, Sections 1C, 4A, 8E	Items 11 and 15

Obligation		Section in Agreement	Item(s) in Disclosure Document
r.	Records and reports	Franchise Agreement, Section 10	Not Applicable
s.	Inspections and audits	Franchise Agreement, Section 11	Item 11
t.	Transfer	Franchise Agreement, Section 12; Development Rights Agreement Section 11	Item 17
u.	Renewal	Franchise Agreement, Section 1B; Development Rights Agreement Section 2	Item 17
v.	Post-termination obligations	Franchise Agreement, Sections 14	Not Applicable
w.	Non-competition covenants	Franchise Agreement, Sections 7, 12C(3), (10), 14D; Development Rights Section 12	Item 17
x.	Dispute resolution	Franchise Agreement Sections 16F, 16G,16H, 16I; Development Rights Agreement Section 12	Item 17
y.	Other: Prices and Fees	Franchise Agreement, Section 8J, 8K	Not Applicable
z.	Other: Payments to third parties	Franchise Agreement, Sections 2C, 2E, 8C, 9, 10	Item 6, 7, 8
aa.	Other: Guarantee of the franchisee obligations	Franchise Agreement, Section 1C, Exhibit D	Item 17

ITEM 10.
FINANCING

In the past, we have offered financing plans to our franchisees. We do not currently offer financing plans for the payment of your Initial Franchise Fee.

ITEM 11.
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, OFB is not required to provide you with any assistance.

OUR OBLIGATIONS BEFORE OPENING

Before opening your Facial Bar and in consideration of the payment of your Initial Franchise Fee (except where an additional fee is noted), we will provide the following assistance:

1. Assist you in the proper use of the Marks and other indicia of our System for your use. We will act to maintain all registrations and engage in all activities to maintain the licensed Marks that we, in our sole discretion, deem necessary and appropriate. (Franchise Agreement, Section 5) (See Item 14 of this Disclosure Document)

2. Assist you in identifying potential locations within your Development Area that meet our general standards, size, layout and other physical characteristics, as well as rental and lease terms. Our assistance may also include, in part, demographic studies, competitive analyses, review of licensing and zoning requirements, general compliance with state and local regulations, and travel expenses, including food, transportation and lodging. You must advise us in writing of the proposed site of your Facial Bar. We must approve the final location that you select for your Facial Bar, which will not be unreasonably withheld. (Franchise Agreement, Section 2) (See Items 5 and 6 of this Disclosure Document)

3. Consent to your proposed lease for the site of the Facial Bar (if applicable) that meets our requirements, which must include our right to cure your default thereunder; however, we do not engage in negotiating the lease for you nor do we opine or provide any feedback as to other terms of the lease. We require you to sign, and obtain the landlord's consent to, the Collateral Assignment of Lease attached to the Franchise Agreement under which you will collaterally assign the lease to us as security for your timely performance of all Franchise Agreement obligations. (Franchise Agreement, Section 2.B)

4. Give you mandatory and suggested specifications, layouts, and design for the Facial Bar, as set forth in our "Style Guide," which may be amended from time to time in our sole discretion. While you will be responsible for coordinating with all third-party service providers, we will provide guidance regarding dimensions, design, image, interior layout, décor, specifications and color scheme in accordance with our standards and specifications in our "Style Guide." You must comply with our "Style Guide." You are responsible for ensuring that all such design plans conform to our standards and specifications in our "Style Guide." We must approve in advance all architectural, design, and floor plans and will provide guidance regarding selection and placement of furniture, fixtures, and equipment. It is your responsibility to prepare all required construction and renovation plans and specifications and to construct, renovate, and decorate the Facial Bar's premises. We reserve the right to conduct on-site inspections during the construction of your Facial Bar, as we deem appropriate, to ensure the construction of the site meets our brand standards. You are solely responsible for complying with all laws concerning the Facial Bar's construction, design, and operation, including the Americans with Disabilities Act and other laws

regarding public accommodations for persons with disabilities. You are responsible for fixing any noncompliance or alleged noncompliance with any of these laws. (Franchise Agreement, Sections 8.B and 15.D)

5. Provide you access to one copy of the confidential and proprietary Operations Manual, the current table of contents of which is provided in Exhibit D attached hereto. (Franchise Agreement, Section 4.B)

6. Advise you on best practices for advertising and marketing to assist in your initial marketing efforts for your grand opening marketing campaign. The grand opening marketing campaign will cover the time periods of 2 months prior to the opening of your Facial Bar and for a period of 2 months thereafter. You must contemplate spending the amount we specify (at least $10,000). (Franchise Agreement, Section 9) (See Item 7 of this Disclosure Document)

7. Provide one of our employees to travel to the location of your Facial Bar prior to its grand opening and stay to assist with the grand opening for a period of three (3) days, which will be at least two (2) days prior to the grand opening and the day of the opening. While on-site and in preparation of the grand opening, we will provide assistance with preparing and setting up the Facial Bar and provide any on-site consulting and training for you (but not your employees) that you need. (Franchise Agreement, Section 4.C)

8. Provide training for your Operating Partner and the estheticians hired at the time of opening (see Item 5 of this Disclosure Document), in the operation of a Facial Bar to ensure consistency of the brand across different franchised locations. (Franchise Agreement, Section 4.A)

9. As discussed in Item 8 of this Disclosure Document, identify the operating assets, materials, supplies, and services for your development and operation of the Facial Bar, minimum standards and specifications, and the designated and approved suppliers for these items (which might be limited to or include us and/or our affiliates). We currently provide some items directly and provide names of approved suppliers for some items. Our Operations Manual provides specifications for some items. (Franchise Agreement, Section 8)

10. If you sign the Development Rights Agreement, determine the Development Schedule and Development Territory. We also will review sites and the operational and financial qualifications of any Affiliated Entities (as defined herein) you propose and typically will notify you of our acceptance within forty (45) days after receiving the complete site report and other materials we request. We describe our site review and acceptance procedures earlier in this Item.

11. If you sign the Development Rights Agreement, grant you (or your approved Affiliated Entities) franchises to operate Oasis Facial Bars at accepted sites in the Development Territory provided you are in compliance with the Development Rights Agreement and each Franchise Agreement between you (or your approved Affiliated Entity) and us. You or the approved Affiliated Entity must sign our then current form of franchise agreement and related documents for each Oasis Facial Bar developed according to the Development Schedule (the "Updated Franchise Documents"), the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document.

TIME BEFORE OPENING YOUR FACIAL BAR

You must begin operation of your Facial Bar within 1 year after you execute your Franchise Agreement. Factors affecting the length of time generally include selection and lease or purchase of the location for the Facial Bar, obtaining the necessary financing arrangements, obtaining necessary building and zoning permits and operating licenses, training, staffing, and the time needed by you to conclude your current business or occupation, if any.

If you are opening the Facial Bar pursuant to a previously-signed Development Rights Agreement, then the opening date must be the earlier of (i) one (1) year after you sign the Franchise Agreement and (ii) the required opening date for the next Facial Bar to be developed under that Development Rights Agreement. You will begin looking for sites and otherwise operating under the Development Rights Agreement as soon as you sign it.

OBLIGATIONS AFTER OPENING

During the operation of your Facial Bar, we may provide the following assistance:

1. Continuation of the obligations and assistance referred to in paragraphs 1 through 8 above, including advising you regarding the Facial Bar's operation based on your reports or our inspections.

2. Let you use our confidential information. (Franchise Agreement, Section 6) (See Item 14 of this Disclosure Document)

3. Advisory services relating to operational issues and provide assistance as we deem appropriate in our sole discretion. (Franchise Agreement, Section 4.D)

4. Maintain and administer the Brand Fund in order to support the general promotion of our Marks and our System, including creative design costs and branding costs, advertising, and administering advertising campaigns. (Franchise Agreement, Section 9.B)

5. Maintain and administer one or more websites, social media accounts, and other online presences for all OFB Facial Bars providing (i) national promotion and social media advertising and marketing for the OFB name and brand, and (ii) recognition of, and links to, your specific Facial Bar (each a "System Website"). (Franchise Agreement, Section 9.E)

6. Annual visit to help and observe during the first year of operations. (Franchise Agreement, Section 4.E)

MARKETING & ADVERTISING BY YOU

We consider advertising and promotion critical to the success of all Facial Bars. It is for this reason that we require you to spend a minimum amount of 1.5% of Gross Sales during each month of your franchise term on local marketing & advertising for your Facial Bar ("Local Marketing Minimum"). All Facial Bars, even those owned by us or our affiliates, are required to spend the Local Marketing Minimum. You must initiate local grass-roots advertising campaigns which may include, but is not limited to mailing out flyers, placing advertisements in local

newspapers and magazines, community involvement and activities, and running ads and press releases in other forms of local media. The cost of these items are payable as incurred and are paid directly to third-party vendors. You are required to keep accurate books and records on the amounts spent on direct local advertising, and we may request documentation of the expenditure of such amounts.

You must participate in any other promotional and advertising programs that we establish. We implement promotions such as discount coupons, certificates, frequent customer cards, special offering promotions, gift cards and other activities intended to enhance customer awareness of the System and build traffic at Oasis Facial Bars on a national, regional or local level. We may establish procedures and regulations related to these promotions in the Operations Manual and you must honor and participate in these programs in accordance with such procedures and regulations specified by Franchisor in the Operations Manual or otherwise in writing.

We must approve all marketing materials before use to ensure proper usage of the Marks. You may not use any advertising, promotional, or marketing material that we have not previously approved or have disapproved, except that you may use proposed advertising materials that otherwise comply with the Franchise Agreement if we do not respond within 15 days after we receive your proposed materials. If we later determine that your marketing materials do not satisfy our then-current advertising and promotional standards, you must immediately cease using those materials upon written notice from us. No advertising or promotion may be conducted by you over the Internet, social media, or through other forms of electronic or digital media, whether within or outside your Territory, without our express prior written consent, which we can withhold for any or no reason.

You must participate in all gift certificate, gift card, loyalty, and rewards programs sponsored at any time by us. There are currently no expected costs to you associated with the gift card program other than your responsibility to pay swipe fees on any gift cards purchased with credit cards, costs of the gift cards, periodic promotions to encourage gift card sales, and your obligation to give away product based on rewards your customers acquire and redeem.

BRAND FUND

Each month you will pay to us 2% of Gross Sales during the previous month, as set forth in Item 6, which will be contributed to the Brand Fund (as defined in Item 6). We reserve the right to increase the amount of the Brand Fund Fee. We maintain records for all of the Brand Fund Fees we receive. We may use the Brand Fund Fees for the general promotion of our Marks and our System, including creative design costs and branding costs, advertising, and administering advertising campaigns. We may use Brand Fund Fees to conduct advertising, marketing, promotional, and public relations campaigns and covering our expenses for the same, including, but not limited to, the cost of preparing and conducting print, point of purchase, radio, television, internet, social media, electronic and billboard advertising, and employing advertising agencies. The Brand Fund Fees may be used for national advertising campaigns and specific regional efforts. Additionally, the Brand Fund Fees may be used to develop advertising and promotional materials for use in your local market and each other franchisee's local market; however, we are not required to spend any portion or specific dollar amount in any one location or particular franchisee market. For each of our company-owned Facial Bars, we will make contributions in the amount of the

Brand Fund Fee applicable to each on the same basis as the contributions required of franchisees. Currently, we anticipate that the Brand Fund Fees will be used to pay for creative design costs to produce marketing materials and templates, purchase media, public relations, and for other marketing efforts. In the future, we may develop an in-house advertising staff to assist in advertising which may be compensated through the Brand Fund Fees. We also contract with various outside advertising agencies and third-party vendors to produce certain advertising production and promotional materials and to create and implement public relations campaigns. We, in our sole discretion, will determine the use of the Brand Fund Fees. We are reimbursed for reasonable administrative costs and overhead incurred in administering the Brand Fund Fees. No portion of the Brand Fund Fees will be used to solicit new franchisees.

The Brand Fund Fees that we collect are not trust funds and will not be held in a trust or escrow account, and we have no fiduciary obligations regarding the Brand Fund Fees and we do not audit the accounting of the Brand Fund Fees. We cannot ensure that you or any one individual franchisee will benefit directly or on a pro rata basis from the placement of any advertising in its local market purchased with these Brand Fund Fees. We may spend in any fiscal year an amount greater or less than the aggregate contributions of Facial Bars for the Brand Fund Fees in that year. Any funds not used within a calendar year in which they accrue will automatically roll over into the following calendar year's fund. You may obtain a written accounting of advertising expenditures by contacting the president of OFB. In 2024, we collected a total amount of $ $386,655.38 Brand Funds Fees.

During the fiscal year ending December 31, 2024, the Brand Fund spent its assets as follows:

Marketing Technical Support (Web & App)	38.65%
Marketing Design and Collateral	42.67%
E-mail Marketing	18.68%

We do not have an advertising council composed of franchisees that advise us on advertising policies. We reserve the right in the future to create an advisory council of franchisees to advise up on advertising policies.

ADVERTISING COOPERATIVE

We may designate a geographic area in which 2 or more Facial Bars are located as an area for an Advertising Cooperative. We do not currently have any Advertising Cooperative. The Advertising Cooperative's members in any area are the owners of all of the Facial Bars operating in the area, including us and our affiliates, if applicable. We will determine how any Advertising Cooperative is organized and governed, but the Cooperative's members are responsible for its administration. The Advertising Cooperative's members determine contribution levels, subject to our approval. However, your Cooperative contribution will not be less than 1% of Net Sales. All material decisions of the Advertising Cooperative, including contribution levels (which also require our approval), will require the affirmative vote of at least 51% of all Facial Bars operating within the Cooperative's area (including, if applicable, those that we and our affiliates operate), with each Facial Bar receiving one vote. Advertising Cooperative members do not always

contribute at the same rate. Advertising Cooperatives currently operate from written governing documents and prepare periodic financial statements which are available to the members. We may form, change, dissolve, or merge Advertising Cooperatives.

SYSTEM WEBSITE

We have established a System Website. We may periodically require you to give us information and materials for the System Website. We will own all intellectual property and other rights relating to the System Website, including the domain name, account name, log of "hits" and any data that visitors and families supply. We may, at our option, discontinue the System Website. We will control, and may use Brand Fund contributions to develop, maintain, operate, update, and market, the System Website.

We will own and operate the main social media accounts, and their respective domains, for all Facial Bars in the system, including but not limited to Facebook, Twitter, Instagram, Snapchat and TikTok, etc. However, you may be permitted to operate a Facebook account for your local Facial Bar if we so approve, which such approval may be withheld in our sole discretion. The operation of such account must be pursuant to our standards, specifications and requirements set forth in the Operations Manual and any social media policy. We have the right, in our sole discretion, to require you to take down any content on your Facebook account for your local Facial Bar or delete your Facebook account for your local Facial bar. You must discontinue the use of any such Facebook account for your local Facial Bar upon the termination or expiration of your Franchise Agreement. You may not develop, maintain or authorize any other website, other online or social media presence or other electronic medium that mentions or describes you or your business or that displays the Marks unless you have obtained our prior written consent. You may not conduct commerce or directly or indirectly offer or sell products or services using any website, another electronic means or medium, or otherwise over the Internet. However, we may maintain websites other than the System Website and offer and sell products under the Marks from the System Website, another website, or otherwise over the Internet.

COMPUTER SYSTEMS

You are required to own and operate a computer system to operate the Facial Bar. The computer system is an integrated package of hardware and other equipment, and operating software. Since costs vary widely from market to market, we are unable to estimate the current annual cost of support, upgrades, or updates for the hardware.

We may periodically require you to change, upgrade or update the computer system's components (including software). No contract limits the frequency or cost of changes, upgrades, or updates. We may charge additional fees for your use of other computer system maintenance and support services that we or our affiliates periodically provide to you. We also may charge you for your Facial Bar's share of fees and charges which software or other vendors periodically impose relating to the Computer System.

The computer system must be either an Apple or PC desktop computer or laptop, sufficient hard drive space, and a minimum of a 1.8 GHz processor. The computer must have internet access, and you are required to maintain, at all time, internet connectivity. As discussed in Items 7 and 8

of this Disclosure Document, you must also purchase a smartphone, printer, and point-of-sale system. At your discretion and cost, you may purchase a landline.

You need not buy or use any computer system to operate under the Development Rights Agreement, however, each Oasis Facial Bar you develop thereunder must comply with the foregoing computer system requirements.

CONFIDENTIAL OPERATING SYSTEM

We provide you with confidential Operating Standards (as defined in the Franchise Agreement). The Operating Standards contain mandatory and suggested specifications, standards, operating procedures, and rules required by us periodically for use in the operation of your Facial Bar. We have the right to modify these Operating Standards periodically and to supplement it with periodic bulletins. The Operating Standards, as set forth in the Operations Manual, are confidential and the proprietary property of OFB and are simply loaned to you. You must return all information relating to these Operating Standards to us upon the expiration or termination of your Franchise Agreement for any reason and must treat it confidentially.

TRAINING PROGRAM

Initial Training. We provide an initial training program for all franchisees. If you are establishing a new Facial Bar, we provide training for you at your franchised location. There are two components to the Initial Training Program (collectively, the "Initial Training Program"): (i) a training program for the Operating Partner (the "Operations Training"), and (ii) a training program for the estheticians hired at the time of opening your Facial Bar (the "Esthetician Training"). The Operations Training program includes approximately 42 hours of classroom instruction over a 5-business day period. The Esthetician Training program includes approximately 36 hours of classroom instruction over a 4-business day period. The Operations Training component of the Initial Training Program is available for your Operating Partner and the Esthetician Training component of the Initial Training Program is available for the employee designated as estheticians. Our costs and expenses of traveling for any component of the Initial Training Program are covered in the Initial Training Fee. You are responsible for any wages for your Operating Partner, estheticians and any other personnel while attending the Initial Training Program.

After the completion of the Initial Training Program, we will award you with a training completion certificate. If we, in our sole discretion, determine that a longer period of on-the-job training is required for either the Operating Partner or the estheticians, we may so direct you. Additionally, we reserve the right to require your Operating Partner or estheticians to repeat any training session or attend specific training sessions related to instruction, business, or salon management.

The required Operations Training of the Initial Training Program must be completed no less than 60 days prior to the opening of your Facial Bar and the Esthetician Training must be completed no less than 21 days prior to the opening of your Facial Bar. Our Initial Training Program is supervised and is currently conducted by Molly Lyons (identified in Item 2 of this Disclosure Document who has 11 years of experience in the industry). You may also get paired

with another owner of a Facial Bar as a mentor. This mentor will be able to help answer questions you may have before, during, and after the Initial Training Program.

Currently, the OFB Initial Training Program is as follows:

INITIAL TRAINING PROGRAM

Upon execution of the Franchise Agreement, you will be provided with a welcome packet welcoming you into Oasis Face Bar and a copy of the Operations Manual, and we will provide the following initial training described below for the Operating Partner.

Operations Training

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Training Location
Initial Business Operations: Human Resources, Team Planning, Accounting Systems, and Branding & Image	8	0	Your franchise location or, online webinar
Operations: Daily duties, Online Booking for services, Point of Sale System, Front Desk Operations, Gift Cards, Membership Enrollment	4	4	Your franchise location or, online webinar
Marketing & Advertising: Grand Opening Planning, Public Relations Game Plan, Social Media Content and Management, Community Outreach and Collaborations, Events	6	0	Your franchise location or, online webinar
Products: Back Bar product knowledge, Retail Product Knowledge, Recommendations, Best Sellers, Ingredients	6	0	Your franchise location or, online webinar
Purchasing and Inventory: Inventory Control, Vendor Relations, Cutting Costs, Ordering Timeline, Budgeting	6	0	Your franchise location or, online webinar
Facials: Protocols, Contraindications, Add-on's, Ingredients, Troubleshooting	0	6	Your franchise location or, online webinar
General: Q&A Session and general topics	2	0	Your franchise location or, online webinar
Total	**32**	**10**	

Esthetician Training

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Training Location
Operations: Daily Duties (opening and close) checking clients in and out, answering phone, maintaining a proper Flow	3	0	Your franchise location or, online webinar

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Training Location
Product Knowledge: Ingredient List, Contraindications, Allergies, Best Sellers, Product Recommendations, Service Recommendations	3	0	Your franchise location or, online webinar
Troubleshooting: Problem Clients, Product Reactions etc.	2	0	Your franchise location or, online webinar
Memberships & Specials: Membership Enrollment Talking points, Monthly Specials	1	0	Your franchise location or, online webinar
Facials: Protocols, Contraindications, Add-on's, Ingredients, Troubleshooting	6	0	Your franchise location or, online webinar
Facial Boot Camp: Working with 15 – 20 clients over 2 days to learn and practice protocol	0	16	Your franchise location or, online webinar
Training Others: The Oasis Way of doing business and facials	3	0	Your franchise location or, online webinar
Total	**21**	**16**	

Successful operation of an OFB Facial Bar requires satisfactorily attending and completing all phases of the Initial Training Program.

Development Rights Agreement. Currently there is no training required under the Development Rights Agreement. If you sign the Development Rights Agreement, you and your Operating Partner are not required to complete the training required under the Franchise Agreement before your first Oasis Facial Bar opens to the public, but you may request such training. In the event you request training for any Facial Bar which you develop under the Development Rights Agreement, all applicable fees for Initial Training under the then-current Franchise Agreement shall apply.

Re-training. If you change or replace your Operating Partner (as defined in Item 15 of this Disclosure Document), the new Operating Partner is required to go through the Operations Training component of the Initial Training Program immediately upon their hire and before they begin serving in their capacity as Operating Partner. The Re-training Fee covers our costs for conducting the Initial Training Program again ("Re-training"). You will be charged $750 per person attending any re-training. You will also be responsible for paying for any wages for your Operating Partner and other personnel while attending the training.

Additional Ongoing Training. We may provide various periodic training programs for you and your personnel, which may include seminars or webinars to discuss services, provider activities, advertising and marketing, and procedures to improve and develop the franchised business. In the event that such additional training programs are held, you will be required to attend and will be notified of the fee charged by us (if any) for attending such event, provided that this fee will never exceed $1,500 per additional training program. Such additional training programs

may be conducted at our headquarters in Columbus, Ohio, or via electronic communication. Additionally, you will also be responsible for paying for any costs and expenses of traveling to the training and any wages for any of your attendees.

ITEM 12.
TERRITORY

FRANCHISE AGREEMENT

Approved Location or Development Area. You may operate the Facial Bar only at the specific location as agreed by you and us ("Approved Location"). Such Approved Location will be set forth in Exhibit A to the Franchise Agreement. Alternatively, if you do not have a location selected for your Facial Bar at the time of execution of the Franchise Agreement, we will instead assign to you a set geographical area, as set forth in Alternative Exhibit A to the Franchise Agreement, within which the location of your Facial Bar must be established ("Development Area"). See below regarding the designation of the Development Area and selection of the Approved Location therein. You may not operate the Facial Bar at any location other than, nor offer goods or services outside of, the Approved Location. You are responsible for securing the rights to the premises for your Facial Bar at the Approved Location, whether by lease or purchase.

Designation of Development Area; Selection of Approved Location. If you do not have a location selected for your Facial Bar at the time of execution of the Franchise Agreement, we will instead assign to you a set geographical area, as set forth in Alternative Exhibit A to the Franchise Agreement, within which the location of your Facial Bar must be established ("Development Area"). Within six (6) months of the date of the Franchise Agreement ("Search Period"), you must select and obtain our acceptance of a location for your Facial Bar which will be the Approved Location and secure the rights to the premises for your Facial Bar at the Approved Location, whether by lease or purchase. If you cannot locate a premise within your Development Territory within the Search Period, you will be in default of your Franchise Agreement and we may, in our discretion, terminate your Franchise Agreement.

The Development Area is based upon many factors, including geographical boundaries, political boundaries, population, demographics, and other parameters more fully described in the Operations Manual, and therefore the size of the Development Area will vary amongst franchisees. There is no minimum or maximum size for a Development Area. The Development Area is not an exclusive or protected area for your Facial Bar. Further, you may not be the only franchisee searching for a site within all or part of the Development Area.

You are responsible for finding a location and premises that meets our general standards, including size, layout, and other physical characteristics, as well as rental and lease terms. We will assist you in identifying potential locations, which assistance may include, in part, demographic studies, competitive analyses, review of licensing and zoning requirements, general compliance with state and local regulations,. You must submit a proposed location to us for our approval, and we must give you written notice of such approval before you may sign a definitive agreement to either lease or purchase the premises. Your Approved Location must be in their own single-use location and cannot be placed or located within another business' premises. For the avoidance of

doubt, no location for a Facial Bar will be approved if it is subleasing space inside the operation of an existing business.

Protected Territory. At the time the Approved Location is finalized, we will designate a set geographical territory around the Approved Location within which you will have certain exclusive rights as specified in the Franchise Agreement and as further described in this Item 12 ("Protected Territory"), provided you are in full compliance with the Franchise Agreement and all other agreements between you and us (or any of our affiliates). The Protected Territory is based upon many factors, including geographical boundaries, political boundaries, population, demographics, and other parameters more fully described in the Operations Manual, and therefore the size of the Protected Territory will vary amongst franchisees. There is no minimum or maximum size for a Protected Territory. Note that the Protected Territory and Development Area, if applicable, need not be the same geographical area.

Provided you are in full compliance with this Agreement and all other agreements between you and us (or any of our affiliates), during the term of this Agreement, neither we nor any of our affiliates will operate, or grant a franchise for the operation of, an OFB Facial Bar that operates under the Marks and is physically located within the Protected Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distributions or competitive brands that we control.

The size and area of your Protected Territory remains the same throughout the term of the Franchise Agreement; however, you may lose the rights granted in your Protected Territory if we terminate your Franchise Agreement. Continuation of the protected rights in your Protected Territory, as set forth herein, is not dependent upon the achievement of a certain sales volume, market penetration, or other contingency. Your rights to your Protected Territory may be terminated if you are in default under the Franchise Agreement or any other agreement between you and us (or our affiliates), or if the Franchise Agreement expires or is terminated for any reason. We may engage, and allow others to engage, in any activities that the Franchise Agreement does not expressly prohibit.

While you are in compliance with the Franchise Agreement, we will not engage, or authorize others to engage, in targeted advertising in your Protected Territory unless a particular medium used by you or another franchisee (for example, social media accounts, newspaper, television or radio station) naturally reaches more than one territory (like a radio or TV advertisement). We will not, however, be restricted with respect to placing advertising which is intended to reach a national or regional audience or which is conducted on the internet. You may advertise and market your Facial Bar only within the Protected Territory unless a particular medium used by you or another franchisee (for example, social media, newspaper, television or radio station) naturally reaches more than one territory (like a radio or TV advertisement). You are not restricted from providing services to customers who live outside your Protected Territory.

Relocation. If you desire or need to move the location of your Facial Bar for any reason, you must pay us the Relocation Fee. Such new location must be approved by us and meet the requirements for an Approved Location, as set forth above.

Rights Reserved for us and our Affiliates. We reserve the following rights: (i) to ourselves operate, or to grant other persons the right to operate, Facial Bars at locations outside the Protected Territory; (ii) to sell the products and services authorized for sale and use at Facial Bars (including the Private Label Products), whether under the Marks or under trademarks and service marks other than the Marks, through similar or dissimilar channels of distribution; (iii) to acquire an existing or otherwise establish a salon or spa franchise chain which such individual Facial Bars may be located or operated within and outside the Protected Territory; and (iv) to advertise our System online (or any other existing or future form of electronic commerce and/or social medium) and to create, operate, maintain, and modify, or discontinue the use of a System Website using the Marks.

Protected Area Limitation; Other Activities. We and our affiliates do not currently intend to establish any franchises or company-owned Facial Bars providing similar services under a trade name or trademark other than Marks, although (as described above) we have the right to do so. Similarly, we and our affiliates have not used alternate channels of distribution to sell products or services similar to those to be offered and sold by our franchisees, but (as described above) we have the right to do so. Because we have reserved these rights, we must disclose the following statement: You will not receive an exclusive territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that that we control.

Additional Franchises. The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises. If you want to open additional Facial Bars in another area you will be subject to the standard franchisee approval process and will have to sign a new Franchise Agreement and pay the Initial Franchise Fee for each additional Facial Bar.

DEVELOPMENT RIGHTS AGREEMENT

Approved Development Territory. If you sign the Development Rights Agreement, you (and your Affiliated Entities) will develop a number of Facial Bars within the Development Territory during a specific time period. We and you will identify the Development Territory, number of Facial Bars and time period in an exhibit to the Development Rights Agreement before signing it. We base the Development Territory's size on the number of Facial Bars you agree to develop, the market, other characteristics of the Development Territory, and demographic factors. If you are fully complying with the Development Rights Agreement and each Franchise Agreement between you (or your Affiliated Entities) and us, we will grant you and your approved Affiliated Entities franchises to operate the agreed-upon number of Oasis Facial Bars in the Development Territory. You may not develop Facial Bars outside the Development Territory unless we sign a separate agreement with you to do so.

Development Schedule. We and you will negotiate the Development Schedule describing the number of Oasis Facial Bars that you must develop, and the dates by which you are required to develop them, to keep your territorial rights and insert this information in the Development Rights Agreement before signing it.

Approved Location. Under the Development Rights Agreement, you are required to locate sites for each Facial Bar as you will develop them. We must approve the site location for each Facial Bar to be developed and opened within the Development Territory and we shall apply the same criteria for determining a suitable site location for a single unit Facial Bar under a the then current franchise agreement. You will propose the locations and provide any other materials as we require for us to approve the location in accordance with the then current franchise agreement. Each Facial Bar developed under a franchise agreement will receive a Protected Territory, subject to applicable law.

Protected Development Territory. If you are fully complying with all of your obligations under the Development Rights Agreement, and you and your Affiliated Entities are fully complying with all of your and their obligations under all franchise agreements then in effect with us, then, during the Development Rights Agreement's term only, neither we nor any of our affiliates will operate, or grant a franchise for the operation of, an Oasis Facial Bar that operates under the Marks and is physically located within the Development Territory.

We and our affiliates may engage, and allow others to engage, in any other activities of any nature whatsoever, whether within or outside the Development Territory, subject only to your rights under franchise agreements with us then in effect, including:

(a) establishing and operating, and granting rights to other persons to establish and operate, on any terms and conditions we deem appropriate, Oasis Facial Bars or any similar or dissimilar businesses at any location outside the Development Territory;

(b) all rights relating directly or indirectly to the Marks in connection with any methods of distribution, except as specifically set forth in the Development Rights Agreement. This includes providing, and granting rights to other persons to provide, goods and services similar or dissimilar to, and/or competitive with, those provided at Oasis Facial Bars, whether identified by the Marks or other trademarks or service marks, through mail order, sales over the Internet and other electronic media, mobile applications; and

(c) those rights which we now reserve in the Franchise Agreement, subject only to your rights concerning Oasis Facial Bars described above.

After the Development Rights Agreement expires or is terminated, regardless of the reason, or upon the expiration of the Development Phase (as defined in the Development Rights Agreement) (if sooner), we and our affiliates may engage, and allow others to engage, in any other activities we desire within and outside the Development Territory without any restrictions whatsoever, subject only to your rights under franchise agreements with us then in effect.

Default. Your failure to comply with the Development Schedule within the Development Rights Agreement at the end of any Development Period is a "Development Default." Typically, a "Development Period" is the 12-month period beginning on the date, or the anniversary of the date, upon which you sign the Development Rights Agreement. Following a Development

Default, and whether or not we provide you written notice of that Development Default, you must cure that Development Default by complying with the Schedule within 60 days after the end of the Development Period in which the Development Default occurred. This cure period does not reduce the Development Schedule for the next Development Period nor extend the time for you to comply with the Development Schedule for the next Development Period. In addition, if you commit two (2) Development Defaults in successive Development Periods, or three (3) Development Defaults at any time during the term of this Agreement, then we may (but need not):

(a) terminate the Development Rights Agreement (but not franchise agreements with you or your Affiliated Entities);

(b) extend the time of any Development Period (and extend the time for all future Development Periods) for any period of time that we determine; and/or

(c) reduce the size of the Development Territory to a lesser area that we determine.

Except as described above, continuation of your territorial rights in the Development Territory does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Development Territory or your territorial rights. You have no options, right of first refusal or similar rights for other areas.

ITEM 13.
TRADEMARKS

We will grant you the right to operate a Facial Bar under the name "Oasis Face Bar." For purposes of this Disclosure Document, "Mark," or "Marks," means the trade names, trademarks, service marks, and logos that we specify for use to identify your Facial Bar and the services it will provide. We have the following trademark / service mark registrations at the United States Patent and Trademark Office ("USPTO"). The following charts include the trademark and service mark granted to you for use in connection with your Facial Bar.

The Marks below is registered on the Principal Register of the USPTO in Class 44 for: Beauty salon services.

Mark	Registration No. & Date	Owned By:	Register
OASIS FACE BAR	5,725,538 4/16/2019	Oasis Face Bar Franchising, LLC	Principal

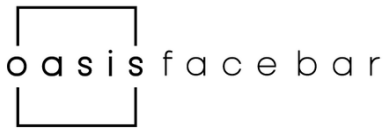
The Mark below is registered on the Principal Register of the USPTO in Class 03 for: Skincare products, namely, cleansers, toners, face oils, moisturizers, beauty serums and sunscreen.

Mark	Registration No. & Date	Owned By:	Register
BETTY & BALDWIN	6,464,510 8/24/2021	Oasis Face Bar Franchising, LLC	Principal

We or our predecessors have made all required affidavit and renewal filings (if any are due) for these registrations.

You agree to follow our rules and Operating Standards when you use the Marks as the Facial Bar's sole identification (subject to the notices of independent ownership we designate).

The following common law marks, which are not registered with the USPTO, are also used by us in connection with the franchise:

Mark	Use
	Used in advertising and social media efforts and trade name purposes.
"buyyourskinadrink"	Used in advertising and social media efforts.

You may not use the Marks as part of any corporate or legal business name; with any prefix, suffix or other modifying words, terms, designs or symbols (except for those we license to you); in selling any unauthorized services or products; as part of any domain name, electronic address, metatag or otherwise in connection with an internet website without our consent; or in any other way we have not expressly authorized in writing.

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

You agree to notify us immediately of any apparent infringement of or challenge to your use of the Marks, or of any person's claim of any rights in the Marks, and you may not communicate with any person other than us and our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action that we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim, or otherwise concerning the Marks. You agree to assist us in protecting and maintaining our interests in the Marks and any litigation or USPTO or other proceeding.

We may require you to modify or discontinue using any or all of the Marks and/or use one or more additional or substitute trademark or service marks. We need not reimburse you for your expenses in complying with these directions (including without limitation, costs to change the Facial Bar's signs or replace supplies and inventory), for any loss of revenue due to any modified or discontinued Marks, or for your expenses of promoting a modified or substitute trademark or service

mark. If we elect to use a principal name other than "Oasis Face Bar" to identify the franchise system, we may select another name and notify you to change all or some items bearing the Marks to the new name within a reasonable period of time as determined by us and you promptly shall adopt that name. You will bear the sole cost and expense of making these changes and we shall have no obligation or liability to you as a result of any changes.

We will reimburse you for all damages and expenses you incur in any trademark infringement proceeding disputing your authorized use of the Marks if you have timely notified us of the proceeding, complied with the Franchise Agreement and Development Rights Agreement, and complied with our directions in responding to the proceeding. Upon termination of the Franchise Agreement and Development Rights Agreement for any reason, you must stop using the Marks in any manner.

The Development Rights Agreement does not grant you rights to use the Marks. These rights arise only under the Franchise Agreement.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We claim common law rights copyright protection for our Operations Manual (which contains our trade secrets), advertising and promotional materials, training materials, and other documents and items used in the development, construction, and operation of an OFB franchise. We may also claim copyright protection in all or a part of the Marks and other portions of the franchise system. We have not registered these copyrights but need not do so at this time. You may use these items while operating your Facial Bar only according to the Franchise Agreement and our Operating Standards. We own exclusively all rights to these copyrighted works. If it becomes advisable at any time in our sole discretion to acquire a patent or copyright, you must use such patent or copyright as we require.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court, and no pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted works. No agreement limits our right to use or allow others to use the copyrighted works. We do not know of either superior prior rights or infringing uses of our copyrights that could materially affect your use of the copyrighted works in any state.

You agree to notify us immediately of any apparent infringement of or challenge to your use of any copyrighted works, or of any person's claim of any rights in any copyrighted works, and you may not communicate with any person other than us and our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation or other proceeding arising from any infringement, challenge, or claim, or otherwise concerning any copyrighted works. You agree to assist us in protecting and maintaining our interests in any copyrighted works and any litigation or other proceeding.

We may require you to modify or discontinue using any copyrighted works and/or use one or more additional or substitute copyrighted works. We need not reimburse you for your expenses

in complying with these directions (including without limitation, costs to change any Facial Bar materials), for any loss of revenue due to any modified or discontinued copyrighted works, or for your expenses of promoting a modified or substitute trademark or service mark.

We need not defend or indemnify you in any copyright infringement proceeding. Upon termination of the Franchise Agreement for any reason, you must stop using the copyrighted works in any manner.

Our Operations Manual and other materials contain our confidential information. This information includes licensure guides, standards, systems, processes, procedures, marketing techniques, knowledge, and experience used in developing and operating OFB Facial Bars, including information in the Operations Manual and Operating Standards; floorplan layouts and required Facial Bar sizes, marketing research and promotional, marketing, and advertising programs; certain operating assets, products, and materials; customer communication and retention programs, along with data used or generated in those programs; graphic designs and related intellectual property; information generated by, or used or developed in, the Facial Bar operation, including customer names, addresses, telephone numbers and related information (such as credit card and personal information) and any other information periodically contained in the computer system; and any other information we designate as confidential or proprietary.

Neither you nor your owners may use any confidential information in any other business or capacity, whether during or after the term of the Franchise Agreement. You and your owners are required to keep all confidential information absolutely confidential during and after the term of the Franchise Agreement, may not use our confidential information in an unauthorized manner, and may not make any unauthorized copies of any confidential information. You agree to take reasonable steps to prevent improper disclosure of our confidential information to others and use confidentiality agreements with those having access. We may regulate the form of agreement that you use and we must be a third-party beneficiary of that agreement with independent enforcement rights. Additionally, all of your employees with access to our confidential information, as well as your owners, directors, and other employees that we designate, must agree to the confidentiality provisions contained in the form of Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement. You are responsible for assuring that before any person leaves your employment, such person returns to you all documents and materials containing our confidential information.

Neither you nor your owners may sell, trade or otherwise profit in any way from our confidential information (including customer names, addresses, telephone numbers and related information) except during the Franchise Agreement's term using methods we approve. You must also maintain a list of the names and addresses of all customers within your Facial Bar. Such list will be our sole and exclusive property and will be part of our confidential information. You are required to maintain the confidentiality of the list and may not disclose the customer list or its contents to any person or entity other than us, except as may be required by law or court order.

Confidential information does not include information, knowledge or know-how that is or becomes generally known in the salon and spa business, that you knew from previous business experience before we provided it to you or before you began our training or operating your Facial Bar, or that you learn or acquire from any source other than us, our agents, or our representatives.

You agree to promptly disclose to us all ideas, concepts, techniques or materials that you or your owners, employees, or contractors create or develop relating to a salon or spa business generally or a Facial Bar specifically. They will be our property and you must sign (and cause your owners, employees, and contractors to sign) the documents we request and otherwise help us obtain intellectual property rights in them. You must assist us in obtaining intellectual property rights in any concept or development if requested. The Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement is currently considered a satisfactory form to address both confidentiality and ownership of all such creations. Likewise, we will disclose to you concepts and developments of other franchises that we make part of our System.

The Development Rights Agreement does not grant you rights to use our copyrighted works or confidential information. These rights arise only under the Franchise Agreement.

ITEM 15.
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

FRANCHISE AGREEMENT

As a matter of our practice, you are required at all times to faithfully, honestly, and diligently perform your contractual obligations, fully exploit your Franchise Agreement rights, and participate personally in, and devote your time and best efforts to, the Facial Bar operation, promotion, and enhancement. In order to operate a Facial Bar, we require that you form a legal entity (i.e., a corporation, limited liability company, or other business entity), and we require that an individual whom we approve ("Operating Partner") directly or indirectly own at least 51% of the ownership interests in you and devote a substantial amount of his or her business time and efforts (at least 30 hours per week) to the operation of, and promote and enhance the business of, the Facial Bar. Each Facial Bar shall also be required to maintain one esthetician as the head trainer for all other estheticians providing services at the Facial Bar (the "Lead Esthetician"). Each of the Operating Partner and Lead Esthetician (if any) are required to complete our training program to our satisfaction (see Item 11 of this Disclosure Document) and enter into a confidentiality agreement (attached hereto as Exhibit E). If you do not have a Lead Esthetician at the time you sign a Franchise Agreement, you must hire one at least thirty (30) prior to opening your Facial Bar.

The Facial Bar must be at all times under the supervision of the Operating Partner.

Our Operating Standards may regulate your business's employee and service provider qualifications for providing certain services and their dress and appearance while representing the Oasis Face Bar brand at the Facial Bar; but you control your employees, agents, and service providers and the terms and conditions of their employment. We may require employees and contractors having access to our confidential information to sign confidentiality agreements. (See Item 14 of this Disclosure Document.)

Each owner (and their spouses, if they are married) of the legal entity that you form will personally guarantee the obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement and

all related documents, including the confidentiality provisions and restrictions on owning interests in or performing services for related businesses. This Guaranty and Assumption of Obligations is part of the Franchise Agreement. Any new owners of the legal entity that you will form must also guarantee the entity's obligations to us and agree to be personally liable for the financial obligations under the Franchise Agreement and to be bound by the applicable terms and conditions.

DEVELOPMENT RIGHTS AGREEMENT

You are required to develop your Development Territory according to the Development Schedule. We require that you (or your Operating Partner) personally supervise your development of Oasis Facial Bars. If you are a corporation, limited liability company, or other business entity, your owners must sign personal guarantees of your obligations under the Development Rights Agreement.

We will grant Oasis Facial Bar franchises under the Development Rights Agreement only to you or your approved Affiliated Entities. "Affiliated Entity" means a corporation, limited liability company or other business entity of which you or one or more of your owners own at least 51% of the total authorized ownership interests, but only if you or those owner(s) have the right to control the entity's management and policies. Franchises that we grant to your Affiliated Entities will count toward your Development Schedule.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Facial Bar solely for the operation of a franchised OFB Facial Bar. You will only offer the services and sell the products that we designate or approve for OFB Facial Bars, which may be periodically changed. You may not offer for sale, sell, or otherwise distribute, at the Facial Bar or at any other location, any unauthorized products or services unless you have obtained our prior written consent. You may not sell any products at wholesale without our prior written consent.

Our Operating Standards may regulate required and authorized services and products. We may periodically change required and/or authorized products, services, curriculum and programs. There are no limits on our right to do so. You must implement any and all new modifications that we develop and must make the necessary and reasonable expenditures to implement any such modifications. We also may periodically establish maximum and/or minimum prices for services that the Facial Bar offers, and if we do, you may not exceed the maximum or charge any lower than the minimum.

You are not restricted in the customers that your Facial Bar may serve, provided, however, you may only offer the designated services and products, or those approved by us.

You must meet and maintain the highest standards. You must comply with all mandatory specifications, standards and operating procedures (as modified periodically) concerning the operations of the Facial Bar as we prescribe in the Operations Manual and Operating Standards. You may not use any outside services at your Facial Bar.

We have the right to enter and/or audit your Facial Bar at any time during hours of operation to inspect the operations and facilities for the purpose of determining compliance with our Operating Standards. We reserve the right to charge a fee of $350 in the event that you offer or provide any unauthorized products or services from your Facial Bar, or use any unauthorized supplier. We will not charge this fee on your first offense. However, beginning on the second offense, we may charge this fee in our sole discretion. If you use unauthorized advertising three or more times during the term of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement for material breach. For the avoidance of doubt, this in addition to other remedies available to us. This may not be enforceable under state law.

See Items 8 and 9 of this Disclosure Document for more specific Information on restrictions covering what products you may sell and services you may provide.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Obligation	Section in Agreement	Summary
a. Length of the franchise term	Section 1.B of Franchise Agreement; Section 2 of Development Rights Agreement	Franchise Agreement's term is 10 years. Development Rights Agreement continues for so long as there are outstanding valid and effective Franchise Documents, but the development rights and obligations terminate upon the expiration of the stated Development Phase.
b. Renewal or extension of the term	Section 1.B of Franchise Agreement	If franchisee has given written notice within 180 days before the end of the term, complied with Franchise Agreement during its term, and continually operated in manner consistent with the Operations Manual, franchisee has the right to renew the Franchise Agreement for one 10-year renewal period.
c. Requirements for franchisee to renew or extend	Section 1.B & Section 3.H of Franchise Agreement	If you qualify, you may renew by signing our then-current form of Franchise Agreement and related documents, and a general release (in substantially the form attached hereto as Exhibit I), and paying the renewal fee.
d. Termination by franchisee	Section 13 A of Franchise Agreement	Franchisee may not terminate agreements (except as law otherwise allows).

Obligation	Section in Agreement	Summary
e. Termination by franchisor without cause	None	We may not terminate agreements without cause.
f. Termination by franchisor with cause	Section 13.B & Section 13.C of Franchise Agreement; Section 8 and 10 of the Development Rights Agreement	We may terminate only if you commit one of several violations.
g. "Cause" defined-curable defaults	Section 13.B of Franchise Agreement; Section 8 and 10 of the Development Rights Agreement	Under Franchise Agreement, franchisee has 10 days to cure monetary defaults; and 45 days to cure operational defaults, attachment of property, appointment of receiver, and other defaults not listed in (h) below. Under Development Rights Agreement you have 60 days to cure single Development Default.
h. "Cause" defined-non-curable defaults	Section 13.B of Franchise Agreement; Section 8 and 10 of the Development Rights Agreement	Non-curable defaults under Franchise Agreement include material misrepresentations or omissions; failure to complete mandatory training satisfactorily; failure to actively operate; unapproved surrender or transfer of control; conviction of a felony; failure to maintain and provide proof of insurance; interference with inspections or observations; dishonest, unethical or illegal conduct; unauthorized transfers of ownership interest; termination of franchise or other agreement with us or our affiliates (other than Development Rights Agreement); loss of a necessary license or permit; unauthorized use or disclosure of the Operations Manual or confidential information; failure to pay taxes or payments to suppliers or lenders; understating Gross Sales; failure to comply with franchise agreement obligations 3 or more times within 12 months; failure to comply with franchise agreement obligations 2 or more times within 6 months; after the first full year of operation, failure to meet or exceed the

Obligation	Section in Agreement	Summary
		minimum Gross Sales amount of $12,000 per month for 3 consecutive months; repeated defaults (even if cured); and bankruptcy-related events. Non-curable defaults under Development Rights Agreement include repeated Development Defaults, defaults under any franchise agreement between us and you (or your Affiliated Entity), and all other defaults under Development Rights Agreement.
i. Franchisee's obligations on termination/ non-renewal	Sections 13.D and Section 14 of Franchise Agreement	Obligations include paying outstanding amounts, including Royalty Fees, Branding Fund Fees, and other amounts owed for remaining unexpired agreement term; transferring databases and directories containing customer information; assigning telephone and other numbers, domain names, and websites; ceasing use of our System, Marks and other OFB intellectual property; complete de-identification; delivering advertising material, signs, and other proprietary items; and returning and stopping use of confidential information (see also (o) and (r) below). If you default on your obligations and we terminate the Franchise Agreement, you must pay to us an amount equal to the average Royalty Fee plus Brand Fund Fee that you owed for the one-year period prior to termination (or, if the Facial Bar was open less than a year, the average of the fees owed for the number of months the Facial Bar has been operating) *multiplied by* the lesser of 4 or the number of years (including partial year) remaining in the initial term of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 12.A of Franchise Agreement; Section 11 of Development Rights Agreement	No restriction on our right to assign; we may assign without your approval.

Obligation	Section in Agreement	Summary
k. "Transfer" by franchisee-defined	Section 12.B of Franchise Agreement; Section 11 of Development Rights Agreement	Includes transfer of interest in Franchise Agreement, the Facial Bar or its assets, or any ownership interest in franchisee; signing a management agreement granting the right to control or determine franchisee's or the Facial Bar's operations or affairs; or any pledge, mortgage, encumbrance, or assignment by operation of law.
l. Franchisor approval of transfer by franchisee	Section 12.C of Franchise Agreement; Section 11 of Development Rights Agreement	No transfer without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 12.C of Franchise Agreement; Section 11 of Development Rights Agreement	Transferee (and each owner) qualifies; you pay us and our affiliates all amounts due, submit all reports, and are otherwise not in violation of any provision; transferee and its owners and related companies are not in a competitive business; transferee completes training; transferee signs our then-current Franchise Agreement and other documents; transferee pays transfer fee; you and transferee sign releases (in substantially the form attached hereto as Exhibit I); we determine that sale terms will not adversely affect the Facial Bar's operation; you subordinate amounts due to you; and you stop using Marks (also see (r) below). We may grant or withhold our approval to transfer under Development Rights Agreement for any or no reason.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.G of Franchise Agreement	We may match any offer for franchise or controlling ownership interest in you.
o. Franchisor's option to purchase franchisee's business	Sections 12.E, 14.E, and 14.F of Franchise Agreement	We may buy your Facial Bar assets or certain equipment at fair market value or at the same the price as a third-party offer after the Franchise Agreement is terminated or expires or if we operate the Facial Bar after your death or disability.

Obligation	Section in Agreement	Summary
p. Dissolution or bankruptcy of franchisee	Section 12.E of Franchise Agreement	Must assign Franchise Agreement and operating assets (or ownership interest in franchisee) to approved party within 12 months and appoint manager within 30 days; we may manage the Facial Bar if there is no qualified manager.
q. Non-competition covenants during the term of the franchise	Section 7 of Franchise Agreement; Section 12 of Development Rights Agreement	No diverting business to, owning interest in, loaning money or other value to, guaranteeing loans to, or performing services for any Competitive Business anywhere. ("Competitive Business" means any individual or entity that is engaged in providing to or in connection with, directly or indirectly, as a licensee, contractor, service provider, owner, or otherwise, any business specializing or providing salon or spa services, or otherwise offers or provides services substantially similar to the services provided by the Facial Bar, other than another Facial Bar operated under a Franchise Agreement with us.)
r. Non-competition covenants after the franchise is terminated or expires	Section 14.D of Franchise Agreement	For a period of 2 years after the term, no owning interest in, or performing services for, any Competitive Business that operates in the Protected Territory or Development Territory, or within 25-mile radius of the Protected Territory or Development Territory, or within a 25-mile radius of any other Facial Bar in operation or under construction. (Same restrictions apply after transfer.)
s. Modification of the agreement	Section 16.K of Franchise Agreement; Section 14 of the Development Rights Agreement	No modifications without a signed writing, but we may unilaterally change the Operations Manual and Operating Standards.
t. Integration/merger clause	Section 16.M of Franchise Agreement; Section 14 of the Development Rights Agreement	Only the terms of Franchise Agreement and Development Rights Agreement and other related written agreements are binding (subject to applicable state law). Any other representations or promises outside of this Franchise Disclosure

Obligation	Section in Agreement	Summary
		Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 16.F and 16.G of Franchise Agreement; Section 12 of the Development Rights Agreement	We and you must mediate the dispute in the county where our headquarters are then located and arbitrate all disputes at a location the arbitrator chooses within 10 miles of our then-existing principal business address.
v. Choice of forum	Section 16.I of Franchise Agreement; Section 12 of the Development Rights Agreement	Litigation must be in Franklin County, Ohio (subject to state law).
w. Choice of law	Section 16.H of Franchise Agreement; Section 12 of the Development Rights Agreement	Except for Federal Arbitration Act and other federal law, Ohio law governs (subject to state law).

ITEM 18.
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise.

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following are Statements of Gross Sales and EBITDA (Earnings Before Interest, Taxes, Depreciation, Amortization).

The Statement of Gross Sales and EBITDA represents reports for Facial Bars in operation as of December 31, 2024 divided into three groups, mature Facial Bars (open over 36 months as of December 31, 2024) ("Mature Facial Bars"), young Facial Bars (open 19 months but less than

35 months as of December 31, 2024) ("Young Facial Bars") and new Facial Bars (open at least 12 months but less than 18 months as of December 31, 2024) ("New Facial Bars"), for the year ended December 31, 2024.

STATEMENT OF GROSS SALES AND EBITDA FOR MATURE FACIAL BARS, YOUNG FACIAL BARS, AND NEW FACIAL BARS IN OPERATION AS OF DECEMBER 31, 2024 FOR THE YEAR ENDED DECEMBER 31, 2024

The following is a report, divided into three groups, Mature Facial Bars, Young Facial Bars, and New Facial Bars, identifying the actual Gross Sales, Cost of Goods Sold, the resulting Gross Profit, other expenses for the business, the resulting Net Operating Income prepared on an accrual basis for the year ended December 31, 2024 for Oasis Facial Bar franchises operating as of December 31, 2024. The financials also include a five percent (5%) Royalty Fee and a Brand Fund Fee at one percent (1%), which were the rates for such fees at the time. Your Royalty Fee and Brand Fund Fee will be higher when you sign a Franchise Agreement. The net results of these items is "EBITDA" which is defined as gross revenue *less* the cost of goods sold and other expenses related to operating the Facial Bar excluding interest, taxes, depreciation, amortization. The following charts further illustrate the amount the Cost of Goods Sold, Other Expenses, Net Operating Income and EBITDA are as a percentage of Gross Sales.

New Facial Bars: Facial Bars open at least 12 months but less than 18 months

	NEW 12 - 18 MONTHS							
	1		2		3		4	
	2024		2024		2024		2024	
GROSS SALES	$391,287	100.00%	$165,352	100.00%	$237,776	100.00%	$257,508	100.00%
COGS	$211,977	54.17%	$76,690	46.38%	$136,092	57.24%	$79,433	30.85%
GROSS PROFIT	**$179,310**	**45.83%**	**$88,662**	**53.62%**	**$101,674**	**42.76%**	**$179,075**	**69.54%**
OTHER EXPENSES	$77,130	19.71%	$47,918	28.98%	$66,058	27.78%	$100,709	39.11%
NET OPERATING INCOME	**$102,180**	**26.11%**	**$40,744**	**24.64%**	**$35,616**	**14.98%**	**$78,366**	**30.43%**
ROYALTIES	$17,480		$7,536		$10,075		$12,156	
BRAND FUND	$3,513		$1,654		$2,378		$2,575	
EBITDA	**$81,887**	**20.93%**	**$31,554**	**19.08%**	**$23,164**	**9.74%**	**$63,635**	**24.71%**

Young Facial Bars: Facial Bars open 19 months but less than 35 months

	1				2			
	2023		2024		2023		2024	
GROSS SALES	$276,288	100.00%	$425,779	100.00%	$313,991	100.00%	$302,011	100.00%
COGS	$112,499	40.72%	$222,678	52.30%	$155,115	49.40%	$171,031	56.63%
GROSS PROFIT	**$163,790**	**59.28%**	**$203,101**	**47.70%**	**$158,876**	**50.60%**	**$130,980**	**43.37%**
OTHER EXPENSES	$146,080	52.87%	$132,199	31.05%	$85,666	27.28%	$56,799	18.81%
NET OPERATING INCOME	**$17,710**	**6.41%**	**$70,902**	**16.65%**	**$73,210**	**23.32%**	**$74,181**	**24.56%**
ROYALTIES	$13,814		$19,857		$15,700		$15,100	
BRAND FUND	$2,763		$4,258		$3,140		$3,020	
EBITDA	**$1,133**	**0.41%**	**$46,787**	**10.99%**	**$54,370**	**17.32%**	**$56,061**	**18.56%**

	3				4			
	2023		2024		2023		2024	
GROSS SALES	$104,873	100.00%	$122,505	100.00%	$187,427	100.00%	$243,878	100.00%
COGS	$50,598	48.25%	$74,952	61.18%	$97,158	51.84%	$130,925	53.68%
GROSS PROFIT	**$54,275**	**51.75%**	**$47,553**	**38.82%**	**$90,269**	**48.16%**	**$112,953**	**46.32%**
OTHER EXPENSES	$32,778	31.25%	$23,041	18.81%	$42,881	22.88%	$49,540	20.31%
NET OPERATING INCOME	**$21,497**	**20.50%**	**$24,512**	**20.01%**	**$47,388**	**25.28%**	**$63,413**	**26.00%**
ROYALTIES	$5,244		$5,542		$9,371		$11,707	
BRAND FUND	$1,038		$1,220		$1,874		$2,439	
EBITDA	**$15,215**	**14.51%**	**$17,750**	**14.49%**	**$36,143**	**19.28%**	**$49,267**	**20.20%**

	5			
	2023		2024	
GROSS SALES	$294,175	100.00%	$360,136	100.00%
COGS	$177,830	60.45%	$189,325	52.57%
GROSS PROFIT	**$116,345**	**39.55%**	**$170,811**	**47.43%**
OTHER EXPENSES	$68,479	23.28%	$74,968	20.82%
NET OPERATING INCOME	**$47,866**	**16.27%**	**$95,843**	**26.61%**
ROYALTIES	$14,708		$16,745	
BRAND FUND	$2,942		$3,601	
EBITDA	**$30,216**	**10.27%**	**$75,497**	**20.96%**

Mature Facial Bars: Facial Bars open over 36 months

	1				2			
	2023		2024		2023		2024	
GROSS SALES	$388,525	100.00%	$433,459	100.00%	$460,800	100.00%	$506,611	100.00%
COGS	$139,546	35.92%	$202,014	46.61%	$227,730	49.42%	$274,507	54.18%
GROSS PROFIT	**$248,979**	**64.08%**	**$231,445**	**53.39%**	**$233,070**	**50.58%**	**$232,104**	**45.82%**
OTHER EXPENSES	$141,487	36.42%	$82,306	18.99%	$121,998	26.48%	$89,015	17.57%
NET OPERATING INCOME	**$107,492**	**27.67%**	**$149,139**	**34.41%**	**$111,071**	**24.10%**	**$143,089**	**28.24%**
ROYALTIES	$19,426		$22,551		$23,040		$25,330	
BRAND FUND	$3,885		$4,335		$4,608		$5,066	
EBITDA	**$84,183**	**21.67%**	**$122,253**	**28.20%**	**$83,423**	**18.10%**	**$112,693**	**22.24%**

Combined Average: Below is an aggregated chart of the seven combined Facial Bars, showing the average and median of the EBITDA of such locations.

	MATURE 36+ MONTHS		YOUNG 19 - 35 MONTHS		NEW 12 - 18 MONTHS	
GROSS SALES	$470,035	100.00%	$290,862	100.00%	$262,981	100.00%
COGS	$238,261	50.69%	$157,782	54.25%	$126,048	47.93%
GROSS PROFIT	**$231,775**	**49.31%**	**$133,080**	**45.75%**	**$137,180**	**52.16%**
OTHER EXPENSES	$85,661	18.22%	$67,309	23.14%	$72,954	27.74%
NET OPERATING INCOME	**$146,114**	**31.09%**	**$65,770**	**22.61%**	**$64,227**	**24.42%**
ROYALTIES	$23,941		$13,790		$11,812	
BRAND FUND	$4,701		$2,908		$2,530	
EBITDA	**$117,473**	**24.99%**	**$49,072**	**16.87%**	**$50,060**	**19.04%**

Notes to Financial Performance Representations "Gross Sales" represents the amount billed by a Facial Bar for all services or products of any nature rendered or sold at or from a Facial Bar. Refer to Item 6 herein and the Franchise Agreement for a complete understanding of what is included in "Gross Sales".

"Cost of Goods Sold" includes costs and expenses incurred by the Facial Bars for wages, commissions, facial supplies, inventory and retail product.

"Gross Profit" is the Gross Sales minus the Cost of Goods Sold.

"Other Expenses" includes costs and expenses incurred by the Facial Bars for operating expenses such as rent, utilities, local advertising and marketing, subscriptions, legal and accounting fees, meals and entertainment, insurance, security, software and internet. Personal expenses and owner compensation have been excluded from Other Expenses and are not calculated in the EBITDA charts.

"Net Operating Income" is Gross Profit minus the Other Expenses.

As of December 31, 2024, there were 16 Facial Bar businesses in operation. Of these 16 Facial Bars, 11 franchised locations had been open and operating for over 12 months as of December 31, 2024.

The figures for franchisee-owned Facial Bars in this Item 19 are based on information reported to us by our franchisees which has been supplemented to remove non-business items and expenses. This data has not been audited, nor have we independently verified the data we received from the franchisees. The order in which the Facial Bars' information appears in the report is random. There are no corporate owned Facial Bars in this data.

We offered substantially the same services to all of the Facial Bars described in this report. The Facial Bars offer substantially the same services to the public.

You are responsible for developing your own business plan for your Facial Bar, including capital budgets, financial statements, projections, and other appropriate factors. You are encouraged to consult with your own accounting, business, and legal advisors in doing so. The business plan should make allowances for economic downturns, periods of inflation and unemployment, and other negative economic variables.

Some Facial Bars have sold and/or earned this amount. Your individual results may differ. There is no assurance that you'll sell and/or earn as much.

Written substantiation of the data used in preparing each Statement will be made available to you upon reasonable request.

Other than the preceding financial performance representations in this Item 19, we do not make any additional representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any additional representations either orally or in writing. If you receive any additional financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Molly Lyons at 7385 State Rte. 3, Unit 490, Westerville, Ohio 43082, 740-272-8502, and franchise@oasisfacebar.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Exhibit F to this Disclosure Document is a list of our outlets as of December 31, 2024 and the addresses and telephone numbers of the owners of such Facial Bars. As of that date, located in the United States, there was 1 company-owned Facial Bars and 12 franchised Facial Bars. Exhibit G is the name, city and state, and current business telephone number of the franchisees who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement, during 2024, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. Exhibit F lists the name of the franchisee who executed a franchise agreement in 2024 but who did not have a Facial Bar open and operating in 2024. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

ITEM 20 – TABLE 1

Systemwide Outlet Summary
For Years 2022, 2023, & 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	3	9	+6
	2023	9	12	+3
	2024	12	14	+2
Company Owned*	2022	3	1	-2
	2023	1	1	0
	2024	1	2	+1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2022	6	10	+4
	2023	10	13	+3
	2024	13	16	+3

* Company Owned locations are owned and operated by our affiliates

ITEM 20 – TABLE 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022, 2023, & 2024

State	Year	Number of Transfers
Ohio	2022	0
	2023	1
	2024	1
Total Outlets	**2022**	**0**
	2023	**1**
	2024	**1**

ITEM 20 – TABLE 3

Status of Franchised Outlets
For Years 2022, 2023, & 2024

State	Year	Outlets at Start of Year	Outlets Opened	Term-inated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arizona	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Florida	2022	0	1	0	0	0	0	1
	2023	1	0	1	0	0	1	0
	2024	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Term-inated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Illinois	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Michigan	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Ohio	2022	2	4	0	0	0	0	6
	2023	6	2	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Tennessee	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Totals	**2022**	**3**	**6**	**0**	**0**	**0**	**0**	**9**
	2023	**9**	**4**	**0**	**0**	**0**	**1**	**12**
	2024	**12**	**2**	**0**	**0**	**0**	**0**	**14**

ITEM 20 – TABLE 4

Status of Company Owned Outlets
For Years 2022, 2023, & 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Arizona	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Illinois	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Florida	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Ohio	2022	2	0	0	0	2	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	**2022**	**3**	**0**	**0**	**0**	**2**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**1**	**0**	**0**	**0**	**2**

ITEM 20 – TABLE 5

Projected Openings
As of December 31, 2024, we project Facial Bars opening during 2025:

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Florida	0	1	1
Illinois	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Missouri	0	1	0
North Carolina	0	1	0
Pennsylvania	0	3	0
Texas	0	2	0
Total	**0**	**9**	**1**

There are no trademark-specific franchisee organizations associated with our System that have been either: (i) created, sponsored, or endorsed by us, or (ii) incorporated or otherwise organized under state law and which have asked us to be included in our disclosure document during the next fiscal year.

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

ITEM 21.
FINANCIAL STATEMENTS

Attached as Exhibit H is our audited financial statements for the fiscal years ending December 31, 2024, December 31, 2023, and December 31, 2022.

Our fiscal year ends December 31.

ITEM 22.
CONTRACTS

Attached to this Disclosure Document are copies of the following agreements related to the offering of our franchise:

Exhibit B Franchise Agreement, including each of the following:
- Guaranty
- Collateral Assignment of Lease
- Form Non-Disclosure and Non-Competition Agreement for employees

Exhibit C Development Rights Agreement
Exhibit E Confidentiality Agreement
Exhibit I Form of Release Agreement
Exhibit J State Specific Riders to Franchise Agreement
Exhibit K Franchisee Acknowledgment Statement (as permitted by state law)

ITEM 23.
RECEIPT

The last two pages of this Franchise Disclosure Document are the acknowledgement of receipt pages. You must sign both pages and return one copy to us. You should retain the other page for your records.

EXHIBIT A

List of State Franchise Administrators; Agents for Service of Process

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

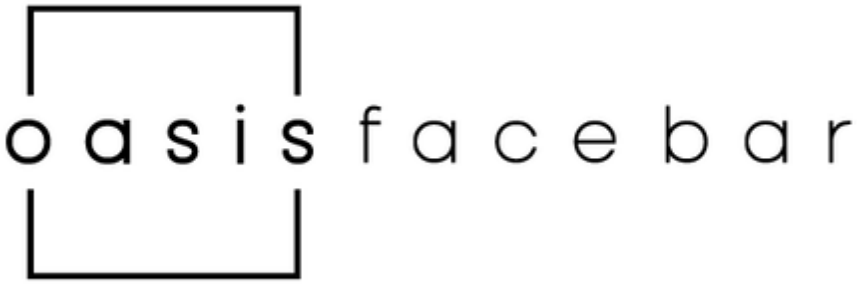
State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll-free (866-275-2677)	Department of Financial Protection and Innovation
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Office of Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 200 West Washington Street, Room 201 Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Bldg. 1st Floor Lansing, MI 48933	Michigan Department of Attorney General Consumer Protection Division

State	State Agency	Agent for Service of Process
	(517) 373-7117	
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651)-539-1638	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State 99 Washington Avenue, 6th Fl Albany, NY 12231
NORTH DAKOTA	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department
RHODE ISLAND	Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex – Bldg. 69-1 Cranston, RI 02920 (401) 462-9500 x5	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	South Dakota Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Director of the South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 East Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Securities Division Department of Financial Institutions P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Division Department of Financial Institutions 150 Israel Rd S.W. Tumwater, WA 98501

State	State Agency	Agent for Service of Process
WISCONSIN	Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-3364	Wisconsin Commissioner of Securities
ALL OTHER STATES	N/A	KBHR Statutory Agent Corp P.O. Box 361715 Columbus, Ohio 43236

EXHIBIT B

Franchise Agreement



Oasis Face Bar Franchising, LLC

FRANCHISE AGREEMENT

Franchisee Name:	
Entity Form:	__ limited liability company __ corporation __ other:_____
State of Formation:	
Date of Agreement:	
Initial Term Expires:	
Opening Date:	
Operating Partner:	

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OASIS FACE BAR
FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made and entered into as of _____, 20___ by and between Oasis Face Bar Franchising, LLC, an Ohio limited liability company ("Oasis Face Bar" or "we" or "us"), and _____, a _____ ("Franchisee" or "you"):

1. BACKGROUND; GRANT OF FRANCHISE; TERM AND RENEWAL

A. BACKGROUND

(1) We and our affiliates have designed and developed a proprietary method of developing and operating express skincare and other spa services in a distinctive setting (such spa a "Facial Bar" and collectively the "Facial Bars"). We own, operate, license, and offer franchises to operate Facial Bars that provide skincare and spa services tailored for the busy day, offering various styles of 30 minute facials targeted to treat different types of skin using an arsenal of non-invasive equipment, all natural products, and cutting edge techniques.

(2) We and our affiliates have developed, and use, promote, and license certain trademarks, service marks, and other commercial symbols in operating Facial Bars including "OASIS FACE BAR" and we may create, use and license other trademarks, service marks, and commercial symbols for use in operating the Facial Bars (collectively, the "Marks").

(3) We offer franchises to own and operate Facial Bars at a single location, offering the services we authorize (and only those services that we authorize) and using our business system, business formats, methods, advertising designs, trade dress, standards, specifications and Marks, all of which we may improve, further develop and otherwise change from time to time (collectively, the "Franchise System").

(4) You have applied for a franchise to own and operate a Facial Bar and we have approved your application relying on all of the representations, warranties, and acknowledgments contained in the application and this Agreement.

B. GRANT OF FRANCHISE; TERM AND RENEWAL

Franchisee has applied for a franchise to own and operate a Facial Bar at a single location as agreed by Franchisee and Franchisor (the "Approved Location"). Such Approved Location is specified on Exhibit A attached hereto and incorporated herein. Alternatively, if you do not have a location selected for your Facial Bar at the time of execution of this Agreement, you will execute Alternative Exhibit A, attached hereto and incorporated herein, whereby we will assign to you a set geographical area as set forth in Alternative Exhibit A, within which the location of your Facial Bar must be established ("Development Area"). Within one hundred fifty (150) days after the date of this Agreement, you must select and obtain our acceptance of a location for your Facial Bar which will be the Approved Location. The Development Area is more thoroughly described below

in Section 2.A. At the time the Approved Location is finalized, you will execute a new Exhibit A to designate the Approved Location. At the time you and we execute a new Exhibit A, we will designate a set geographical territory (the "Protected Territory") around the Approved Location within which you will have certain exclusive rights as specified in Section 2.C below, provided you are in full compliance with this Agreement and all other agreements between you and us (or any of our affiliates). See Section 2.A below regarding the designation of, and rights within, your Protected Territory.

Subject to, and consistent with, the terms of this Agreement, Oasis Face Bar grants Franchisee a franchise to operate a Facial Bar at the Approved Location within the Protected Territory (the "Franchise"), and to use the Franchise System in its operation, for a term of ten (10) years beginning on the date of this Agreement, unless sooner terminated in accordance with this Agreement (the "Term"). This Agreement does not grant Franchisee the right to use the Franchise System at any location other than the Approved Location, and Franchisee may not provide goods or services outside of the Approved Location. Franchisee shall not solicit business nor customers outside of your Territory without written consent. At the end of the Term of this Agreement, Franchisee will have the right to renew the Franchise and continue operating the Franchise as a Facial Bar for a five (5) year renewal term under Oasis Face Bar's then-current form of franchise agreement, but only if Franchisee has (a) given Oasis Face Bar written notice of its election to renew at least one hundred eighty (180) days, but no more than three hundred sixty-five (365) days, before the end of the term of this Agreement, (b) complied with all of its obligations under this Agreement and any other agreement between you and us, including the payment of all monetary obligations you owe to us or our affiliates, throughout the Term, (c) continually operated the Franchise in a manner consistent with Oasis Face Bar's confidential operating manual (the "Operations Manual"); (d) during the initial Term of this Agreement, you have not received three or more default notices from us in a consecutive twelve (12) month period; and (e) you have paid us the Renewal Fee. To renew the Franchise, Franchisee and its owners must sign (i) Oasis Face Bar's then-current form of franchise agreement (and related documents), modified to reflect the fact it is for a renewal franchise, except that Oasis Face Bar will not charge Franchisee an Initial Franchise Fee, but simply the Renewal Fee, and (ii) a general release in a form prescribed by Oasis Face Bar as to any and all claims against Oasis Face Bar or its affiliates, and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns.

C. BUSINESS ENTITY; REPRESENTATIONS AND WARRANTIES

Only Franchisee is authorized to operate the Franchise. Franchisee must at all times faithfully, honestly, and diligently perform its obligations and fully exploit the rights granted under this Agreement. Franchisee must be organized as business entity (a corporation, a limited liability company, or other limited liability form - collectively, an "Entity"), and Franchisee agrees and represents that:

(1) its organizational documents, operating agreement, or partnership agreement will recite that this Agreement restricts the issuance and transfer of any ownership interests in Franchisee, and all certificates and other documents representing ownership interests in Franchisee will bear a legend referring to this Agreement's restrictions;

(2) Exhibit B to this Agreement completely and accurately describes all of Franchisee's owners and their interests in Franchisee. Subject to Franchisee's rights and obligations under Section 12, Franchisee and its owners agree to sign and deliver to Oasis Face Bar revised Exhibits B to reflect any change in the in the information that Exhibit B now contains;

(3) Each of Franchisee's current and future owners (and their spouses, if they are married) shall execute the Guaranty and Assumption of Obligations Agreement, in the form attached to this Agreement as Exhibit C, whereby each Franchisee owner personally agrees to be bound by and personally liable for the breach of, jointly and severally, all provisions of this Agreement and any ancillary agreements between Franchisee and Oasis Face Bar and its affiliates; and

(4) An individual approved by Oasis Face Bar (the "Operating Partner") must directly or indirectly own at least fifty-one percent (51%) of the ownership interests in Franchisee and must devote all of his or her business time and efforts (at least twenty (20) hours per week) to the operation, promotion, and enhancement of the business of the Franchise and other Facial Bars (if any) owned by Franchisee. The Operating Partner's name is listed on Exhibit B. The Operating Partner must obtain prior written consent from Oasis Face Bar prior to being employed at any other job or have any other business interest that might prevent the Operating Partner from devoting his or her full time and attention to the Franchise.

2. APPROVED LOCATION; PROTECTED TERRITORY

A. APPROVED LOCATION SELECTION

You may operate the Facial Bar only at the Approved Location. Such Approved Location will be set forth in Exhibit A hereto. Alternatively, if you do not have a location selected for your Facial Bar at the time of execution of this Agreement, we will instead assign to you a Development Area. The Development Area will be based upon many factors, including geographical boundaries, political boundaries, population, demographics, and other parameters more fully described in the Operations Manual, and therefore the size of the Development Area will vary amongst franchisees. There is no minimum or maximum size for a Development Area. The Development Area is not an exclusive or protected area for your Facial Bar. Further, you may not be the only franchisee searching for a location within all or part of the Development Area.

Within one hundred fifty (150) days after the date of the Franchise Agreement, you must select and obtain our acceptance of a location for your Facial Bar which will be the Approved Location and secure the rights to the premises for your Facial Bar at the Approved Location, whether by lease or purchase. You are responsible for finding a location and premises within the Development Area that meets our general standards, including size, layout, and other physical characteristics, as well as rental and lease terms. We will assist you in identifying potential locations, which assistance may include, in part, demographic studies and competitive analyses. All Facial Bars must be in their own physical single-use location and cannot be placed or located within another business' premises. For the avoidance of doubt, no location for a Facial Bar will be approved if it is subleasing space inside the operation of an existing business. You must submit

a proposed location to us for our approval, and we must give you written notice of such approval before you may sign a definitive agreement to either lease or purchase the premises.

If you choose to lease the premises, we must approve the terms of any lease or sublease (the "Lease") before you sign it. The Lease must contain the terms and provisions that are reasonably acceptable to us. When you execute the lease, you must also execute the Collateral Assignment of Lease attached hereto as Exhibit D (the "Collateral Assignment of Lease") under which you will collaterally assign the Lease to us as security for your timely performance of all obligations under this Agreement. You also must obtain the lessor's or sublessor's consent to the Collateral Assignment of Lease, either by having the lessor sign the Consent attached to Exhibit D when the Lease is executed, or by including similar language we approve in the Lease. You acknowledge that our approval of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Facial Bar operated at the Approved Location. Our approval indicates only that we believe that the Lease's terms meet our then acceptable criteria. You must give us a copy of the fully-signed Lease prior to opening the Facial Bar.

Franchisee acknowledges that it has independently investigated the Approved Location or the Development Area, as applicable, before signing this Agreement. Franchisee further acknowledges that Franchisor must approve the Approved Location prior to operation of the Franchise. You are responsible for obtaining all required approvals for the operation of your Facial Bar at the Approved Location. Additionally, the Approved Location must meet all current criteria established for Facial Bars in our Operations Manual. Even if Oasis Face Bar recommends or gives Franchisee information regarding the Approved Location, Franchisee acknowledges and agrees that neither Oasis Face Bar nor any of its agents or representatives have made any representations or warranties of any kind, express or implied, of the suitability of the Approved Location for a Facial Bar or any other purpose. Franchisee acknowledges that the approval by Oasis Face Bar of the Approved Location is not a representation or guarantee of any level of success or profitability of such area. Franchisee further acknowledges and agrees that its acceptance of the Franchise is based on its own independent investigation of the suitability of the Protected Territory or Development Area, as applicable. Oasis Face Bar is not responsible if the Approved Location fails to meet Franchisee's expectations.

Franchisee may not relocate its Franchise from the Approved Location without the prior written consent of Oasis Face Bar, and without paying us the Relocation Fee.

B. PROTECTED TERRITORY SELECTION

At the time the Approved Location is finalized, we will designate, and set forth on Exhibit A, your Protected Territory. The Protected Territory is based upon many factors, including geographical boundaries, political boundaries, population, demographics, and other parameters more fully described in the Operations Manual, and therefore the size of the Protected Territory will vary amongst franchisees. There is no minimum or maximum size for a Protected Territory. Note that the Protected Territory and Development Area, if applicable, need not, and will not, be the same geographical area.

C. YOUR PROTECTED RIGHTS

The license granted to you under this Agreement is personal in nature, may not be used within any location other than the Approved Location, does not include the right to sell products or provide services identified by the Marks at any location other than the Approved Location, and does not include the right to sell products or provide services identified by the Marks through any other channels of distribution, including the internet (or any other existing or future form of electronic commerce) other than as we may authorize in the Operations Manual. You will not have the right to sub-franchise or sublicense any of your rights under this Agreement. You will not use the Facial Bar for any purposes other than the operation of an Oasis Face Bar franchised business. You may only solicit customers and advertise your Facial Bar within your Protected Territory unless a particular medium for such advertisement used by you naturally reaches more than one territory at a time (for example, use of social media, radio, newspaper, television or radio. While you are restricted from directly soliciting customers who are outside of your Protected Territory, you are not restricted from providing services at your Facial Bar to customer who reside outside of your Protected Territory.

Provided you are in full compliance with this Agreement and all other agreements between you and us (or any of our affiliates), during the term of this Agreement, neither we nor any of our affiliates will operate, or grant a franchise for the operation of, a Facial Bar that operates under the Marks within the Protected Territory. Continuation of the protected rights in your Approved Location and Protected Territory, as set forth herein, is not dependent upon the achievement of a certain sales volume, market penetration, or other contingency. Your rights to your Territory may be terminated if you are in default under the Franchise Agreement or any other agreement between us, or if the Franchise Agreement expires or is terminated for any reason.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises. If you want to open additional Facial Bars in another area you will be subject to the regular franchisee approval process and will have to sign a new Franchise Agreement for each additional Facial Bar and pay the Initial Franchise Fees.

D. RIGHTS MAINTAINED BY OASIS FACE BAR

Notwithstanding anything to the contrary herein, Oasis Face Bar (and any affiliates that Oasis Face Bar might have from time to time) shall at all times have the right to engage in any activities deemed appropriate by Oasis Face Bar that are not expressly prohibited by this Agreement including, without limitation:

(1) all rights relating directly or indirectly to ourselves operate, or to grant other persons the right to operate, Facial Bars at locations outside the Protected Territory;

(2) all rights relating directly or indirectly to the Marks in connection with any methods of distribution, other than Franchisee's performance of the Facial Bar services within the Protected Territory. This includes providing, and granting rights to other persons, or doing so ourselves, to provide, goods and services similar or dissimilar to, and/or competitive with, those provided to the Franchise, whether identified by the Marks

or other trademarks or service marks, through mail order, sales over the internet and other electronic media, or whether within or outside the Protected Territory;

(3) acquiring the assets or ownership interests of one or more businesses providing products and services similar or dissimilar to those provided by the Franchise, and franchising, licensing, or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including within the Protected Territory); and

(4) all rights relating directly or indirectly to advertise the Franchise System on the internet (or any other existing or future form of electronic commerce and/or social medium) and to create, operate, maintain and modify, or discontinue the use of the System Website (as defined below) or any other website using the Marks;

(5) being acquired (regardless of the form of transaction) by a business providing products and services similar or dissimilar to those provided by the Franchise, or by another business, even if such business operates, franchises and/or licenses competitive businesses within the Protected Territory.

3. FEES

A. INITIAL FRANCHISE FEE

Upon execution of this Agreement, you shall pay us a nonrecurring and nonrefundable initial franchise fee of Forty-Two Thousand Dollars ($42,000) at the time of execution of this Agreement ("Initial Franchise Fee"), provided, however, if you have a valid and existing Development Rights Agreement with us, the Initial Franchise Fee for the second and all subsequent Facial Bars that you open thereunder shall be reduced to Twenty-Five Thousand Dollars. This fee is fully earned by Oasis Face Bar when Franchisee signs this Agreement and is not refundable under any circumstance. If you have executed a Development Rights Agreement with us and have paid the Development Fee charged thereunder, you are not required to remit any additional Initial Franchise Fees at the time you execute this Agreement.

B. ROYALTY FEE

Franchisee shall pay Oasis Face Bar, every Wednesday each week, a royalty fee ("Royalty Fee") equal to six percent (6%) of the Franchise's Gross Sales during the previous week. The term "Gross Sales" means all revenue you receive from the operation of your Facial Bar, whether by cash, check, credit card, trade or otherwise, including, but not limited to fees for services, proceeds from sales of any and all products and accessories (net of returns, adjustments, and credits), amounts paid by gift certificate, gift card or similar program which the gift certificate, other instrument, or applicable credit is redeemed, and all other income of any kind or nature generated (including income generated by the unauthorized sale of goods or services), excluding only sales taxes collected and paid on your behalf. For the avoidance of doubt, amounts paid by gift certificate, gift card or similar program are included in Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.

At our request, you must sign and deliver to Oasis Face Bar the documents periodically required to authorize us to debit your business checking account automatically for the Royalty Fee and other amounts due under this Agreement or any related agreement between us (or our affiliates) and you, including, but not limited to, executing the attached Exhibit F for EFT transfers. Your authorizations shall permit us to designate the amount to be transferred from your account. The Royalty Fee will be paid to us by electronic funds transfer ("EFT") from your bank account through an automatic debit system. Alternatively, we may utilize a third party software provider to collect and remit your Royalty Fee to us through EFT means. The amount of the Royalty Fee, in addition to the Brand Fund Fee described in Section 3.C below, will be withdrawn from your bank account via EFT, either by us or our approved third party vendor, every Wednesday each week. You must maintain a balance in your account sufficient to allow us to collect amounts owed to us when due, or you will be charged by us an additional fee of Thirty-Five Dollars ($35) for each EFT attempt that was unsuccessful due to insufficient funds. Franchisee also agrees to reimburse Oasis Face Bar for any "insufficient funds" charges and related expenses incurred in connection with (i) any checks Oasis Face Bar receives from Franchisee; or (ii) Franchisee's failure to maintain sufficient funds in its automatic debit account.

Royalty Fee payments will begin with the first week or part of a week that your Facial Bar is open for business. Such Royalty Fee payments will be due and payable for each week period thereafter during the Term of this Agreement. If you fail to report Gross Sales on a timely basis, we may calculate your Gross Sales and determine your weekly Royalty Fee based on data from the third party payment processing vendor that we require you to use and withdraw from your account the amounts we calculate to be due to us for the Royalty Fee.

If the Royalty Fee Oasis Face Bar debits from Franchisee's Gross Sales is less than the Royalty Fee Franchisee actually owes Oasis Face Bar for the week, Oasis Face Bar will debit Franchisee's account for the balance of the Royalty Fee. If the Royalty Fee Oasis Face Bar debits from Franchisee's Gross Sales is greater than the Royalty Fee actually owed to Oasis Face Bar for the week, Oasis Face Bar will credit the excess against the amount Oasis Face Bar otherwise would debit from Franchisee's Gross Sales during the following week, without interest.

C. BRAND FUND FEE

Franchisee shall pay Oasis Face Bar, every Wednesday each week, a reoccurring fee equal to two percent (2%) of the Franchise's Gross Sales during the previous week (the "Brand Fund Fee"). You shall begin paying the Brand Fund Fee in the first full week after you have executed the Franchise Agreement and you shall continuing making such payment through the expiration or earlier termination of this Agreement. The amount of the Brand Fund Fee will be added to your weekly Royalty Fee amount described in Section 3.B above, and the total amount due will be withdrawn from your bank account via EFT every Wednesday each week. You must maintain a balance in your account sufficient to allow us to collect amounts owed to us when due, or you will be charged an additional fee of Thirty-Five Dollars ($35) for each EFT attempt that was unsuccessful due to insufficient funds. The Brand Fund Fee shall be used by us pursuant to the terms and conditions set forth in Section 9.B below.

D. LATE PAYMENTS

If Franchisee fails to pay and fees owed to us on the date such payment is due, Franchisee shall be assessed a late fee, in the amount of one and one-half percent (1.5%) of all outstanding amounts. You acknowledge that this Subsection is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Facial Bar. You further acknowledge that your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement under Section 13, notwithstanding this Subsection.

E. TRAINING FEES

Attendance at the Initial Training (as described in Section 4 of this Agreement) for your owners, the Operating Partner and Lead Esthetician is mandatory, and you shall pay us a training fee in the amount of Six Thousand Hundred Dollars ($6,000) (the "Training Fee"). We will offer the Initial Training to all your estheticians hired at the time of the training. If you do not appoint a Lead Esthetician at the time the Operating Partner completes the Initial Training, the Operating Partner must complete both training courses. Once a Lead Esthetician has been appointed, they must attend the Esthetician Training. The Training Fee shall be due and payable at the time of execution of this Agreement. This fee is fully earned by Oasis Face Bar when Franchisee signs this Agreement and is not refundable under any circumstance.

If you change or replace your Operating Partner, Lead Esthetician or any owner within your entity (pursuant to the terms of this Agreement), such new owners, Operating Partner and/or Lead Esthetician are required to go through the Initial Training Program immediately upon their hire (or before transfer of equity interest) and before they begin serving in their capacity as owner, Operating Partner and/or Lead Esthetician. We will charge, and you shall pay us a fee of in the amount of Seven Hundred Fifty Dollars ($750) per person attending any such re-training sessions (the "Re-Training Fee") for the cost of retraining any new owner, esthetician or Operating Partner. The Re-Training Fee covers our costs for conducting the Initial Training Program again for the Operating Partner and any new owner of the franchisee (such program the "Re-training") for one (1) person. You will also be responsible for paying for the costs and expenses of traveling to the training (if applicable) and any wages for your owners, Operating Partner or other personnel while attending the Re-training. If you change or replace your Lead Esthetician, the new Lead Esthetician is required to go through the Esthetician Training component of the Initial Training Program (or similar component as set forth in the Operations Manual) immediately upon their hire and before they begin serving in their capacity as Lead Esthetician.

We may also provide you with periodic seminars or webinars to discuss services, provider activities, advertising and marketing, and procedures to improve and develop the franchised business. In the event that such webinars or seminars are held, you will be required to attend and will be notified of the fee charged by us (if any) for attending such event. Additionally, you must pay all your travel and living expenses related to your attendance at the training event, which will be held at our headquarters.

F. GRAND OPENING ASSISTANCE FEE

Prior to your grand opening, one (1) of our employees will travel to your Facial Bar and assist with the grand opening of the Facial Bar for a total period of three (3) days, which will consist of at least two (2) days prior to the opening and the day of the grand opening. While on-site and in preparation of the grand opening, we will provide assistance with preparing the Facial Bar to open to the public and any on-site consulting or training for you or your Operating Partner, but not for any other employees. You must pay us a fee of Two Thousand Hundred Dollars ($2,000) (the "Grand Opening Assistance Fee"). This fee will cover our time and expense of being at your Facial Bar, and must be paid to us prior to our arrival at your Facial Bar.

G. TECHNOLOGY FEE

We charge you a fee of three hundred Dollars ($300) a month to recoup our fees and expenses in providing you access to a singular point of sale system or other required computer and/or software services for the Facial Bar, in the event we are the provider or conduit for such services from third parties (the "Technology Fee"). Such fee will be due payable on the fifth (5th) day of each the month (or the next business day if the fifth (5th) day falls on a Saturday, Sunday, or national holiday) and paid in the same manner as the Royalty Fee and Brand Fund Fee. The amount of the Technology Fee, may change in the future, and the amounts provided herein are estimates, which are subject to change.

H. ANNUAL CONVENTION FEE.

We host an annual convention for franchisees which your Operating Partner is required to attend. We charge you an annual fee to cover the costs of your registration fees for the annual convention (the "Convention Fee"). Currently the Convention Fee is equal to Four Hundred Dollars ($400), payable in a lump sum with the first Royalty Fee payment in the calendar year. We reserve the right to increase the Convention Fee in the future but not to exceed Seven Hundred Five Dollars. In the event we do not hold an annual convention in a year after you have paid the Convention Fee, you will not be required to pay the following annual Convention Fee.

I. RENEWAL FEE

If you chose to renew the term of this Agreement, pursuant to the terms and conditions contained herein, you shall pay us a renewal fee in the amount equal to twenty-five percent (25%) of the then-current Initial Franchise Fee to us at least thirty (30) days before the expiration of the initial Term of this Agreement (the "Renewal Fee").

J. RELOCATION FEE

If you chose to relocate the Facial Bar from the Approved Location, and we provide prior written consent to such relocation, you shall pay us a fee equal to the lesser of either (i) Two Thousand Five Hundred Dollars, or (ii) the actual out of pocket costs and expenses incurred by us in assisting and approving your relocation (the "Relocation Fee"). This relocation fee is due upon our written approval of the new location for your Facial Bar and the point in time we have concluded of the amount of our expenses incurred The Relocation Fee will help offset our time and efforts to assist is finding a new Approved Location for you.

K. TRANSFER FEE

If you desire to transfer this Agreement, your rights herein, or any equity interest within you pursuant to Section 12, you shall pay us a transfer fee equal to the greater of (i) twenty-five percent (25%) the then-current Initial Franchise Fee, or (ii) Ten Thousand Dollars ($10,000) (the "Transfer Fee"). This fee covers our costs and expenses, including attorneys', accountants' and similar fees and costs, incurred in evaluating the transferee and the transfer.

L. UNAUTHORIZED ACTIVITY FEES

In addition to our other rights and remedies under this Agreement and the law, in the event if you use unauthorized advertising or promotional materials in violation of the terms of this Agreement, we reserve the right to charge you a fee of One Hundred Dollars ($100) per day of use of unauthorized advertising or promotional materials. We will not charge this fee on your first offense. However, beginning on the second offense, we may charge this fee in our sole discretion. If you use unauthorized advertising three or more times during the term of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement for material breach. Further, in addition to our other rights and remedies under this Agreement and law, in the event you use any supplier not approved by us or offer any unapproved product or service in connection with the operation of your Facial Bar in violation of this Agreement, we reserve the right to charge you a fee of One Hundred Dollars ($100) per day of use of such unauthorized product, service or supplier. We will not charge this fee on your first offense. However, beginning on the second offense, we may charge this fee in our sole discretion. If you use unauthorized advertising three or more times during the term of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement for material breach.

M. APPLICATION OF PAYMENTS AND RIGHT OF SET-OFF

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us (or our affiliates). We may set-off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates might owe you or your owners, whether in connection with this Agreement or otherwise.

N. TAXES

If any withholding, sales, excise, use, privilege or other tax (excepting our income tax obligation) ("Tax Charge") is imposed or levied by any government or governmental agency on Oasis Face Bar or Franchisee for any fee due and payable under this Agreement, including but not limited to, the Royalty Fee and Brand Fund Fee (for the purpose of this Section, such fee shall be referred to as a "Taxable Payment"), then you shall pay to us a sum equal to the amount of the Tax Charge, together with the Taxable Payment, such that the net sum received by us equals the amount of the Taxable Payment without deduction, withholding, payment or application of the Tax Charge.

4. TRAINING AND ASSISTANCE

A. TRAINING

Franchisee and its owner(s), Operating Partner and Lead Esthetician must comply with the training obligations set forth in the Operations Manual before the Facial Bar opens for business ("Initial Training Program"). Franchisee shall have the Operating Partner attend and complete the portion of the Initial Training Program applicable to Operating Partners, as determined by us, within at least sixty (60) days prior to the opening of the Facial Bar. Franchisee shall have the Lead Esthetician attend and complete the portion of the Initial Training Program applicable to Lead Estheticians, as determined by us, within at least twenty-one (21) days prior to the opening of the Facial Bar. The Initial Training Program will include operational training for the Operations Partners and salon services training for the Lead Esthetician, which such training may include instruction at designated facilities, hands-on training at an operating Facial Bar, remote training (including via internet access) and/or self-study programs. You acknowledge that we might already have begun providing this Initial Training Program before you sign this Agreement.

If you change or replace any owners within your entity, your Operating Partner or Lead Esthetician, such new owners, Operating Partner and/or Lead Esthetician are required to go attend the Re-training and pay us the Re-Training Fee, as applicable, and as described above in Section 3.E.

During the Term of this Agreement, Oasis Face Bar may require Franchisee and/or previously trained and experienced employees at the Franchise to attend and satisfactorily complete various additional training courses, programs and conventions that Oasis Face Bar chooses to provide periodically at the times and locations designated by Oasis Face Bar. Oasis Face Bar may charge reasonable fees for these training courses, programs and conventions. Oasis Face Bar may also charge for the cost of printing and reproducing of updated, additional, or refresher training materials that are required in the operation of the Franchise. Franchisee will be responsible for its (and its employees' and owners') travel, living and other expenses (including local transportation expenses) and compensation incurred in connection with attendance at any training programs.

Oasis Face Bar reserves the right to (i) require Franchisee to repeat any training session, (ii) require additional training sessions for Franchisee, and (iii) require Franchisee to attend specific training sessions related to instruction, business, or Facial Bar management. Upon completion of the initial training program, as set forth in the Operations Manual, you will be awarded with a certificate of completion, acknowledging you have completed your requirements with respect to the initial training session.

B. OPERATIONS MANUAL

Oasis Face Bar will provide Franchisee with access to, for use in operating the Franchise during this Agreement's Term (and any successive renewal periods thereafter), one (1) copy of Oasis Face Bar's Operations Manual, which might be or include (but are not required to include) online or on jump drives, and/or other written or intangible materials which may be made available to Franchisee by various means, including access through the internet. The Operations Manual

contains mandatory and suggested standards, operating procedures and rules that Oasis Face Bar periodically prescribes for operating a Facial Bar ("Operating Standards") and information on Franchisee's other obligations under this Agreement. You may not deviate from the Oasis Face Bar Operating Standards and not use or introduce new services or standards at your Facial Bar. You are required to follow our mandatory Operating Standards in the operation of your Facial Bar.

Oasis Face Bar may modify the Operations Manual periodically to reflect changes in Operating Standards, but these modifications shall not alter Franchisee's fundamental rights or status under this Agreement. Franchisee agrees to keep its copy of the Operations Manual in a secure location. If there is a dispute over its contents, Oasis Face Bar's master copy of the Operations Manual controls. Franchisee agrees that the contents of the Operations Manual are confidential and that it will not disclose the Operations Manual to any person other than employees of the Franchise who need to know its contents. Franchisee may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual. The Operating Standards do not include any personnel policies or procedures or security-related policies or procedures that Oasis Face Bar (at its option) may suggest to Franchisee in the Operations Manual or otherwise. Franchisee shall determine to what extent, if any, such policies and procedures may be applicable to its operations at the Franchise. Oasis Face Bar has no authority to control, either directly or indirectly, the essential terms and conditions of employment of Franchisee's employees. Franchisee acknowledges and agrees that Franchisee, in Franchisee's sole and absolute discretion, shall determine all such essential terms and conditions of employment, which are defined in the Manual or otherwise defined by law. Franchisee acknowledges that Oasis Face Bar neither dictates nor controls labor or employment matters for franchisees and their employees or contractors, and Oasis Face Bar is not responsible for the safety and security of any Franchisee employee, Service Provider or contractor. You are solely responsible for the safety and security of the Facial Bar premises for you, your personnel, agents, customers, and the general public. Any suggestions by Oasis Face Bar on such matters are for guidance only and not binding on you. All matters of safety and security are within your discretion and control, and your indemnification obligations set forth in Section 15 hereof shall apply to any claims made against Oasis Face Bar regarding safety or security.

At our option, we may post the Operations Manual on a restricted website to which you will have access. If we do so, you must periodically monitor the website for any updates to the Operations Manual or Operating Standards. Any passwords or other digital identifications necessary to access the Operations Manual on such a website will be deemed to be part of Confidential Information (defined below).

C. GRAND OPENING ASSISTANCE

We will send one (1) of our employees to you to assist with the grand opening of your Facial Bar for a period of three (3) days, consisting of two (2) days prior to grand opening and the day of your grand opening. You will pay us the Grand Opening Assistance Fee in connection with these services. While on-site and in preparation of your grand opening we will provide assistance with prepping and setting up the Facial Bar and provide on-site consulting and training for you and your Operating Partner, but not for any other Franchisee employees.

D. GENERAL GUIDANCE

We will advise you from time to time regarding the Facial Bar's operation based on your reports or our inspections, including with respect to:

(1) standards, specifications, operating procedures and methods that Facial Bars use;

(2) purchasing required or recommended Operating Assets (including, without limitation, required products for sale and use within the operations of the Facial Bar); and

(3) administrative, bookkeeping and accounting procedure.

We will guide you in our Operating Manual and other technical manuals; in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Facial Bar. If you request and we agree to provide additional or special guidance, assistance or training, you must pay our then applicable charges charged at the time in accordance with our Operations Manual, including our personnel's per diem charges and any travel and living expenses.

E. ONGOING ASSISTANCE

We will visit your Facial Bar one time each quarter during the first year of operation to observe your operations and address any operational concerns. This visit will be free of charge, and you shall provide us access to your Facial Bar for such visit. Further, you may request additional on-site operations support at any time, subject to our availability, upon payment of the Operational Support Fee. Such operations support will include hands-on support from us with respect to all aspects of the operation of your Facial Bar for a period of five (5) business days. You will also be responsible for paying all travel and living expenses incurred during travel to your Facial Bar, if applicable.

F. DELEGATION OF PERFORMANCE

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

G. INSPECTIONS

We shall conduct inspections of the operations of your Facial Bar, as we deem advisable in our sole discretion.

5. OUR MARKS

A. OWNERSHIP AND GOODWILL OF MARKS

Franchisee's right to use the Marks is derived only from this Agreement and is limited to its operation of the Franchise according to this Agreement and all Operating Standards prescribed during the Term. Franchisee acknowledges and agrees that it does not own or have any ownership

interest in or to the Marks. Franchisee's unauthorized use of the Marks is a breach of this Agreement and infringes Oasis Face Bar's rights in the Marks. Franchisee further acknowledges and agrees that its use of the Marks and any goodwill established by that use inure to the exclusive benefit of Oasis Face Bar and that this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate the Franchise under this Agreement).

Oasis Face Bar has the right to modify its Marks at any time. There is no limit to our right to modify our Marks. As directed by Oasis Face Bar upon modifications to the Marks, Franchisee shall immediately (i) discontinue use of the Marks, (ii) modify the Marks as directed, or (iii) adopt substituted or modified Marks.

B. LIMITATIONS ON USE OF MARKS

Franchisee agrees to use the Marks as the Franchise's sole identification (except for the notices of independent ownership). Franchisee may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than Oasis Face Bar logos), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address, metatag or otherwise in connection with any website, or (5) in any other manner not expressly authorized by Oasis Face Bar in writing. Franchisee agrees to give the notices of trademark and service mark registrations that Oasis Face Bar specifies and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

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

D. DISCONTINUANCE OF USE OF MARKS

If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you shall comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing the Facial Bar's signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark. If we elect to use a principal name other than "Oasis Face Bar" to identify the franchise system, we may select another name and notify you to change all or some items bearing the Marks to the new name within a reasonable period of time as determined by us and you

promptly shall adopt that name. You will bear the sole cost and expense of making these changes and we shall have no obligation or liability to you as a result of any changes.

Upon termination of the Franchise Agreement for any reason, you must stop using the Marks in any manner.

E. INDEMNIFICATION FOR USE OF MARKS

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

F. CUSTOMERS

Franchisee acknowledges and agrees that all information regarding past and present, customers of the Facial Bar, such as names, addresses, and contact information, belongs to Oasis Face Bar. Oasis Face Bar has the right to use such data in any manner without compensation to Franchisee. Oasis Face Bar licenses to Franchisee the use of such data solely for the purpose of operating the Facial Bar; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Oasis Face Bar, upon the expiration or earlier termination of this Agreement. Franchisee may capture customer data only in strict accordance with Oasis Face Bar's specifications and only using those technologies and processes that are approved by Oasis Face Bar.

6. CONFIDENTIAL INFORMATION

Oasis Face Bar possesses (and will continue to develop and acquire) certain confidential information relating to the development and operation of Facial Bars (the "Confidential Information"), which includes, but is not limited to:

(1) Protected Territory criteria;

(2) methods, formats, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Facial Bars, including information in the Operations Manual and Operating Standards;

(3) marketing research and promotional, marketing and advertising programs;

(4) knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets;

(5) knowledge of the operating results and financial performance of the Franchise and other Facial Bars;

(6) customer communication and retention programs, along with data used or generated in connection with those programs;

(7) knowledge concerning the logic, structure and operation of Computer Systems, processes, and software programs used in the Franchise and all additions, modifications and enhancements thereof, and all data generated from use of such programs;

(8) graphic designs and related intellectual property;

(9) information generated by, or used or developed in, the Franchise's operation, including customer names, addresses, telephone numbers and related information and any other information contained from time to time in the Franchise's Computer System; and

(10) any other information designated confidential or proprietary by Oasis Face Bar.

Franchisee does not acquire any interest in Confidential Information, other than the right to use certain Confidential Information in operating the Franchise during this Agreement's term and according to the Operating Standards and this Agreement's other terms and conditions, and that its use of any Confidential Information in any other business would constitute an unfair method of competition with Oasis Face Bar and the Franchise System.

Franchisee acknowledges and agrees that the Confidential Information is proprietary, and includes Oasis Face Bar trade secrets. Franchisee and its owners agree:

(a) not to use any Confidential Information in any other business or capacity, whether during or after this Agreement's term;

(b) to keep the Confidential Information absolutely confidential during and after this Agreement's term;

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

(d) to adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchise personnel and others needing to know such Confidential Information to operate the Franchise, and using confidentiality and non-disclosure agreements, containing confidentiality obligations at least as stringent as the obligations imposed upon Franchisee hereunder, with those individuals having access to Confidential Information; and

(e) not to sell, trade or otherwise profit in any way from the Confidential Information (including customer names, addresses, telephone numbers and related information), except during this Agreement's term using methods approved by Oasis Face Bar.

All ideas, concepts, techniques or materials relating to Facial Bars or the provision of express facials and spa services being provided at the Facial Bars , whether or not protectable intellectual property and whether created by or for Franchisee or its owners, employees or

contractors, must be promptly disclosed to Oasis Face Bar and will be deemed to be Oasis Face Bar's sole and exclusive property, part of the Franchise System, and works made-for-hire for Oasis Face Bar. To the extent any item does not qualify as a "work made-for-hire" for Oasis Face Bar, by this paragraph Franchisee assigns ownership of that item, and all related rights to that item, to Oasis Face Bar and agrees to sign (and to cause its owners, employees and contractors to sign) whatever assignment or other documents Oasis Face Bar requests to evidence its ownership or to help Oasis Face Bar obtain intellectual property rights in the item.

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the cosmetic and salon spa services industry other than as a result of Franchisee's disclosure of such information in violation of this Agreement or which Franchisee knew from previous business experience before Oasis Face Bar provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Franchise.

7. EXCLUSIVITY AND NON-COMPETITION DURING THE TERM

Franchisee acknowledges that Oasis Face Bar has granted Franchisee the Franchise in consideration of and reliance upon the agreement of Franchisee and its owners to deal exclusively with Oasis Face Bar in the salon and spa industry. Franchisee therefore agrees that, during this Agreement's Term (and any successive renewal periods thereafter), neither Franchisee nor any of its owners, nor any members of their Immediate Families (defined below), will:

(a) have any direct or indirect, controlling or non-controlling interest as an owner - whether of record, beneficial or otherwise - in a Competitive Business (defined below), wherever located or operating, provided that this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market and quoted on a national inter-dealer quotation system that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding;

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

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

(d) employ or seek to employ any person who is, or within twelve (12) months of such employment or solicitation was, an employee of Oasis Face Bar, its affiliates, franchisees or licensees, or otherwise directly or indirectly induce that person to leave the employment, without obtaining that person's and the employer's prior written permission; or

(e) divert or attempt to divert any actual or potential business or customer of the Franchise to another Competitive Business.

The term "Competitive Business" means any individual or entity that is engaged in providing directly or indirectly, as a licensee, contractor, service provider, owner or otherwise, to or in connection with any business specializing salon or spa services, or otherwise offers or provides services substantially similar to the services provided by the Facial Bar, other than another Facial Bar operated under a franchise agreement with Oasis Face Bar. The term "Immediate Family" includes the named individual, his or her spouse, all minor children, siblings, parents, and in-laws of the named individual or his or her spouse.

You acknowledge that a violation of the covenants of confidentiality and non-competition contained in this Agreement would result in immediate and irreparable injury to us for which monetary damages cannot fully remedy. Accordingly, you hereby consent to the entry of a temporary and permanent injunction (without posting bond) prohibiting any conduct by you in violation of the terms of the covenants set forth in this Section and hereby agree to waive any and all defenses to the entry of such injunction(s). Notwithstanding, you acknowledge and agree that the foregoing injunctive relief is in addition to, and does not restrict us from pursuing, any and all claims for monetary damages resulting from a breach by you of the covenants contained herein.

In the event you violate the covenants of confidentiality and/or non-competition set forth herein, you shall pay Oasis Face Bar a lump sum payment (as liquidated damages and not as a penalty) an amount equal to One Hundred Thousand Dollars ($100,000.00), plus Oasis Face Bar's attorney's fees, for each such violation. You acknowledge that a precise calculation of the full extent of the damages that Oasis Face Bar will incur in the event of your violation of the covenants of confidentiality and/or non-competition is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable pursuant to this Section shall be in addition to all other amounts payable under this Agreement and shall not affect Oasis Face Bar's right to obtain appropriate injunctive relief and remedies pursuant to any other provision hereof.

8. OPERATION AND OPERATING STANDARDS

A. DEVELOPING AND EQUIPPING THE FACIAL BAR

At Franchisee's expense, Franchisee must develop the premises at the Approved Location in accordance with the Oasis Face Bar standards, specifications, and directions, and purchase all furniture, fixtures, equipment, inventory, materials, and supplies (including without limitation all bottles required to hold the specified skincare products, including the private label products) specified in the Operations Manual (collectively, the "Operating Assets"). You must construct, develop, and/or remodel (if applicable) of the premises of your Approved Location in accordance with our standards and specifications, as well as all local laws and building codes. We must approve all architectural, design, and floor plans, and will provide guidance regarding selection and placement of furniture, fixtures, and equipment. We may, in our sole discretion, visit your Approved Location from time to time during the construction and build-out of your Facial Bar. Our first such visit to the Approved Location will be free of charge. However, if during such visit we determine the build-out process is not consistent with our standards and specification and additional follow-up visits are required, you will charged for all out of pocket expenses we incur in completing such additional inspections of your Approved location, including costs of transportation, lodging and meals.

Franchisee must also (1) equip and furnish the Facial Bar with the furniture, fixtures, and equipment as specified in the Operations Manual, including all Operating Assets and exterior signage; (2) obtain real estate permits, other licenses, and zoning approvals, as may be necessary; (3) purchase an adequate supply of inventory, materials, and supplies; (4) purchase the required computer system equipment and computer software; and (5) obtain whatever business licenses and permits are required by state and local authorities to operate the Franchise.

Franchisee agrees to use in developing and equipping the Facial Bar only those furniture, fixtures, equipment, inventory, supplies, and Operating Assets that Oasis Face Bar approves as meeting its specifications and standards for quality, design, appearance, function, and performance. If Oasis Face Bar requires, Franchisee must purchase or lease only approved brands, types, and/or models of furniture, fixtures, equipment, inventory, supplies, and operating assets only from suppliers designated or approved by Oasis Face Bar (which may include or be limited to Oasis Face Bar or its affiliates).

B. OPENING

Franchisee agrees not to open the Franchise for business and begin operating the Facial Bar until: (1) Franchisee has properly developed and equipped the Facial Bar according to Oasis Face Bar's standards and specifications and in compliance with all applicable laws, rules and regulations; (2) all pre-opening training for the Franchise's personnel has been completed to Oasis Face Bar's satisfaction; (3) all amounts then due to Oasis Face Bar have been paid; (4) Franchisee has obtained all required licenses and permits to operate the Franchise; (5) Oasis Face Bar has been furnished with copies of all insurance policies required under this Agreement, or such other evidence of insurance coverage and payment of premiums as Oasis Face Bar may request; and (6) Franchisee has received written approval from Oasis Face Bar that Franchisee has complied with this section and Franchise is ready for opening. Franchisee further agrees to open the Franchise for business and commence conducting business under this Agreement on or before the "Opening Date" listed on Exhibit A (or Alternative Exhibit A), subject to Oasis Face Bar approval.

C. CONDITION AND APPEARANCE OF THE FACIAL BAR

Franchisee agrees that Franchisee will not use the Facial Bar for any purpose other than operating a Facial Bar in compliance with this Agreement, the Operating Standards, and the Operations Manual, and that Franchisee will use or display only those Oasis Face Bar Materials, signs, emblems, designs, artwork, lettering, logos, displays, and advertising materials that Oasis Face Bar from time to time approves during this Agreement's term. Franchisee further agrees to maintain the condition and appearance of the Facial Bar and Operating Assets in accordance with Oasis Face Bar Operating Standards.

In addition to Oasis Face Bar's rights to terminate this Agreement if Franchisee does not maintain the condition and appearance of the Facial Bar or Operating Assets as required in this Agreement or the Operating Standards, Oasis Face Bar may, upon not less than ten (10) days' written notice (or, in cases of public endangerment, immediately on oral or written notice) to Franchisee repair or replace necessary fixtures, furnishings, equipment, or signs. Franchisee will pay the entire cost thereof on or before the fifth (5^{th}) day following the receipt of a bill for such work from Oasis Face Bar.

D. PRODUCTS AND SERVICES OFFERED

Franchisee agrees that: (1) Franchisee will offer for sale all products and services that Oasis Face Bar periodically specifies, including without limitation the bottles required to hold the specified skincare products, and the private label products; (2) Franchisee will not offer, sell or otherwise distribute any products or services that Oasis Face Bar has not authorized; (3) Franchisee will not sell any products or services at wholesale without Oasis Face Bar's prior written consent; (4) Franchisee will discontinue selling and offering for sale any products or services that Oasis Face Bar at any time disapproves in writing; and (5) Franchisee will not offer any services, programs, or subjects which are not developed or approved by Oasis Face Bar.

E. DAY-TO-DAY OPERATIONS

We require that an individual whom we approve ("Operating Partner") directly or indirectly own at least 51% of the ownership interests in you and devote all of his or her business time and efforts (at least thirty (30) hours per week) to the operation of, and promote and enhance the business of, the Facial Bar. The Operating Partner is required to complete our training program to our satisfaction (see Section 4) and enter into a non-disclosure and confidentiality agreement with you, if they are not the owners of your business entity (in the form substantially similar to Exhibit E attached to this Agreement). We further require that you employ, and maintain employed at all times, one individual who is an applicably licensed esthetician as the head trainer for all other estheticians at your Facial Bar (the "Lead Esthetician"). If you do not have a Lead Esthetician at the time you sign this Agreement, you must hire one within thirty (30) days of signing. The Lead Esthetician is required to complete our training program to our satisfaction (see Section 4) and enter into a non-disclosure and confidentiality agreement with you in the form substantially similar to Exhibit E attached to this Agreement). You agree to indemnify and hold us harmless from any and all liability, loss, attorneys' fees, or damage we may suffer as a result of your failure to obtain executed non-disclosure and confidentiality agreements from employees, agents and third persons as required by this Section.

Our Operating Standards may regulate your business's employee and service provider qualifications such as their licensures, dress and appearance; but you control your employees, agents, and service providers and the terms and conditions of their employment.

F. INVENTORY, MATERIALS, AND SUPPLIES

Franchisee must purchase and maintain an adequate supply of all required inventory, materials, and supplies as necessary for operating your Facial Bar in accordance with the Operating Standards and as specified in the Operations Manual, including enough product for private label retail sale and for use in the provision of services, and enough bottles to hold such product. For the avoidance of doubt, Franchisee is specifically required to purchase, as directed to Franchisee by us, an inventory order of skincare products which Franchisee will offer for retail sale at the Facial Bar as well as the bottles and containers for such skincare product.

G. COMPUTER SYSTEM AND SOFTWARE

In operating the Facial Bar, you shall use only those brands, types, makes, and/or models of communications and computer systems, point of sale systems, other hardware and operating

software (collectively, the "Computer System"), that we specify from time to time. Currently, you are required to purchase or lease at least one (1) desktop computer, one (1) printer for your Facial Bar, one (1) smartphone and one (1) point of sale system as part of the Computer System. You may purchase a landline. All such computer system equipment must comply with our operating standards and the requirements set forth in the Operations Manual. We may periodically require you to change, upgrade or update the Computer System's components (including software). No contract limits the frequency or cost of changes, upgrades or updates that we may require. We may charge additional fees for your use of other computer system maintenance and support services that we or our affiliates periodically provide to you. We also may charge you for your Facial Bar's share of fees and charges which software or other vendors periodically impose relating to the Computer System.

Your Facial Bar must have internet access, and you are required to maintain, at all time, internet connectivity. You may also required to use certain software, programs, and applications for the operations of your Facial Bar, some of which require a monthly, annual, or per transaction fees. A list of all required applications is in our Operations Manuals, which may be modified from time to time.

H. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS

Oasis Face Bar reserves the right to periodically designate and approve standards, specifications, suppliers and/or distributors of the Operating Assets. During the Term of this Agreement, Franchisee must purchase or lease all Operating Assets in strict conformance with Oasis Face Bar's methods, standards, and specifications and, if Oasis Face Bar requires, only from suppliers or distributors that Oasis Face Bar designates or approves (which you acknowledge may include or be limited to Oasis Face Bar or Oasis Face Bar's affiliates). Franchisee acknowledges and agrees that Oasis Face Bar and/or Oasis Face Bar's affiliates may derive revenue based on Franchisee purchases and leases, including from charging Franchisee for products and services Oasis Face Bar or Oasis Face Bar's affiliates provide to Franchisee and from promotional allowances, volume discounts, rebates and other payments made to Oasis Face Bar by suppliers that Oasis Face Bar designates or approves for some or all of Oasis Face Bar franchisees.

If Franchisee wants to use any products or services for or at the Facial Bar that Oasis Face Bar has not yet evaluated or purchase any item from a supplier or distributor that Oasis Face Bar has not yet approved (for items that Oasis Face Bar requires Franchisee to purchase from designated or approved suppliers or distributors), Franchisee first must submit sufficient information, specifications and samples for Oasis Face Bar to determine whether the item complies with Oasis Face Bar standards and specifications or the supplier or distributor meets Oasis Face Bar criteria. Oasis Face Bar may condition Oasis Face Bar approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) or other criteria. Oasis Face Bar has the right to inspect the proposed supplier's or distributor's facilities and to require the proposed supplier or distributor to deliver product samples or items, at Oasis Face Bar's option, either directly to Oasis Face Bar or to any independent, certified laboratory which Oasis Face Bar designates for testing. Either Franchisee or the proposed supplier or distributor must pay Oasis Face Bar a fee of Three Hundred Fifty Dollars per product, supplier and/or distributor to make the

evaluation. Oasis Face Bar reserves the right periodically to re-inspect the facilities and products of any approved supplier or distributor and to revoke Oasis Face Bar approval of any supplier, distributor or item that does not continue to meet Oasis Face Bar criteria. Notwithstanding the foregoing, Franchisee acknowledges and agrees that Oasis Face Bar may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use, and/or refuse any of Franchisee's requests for any reason including if Oasis Face Bar believes that doing so is in the best interests of the Facial Bar system.

I. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee, at Franchisee's sole expense, must secure and maintain in force throughout this Agreement's Term (and all successive renewal periods thereafter) all required licenses, permits, and certificates relating to the Facial Bar's operation and operate the Facial Bar in full compliance with all applicable laws, ordinances, and regulations. Such laws, rules and regulations shall include, without limitation, licenses to do business; health and sanitation inspections, if and when required; fictitious name registrations; sales and other tax permits; reporting and payment of all taxes; fire and police department clearances; Americans With Disability Act compliance; compliance with all federal, state or local data privacy laws, rules, and regulations; certificates of occupancy; any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation, and compliance otherwise with all environmental laws, rules, and regulations; and any other requirement, rule, law or regulation applicable to Franchisee or in the jurisdiction of the Territory. The Facial Bar must in all dealings with its customers, suppliers, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which might injure Oasis Face Bar's business or the goodwill associated with the Marks or other Facial Bars. Franchisee must notify Oasis Face Bar in writing within five (5) days of: (1) the commencement of any action, suit or proceeding relating to the Facial Bar or other Facial Bars; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental entity which might adversely affect Franchisee's operation or financial condition or that of the Facial Bar (including the revocation or threatened revocation of any license, permit or certification applicable to the Facial Bar); and (3) any notice of violation of any law, ordinance or regulation relating to the Facial Bar(s).

J. INSURANCE

During the term of this Agreement, Franchisee must maintain in force at Franchisee's sole expense the insurance coverage required in the Operations Manual, which includes a minimum of the following:

(1) commercial general liability insurance including operations coverage and professional liability in a form Oasis Face Bar approves with a limit of at least the following amounts:

(a) $1,000,000 per occurrence/aggregate for bodily injury and property damage, and $1,000,000 in the aggregate;

(b) $ 1,000,000 5,000 per person for Medical Expenses

(c) $100,00 premises rented or leased

(2) $25,000 per occurrence/aggregate for business personal property

(3) workers' compensation insurance with statutory limits coverage required in the state in which the Facial Bar is located and employer's liability insurance with coverage limits of $100,000 each accident for bodily injury and a coverage limit for bodily injury by disease of $100,000 per employee, subject to a per policy aggregate of $100,000. If the state in which the Facial Bar is located allows the option of not carrying worker's compensation insurance, and Franchisee chooses to exercise that option, Franchisee must nevertheless obtain and maintain other insurance with limits approved by Oasis Face Bar;

(4) professional liability errors and omissions in the amount of $1,000,000 per occurrence and $1,000,000 aggregate; and

(5) excess liability umbrella coverage in the amount of $1,000,000 per occurrence and aggregate and $10,000 retained limit.

All of Franchisee's insurance carriers must be licensed to do business in the state in which the Facial Bar operates and maintain an A. M. Best's rating of "A+" or maintain the highest available rating with another rating service similarly recognized in the industry (or such similar criteria as Oasis Face Bar periodically specifies). These insurance policies must be in effect on or prior to the date that Franchisee receives possession of the Facial Bar's premises. Franchisee may meet the coverage limits listed above by purchasing umbrella liability insurance. Oasis Face Bar may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or relevant changes in circumstances. Insurance policies must name Oasis Face Bar and any affiliate Oasis Face Bar designates as an additional insured with respect to coverage described above as well as provide for thirty (30) days' prior written notice to Oasis Face Bar of a policy's material modification or cancellation. All required insurance policies shall contain a waiver of subrogation in favor of the additional insureds. A valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above shall be on file with Oasis Face Bar at all times. If Franchisee fails to obtain or maintain the insurance Oasis Face Bar specifies, in addition to Oasis Face Bar's other remedies, Oasis Face Bar may (but need not) obtain such insurance for Franchisee and the Facial Bar on Franchisee's behalf, in which event Franchisee shall cooperate with Oasis Face Bar and reimburse Oasis Face Bar for all premiums, costs and expenses Oasis Face Bar incurs in obtaining and maintaining the insurance.

K. PRICES; MAXIMUM AND MINIMUM

Oasis Face Bar may periodically establish maximum and minimum prices for the services and products that the Facial Bars offers, including prices for promotions in which all or certain Facial Bars participate. If Oasis Face Bar establishes such a maximum and/or minimum price for any product or service, Franchisee agrees not to exceed or otherwise charge less than that price, but may charge any price for the product or service up to and including the minimum and maximum price Oasis Face Bar establishes.

L. COMPLIANCE WITH OPERATING STANDARDS

Franchisee acknowledges and agrees that operating and maintaining the Facial Bar according to Operating Standards, as Oasis Face Bar may periodically modify and supplement them, is essential to preserve the goodwill of the Marks and all Facial Bars. Therefore, Franchisee agrees at all times to operate and maintain the Facial Bar according to each and all Operating Standards, as Oasis Face Bar periodically modifies and supplements them in the Operations Manual. Except as otherwise specifically set forth in Section 4.B, Operating Standards may regulate any aspect of the Facial Bar's operation and maintenance, including any one or more of the following:

(1) Provision of spa services and application of designated products on customers at your Facial Bar;

(2) sales, marketing, advertising and promotional programs and materials and media used in these programs;

(3) staffing levels for the Facial Bar, licensure requirements, dress, appearance and uniforms for Franchisee employees, and competent and courteous service to customers (although Franchisee has the sole responsibility and authority for Franchisee employees' terms and conditions of employment);

(4) use and display of the Marks;

(5) days and hours of operation;

(6) standards, requirements and procedures for training Franchisee's personnel, including requirements to purchase and use in such training the computer hardware, software, accessories and other equipment that Oasis Face Bar periodically specifies;

(7) participating in market research and testing and product and service development programs;

(8) accepting credit and debit cards, gift cards and other payment systems, and any other method and manner of payment which will be accepted from customers;

(9) bookkeeping, accounting, data processing and recordkeeping systems and forms, content and frequency of reports to Oasis Face Bar of sales, revenue, financial performance and condition; and

(10) any other aspects of operating and maintaining the Facial Bar that Oasis Face Bar determines to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Facial Bars.

Franchisee agrees that all mandatory Operating Standards that Oasis Face Bar prescribes in the Operations Manual, or otherwise communicates to Franchisee in writing or another form, are part of this Agreement as if fully set forth within its text. All references to this Agreement include all mandatory Operating Standards as periodically modified. Franchisee acknowledges

that Oasis Face Bar's periodic modification of Oasis Face Bar Operating Standards (including to accommodate changes to the Marks), which may accommodate regional and/or local variations, may obligate Franchisee to invest additional capital in the Facial Bar and incur higher operating costs, and Franchisee agrees to comply with those obligations within the time period Oasis Face Bar specifies.

We may perform inspection services or utilize third-party inspection providers (e.g. secret shoppers) to monitor your compliance with our Operating Standards. You must participate in our then- current inspection programs, at your cost and expense. It will be a default under this Agreement if you fail to achieve minimum quality scores (as described in our Operations Manual) or otherwise satisfy our Operating Standards in any quality assurance inspection we conduct.

9. MARKETING

A. GRAND OPENING MARKETING

Franchisee must spend a minimum amount within your Protected Territory on costs associated with promoting the grand opening of your Facial Bar. The grand opening marketing campaign must begin at least two (2) months prior to the opening of your Facial Bar and run for a period of two (2) months thereafter, and must include a kick-off event at your Facial Bar after the grand opening. Grand opening costs vary, and you may choose to invest more than the minimum amount of Three Thousand Hundred Dollars ($3,000) on such advertising activities. You are not required to spend more than Three Thousand Dollars ($3,000) on the grand opening marketing efforts. Such costs included in this process include advertising, promotional give-a-ways, press releases, print and media publications, appearances, salary for staff members, etc.

B. BRAND FUND

Recognizing the value of advertising and marketing to the goodwill and public image of Facial Bars and the Franchise System generally, we have established and administer and control a brand fund (the "Brand Fund") for the advertising, marketing, and public relations programs and materials we deem appropriate. You agree to contribute the Brand Fund Fee to the Brand Fund in the amount we periodically specify, which will not exceed two percent (2%) of Gross Sales, and shall be payable in the same manner as the Royalty Fee (or in such other manner as we periodically prescribe). Facial Bars that we or our affiliates own will contribute to the Brand Fund on the same basis as our franchisees. The current Brand Fund Fee that you are required to pay at the time of execution of this Agreement is set forth on Exhibit A or Alternative Exhibit A, as applicable.

We will designate all programs that the Brand Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing and producing video, audio and written materials and electronic media and using social media; maintaining and administering one or more System Websites (as defined below); administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, radio and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; and supporting public relations, market research and other advertising, promotion and marketing activities. The Brand Fund periodically may give you samples of advertising, marketing

and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling and storage charges.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the Brand Fund and its programs, including conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for Brand Fund contributions. The Brand Fund will not be our asset. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

We intend the Brand Fund to maximize recognition of the Marks and patronage of Facial Bars. Although we will try to use the Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Facial Bars, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions by Facial Bars operating in that geographic area or that any Facial Bar benefits directly or in proportion to its Brand Fund contribution from the development or placement of advertising and marketing materials. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Brand Fund contributions at the Brand Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in this Subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Brand Fund.

We may at any time defer or reduce the Brand Fund contributions of a Facial Bar franchisee and, upon thirty (30) days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will distribute all unspent monies to our then existing franchisees, and to us and our affiliates, in proportion to their, and our, respective Brand Fund contributions during the preceding twelve (12) fiscal month period.

C. ADVERTISING COOPERATIVES

You understand that we may designate a geographic area in which two (2) or more Facial Bars are located as an area for an advertising cooperative (a "Cooperative"). The Cooperative's members in any area are the owners of all of the Facial Bars operating in that area (including us or our affiliates, if applicable). Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. We may change, dissolve and merge Cooperatives. Each Cooperative's purpose is, with our approval, to administer

advertising programs and develop advertising, marketing and promotional materials for the area that the Cooperative covers. If, as of the time that you sign this Agreement on the Effective Date, we have established a Cooperative for the geographic area in which the Facial Bar is located, or if we establish a Cooperative in that area during this Agreement's term, you shall sign the documents we require to become a member of the Cooperative and to participate in the Cooperative as those documents require. In addition to your Brand Fund Fee payable to us, you shall contribute to the Cooperative the amounts determined by the Cooperative, subject to our approval. All material decisions of the Cooperative, including contribution levels (which also require our approval), will require the affirmative vote of at least fifty-one percent (51%) of all Facial Bars operating within the Cooperative's area (including, if applicable, those operated by us and our affiliates), with each Facial Bar receiving one (1) vote. You shall submit to us and the Cooperative any reports that we or it requires. The Cooperative will operate solely to collect and spend Cooperative contributions for the purposes described above. The Cooperative and its members may not use any advertising, marketing or promotional programs or materials without our prior written consent.

D. REQUIRED LOCAL ADVERTISING BY FRANCHISEE

Franchisee is required to spend, at minimum, during the first year of opening your Facial Bar, a minimum amount of 1.5% of Gross Sales each year of your franchise term on local advertising, marketing and promotional programs for your Facial Bar (the "Local Marketing Minimum"). All Facial Bars, even those owned by us or our affiliated, are required to spend the Local Marketing Minimum. You must initiate local grass-roots advertising campaigns which may include, but is not limited to mailing out flyers, placing advertisements in local newspapers and magazines, and running ads in other forms of local media including radio. All such advertising fees and costs shall be paid directly to third-party advertisers. You are required to keep accurate books and records on the amounts spent on direct local advertising, and we may request proof that such amounts are being spent each year. You may only advertise and market your Facial Bar within the Protected Territory, unless a particular medium used by you naturally reaches more than one territory at a time (for example, social media accounts, television or radio ads, newspapers or online targeted ads).

You must participate in any other promotional and advertising programs that we establish. We implement promotions such as discount coupons, certificates, frequent customer cards, special offering promotions, gift cards and other activities intended to enhance customer awareness of the System and build traffic at Oasis Facial Bars on a national, regional or local level. We may establish procedures and regulations related to these promotions in the Operations Manual and you must honor and participate in these programs in accordance with such procedures and regulations specified by Franchisor in the Operations Manual or otherwise in writing.

Franchisee agrees that Franchisee advertising, promotion and marketing will be completely clear, factual and not misleading and conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that Oasis Face Bar prescribes from time to time and pursuant to the terms and conditions set forth herein.

E. ADVERTISING MATERIALS; STANDARDS

You may use any promotional materials that we provide to you for your grand opening and on-going marketing efforts. You may not develop advertising materials for your own use, unless we have previously approved such materials and/or the third party supplier who is creating the materials. If you develop advertisement materials, you must provide a copy of the materials to us for our review and approval (in writing) before you use the advertising materials. You may not use any advertising, promotional, or marketing material that we have not approved or which we have disapproved. If we later determine that your marketing materials do not satisfy our then-current advertising and promotional standards, you must immediately cease using those materials upon written notice from us. Your (and your Cooperative's) advertising, promotion and marketing shall be completely clear, factual and not misleading and conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time.

Before engaging an agent or agency to provide advertising, promotions or marketing services to Franchisee, Franchisee must first submit to Oasis Face Bar written notice of Franchisee's intention to retain such agent or agency and provide Oasis Face Bar with information regarding such agent's or agency's qualifications as Oasis Face Bar deems necessary. Oasis Face Bar reserves the right to approve or disapprove the use of such agent or agency by Franchisee.

Oasis Face Bar assumes no liability to Franchisee, or any other party, due to Oasis Face Bar's approval or disapproval of any advertising, marketing, or promotional materials or programs, and Franchisee is responsible for ensuring that all such materials, programs, and efforts which Franchisee uses and implements comply with all applicable laws, ordinances and regulations.

F. SYSTEM WEBSITES

We or one or more of our designees has established a website to advertise, market, and promote the Franchise System, Facial Bars and the products and services that the Facial Bars offer and sell (the "System Website"). You must give us the information and materials that we periodically request. We will own all intellectual property and other rights in the System Website and all information it contains (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We may implement and periodically modify Operating Standards relating to the System Website. We may also, at our option, discontinue any or all System Websites at any time. We may, but need not, give you a separate interior webpage or micro-site ("Micro-Site") (accessible only through the System Website) referencing your Facial Bar and/or otherwise allow you to participate in the System Website. Only we may develop a Micro-Site for you.

We will own and operate the main social media accounts, and their respective domains, for all Facial Bars in the Franchise System, including but not limited to accounts on Facebook, X (Twitter), Instagram, Snapchat, Bluesky, Threads, LinkedIn, TikTok, etc. You may not advertise or promote your Facial Bar over the internet, social media or through other forms of electronic or digital media without our prior written consent, which can withhold for any or no reason. If we provide consent to you, you may be permitted to operate a Facebook account for your local Facial Bar. The operation of such account must be pursuant to our standards, specifications and

requirements set forth in the Operations Manual and any social media policy, and such account must designate the location of your Facial Bar (i.e "Oasis Face Bar Columbus"). We have the right, in our sole discretion, to take down any content on your local account. You shall immediately terminate the use and delete any accounts using the Marks and associated with your Facial Bar upon the expiration or earlier termination of this Agreement.

All advertising, marketing and promotional materials that you develop for the Facial Bar must contain notices of the System Website's domain name in the manner Oasis Face Bar designates. Other than the operation of your individual account on social media, you shall not market or advertise on the internet or any social media interface or format, including but not limited to Facebook or Twitter, unless you have received prior written consent from us to do so and you follow our guidelines regarding the use of such social media site and applications. You acknowledge and agree that any goodwill of the brand and Marks generated from your social media presence and interface shall be the property of us.

You may not develop, maintain or authorize any website, other online presence, or other electronic medium that mentions or describes Franchisee or the Facial Bar or displays any of the Marks. You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the internet.

Franchisee shall not market the Franchise or solicit for students on the internet or any social media interface or format, including but not limited to Facebook or Twitter, without our prior approval. Franchisee agrees that Franchisee advertising, promotion and marketing will be completely clear, factual, and not misleading and conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that Oasis Face Bar prescribes from time to time.

Nothing in this Section 9.F shall limit Oasis Face Bar rights to maintain websites other than the System Website or to offer and sell products under the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to Franchisee.

10. RECORDS, REPORTS AND FINANCIAL STATEMENTS

Franchisee agrees to establish and maintain at Franchisee's own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats Oasis Face Bar prescribes from time to time. Oasis Face Bar may require Franchisee to use a Computer System to maintain certain records, sales and expense data and other information, in such formats as Oasis Face Bar periodically prescribes, and to transmit that data and information to Oasis Face Bar on a schedule Oasis Face Bar periodically prescribes. Franchisee shall abide by Oasis Face Bar's data privacy policies. Franchisee also must, at Franchisee's expense, maintain the Computer System and purchase the hardware and software Oasis Face Bar designates in order to allow Oasis Face Bar unlimited, independent access to, and the ability to download, all information in Franchisee's Computer System at any time. Franchisee agrees to give Oasis Face Bar in the manner and format that Oasis Face Bar periodically prescribes in the Operations Manual.

Franchisee agrees to verify and sign each report and financial statement in the manner Oasis Face Bar prescribes. Oasis Face Bar may disclose data derived from these reports, although

Oasis Face Bar will not (without Franchisee consent) disclose Franchisee's identity in connection with that data in any materials that Oasis Face Bar circulates publicly. If Franchisee ever receives formal notice from Oasis Face Bar of Franchisee's failure to comply with Franchisee's reporting or payment obligations under this Agreement, Oasis Face Bar may require Franchisee to have audited financial statements prepared annually at Franchisee's expense during the remainder of the term of this Agreement.

You acknowledge and agree that the financial data of your Facial Bar (i) is owned by Oasis Face Bar, (ii) is Oasis Face Bar's proprietary information, (iii) may be published in franchise disclosure document(s) issued by Oasis Face Bar following the Effective Date hereof, and (iv) may be shared with other franchisees in the System.

11. INSPECTIONS AND AUDITS

A. OUR RIGHT TO INSPECT

To determine whether Franchisee and the Facial Bar are complying with this Agreement and all Operating Standards, Oasis Face Bar and Oasis Face Bar's designated agents and representatives may at all times and without prior notice to Franchisee:

(1) inspect the Facial Bar, including with respect to safety, structural and electrical safety as well as cleanliness and sanitary conditions;

(2) monitor and review the facials, services and activities provided to customers at the Facial Bar pursuant to the Operating Standards;

(3) observe, photograph, and videotape the Facial Bar's operation for consecutive or intermittent periods Oasis Face Bar deems necessary;

(4) interview the Facial Bar's personnel and customers solely for purposes to ensure the Operating Standards are being followed; and

(5) inspect and copy any books, records and documents relating to the Facial Bar's operation.

Franchisee agrees to cooperate with Oasis Face Bar fully. If Oasis Face Bar exercises any of these rights, Oasis Face Bar will use commercially reasonable efforts not to interfere unreasonably with the Facial Bar's operation. Franchisee agrees to present to Franchisee customers the evaluation forms that Oasis Face Bar periodically prescribes and to participate and/or request Franchisee customers to participate in any surveys performed by or for Oasis Face Bar.

B. OUR RIGHT TO AUDIT

Oasis Face Bar may at any time during Franchisee business hours, and without prior notice to Franchisee, examine the Facial Bar's business, bookkeeping and accounting records, sales and income tax records and returns, and other records. Franchisee agrees to cooperate fully with Oasis Face Bar representatives and independent accountants in any inspection or audit. If any inspection or audit discloses an understatement of the Oasis Face Bar Royalty Fees, Franchisee must pay,

within fifteen (15) days after receiving the inspection or audit report, the Royalty Fee, and any other amounts due on the amount of the understatement, plus interest (in the amount described in the Operations Manual) from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to Franchisee's failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if Oasis Face Bar's examination reveals a Royalty Fee understatement exceeding two percent (2%) of the amount that Franchisee actually reported to Oasis Face Bar for the period examined, Franchisee agrees to reimburse Oasis Face Bar for the cost of Oasis Face Bar's examination, including the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of Oasis Face Bar employees. These remedies are in addition to Oasis Face Bar's other remedies and rights under this Agreement and applicable law.

12. TRANSFER

A. BY OASIS FACE BAR

Franchisee acknowledges that Oasis Face Bar maintains a staff to manage and operate the Franchise System and that staff members can change as employees come and go. Franchisee represents that Franchisee has not signed this Agreement in reliance on any owner's, director's, officer's or employee's remaining with Oasis Face Bar in that capacity. Oasis Face Bar may change Oasis Face Bar's ownership or form and/or assign this Agreement and any other agreement without restriction. Oasis Face Bar has unrestricted rights to assign, and Oasis Face Bar may assign without Franchisee's approval. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to Oasis Face Bar's interest in it.

B. BY FRANCHISEE

Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or, if Franchisee is an Entity, to Franchisee owners) and that Oasis Face Bar has granted Franchisee the Franchise in reliance upon Oasis Face Bar's perceptions of Franchisee's (or Franchisee owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither: (i) this Agreement (or any interest in this Agreement); (ii) the Facial Bar's (or any right to receive all or a portion of the Facial Bar's profits or losses or any capital appreciation relating to the Facial Bar); (iii) all or substantially all of the Operating Assets; nor (iv) any ownership interest in Franchisee (if Franchisee is an Entity) may be transferred without Oasis Face Bar's prior written approval. A transfer of the Facial Bar's and the Operating Assets' ownership, possession or control may be made only with a transfer of this Agreement. Any transfer without Oasis Face Bar approval is a breach of this Agreement and has no effect. In this Agreement, the term "transfer" includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition, and includes the following events:

(1) transfer of record or beneficial ownership of capital stock, a partnership or membership interest, or any other ownership interest or right to receive all or a portion of Franchisee profits or losses or any capital appreciation relating to Franchisee or the Facial Bar;

(2) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests;

(3) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other agreement granting the right to exercise or control the exercise of the voting rights of any owner or to control Franchisee operations or affairs;

(4) transfer of an interest in Franchisee, this Agreement, the Operating Assets or the Facial Bar (or any right to receive all or a portion of Franchisee's or the Facial Bar's profits or losses or any capital appreciation relating to Franchisee or the Facial Bar) in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if Franchisee or one of Franchisee's owners dies, transfer of an interest in Franchisee, this Agreement, the Operating Assets or the Facial Bar (or any right to receive all or a portion of Franchisee or the Facial Bar's profits or losses or any capital appreciation relating to Franchisee or the Facial Bar) by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any interest in this Agreement, the Facial Bar, or an ownership interest in Franchisee; foreclosure upon or attachment or seizure of the Facial Bar or any of its Operating Assets; or Franchisee transfer, surrender or loss of the Facial Bar's possession, control or management.

C. CONDITIONS FOR APPROVAL OF TRANSFER

If Franchisee is in full compliance with this Agreement, then, subject to the other provisions of this Section 12, Oasis Face Bar may, but shall not be obligated to, approve a transfer that meets all the requirements in this Subsection. A non-controlling ownership interest in Franchisee (determined as of the date on which the proposed transfer will occur) may be transferred if the proposed transferee and its direct and indirect owners are of good moral character, have no interest in and do not perform services for a competing business and otherwise meet Oasis Face Bar's then applicable standards for a Facial Bar. If the proposed transfer is of this Agreement or a controlling interest in Franchisee, or is one of a series of transfers (regardless of the period of time over which these transfers take place) which in the aggregate transfer this Agreement or a controlling interest in Franchisee, then all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) Oasis Face Bar determines, in Oasis Face Bar's sole and absolute discretion, that the transferee (and, if applicable, its direct and indirect owners) has sufficient business experience, aptitude and financial resources to operate the Facial Bar;

(2) Franchisee has paid all required Royalty Fees, and other amounts owed to Oasis Face Bar and Oasis Face Bar affiliates, have submitted all required reports and statements and are not in violation of any provision of this Agreement or any other agreement with Oasis Face Bar or Oasis Face Bar affiliates;

(3) neither the transferee nor its owners or affiliates operates, has an ownership interest in or performs services for a competing business;

(4) the transferee (or its Operating Partner) and its management personnel satisfactorily complete Oasis Face Bar's training program;

(5) the transferee (and each of its owners) signs Oasis Face Bar's then current form of Franchise Agreement and related documents, the provisions of which (including the Royalty Fee and/or Brand Fund Fee) may differ materially from any and all of those contained in this Agreement, except for the term, which shall be the then remaining term of this Agreement;

(6) Franchisee or the transferee pays Oasis Face Bar the Transfer Fee;

(7) Franchisee (and Franchisee transferring owners) sign a general release, in a form satisfactory to Oasis Face Bar, of any and all claims against Oasis Face Bar and Oasis Face Bar affiliates and Oasis Face Bar and their respective owners, officers, directors, employees, representatives, agents, successors and assigns;

(8) Oasis Face Bar has determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Facial Bar;

(9) if Franchisee or Franchisee's owners finance any part of the purchase price, Franchisee and Franchisee's owners agree that all of the transferee's obligations under promissory notes, agreements or security interests reserved in the Facial Bar are subordinate to the transferee's obligation to pay Royalty Fees, Brand Fund Fees, and other amounts due to Oasis Face Bar and otherwise to comply with this Agreement;

(10) Franchisee and Franchisee transferring owners (and members of Franchisee and their Immediate Families) agree, for three (3) years beginning on the transfer's effective date, not to engage in any of the activities proscribed in Section 14.D below; and

(11) Franchisee and Franchisee transferring owners will not directly or indirectly at any time thereafter or in any manner (except with respect to other Facial Bars which Franchisee owns and operates): (a) identify Franchisee or Franchisee transferring owners or any business as a current or former Facial Bar owner or as one of Oasis Face Bar's franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or other indicia of a Facial Bar in any manner or for any purpose; or (c) utilize for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with Oasis Face Bar.

If the proposed transfer is to or among Franchisee owners or Immediate Family members, then Subsection (6) will not apply, although Franchisee must reimburse Oasis Face Bar for the costs Oasis Face Bar incurs in the transfer, up to the amount of the Transfer Fee. Oasis Face Bar may review all information regarding the Facial Bar that Franchisee gives the transferee and give the transferee copies of any reports that Franchisee has given Oasis Face Bar or Oasis Face Bar has made regarding the Facial Bar.

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

Despite Subsection C above, if Franchisee is in full compliance with this Agreement and after first giving written notice to Oasis Face Bar, Franchisee may transfer this Agreement and the Franchise, together with the Operating Assets and all other assets associated with the Facial Bar, to a corporation or limited liability company which conducts no business other than the Facial Bar and, if applicable, other Facial Bars and of which Franchisee owns and controls one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Facial Bar's assets are owned, and the Facial Bar's business is conducted, only by that single Entity. Transfers of ownership interests in that Entity are subject to restrictions in Subsection C above, and all certificates or other documents representing ownership interests in that Entity must bear the legend Oasis Face Bar designates referencing these restrictions. Franchisee and all owners of any ownership interest in that Entity from time to time agree to remain personally liable under this Agreement as if the transfer to the Entity did not occur and must sign Guaranty and Assumptions of Obligations Agreement that Oasis Face Bar periodically specifies, a copy of the current agreement is attached hereto as Exhibit C, to evidence such personal liability.

E. DEATH OR DISABILITY

(1) Transfer Upon Death or Disability

Upon the Operating Partner's or a Franchisee owner's death or disability, Franchisee or the owner's executor, administrator, conservator, guardian or other personal representative (the "Representative") must transfer such Franchisee's interest in this Agreement, the Operating Assets and the Facial Bar, or ownership interest in Franchisee, to a party approved by Oasis Face Bar. That transfer (including transfer by bequest or inheritance) must occur, subject to Oasis Face Bar rights under this Subsection E, within a reasonable time, not to exceed twelve (12) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. Failure to transfer such interest within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Operating Partner from supervising the Facial Bar's management and operation for ninety (90) or more consecutive days.

(2) Operation Upon Death or Disability

If, upon Franchisee owner's or the Operating Partner's death or disability, a trained manager who Oasis Face Bar approves is not managing the Facial Bar's day-to-day operations, then the Representative must within a reasonable time, not to exceed thirty (30) days from the date of death or disability, appoint a general manager approved by Oasis Face Bar to operate the Facial Bar. The general manager must at Franchisee's expense satisfactorily complete the training that Oasis Face Bar designates within the time period Oasis Face Bar specifies.

If, in Oasis Face Bar's judgment, the Facial Bar is not being managed properly any time after Franchisee or the Operating Partner's death or disability, Oasis Face Bar may,

but need not, assume the Facial Bar's management. All funds from the Facial Bar's operation while Oasis Face Bar assumes its management will be kept in a separate account, and all of the Facial Bar's expenses will be charged to this account. Oasis Face Bar may charge Franchisee (in addition to the Royalty Fee and Brand Fund Fees due under this Agreement) the Management Fee plus Oasis Face Bar's direct out-of-pocket costs and expenses, if Oasis Face Bar assumes the Facial Bar's management under this subparagraph. Oasis Face Bar has a duty to utilize only reasonable efforts and will not be liable to Franchisee for any debts, losses or obligations the Facial Bar incur, or to any of Franchisee's creditors for any products or services the Facial Bar purchases, while Oasis Face Bar manages it.

(3) **Option to Purchase**

If Oasis Face Bar assumes the Facial Bar's management under the terms of the previous paragraph, then Oasis Face Bar may, at Oasis Face Bar's option exercisable by delivering written notice to the Representative at any time during Oasis Face Bar's management of the Facial Bar, elect to purchase Franchisee's interest in the Facial Bar and those Operating Assets and Products that Oasis Face Bar designates. Oasis Face Bar has the unrestricted right to assign this option to purchase (and in such case, any reference to "Oasis Face Bar" shall mean Oasis Face Bar or its assignee). Oasis Face Bar is entitled to all customary representations, warranties and indemnities in Oasis Face Bar's asset purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Facial Bar's or Franchisee's business prior to the closing of Oasis Face Bar's purchase.

The purchase price for the interest in the Facial Bar, including Franchisee's rights under this Agreement and those Operating Assets Oasis Face Bar designates, shall be their fair market value or an amount equal to the a bona fide third-party offer. However, the purchase price will not include any value for goodwill attributable to the Marks, Oasis Face Bar brand image, or other intellectual property.

If Oasis Face Bar and the Representative cannot agree on fair market value, fair market value will be determined by a mutually agreeable independent appraiser, whom in acting as an appraiser will be bound by the criteria specified in the previous subparagraph. The Representative and Oasis Face Bar will share equally the fees and expenses of the appraiser. Within thirty (30) days after Oasis Face Bar delivers Oasis Face Bar's notice of exercise to Franchisee, the appraiser shall determine and notify Franchisee and Oasis Face Bar of its determination of the fair market value. The appraiser's determination shall be the purchase price..

Oasis Face Bar will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined, although Oasis Face Bar may decide after the purchase price is determined not to complete the purchase. Oasis Face Bar may set off against the purchase price, and reduce the purchase price by, any and all amounts Franchisee owes Oasis Face Bar or Oasis Face Bar affiliates. At the closing, the

Representative must deliver instruments transferring to Oasis Face Bar: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Oasis Face Bar), with all sales and transfer taxes paid by Franchisee; and (b) all of the Facial Bar's licenses and permits which may be assigned or transferred.

If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. Franchisee and/or Representative further agrees to sign general releases, in a form satisfactory to Oasis Face Bar, of any and all claims against Oasis Face Bar and Oasis Face Bar affiliates and their respective owners, officers, directors, employees, agents, representatives, successors and assigns. If Oasis Face Bar exercises Oasis Face Bar's rights under this Subsection 3, then for three (3) years beginning on the closing date, Franchisee and Franchisee owners (and members of Franchisee and their Immediate Families) will be bound by the non-competition covenant contained in Subsection 14.D below.

F. EFFECT OF CONSENT TO TRANSFER

Oasis Face Bar's consent to any transfer is not a representation of the fairness of the terms of any contract between Franchisee and the transferee, a guarantee of the Facial Bar's or transferee's prospects of success, or a waiver of any claims Oasis Face Bar has against Franchisee (or Franchisee owners) or of Oasis Face Bar's right to demand the transferee's full compliance with this Agreement's terms or conditions.

G. OUR RIGHT OF FIRST REFUSAL

If Franchisee or any of Franchisee's owners at any time determines to sell or transfer for consideration an interest in this Agreement and the Facial Bar (or all or substantially all of its Operating Assets) or a controlling ownership interest in Franchisee, Franchisee agrees to obtain from a responsible and fully disclosed buyer, and send Oasis Face Bar, a true and complete copy of a bona fide, executed written offer relating exclusively to an interest in Franchisee or this Agreement and the Facial Bar. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments) and the proposed transaction must relate exclusively to an interest in this Agreement and the Facial Bar (or all or substantially all of its Operating Assets) or a controlling interest in Franchisee and not to any other interests or assets.

Oasis Face Bar may, by delivering written notice to Franchisee within fifteen (15) days after Oasis Face Bar receives both an exact copy of the offer and all other information Oasis Face Bar requests, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (1) Oasis Face Bar may substitute cash for any form of payment proposed in the offer; (2) Oasis Face Bar credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than thirty (30) days after notifying Franchisee of Oasis Face Bar's election to purchase or, if later, the closing date proposed in the offer; and (4) Oasis Face Bar must receive, and Franchisee and Franchisee's owners agree to make, all customary

representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in a legal entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Facial Bar or Franchisee business prior to the closing of Oasis Face Bar's purchase.

If Oasis Face Bar exercises Oasis Face Bar's right of first refusal, Franchisee and Franchisee's owners agree that, for three (3) years beginning on the closing date, Franchisee or the transferring owners (and members of Franchisee or their Immediate Families) will be bound by the non-competition covenant contained in Section 14.D below. Oasis Face Bar may assign freely its right of first refusal hereunder to any other person or entity (and in such case, any reference to "Oasis Face Bar" shall mean Oasis Face Bar or its assignee).

If Oasis Face Bar does not exercise Oasis Face Bar's right of first refusal, Franchisee or Franchisee's owners may complete the sale to the proposed buyer on the original offer's terms, subject to Oasis Face Bar's approval of the transfer as provided in Subsections B and C above. If Franchisee does not complete the sale to the proposed buyer within sixty (60) days after Oasis Face Bar notifies Franchisee that Oasis Face Bar does not intend to exercise Oasis Face Bar's right of first refusal, or if there is a material change in the terms of the sale or identity of the buyer (which Franchisee must disclose to Oasis Face Bar promptly), Oasis Face Bar will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or Oasis Face Bar's receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at Oasis Face Bar's option.

13. TERMINATION OF AGREEMENT

A. FRANCHISEE'S RIGHT TO TERMINATE

Except as otherwise provided by law, Franchisee may not terminate this Agreement.

B. FOUR RIGHT TO TERMINATE UPON NOTICE

Oasis Face Bar may terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if:

(a) you fail to locate and secure an acceptable premises for the Approved Location for your Facial Bar within one hundred fifty (150) days from the date of execution of this Agreement;

(b) Franchisee or any of Franchisee's owners has made or make a material misrepresentation or omission in acquiring the Franchise or operating the Facial Bar;

(c) Franchisee, Franchisee's Operating Partner, Lead Esthetician or other personnel that Oasis Face Bar requires to attend Oasis Face Bar initial training

program do not satisfactorily complete that training, and such persons have failed to complete that training to Franchisor's satisfaction within thirty (30) days after Franchisor delivers written notice of such unsatisfactory training to Franchisee;

(d) Franchisee fails actively to operate the Facial Bar which includes a failure to do any of the following: (i) the Operating Partner(s) fail to satisfy its obligation to the Facial Bar pursuant to Sections 1.C and 8.E; or (ii) except for closures for pre-determined holidays and emergency situations in which your state-licenses and permits require closure of the Facial Bar, failure to operate the Facial Bar or offer its core services Friday during the minimum required hours for operations as set forth in the Operating Standards;

(e) Franchisee surrenders or transfers control of the Facial Bar's operation without our prior written consent;

(f) Franchisee or any of Franchisee's owners is convicted by a trial court of, or pleads no contest to, a felony or any other crime involving moral turpitude, deceit or falsification;

(g) Franchisee fails to maintain the insurance Oasis Face Bar requires from time to time and/or Franchisee fails to provide Oasis Face Bar with proof of such insurance as required herein;

(h) Franchisee interferes with Oasis Face Bar's right to inspect the Facial Bar or observe its operation, as provided in Section 11 of this Agreement;

(i) Franchisee or any of Franchisee's owners engage in any dishonest, unethical or illegal conduct which, in Oasis Face Bar's opinion, adversely affects the Facial Bar's reputation, the reputation of other Facial Bars or the goodwill associated with the Marks;

(j) Franchisee or any of Franchisee's owners make an unauthorized transfer of an ownership interest in Franchisee, this Agreement, all or substantially all of the Operating Assets, the Facial Bar or the right to receive all or any part of Franchisee's or the Facial Bar's profits or losses or any capital appreciation relating to Franchisee or the Facial Bar;

(k) any other franchise agreement or other agreement between Oasis Face Bar (or any of Oasis Face Bar's affiliates) and Franchisee (or any of Franchisee's owners or affiliates) is terminated before its term expires, regardless of the reason;

(l) any license or permit necessary for the Facial Bar's proper operation is suspended, revoked or not renewed, and Franchisee does not obtain the necessary license or permit within thirty (30) days after the suspension, revocation, or non-renewal;

(m) Franchisee or any of Franchisee's owners breach Section 6 or Section 7 of this Agreement or otherwise knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(n) Franchisee fails to pay when due any federal, state or local income, service, sales or other taxes due on the Facial Bar's operation, or repeatedly fails to make or delays making payments to Franchisee suppliers or lenders, unless Franchisee is in good faith contesting Franchisee liability for these taxes or payments;

(o) Franchisee understates the Facial Bar's Gross Sales (i) two (2) times or more during the Agreement's term, or (ii) by more than two percent (2%) on any one occasion;

(p) Franchisee or any of Franchisee's owners fail on three (3) or more separate occasions within any twelve (12) consecutive month period to submit when due reports or other data, information or supporting records, pay when due any amounts due to Oasis Face Bar (or Oasis Face Bar affiliates), or otherwise comply with any one or more obligations under this Agreement, whether or not any of these failures are corrected after Oasis Face Bar delivers written notice to Franchisee and whether or not any of these failures involve the same or different obligations under this Agreement;

(q) Franchisee or any of Franchisee's owners fail on two (2) or more separate occasions within any six (6) consecutive month period, or on three (3) or more separate occasions within any thirty-six (36) consecutive month period, to comply with the same obligation under this Agreement, whether or not any of these failures are corrected after Oasis Face Bar delivers written notice to Franchisee;

(r) Franchisee fails, after the first full year of operation, to meet or exceed a minimum Gross Sales of Twelve Thousand Dollars ($12,000) per month for three (3) consecutive months;

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

(t) Franchisee fails to pay Oasis Face Bar (or Oasis Face Bar affiliates) any amounts due (including, without limitation, any amounts due pursuant to

Section 15) and does not correct the failure within ten (10) days after Oasis Face Bar delivers written notice of that failure to Franchisee;

(u) Franchisee defaults on the Promissory Note, if it was executed in connection with the payment of the Initial Franchise Fee, in accordance with the terms contained therein;

(v) Franchisee fails to comply with any other provision of this Agreement or any mandatory Operating Standard and does not correct the failure within forty-five (45) days after Oasis Face Bar delivers written notice of the failure to Franchisee; or

(w) If Franchisee becomes insolvent or adjudicated bankrupt, or any action is taken by Franchisee, or by others against the Franchisee under any insolvency, bankruptcy, or reorganization act (subject to federal bankruptcy law); or if the Franchisee makes an assignment for the benefit of creditors or a receiver is appointed for the Franchisee.

C. OUR RIGHT TO TERMINATE FOLLOWING AN INSPECTION

We shall have the right to conduct periodic inspections of your Facial Bar to evaluate your compliance with our Operating Standards and this Agreement. Following each inspection, we will provide you with an inspection report listing your score on the inspection and those conditions at the Facial Bar that must be rectified. If you fail to achieve a passing score on an inspection, the inspection report shall constitute a notice of default of this Agreement. If you fail to achieve a passing score on the next inspection (which shall be conducted at least ten (10) days, or more, after your receipt of the inspection report for the prior inspection), we may terminate this Agreement, without opportunity to cure, by providing you written notice of termination along with the inspection report.

D. EARLY TERMINATION DAMAGES

Upon the early termination of this Agreement, regardless if you default on your obligations and we terminate this Agreement prior to the expiration of the Term of this Agreement or you terminate this Agreement in violation of Section 13.A, it is hereby agreed by the parties that the amount of damages for lost profits and revenues owed to the Franchisor which we would incur due to any such termination of this Agreement would be difficult, if not impossible, to accurately ascertain. Accordingly, within thirty (30) days following such termination, you and your owners (and/or guarantors) shall pay to us an amount equal to the average Royalty Fee plus Brand Fund Fee that you owed for the one-year period prior to termination (or, if the Facial Bar was open for less than a year, the average of the fees owed for the number of months the Facial Bar has been operating) multiplied by the lesser of four (4) or the number of years (including any partial year) remaining in the Term of this Agreement. These early termination damages shall constitute liquidated damages and are not to be construed as a penalty and shall be the joint and several liability of you and your owners (and/or guarantors).

The parties acknowledge and agree that: **(a)** the early termination damages are a reasonable estimation of the damages that would be incurred by us resulting from or arising out of the premature termination of this Agreement given the circumstances and the expectations of the parties; and **(b)** your payment of such early termination damages is intended to fully compensate us only for any and all damages related to or arising out of the premature termination of this Agreement by us for lost profits and revenue that Franchisor would have received had it received the benefit of its bargain under this Agreement had it not been terminated prematurely, and such payment of damages shall not constitute an election of remedies (except as provided below), waiver of any default under this Agreement, nor waiver of our claim for other damages and/or equitable relief arising out of your breach of this Agreement; and **(c)** the parties have expressly bargained for this Section 13.D. as an essential part of the consideration for this Agreement and agree that the calculation of early termination damages as provided under this section is compensatory and not a penalty. Should we seek damages against you for lost profits or lost revenues (i.e. lost future royalties) upon an early termination of this Agreement, such damages shall be calculated exclusively pursuant to the terms of this Section 13.D. We are not required to impose early termination damages and may, in addition or in lieu thereof, pursue other remedies available to us under the terms and conditions of this Agreement, in equity or at law in the event of your default under this Agreement, including, without limitation, actual damages incurred by us, if such can be ascertained, provided that the same are not for lost profits or lost revenues (i.e. lost future royalties). Except as otherwise provided above for damages relating to lost profits or revenues, all such remedies shall be cumulative and non-exclusive.

14. PARTIES' RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

A. PAYMENT OF AMOUNTS OWED

Franchisee agrees to pay within fifteen (15) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, the Royalty Fees, Brand Fund Fees, interest and all other amounts owed to Oasis Face Bar, Oasis Face Bar affiliates or Oasis Face Bar or their franchisees which then are unpaid, including Oasis Face Bar's damages arising from the termination of this Agreement. You shall reimburse all Oasis Face Bar's costs and expenses, including but not limited to attorneys' fees, incurred by Oasis Face Bar as a result of your default, including costs in connection with collection of any amounts owed to Oasis Face Bar and/or enforcement of Oasis Face Bar's rights under this Agreement.

B. DE-IDENTIFICATION

When this Agreement expires or is terminated for any reason:

(1) Franchisee and Franchisee's owners shall not directly or indirectly at any time thereafter or in any manner (except in connection with other Facial Bars Franchisee owns and operates): (a) identify Franchisee or any business as a current or former Facial Bar or as one of Oasis Face Bar's franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or other indicia of a Facial Bar in any manner or for any purpose; or (c) use

for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with Oasis Face Bar;

(2) Franchisee agrees to take the action required to cancel all fictitious or assumed names or equivalent registrations relating to Franchisee's use of any Mark;

(3) if Oasis Face Bar does not exercise the option under Subsection E below, Franchisee agrees to deliver to Oasis Face Bar within thirty (30) days all signs, sign faces, advertising, marketing and promotional materials, forms, and other materials containing any Mark or otherwise identifying or relating to a Facial Bar that Oasis Face Bar requests and allow Oasis Face Bar, without liability to Franchisee or third parties, to remove these items from the Facial Bar;

(4) if Oasis Face Bar does not exercise the option under Subsection E below, within ten (10) days after that option expires or Oasis Face Bar notifies Franchisee of Oasis Face Bar's decision not to exercise the option, Franchisee must, at Franchisee's own expense, make the alterations Oasis Face Bar specifies to distinguish the Facial Bar clearly from its former appearance and from other Facial Bars in order to prevent public confusion;

(5) if applicable, notify all search engines of the termination or expiration of Franchisee's right to use all domain names and websites associated directly or indirectly with the Marks or the Facial Bar and authorize the transfer to Oasis Face Bar or Oasis Face Bar's designee of all rights to such domain names and websites. Oasis Face Bar has the absolute right and interest in and to all domain names and websites associated directly or indirectly with the Marks or the Facial Bars, and Franchisee authorizes Oasis Face Bar to direct all applicable parties to transfer such domain names and websites to Oasis Face Bar or Oasis Face Bar's designee if this Agreement expires or is terminated for any reason whatsoever. All parties may accept this Agreement as conclusive of Oasis Face Bar's right to such domain names and websites and this Agreement will constitute the authority from Franchisee for all parties to transfer all such domain names and websites to Oasis Face Bar;

(6) Franchisee agrees to notify the telephone company and all telephone directory publishers of the termination or expiration of Franchisee's right to use any telephone, telecopy or other numbers and telephone directory listings associated with any Mark or the Facial Bars, authorize the transfer of these numbers and directory listings to Oasis Face Bar or at Oasis Face Bar's direction, and/or instruct the telephone company to forward all calls made to Franchisee numbers to Oasis Face Bar specified numbers. If Franchisee fails to do so, Oasis Face Bar may take whatever action and sign whatever documents Oasis Face Bar deems appropriate on Franchisee's behalf to effect these events;

(7) Franchisee agrees to immediately transfer to Oasis Face Bar all data-bases and directories, whether in hard-copy or electronic form, which relate in any way to customers of the Facial Bar without retaining any copies of or rights to the same; and

(8) Franchisee agrees to give Oasis Face Bar, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to Oasis Face Bar of Franchisee's compliance with these obligations.

C. CONFIDENTIAL INFORMATION

Franchisee agrees that, when this Agreement expires or is terminated, Franchisee will immediately cease using any of Oasis Face Bar's Confidential Information in any business or otherwise and return to Oasis Face Bar all copies of the Operations Manual and any other confidential materials that Oasis Face Bar has loaned Franchisee. Franchisee may not sell trade or otherwise profit in any way from any Confidential Information (including customer names, addresses, telephone numbers and related information) at any time following the expiration or termination of this Agreement.

D. COVENANT NOT TO COMPETE

Upon termination of this Agreement for any reason or expiration of this Agreement, Franchisee agrees that, for two (2) years beginning on the effective date of termination or expiration or the date on which all persons restricted by this Subsection begin to comply with this Subsection, whichever is later, neither Franchisee nor any of Franchisee's direct or indirect owners, nor any member of Franchisee Entity or their Immediate Families, will:

(a) have any direct or indirect, controlling or non-controlling interest as an owner - whether of record, beneficial or otherwise - in any Competitive Business which is located or operating, or providing delivery service to any location, (i) within the then current Protected Territory, (ii) within a twenty-five (25) mile radius from the Protected Territory, or (iii) within a twenty-five (25) miles of any other Facial Bars in operation or under construction on the later of the effective date of the termination or expiration or the date on which all persons restricted by this Subsection begin to comply with this Subsection, provided that this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market and quoted on a national inter-dealer quotation system that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding; or

(b) perform services as a director, officer, manager, employee, consultant, representative or agent for a Business which is located or operating, or providing delivery service to any location, (i) within the then current Protected Territory, (ii) within a twenty-five (25) mile radius from the Approved Location, or (iii) within twenty-five (25) miles of any other Facial Bars in operation or under construction on the later of the effective date of the termination or expiration or the date on which all persons restricted by this Subsection begin to comply with this Subsection.

These restrictions also apply after transfers and other events, as provided in Section 12 above. Franchisee expressly acknowledges that Franchisee and Franchisee's owners possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, Oasis Face Bar's enforcing the covenants made in this Subsection will not deprive Franchisee or Franchisee's owners of personal goodwill or the ability to earn a living.

E. OUR RIGHT TO PURCHASE OPERATING ASSETS

(1) Exercise of Option

Upon termination of this Agreement for any reason or expiration of this Agreement, Oasis Face Bar has the option, exercisable by giving Franchisee written notice within thirty (30) days after the date of termination or expiration, to purchase those Operating Assets and Products that Oasis Face Bar designates. Oasis Face Bar has the unrestricted right to assign this option to purchase (and in such case, any reference to "Oasis Face Bar" shall mean Oasis Face Bar or its assignee). Oasis Face Bar is entitled to all customary representations, warranties and indemnities in Oasis Face Bar's asset purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Facial Bar or Franchisee business prior to the closing of Oasis Face Bar's purchase.

(2) Purchase Price

The purchase price for any Operating Assets and Products Oasis Face Bar chooses to acquire will be their fair market value. However, the purchase price will not include any value for the Franchise or any rights granted by this Agreement, goodwill attributable to the Marks, Oasis Face Bar's brand image, and other intellectual property or participation in the Oasis Face Bar Franchise System. For purposes of determining the fair market value of all equipment (including the Computer System) used in operating the Facial Bar, the equipment's useful life shall be determined to be no more than three (3) years.

(3) Appraisal

If Oasis Face Bar and Franchisee cannot agree on fair market value, fair market value will be determined by a mutually agreeable independent appraiser, whom in doing so will be bound by the criteria specified in subparagraph (2) of this Section. Franchisee and Oasis Face Bar will share equally the fees and expenses of the appraiser. Within thirty (30) days after Oasis Face Bar delivers Oasis Face Bar's notice of exercise to Franchisee, the appraiser shall determine and notify Franchisee and Oasis Face Bar of its determination of the fair market value. The appraiser's determination shall be the purchase price.

(4) Closing

Oasis Face Bar will pay the purchase price at the closing, which will take place not later than thirty (30) days after the purchase price is determined, although Oasis Face Bar may decide after the purchase price is determined not to complete the purchase. Oasis Face Bar may set off against the purchase price, and reduce the purchase price by, any and all amounts Franchisee owes Oasis Face Bar or Oasis Face Bar's affiliates. At the closing, Franchisee agrees to deliver instruments transferring to Oasis Face Bar: (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Oasis Face Bar), with all sales and

transfer taxes paid by Franchisee; and (b) all of the Facial Bar's licenses and permits which may be assigned or transferred.

If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. Franchisee further agrees to sign general releases, in a form satisfactory to Oasis Face Bar, of any and all claims against Oasis Face Bar and Oasis Face Bar affiliates and Oasis Face Bar and their respective owners, officers, directors, employees, agents, representatives, successors and assigns. If Oasis Face Bar exercises Oasis Face Bar's rights under this Subsection E, then for three (3) years beginning on the closing date, Franchisee and Franchisee's owners (and members of Franchisee and their Immediate Families) will be bound by the non-competition covenant contained in Subsection 14.D above.

F. OPTION TO BUY CERTAIN EQUIPMENT

In lieu of exercising Oasis Face Bar's option to buy the Operating Assets and Products as provided in Subsection E, Oasis Face Bar will have the option to buy from Franchisee all the items of equipment used in operating the Facial Bar that Franchisee originally purchased from Oasis Face Bar, Oasis Face Bar's affiliate or Oasis Face Bar's designated supplier. Franchisee may not sell any of these items without waiver of Oasis Face Bar's option to purchase them, and in any event may not sell them to anyone but Oasis Face Bar, Oasis Face Bar's affiliates or one of Oasis Face Bar's franchisees. The purchase price for this equipment will be their fair market value, determined in the same manner as is set forth in Subsection E. The closing purchase of such equipment will be accomplished in the same manner provided in Subsection E.

G. CONTINUING OBLIGATIONS

All of Oasis Face Bar's and Franchisee's (and Franchisee owners') obligations hereunder which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

H. SECURITY AGREEMENT

To secure payment of all sums owing to Oasis Face Bar from Franchisee, whether they be Royalty Fees, Brand Fund Fees, and/or other fees, costs, damages, or reimbursements pursuant to this Agreement or any other agreement between Oasis Face Bar and Franchisee, Franchisee grants Oasis Face Bar a security interest in the Collateral (as hereafter defined) and further agrees:

(1) The Collateral means all furniture, fixtures, equipment, signage, inventory, and supplies of the Facial Bar, wherever located, that are now owned or hereafter acquired, and any additions, substitutions, replacements, or products thereof or proceeds therefor.

(2) This Agreement shall be deemed a security agreement, and Oasis Face Bar, in its discretion, may file with applicable state agencies or offices this Agreement and/or one or more financing statements indicating Oasis Face Bar's secured interest in the Collateral. Franchisee shall cooperate with Oasis Face Bar and shall execute such documents as may be necessary for Oasis Face Bar to perfect its security interests.

(3) Upon a default of this Agreement by Franchisee, all sums owing to Oasis Face Bar from Franchisee shall be immediately due and payable, and Oasis Face Bar shall have the immediate right to possession and use of the Collateral, which includes Oasis Face Bar's right to enter upon any premises, without legal process, where the Collateral may be found. Oasis Face Bar further shall have all rights, options, duties, and remedies of a secured party pursuant to the Uniform Commercial Code, as adopted by the State where the Collateral is located, including the right to dispose of the Collateral in accordance therewith.

(4) Oasis Face Bar's exercise of its rights with regard to the Collateral are in addition to and not exclusive of any other rights or remedies that Oasis Face Bar may have pursuant to this Agreement, at law, or in equity for Franchisee's breach of this Agreement.

15. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. INDEPENDENT CONTRACTORS

Franchisee and Oasis Face Bar understand and agree that this Agreement does not create a fiduciary relationship between Franchisee and Oasis Face Bar. Franchisee has no authority, express or implied, to act as agent of Oasis Face Bar or any of Oasis Face Bar's affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Facial Bar and its business, including any personal property, equipment, fixtures or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Facial Bar. Further, Oasis Face Bar and Franchisee are not and do not intend to be partners, associates, or joint employers in any way, and Oasis Face Bar shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. Oasis Face Bar has no relationship with Franchisee employees and Franchisee has no relationship with Oasis Face Bar employees. Franchisee agrees to identify itself conspicuously in all dealings with customers, suppliers, public officials, personnel and others as the Facial Bar's owner under a franchise which Oasis Face Bar has granted and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials Oasis Face Bar requires from time to time.

B. NO LIABILITY FOR ACTS OF OTHER PARTY

Oasis Face Bar and Franchisee agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that Oasis Face Bar's respective relationship is other than franchisor and franchisee. Oasis Face Bar will not be obligated for any damages to any person or property directly or indirectly arising out of the Facial Bar's operation or the business Franchisee conducts under this Agreement.

C. TAXES

Oasis Face Bar will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee or the Facial Bar, due to the business Franchisee conducts (except any taxes Oasis Face Bar is required by law to collect

from Franchisee for purchases from Oasis Face Bar and Oasis Face Bar income taxes). Franchisee is responsible for paying these taxes.

D. INDEMNIFICATION

To the fullest extent permitted by law, Franchisee agrees to indemnify, defend and hold harmless Oasis Face Bar, Oasis Face Bar affiliates, and their respective owners, directors, officers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against, and to reimburse any one or more of the Indemnified Parties for, any and all claims, obligations and damages directly or indirectly arising out of: (1) the Facial Bar's operation, (2) the business Franchisee conducts under this Agreement, (3) Franchisee's breach of this Agreement, or (4) noncompliance or alleged noncompliance with any law, ordinance, rule or regulation concerning the Facial Bar's construction, design or operation, including, without limitation, the Americans with Disabilities Act and other laws regarding public accommodations for persons with disabilities. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, punitive or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it, including reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration or alternative dispute resolution, regardless of whether litigation, arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend and control the defense of any claim against it which is subject to this indemnification at Franchisee expense, and Franchisee may not settle any claim or take any other remedial, corrective or other actions relating to any claim without Oasis Face Bar's consent. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from an insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee.

16. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement (including, without limitation, in Section 16.G), each Section, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Franchisee and Oasis Face Bar agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of Oasis Face Bar's refusal to enter into a renewal franchise agreement, or if, under

any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Operating Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and Oasis Face Bar may modify the invalid or unenforceable provision or Operating Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. WAIVER OF OBLIGATIONS

Oasis Face Bar and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. But, no interpretation, change, termination or waiver of any of this Agreement's provisions hereof shall be binding upon Oasis Face Bar unless in writing and signed by one of Oasis Face Bar's officers, and which is specifically identified as an amendment to this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Any waiver Oasis Face Bar grants will be without prejudice to any other rights Oasis Face Bar has, will be subject to Oasis Face Bar's continuing review, and may be revoked at any time and for any reason, effective upon delivery to Franchisee of ten (10) days' prior written notice.

Oasis Face Bar and Franchisee will not be deemed to waive or impair any right, power or option this Agreement reserves (including Oasis Face Bar's right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; Oasis Face Bar's or Franchisee's failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including any Operating Standard; Oasis Face Bar's waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other Facial Bars; the existence of franchise agreements for other Facial Bars which contain provisions different from those contained in this Agreement; or Oasis Face Bar's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to Oasis Face Bar will be a waiver, compromise, settlement or accord and satisfaction. Oasis Face Bar is authorized to remove any legend or endorsement, and they shall have no effect.

C. COSTS AND ATTORNEYS' FEES

If Oasis Face Bar incurs expenses due to Franchisee's failure to pay when due amounts owed to Oasis Face Bar, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees, whether or not Oasis Face Bar initiates a legal proceeding (and, in the event Oasis Face Bar does initiate a legal proceeding, if Oasis Face Bar prevails in such proceeding), to reimburse Oasis Face Bar for any costs and expenses which Oasis Face Bar incurs, including reasonable accounting and attorneys', arbitrators' and related fees.

D. FRANCHISEE MAY NOT WITHHOLD PAYMENTS

Franchisee agrees that Franchisee will not, and has no authority to, withhold payment of any amounts owed to Oasis Face Bar or Oasis Face Bar affiliates on the grounds of Oasis Face Bar's alleged nonperformance of any of Oasis Face Bar's obligations under this Agreement or any other agreement.

E. RIGHTS OF PARTIES ARE CUMULATIVE

Oasis Face Bar's and Franchisee's rights under this Agreement are cumulative, and Oasis Face Bar's or Franchisee's exercise or enforcement of any right or remedy under this Agreement will not preclude Oasis Face Bar's or Franchisee's exercise or enforcement of any other right or remedy under this Agreement which Oasis Face Bar or Franchisee is entitled by law to enforce.

F. MEDIATION

Oasis Face Bar and Franchisee acknowledge that, during this Agreement's term, disputes may arise regarding Oasis Face Bar's and Franchisee's relationship, rights and obligations under this Agreement. To facilitate resolution of these disputes, Oasis Face Bar and Franchisee agree that, during this Agreement's term, before commencing an arbitration or judicial action, Oasis Face Bar and Franchisee shall submit any dispute arising from or relating to this Agreement or Oasis Face Bar's relationship with Franchisee (other than disputes relating to the Marks or to Franchisee's failure to pay amounts owed to Oasis Face Bar or Oasis Face Bar affiliates or to comply with the Operating Standards) for non-binding mediation. The mediation shall occur in the county where Oasis Face Bar's headquarters are then located and shall be conducted by one (1) mediator under the then current Commercial Mediation Rules of the American Arbitration Association. Any statements made by any person during the mediation shall not be admissible in any subsequent litigation or arbitration proceeding. Oasis Face Bar and Franchisee shall each bear their own costs and expenses for the mediation and share equally the costs of any independent third parties or fees required for the mediation. If the dispute is not resolved within forty-five (45) days after the mediator is appointed, Oasis Face Bar or Franchisee may pursue a dispute resolution mechanism other than mediation according to the terms of this Agreement.

G. ARBITRATION

All controversies, disputes or claims between Oasis Face Bar (and Oasis Face Bar affiliates and the respective owners, officers, directors, managers, agents and employees of Oasis Face Bar or Oasis Face Bar affiliates, as applicable) and Franchisee (and Franchisee affiliates and the respective owners, officers, directors, managers, agents and employees of Franchisee or Franchisee affiliates, as applicable) arising out of or related to:

(1) this Agreement or any other agreement between Franchisee and Oasis Face Bar or any provision of any of such agreements (including this Section);

(2) Oasis Face Bar's relationship with Franchisee;

(3) the scope and validity of this Agreement or any other agreement between Franchisee and Oasis Face Bar or any provision of any of such agreements (including the

scope and validity of the arbitration obligations under this Section, which Franchisee and Oasis Face Bar acknowledge is to be determined by an arbitrator and not a court); or

(4) any Operating Standard

will be submitted for arbitration to the office of the American Arbitration Association closest to Oasis Face Bar's then current principal business address. Except as otherwise provided in this Agreement, such arbitration proceedings shall be heard by one arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be held at a suitable location to be chosen by the arbitrator which is within ten (10) miles of Oasis Face Bar's then existing principal business address. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) will be governed by it and not by any state arbitration law.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that: (1) the arbitrator shall not have authority to declare any Mark generic or otherwise invalid; and (2) except for Franchisee's obligation to indemnify Oasis Face Bar and the other Indemnified Parties and claims Oasis Face Bar brings against Franchisee for unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, Oasis Face Bar and Franchisee waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between Oasis Face Bar and Franchisee, the party making a claim will be limited to equitable relief and to recovery of any actual or statutory damages it sustains (plus interest thereon). The award and decision of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

Oasis Face Bar and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. Oasis Face Bar and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current version of Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or Oasis Face Bar. Oasis Face Bar reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Oasis Face Bar's right to seek the recovery of those costs in accordance with Section 16.C.

Oasis Face Bar and Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis, that only Oasis Face Bar (and Oasis Face Bar affiliates and the respective owners, officers, directors, managers, agents and employees of Oasis Face Bar or Oasis Face Bar affiliates, as applicable) and Franchisee (and Franchisee affiliates and the respective owners, officers, directors, managers, agents and employees of Franchisee or Franchisee affiliates, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no

such arbitration proceeding shall be consolidated with any other arbitration proceeding involving Oasis Face Bar and/or any other natural person, association, corporation, partnership, limited liability company or other entity. Notwithstanding the foregoing or anything to the contrary in this Section or Section 16.A., if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 16.G, then Oasis Face Bar and Franchisee agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 16 (excluding this Section 16.G).

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

Notwithstanding anything to the contrary contained in this Section, Oasis Face Bar and Franchisee have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, Oasis Face Bar and Franchisee must contemporaneously submit the dispute for arbitration on the merits according to this Section (if required).

H. GOVERNING LAW

Except to the extent governed by the Federal Arbitration Act and other federal law, all controversies, disputes or claims arising from or relating to:

(1) this Agreement or any other agreement between Franchisee (or Franchisee's owners) and Oasis Face Bar;

(2) Oasis Face Bar's relationship with Franchisee;

(3) the validity of this Agreement or any other agreement between Franchisee (or Franchisee's owners) and Oasis Face Bar; or

(4) any Operating Standard

will be governed by the laws of the State of Ohio, without regard to its conflict of laws rules, except that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between Oasis Face Bar and Franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Subsection.

I. CONSENT TO JURISDICTION

Subject to the arbitration obligations in Section 16.G, Franchisee and Franchisee's owners agree that all judicial actions brought by Oasis Face Bar against Franchisee or Franchisee's owners, or by Franchisee or Franchisee's owners against Oasis Face Bar, Oasis Face Bar affiliates, or their respective owners, officers, directors, managers, agents, or employees, must be brought exclusively in the state or federal court of general jurisdiction in Franklin County, Ohio. Franchisee (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection Franchisee, he, or she may have to either jurisdiction or venue. Notwithstanding the foregoing,

Oasis Face Bar may bring an action for a temporary restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which Franchisee resides or the Facial Bar is located.

J. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL

EXCEPT FOR THE INDEMNIFICATION OBLIGATION UNDER SECTION 15.D AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, OASIS FACE BAR AND FRANCHISEE (AND FRANCHISEE OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN OASIS FACE BAR AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL OR STATUTORY DAMAGES IT SUSTAINS.

OASIS FACE BAR AND FRANCHISEE (AND FRANCHISEE OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OASIS FACE BAR OR FRANCHISEE.

K. BINDING EFFECT

This Agreement is binding upon Oasis Face Bar and Franchisee and Oasis Face Bar's and Franchisee's respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to Oasis Face Bar's rights to modify the Operations Manual and the Operating Standards under Sections 4.B and 8.G, this Agreement may not be modified except by a written agreement signed by both Franchisee and Oasis Face Bar.

L. LIMITATIONS OF CLAIMS

EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS FRANCHISEE OWES OASIS FACE BAR, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OASIS FACE BAR'S RELATIONSHIP WITH FRANCHISEE WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

M. CONSTRUCTION

The preambles and exhibits are a part of this Agreement which, together with the Operations Manual, the Franchise Disclosure Questionnaire and any riders or addenda signed at the same time as this Agreement, constitutes Oasis Face Bar's and Franchisee's entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between Oasis Face Bar and Franchisee. There are no other oral or written representations, warranties, understandings or agreements between Oasis Face Bar and Franchisee relating to the subject matter of this Agreement. Nothing in this or any related agreement is intended to disclaim

the representations we made in the latest franchise disclosure document that we furnished to you. Any policies that Oasis Face Bar adopts and implements from time to time to guide Oasis Face Bar in Oasis Face Bar's decision-making are subject to change, are not a part of this Agreement and are not binding on Oasis Face Bar. Except as provided in Sections 15.D and 16.G, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates Oasis Face Bar reasonably to approve or not unreasonably to withhold Oasis Face Bar's approval of any of Franchisee's actions or requests, Oasis Face Bar has the absolute right to refuse any request Franchisee makes or to withhold Oasis Face Bar's approval of any of Franchisee's proposed, initiated or completed actions that require Oasis Face Bar's approval.

The headings of the sections and paragraphs are for convenience only and do not define, limit or construe the contents of these sections or paragraphs.

References in this Agreement to "Oasis Face Bar" and "Facial Bars" with respect to all of Oasis Face Bar's rights and all of Franchisee's obligations to Oasis Face Bar under this Agreement include any of Oasis Face Bar's affiliates with whom Franchisee deals in connection with the Facial Bars. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling the party indicated. "Control" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchisee or the Facial Bar, whether as partners or joint venturers, their obligations and liabilities to Oasis Face Bar will be joint and several. "Owner" means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee (or a transferee of this Agreement and the Facial Bar or any interest in Franchisee), including any person who has a direct or indirect interest in Franchisee (or a transferee), this Agreement, the Franchise, or the Facial Bar and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "controlling interest" in Franchisee mean the percent of Franchisee voting shares or other voting rights that result from dividing one hundred percent (100%) of the ownership interests by the number of Franchisee owners that would exist either immediately before or after the time the determination is made. "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative or other legal or functional entity. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

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

17. NOTICES AND PAYMENTS

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

(1) at the time delivered via computer transmission if the sender has confirmation of a successful transmission and, in the case of the Royalty Fee, Brand Fund Fee, and other amounts due, at the time Oasis Face Bar actually debits Franchisee's account (if Oasis Face Bar institutes an automatic debit program for the Facial Bars);

(2) one (1) business day after transmission by telecopy, facsimile or other electronic system if the sender has confirmation of successful transmission;

(3) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or

(4) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid;

and must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice. Any required payment or report which Oasis Face Bar does not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

18. ELECTRONIC MAIL

Franchisee acknowledges and agrees that exchanging information with Oasis Face Bar by e-mail is efficient and desirable for day-to-day communications and that Oasis Face Bar and Franchisee may utilize e-mail for such communications. Franchisee authorizes the transmission of e-mail by Oasis Face Bar and Oasis Face Bar employees, vendors and affiliates ("Official Senders") to Franchisee during the term of this Agreement.

Franchisee further agrees that: (a) Official Senders are authorized to send e-mails to those of Franchisee employees as Franchisee may occasionally authorize for the purpose of communicating with Oasis Face Bar; (b) Franchisee will cause Franchisee officers, directors and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Franchisee will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with Franchisee; and (d) Franchisee will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement.

The consent given in this Section 18 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 17 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Franchise Agreement effective on the date stated on the first page above.

FRANCHISOR:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By:
_____
Name:
_____
Title:
_____

Exhibit A
to
Oasis Face Bar Franchise Agreement

APPROVED LOCATION, PROTECTED TERRITORY, AND OPENING DATE

1. The Approved Location is _____.

2. Protected Territory, as of the date hereof is _____ _____. If the Protected Territory is identified by city or other political subdivisions, political boundaries will be considered fixed as of the date of this Agreement, notwithstanding an actual political reorganization or change to the boundaries. The Protected Territory, as of the date hereof, is depicted on the map attached to this Exhibit A. However, if there is an inconsistency between the language in this Exhibit A and the attached map, the attached map shall control. All street boundaries will be deemed to end at the street center line unless otherwise specified.

3. The Opening Date for the Facial Bar is _____.

4. The Facial Bar's Initial Franchise Fee is _____.

5. The Facial Bar's Brand Fund Fee is _____.

6. The Facial Bar personnel who must attend and satisfactorily complete our initial training program are:

Position	# Trainees
Operating Partner	___
Lead Esthetician	___

7. Development Rights Agreement by which this Agreement is covered (if any): _____.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit A to the Franchise Agreement effective on the date stated below.

DATED: _____

FRANCHISOR:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By:
_____
Name:
_____
Title:
_____

Alternative Exhibit A
to
Oasis Face Bar Franchise Agreement

DEVELOPMENT AREA, ACCEPTANCE OF LOCATION, AND OPENING

This Alternative Exhibit A is attached to and is an integral part of the Oasis Face Bar Franchise Agreement, by and between Oasis Face Bar Franchising, LLC ("Franchisor," "we" or "us") and _____ ("Franchisee" or "you") dated _____, 20__ (the "Franchise Agreement"), between us and you.

1. Development Area for Facial Bar Location. Within one hundred fifty (150) days after the date of the Franchise Agreement, you will select and obtain our acceptance of a site location for the Facial Bar with the provisions of this Alternative Exhibit A within the following described geographical area (the "Area"): _____.

2. Acceptance of Location and Facial Bar Opening. To obtain our acceptance of the proposed Facial Bar premises, you must deliver to us a complete site report (containing information we require) for the location at which you propose to establish and operate the Facial Bar and which you reasonably believe will satisfy the standardized site selection criteria we establish. The proposed location is subject to our prior written acceptance, which will not be unreasonably withheld. In evaluating the proposed location, we will consider matters we deem material, including, but not limited to, demographic characteristics of the proposed location, parking, the predominant character of the neighborhood, the proximity to other businesses, including other Facial Bars, and other commercial characteristics, and the size of premises, appearance and other physical characteristics. Within thirty (30) days following our receipt of the complete site report and other materials we request, we will accept or reject (in writing) the location proposed by you for the Facial Bar. Open our acceptance of your proposed location for the Facial Bar, you shall execute enter into the Exhibit A to the Franchise Agreement, and you acknowledge and agree that such time, Exhibit A shall replace and supersede this Alternative Exhibit A (Alternative) in all respects.

3. DISCLAIMER OF WARRANTY. YOU ACKNOWLEDGE AND AGREE THAT OUR ACCEPTANCE OF AN APPROVED LOCATION DOES NOT REPRESENT A WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE APPROVED LOCATION FOR A FACIAL BAR.

4. Opening of the Facial Bar. You agree to complete the development of and open the Facial Bar for business by _____.

5. Termination of Franchise Agreement. We have the right to terminate the Franchise Agreement, effective upon delivery of notice of termination to you, if you fail to obtain approval of a location for the Facial Bar and develop and open the Facial Bar within twelve (12) months after the date of the Franchise Agreement.

6. Defined Terms. All capitalized terms contained in this Exhibit and not defined in this Exhibit will have the same meaning as provided in the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Alternative Exhibit A to the Franchise Agreement effective on the date first set forth above.

FRANCHISOR:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By:
_____
Name:
_____
Title:
_____

Exhibit B
to
Oasis Face Bar Franchise Agreement

FRANCHISEE INFORMATION

DATE: _____

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

	Owner's Name	**Percentage Ownership**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

Officers/Directors/Manager. The following list includes the full name of each person who is one of Franchisee's officers, directors or Manager, and includes each individual's title(s).

Name of Each Director/Officer/Manager	**Title(s)**
_____	_____
_____	_____
_____	_____
_____	_____

Operating Partner/Administrator.

The Operating Partner is _____.

The Lead Esthetician is _____.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit B to the Franchise Agreement effective on the date first set forth above.

FRANCHISOR:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By:
_____
Name:
_____
Title:
_____

[Signature Page to Exhibit B to Franchise Agreement]

Exhibit C
to
Oasis Face Bar Franchise Agreement

GUARANTY AND ASSUMPTION OF OBLIGATIONS

1. In consideration of the execution of that certain Franchise Agreement of even date herewith (the "Agreement") by and between Oasis Face Bar Franchising, LLC, an Ohio limited liability company (the "Company," "we" or "us"), and _____ ("Franchisee"), each of the undersigned (each a "Guarantor," collectively the "Guarantors") hereby personally and unconditionally: (1) guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that the Franchisee will timely pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and any documents, agreements and instruments executed pursuant to or in connection with the Agreement (collectively, with the Agreement, the "Agreement Documents"); (2) agree personally to be bound by the provisions of Section 6 *(Confidential Information)*, Section 7 *(Exclusivity and Non-Competition)*, Section 14 *(Rights upon Termination)*, and Section 15 *(Relationship, Indemnification)* of the Agreement; and (3) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement Documents applicable to the Guarantor as provided for herein.

2. Each of the undersigned Guarantors hereby waives the following:

(i) acceptance and notice of acceptance by us of the foregoing undertaking;

(ii) notice of demand for payment of any indebtedness, or nonperformance of any obligations hereby guarantied;

(iii) protest and notice of default to any party respecting the indebtedness, or nonperformance of any obligations hereby guarantied;

(iv) any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

3. Each of the undersigned Guarantors hereby consents and agrees that:

(i) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, the other Guarantors and all signatories to similar guaranties of Franchisee's obligations;

(ii) Guarantor will render any payment or perform any obligation required under the Agreement Documents upon demand if Franchisee fails or refuses timely to do so;

(iii) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Franchisee or any assignee or successor, and this Guaranty and Assumption of Obligations will apply to any claims we may have due to return of any payments or property we may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

(iv) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to Franchisee, including the acceptance of any partial payment or performance, or the compromise or release of any claims, , none of which will in any way modify or amend this Guaranty and Assumptions of Obligations, which will be continuing and irrevocable during and after the terms of the Agreement Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to us are fully discharged and satisfied;

(v) Guarantor's liability hereunder will not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person, and we may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor;

(vi) Monies received from any source by us for application toward any payment of the obligations under the Agreement and under this Guaranty and Assumptions of Obligations may be applied in any manner or order deemed appropriate by us; and

(vii) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty and Assumptions of Obligations against Guarantor or any negotiations relative to the obligations hereby guaranteed.

4. If any Guarantor is a member, director, officer, or otherwise of the Franchisee and such Guarantor ceases to be a member, director, officer, or to own any interest in the Franchisee prior to the termination or expiration of the Agreement, that person agrees that their obligations under this Guaranty and Assumptions of Obligations shall continue to remain in force and effect unless we in our sole discretion, in writing, release the Guarantor from the obligations contained herein. Notwithstanding the foregoing, unless prohibited by applicable law, the obligations contained in Section 14 *(Rights upon Termination)* shall remain in force and effect against Guarantor for a period of two (2) years after any such release by us. A release by us of any Guarantor shall not affect the obligations of any other Guarantor.

5. If any of the following events occur, a default ("Default") under this Guaranty and Assumptions of Obligations shall exist: **(a)** failure of timely payment or performance of the obligations under this Guaranty and Assumptions of Obligations; **(b)** breach of any agreement or representation contained or referred to in this Guaranty and Assumptions of Obligations; **(c)** appointment of a guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts

due any Guarantor. If a Default occurs, the obligations of the Guarantors shall be due immediately and payable without notice.

6. This Guaranty and Assumptions of Obligations shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Our interests in and rights under this Guaranty and Assumptions of Obligations are freely assignable, in whole or in part, by us. Any assignment shall not release any Guarantor from this Guaranty.

7. All capitalized terms when used herein will have the meaning ascribed to them in the Agreement. This Guaranty and Assumption of Obligations will be governed, construed and interpreted in accordance with the substantive laws of the State of Ohio, without giving effect to its conflicts of law principles. This Agreement may be executed in counterparts by electronic or facsimile transmission, all of which counterparts shall be deemed originals, all of which counterparts taken together shall constitute a single instrument, and the signature pages of each such counterpart may be detached from the several counterparts and attached to a single copy of this document to physically form a single instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each of the undersigned has affixed his/her signature below as of the date indicated.

GUARANTOR(S):

Date: _____

_____
Printed Name: _____
Address: _____
_____

Date: _____

_____
Printed Name: _____
Address: _____
_____

Date: _____

_____
Printed Name: _____
Address: _____
_____

Exhibit D
to
Oasis Face Bar Franchise Agreement

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease ("Assignment"), is entered into by and between _____ ("Assignor") and Oasis Face Bar Franchising, LLC, an Ohio limited liability company ("Assignee"), as of [DATE].

WHEREAS, Assignor and Assignee entered into that certain Franchise Agreement, of even date herewith (the "Franchise Agreement") with respect to the operation of an Oasis Face Bar spa and facial business at the Premises (as defined below).

WHEREAS, Assignee desires, as a condition to approving the Lease and making other accommodation to the Assignor under the Franchise Agreement, to be granted this Assignment and the protections contained herein, which are intended to, among other things, enable Assignee to continue the operation of the Premises notwithstanding any termination of the Franchise Agreement and/or protect the intellectual property of the Assignee which are located at the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Franchise Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit A (the "Lease"), respecting premises commonly known as _____ (the "Premises"). This Assignment is for collateral purposes only in accordance with the Franchise Agreement and except as specified herein, Assignee shall 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 and assumes the obligations of Assignor under the Lease pursuant to the terms hereof.

Assignor hereby agrees to indemnify and hold harmless Assignee from and against all claims and demands of any type, kind or nature made by any third party which arise out of or are in any manner connected with Assignor's use and occupancy of the Premises.

Assignor represents and warrants to Assignee that Assignor (a) has full power and authority to so assign the Lease and its interest therein, and (b) has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Premises.

Upon the occurrence of any of the following:

(a) a default by Assignor under the Lease, the Franchise Agreement, or any document or instrument securing or relating to the Franchise Agreement, or

(b) the cancellation or termination of the Franchise Agreement by Assignor or Assignee for any reason other than a default by Assignee,

Assignee shall have the right (but no obligation), exercisable upon delivery of written notice to Assignor and the landlord of the Premises, and is hereby empowered, to take possession of the Premises, expel Assignor from the Premises, and acquire all of Assignor's right, title and interest as tenant in, to and under the Lease. In such event, Assignee shall assume the Lease as the tenant thereunder and Assignor shall have no further right, title or interest in the Lease or the Premises, but shall remain solely liable to the lessor under the Lease for all rents, charges and other obligations owed under the Lease prior to the date upon which Assignee assumes the Lease. Upon assumption of the Lease by Assignee, Assignee shall be liable for the performance of the Lease after the date of assignment, but shall not liable for and does not assume any past defaults or breaches of the Lease by Assignor. Assignor shall reimburse Assignee for the costs and expenses incurred in connection with any such retaking, including, but not limited to the payment of any back rent and other payments due under the Lease, whether the payments are made by guaranty or separate agreement with Lessor or otherwise, attorneys' fees and expenses of litigation incurred in enforcing this Assignment, brokerage fees and commissions, costs incurred in reletting the Premises and putting the Premises in good working order and repair.

Assignor agrees that it will not voluntarily surrender, terminate, amend or modify of the Lease without the prior written consent of Assignee, which consent shall not be unreasonably withheld. Throughout the term of the Franchise Agreement (and any extensions, amendments and renewals thereto), Assignor agrees that it shall exercise all rights and options to extend the term of or renew the Lease (each a "Renewal Option") not less than thirty (30) days prior to the last day upon which such Renewal Option must be exercised, unless Assignee otherwise agrees in writing. Assignor shall send Assignee a copy of the notice of exercise concurrently with Assignor's exercise of each Renewal Option. If Assignee does not otherwise agree in writing to Assignor's refusal to exercise any Renewal Option, and if Assignor fails to exercise such Renewal Option, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such Renewal Option in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal, provided that Assignee shall have no obligation to exercise such Renewal Option.

Upon termination or expiration of the Franchise Agreement or the Lease, Assignee shall have the right to enter the Premises and make all necessary modifications or alterations to the Premises for the removal of all articles which display Assignee's Marks (as defined in the Franchise Agreement), including all signs, advertising materials, stationery and forms. Assignee's right to enter shall not be deemed as trespassing. Such actions and short term possessory rights to the Premises shall not be deemed an assumption of the Lease by Assignee, and Assignee shall not be liable for any Lease obligations under such circumstances.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its heirs, personal representatives, officers, partners, successors and assigns.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth below.

DATED: _____

ASSIGNEE:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

ASSIGNOR:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By: _____
Name: _____
Title: _____

Notary for Assignor:

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20___, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

_____
Notary Public

My Commission Expires: _____, 20__

Notary for Assignee:

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

_____
Notary Public

My Commission Expires: _____, 20__

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the "Lease" attached as Exhibit A hereby:

(a) agrees to notify Assignee in writing at 2 ½ N. State Street, Westerville, Ohio 43081of (i) any failure of Assignor to cure any default by Assignor under the Lease; and (ii) the commencement of legal proceedings to retake the Premises demised by the Lease if such proceedings commence more than 60 days after the notice of default;

(b) agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with paragraph (a) above;

(c) consents to the foregoing Collateral Assignment of Lease by and between Assignee and Assignor;

(d) agrees that Assignee may exercise its rights upon the occurrence of either of the following events: (i) Lessor's receipt of notice from Assignee that Assignor is in default of the Franchise Agreement by and between Assignee and Assignor and has failed to cure within the time prescribed thereunder, or (ii) Assignee's receipt of any notice of default by Assignor under the Lease or notice of the commencement of legal proceedings to retake the premises demised by the Lease. If Assignee elects to exercise its rights under the Collateral Assignment, it shall, within 30 days of Assignee or Lessor's receipt of the applicable notice, as set forth above, notify Lessor of its intention to take possession of the Premises with no liability for any default of Assignor up to the point Assignee assumes the Lease;

(e) agrees that if Assignee exercises its rights under the Collateral Assignment and notifies Lessor of its desire to take possession of the Premises and assume the Lease pursuant to the Collateral Assignment, Lessor shall recognize Assignee as tenant under the Lease from and after the date upon which Assignee notifies the Lessor and assumes possession. Lessor shall take all action necessary to retake the Premises and deliver same to Assignee. Such action shall include termination, eviction and legal action, if necessary, and Assignee shall have no obligation under the Collateral Assignment until the Premises are lawfully tendered to it;

(f) agrees that if Assignee takes possession of the Premises demised by the Lease and confirms to Lessor the assumption of the Lease by Assignee as lessee thereunder, Lessor shall recognize Assignee as lessee under the Lease, and the original named tenant and any guarantor shall have no further liability for matters arising under the Lease after such date of Lease assumption. Lessor acknowledges that Assignee shall not be liable for any past due rents, defaults, or other liabilities or obligations of Assignor under or in connection with the Lease prior to the date of notification by the Assignee of its assumption of the Lease; and

(g) agrees that upon termination or expiration of the Franchise Agreement or the Lease, Assignee shall have the right to enter the Premises and make all necessary modifications or alterations to the Premises for the removal of all articles which display Assignee's Marks (as defined in the Franchise Agreement), including all signs, advertising materials, stationery and

forms. Assignee's right to enter shall not be deemed as trespassing nor an exercise of the right to take possession of the Lease and expel the Assignor therefrom.

All terms capitalized, but not defined herein, shall have the meanings ascribed thereto in the Collateral Assignment of Lease.

DATED: _____

_____

_____, Lessor

Exhibit E
to
Oasis Face Bar Franchise Agreement

FORM OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Agreement is dated _____. The parties are [FRANCHISEE] (referred to as "we", "us", and "our"), located at _____, and [EMPLOYEE] (referred to as "you" and "your"). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of Oasis Face Bar Franchising, LLC ("Oasis Face Bar") under an Oasis Face Bar® Franchise Agreement dated _____ (the "Franchise Agreement"). We have a license to use certain trademarks designated by Oasis Face Bar (the "Marks"), certain policies and procedures used in Oasis Face Bar® businesses (the "System"), and the Confidential Information developed and owned by Oasis Face Bar in our Oasis Face Bar® salon and facial spas (the "Facial Bar"). Oasis Face Bar recognizes that, in order for us to effectively operate our business, our employees and independent contractors whom we retain must have access to certain confidential information and trade secrets owned by Oasis Face Bar. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm Oasis Face Bar, other franchise owners, and us. Accordingly, Oasis Face Bar requires us to have you to sign this Agreement.

AGREEMENT

1. Confidential Information. As used in this Agreement, "Confidential Information" means all manuals, trade secrets, know-how, methods, training materials, curriculum, information, management procedures, and marketing and pricing techniques relating to the Facial Bar, the franchise system, or Oasis Face Bar's business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, customer information, employee information, independent contractor information and other confidential information of Oasis Face Bar, Oasis Face Bar's affiliates, or us (collectively, the "Interested Parties") that you obtain during your association with us.

2. Non-disclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee, member, or independent contractor. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, Oasis Face Bar, or Oasis Face Bar's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and

any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

4. Non-compete During Association. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business (i) in the salon or spa industry or otherwise offers or provides services substantially similar to the services provided by the Oasis Face Bar® System; or (ii) whose method of operation or trade dress is similar to that employed in the Oasis Face Bar® System; or (iii) that grants franchises or licenses for any of these types of businesses (collectively, each, a "Competitive Business") at any location in the United States;

(b) divert or attempt to divert any business or customer or potential business or customer of any Facial Bar to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use in the Facial Bar; or

(e) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by (i) us, (ii) Oasis Face Bar, (iii) our or Oasis Face Bar's affiliates, or (iv) any of Oasis Face Bar's franchisees.

5. Non-compete After Association Ends. For two years after your association with us ends for any reason, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in, be employed in a managerial position by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within 25-miles of any Oasis Facial Bar that is operating or under development at the time your association with us ends; or

(b) directly or indirectly solicit for employment any person who at any time within the immediate past 12 months has been employed by (i) us, (ii) Oasis Face Bar, (iii) our or Oasis Face Bar's affiliates, or (iv) any of Oasis Face Bar's franchisees.

6. Remedies. You acknowledge that a violation of the covenants of confidentiality and non-competition contained in this Agreement would result in immediate and irreparable injury to us for which monetary damages cannot fully remedy. Accordingly, you hereby consent to the entry of a temporary and permanent injunction (without posting bond) prohibiting any conduct by you in violation of the terms of the covenants set forth in this Section and hereby agree to waive any and all defenses to the entry of such injunction(s). Notwithstanding, you acknowledge and agree that the foregoing injunctive relief is in addition to, and does not restrict us from pursuing,

any and all claims for monetary damages resulting from a breach by you of the covenants contained herein.

7. Severability. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. Independent Agreement. The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

9. Third Party Right of Enforcement. You are signing this Agreement not only for our benefit, but also for the benefit of Oasis Face Bar and Oasis Face Bar's affiliates. We, Oasis Face Bar, and Oasis Face Bar's affiliates have the right to enforce this Agreement directly against you.

10. Not An Employment Agreement. This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. Modification and Waiver. Your obligations under this Agreement cannot be waived or modified except in writing.

12. Governing Law. This Agreement is governed by the laws of the state in which our principal office is located.

13. Attorney's Fees. If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. Representation. You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

[Signatures appear on the following page]

IN WITNESS WHEREOF, we and you attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the date first set forth above.

[FRANCHISEE NAME]

By: _____
Name: _____
Title: _____

[EMPLOYEE]

_____
Printed Name: _____

Exhibit F
to
Oasis Face Bar Franchise Agreement

ELECTRONIC TRANSFER OF FUNDS FORM/ACH AUTHORIZATION

DATE: _____

I, the undersigned officer or agent of _____ ("Franchisee"), hereby authorize Oasis Face Bar Franchising, LLC (the "Franchisor") to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to royalty fees, brand fund fees, or payment for goods and services. If Franchisee has not established an account for ACH/debt payments as of the execution date of the Franchise Agreement, by and between Franchisee and Franchisor (the "Agreement"), Franchisee shall provide to Franchisor and Affiliate the missing information before commencement of the initial training program, as described in the Agreement.

Name on the account: _____
Address: _____
City, State, Zip: _____
Bank Routing Number: _____
Bank Account Number: _____
E-Mail Confirmation: _____

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit F to the Franchise Agreement effective on the date first set forth above.

FRANCHISOR:

OASIS FACE BAR FRANCHISING, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____,
[Name of entity]
a [STATE] [ORGANIZATION]

By:
_____
Name:
_____
Title:
_____

EXHIBIT C

Development Rights Agreement

OASIS FACE BAR FRANCHISING, LLC
DEVELOPMENT RIGHTS AGREEMENT

This **Development Rights Agreement** (the "Agreement") is made and entered into as of _____, 20___ (the "Effective Date"), between Oasis Face Bar Franchising, LLC, an Ohio limited liability company ("Oasis Face Bar" or "we" or "us") and _____ ("you" or "your").

WHEREAS, prior to or simultaneously with the signing of this Agreement, you or your Affiliated Entity (as defined below) have entered into that certain Franchise Agreement with us dated as of the date hereof (the "Existing Agreement") under which you or your approved Affiliated Entities will operate an Oasis Facial Bar at a location to be determined; and

WHEREAS, we and you are entering into this Agreement because you would like the right to develop a number of additional Oasis Facial Bars within a certain territory over a certain period of time and operate such Oasis Facial Bars, and we are willing to grant you such development rights if you comply with this Agreement's terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we and you agree as follows:

1. Grant of Development Rights. Subject to your compliance with this Agreement, we hereby grant you the right to develop to total of _____ (___) new Oasis Facial Bars, (which includes the Oasis Facial Bar(s) that you will operate under the Existing Agreement), in accordance with the mandatory development schedule (the "Schedule") identified on Exhibit A to this Agreement, within the territory described on Exhibit B to this Agreement (the "Development Territory").

2. Term. The term of this Agreement begins on the Effective Date and unless terminated earlier pursuant to the terms hereof, shall continue for so long as there are outstanding valid and effective Franchise Documents for the Oasis Facial Bars which have been developed and opened under this Agreement. Notwithstanding the foregoing, and subject to earlier termination pursuant to Section 10 (Termination), the development rights granted in Section 1 (Grant of Development Terms) and Section 3 (Exclusive Rights in Development Territory and Rights We Reserve) shall begin on the Effective Date, continue thereafter and end automatically without notice from either us or you, on the expiration of the Development Phase, and such expiration which shall not affect validity of the remainder terms and conditions of this Agreement.

3. Exclusive Rights in Development Territory and Rights We Reserve. If you are fully complying with all of your obligations under this Agreement, and you and your Affiliated Entities (if any) are fully complying with all of your and their obligations under the Existing Agreement and all other franchise agreements then in effect with us for the operation of Oasis Facial Bars, then, during the term of this Agreement only, and except for franchises we grant you and your Affiliated Entities pursuant to this Agreement, neither we nor any of our affiliates will operate, or grant a franchise for the operation of, an Oasis Facial Bar that operates

under the Marks (as defined in the Existing Agreement) and is physically located within the Development Territory.

We and our affiliates may engage, and allow others to engage, in any other activities of any nature whatsoever, whether within or outside the Development Territory, subject only to your rights under franchise agreements with us then in effect, including:

(a) establishing and operating, and granting rights to other persons to establish and operate, on any terms and conditions we deem appropriate, Oasis Facial Bars or any similar or dissimilar businesses at any location outside the Development Territory;

(b) all rights relating directly or indirectly to the Marks in connection with any methods of distribution, except as specifically set forth in the first sentence of this Section 3. This includes providing, and granting rights to other persons to provide, goods and services similar or dissimilar to, and/or competitive with, those provided at Oasis Facial Bars, whether identified by the Marks or other trademarks or service marks, through mail order, sales over the Internet and other electronic media, mobile applications; and

(c) those which we now reserve in Section 2.D of the Existing Agreement (subject only to your rights with respect to Oasis Facial Bars in the first sentence of this Section 3).

After this Agreement expires or is terminated, regardless of the reason, or upon the expiration of the Development Phase (if sooner), we and our affiliates may engage, and allow others to engage, in any other activities we desire within and outside the Development Territory without any restrictions whatsoever, subject only to your rights under franchise agreements with us then in effect.

4. Development Fee. When you open a new Oasis Facial Bar, then you must pay us a "Development Fee" of _____ Dollars ($_____) simultaneously with signing this Agreement. The Development Fee is equal to 100% of the initial franchise fee owed under a franchise agreement for the first Oasis Facial Bar to be developed hereunder ($42,000) plus Thirty Thousand Dollars ($30,000) each for the second and third location, and Twenty Thousand Dollars ($20,000) for each additional Oasis Facial Bars that you are authorized and required to develop under this Agreement pursuant to the Schedule. For the avoidance of doubt, the Development Fee does include the initial franchise fee for your first and all subsequent Oasis Facial Bars. The Development Fee is fully earned by us when we and you sign this Agreement and is non-refundable, even if you do not comply with the Schedule. We will apply the Development Fee towards the initial franchise fees owed under each franchise agreement with us that you sign pursuant to this Agreement for the Oasis Facial Bars developed pursuant to the Schedule and you will not be required to pay any portion of the Initial Franchise Fee at the signing of the Existing Agreement or each subsequent Franchise Agreement.

5. Development Schedule. To maintain your rights under this Agreement, you (and/or approved Affiliated Entities) must sign Franchise Documents (defined below) for, develop, and open for business the agreed-upon number of Oasis Facial Bars within the

Development Territory by the dates set forth on the Schedule within the Development Phase. The Schedule is not our representation, express or implied, that the Development Territory can support, or that there are sufficient sites for, the number of Oasis Facial Bars specified in the Schedule.

6. Site Selection and Franchisee Acceptance. To meet your obligations under the Schedule, you agree to give us the franchise application package that we periodically specify and all other information and materials that we periodically request to assess (a) each proposed Oasis Facial Bar site and market area, and (b) your financial and operational ability to develop and operate the proposed Oasis Facial Bar. We will not unreasonably withhold acceptance of any site you propose that meets our then current general standards, including size, layout, and other physical characteristics, as well as rental and lease terms. We will not unreasonably withhold approval of you or an Affiliated Entity as the franchisee of an Oasis Facial Bar if you meet our then current criteria for the financial and operational qualifications of Oasis Facial Bar franchisees, including the criteria under the Franchise Documents relating to the franchisee's operating partner and other management personnel of the Oasis Facial Bar. However, we have the absolute right to refuse to accept any site or disapprove any franchisee that does not meet these criteria.

Within one hundred fifty (150) days of the date set forth on the Schedule for the Development Period, you must select and obtain our acceptance of a location for your Facial Bar which will be the Approved Location (as defined in the Existing Agreement). If we accept a proposed site and approve your (or your approved Affiliated Entity's) financial and operational ability to develop and operate the proposed Oasis Facial Bar, then we will offer, and you and Affiliated Entity (and your or its owners) must sign, a separate franchise agreement for that Oasis Facial Bar. If you or the Affiliated Entity (and your or its owners) do not do so within a reasonable time after delivery of the franchise agreement, or are unable to obtain lawful possession of the proposed site within a reasonable time after we accept the proposed site, we may withdraw our acceptance. You may not sign any lease or sublease for a site without our approval and first signing, and complying with, the applicable Franchise Documents. After you or your Affiliated Entity signs the applicable Franchise Documents, their terms and conditions will control the development and operation of the Oasis Facial Bar.

If we accept a proposed site, that is not a representation or warranty of any kind, express or implied, of the site's suitability for an Oasis Facial Bar or any other purpose. Our acceptance indicates only that we believe the site meets our then acceptable criteria. Applying criteria that have appeared effective with other sites might not accurately reflect the potential for all sites, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site we accept fails to meet your expectations. In granting you the development rights under this Agreement, we are relying on your knowledge of the real estate market in the Development Territory and your ability to locate and access sites.

7. Franchise Documents. The franchise agreement (and related documents) that you or your Affiliated Entity will sign (or have signed) for each Oasis Facial Bar covered by this Agreement will be our then current form of franchise agreement and related documents, including personal guarantees (collectively, the "Franchise Documents"), any or all of the terms

of which may differ substantially from the terms contained in the Existing Agreement which is our current form of franchise agreement and related documents as of the Effective Date. You and your owners will be required to guarantee the obligations and performance of all Franchise Documents, as set forth in the then current Franchise Documents, even if such Franchise Documents are executed by your Affiliated Entities.

8. Complying with Development Schedule. We will include an Oasis Facial Bar in the cumulative number of Oasis Facial Bars that must be open and operating in the Development Territory according to the Schedule only if it actually is operating and substantially complying with the terms of its Franchise Documents as of the end of a Development Period (as defined on Exhibit A). However, an Oasis Facial Bar which is, with our approval or because of fire or other casualty, permanently closed during a Development Period after being open and operating will be included in the cumulative number of Oasis Facial Bars that must be open and operating according to the Schedule during that particular Development Period (but not after).

Your failure to comply with the Schedule as of the end of any Development Period is a "Development Default." Following a Development Default, and whether or not we provide you written notice of that Development Default, you must cure that Development Default by complying with the Schedule on or before the date which is sixty (60) days after the end of the Development Period with respect to which the Development Default occurred. This cure period does not reduce the Schedule for the next Development Period nor extend the time for you to comply with the Schedule for the next Development Period. In addition, if you commit two (2) Development Defaults in successive Development Periods, or three (3) Development Defaults at any time during the term of this Agreement, then we may (but need not):

(a) terminate this Agreement pursuant to Section 10 (Termination);

(b) extend the time of any Development Period (and thereby extend the time for all future Development Periods) for any period of time that we determine; and/or

(c) reduce the size of the Development Territory to a lesser area that we determine.

9. No Sublicensing Rights or Rights to Marks. This Agreement does not give you any right to license others to operate Oasis Facial Bars. Only you (and your approved Affiliated Entities) may open and operate Oasis Facial Bars pursuant to this Agreement and only under Franchise Documents with us. This Agreement is not a franchise agreement and does not grant you the right to engage in the business of offering, selling or distributing goods and services under the Marks or to use the Marks in any manner. These rights are granted only by franchise agreements signed by you (or your Approved Entities) and us. Subject to Section 12 (Incorporation of Other Terms) below, any and all Franchise Documents are independent of this Agreement.

10. Termination.

(a) You and we understand we can terminate your rights to develop Oasis Facial Bars under this Agreement without terminating this Agreement and the other terms and conditions contained herein. We may terminate, in our sole discretion, this

Agreement in its entirety, or your right to develop additional Oasis Facial Bars within the Development Territory under this Agreement at any time, effective upon delivery of written notice of termination, if:

i. you commit two (2) Development Defaults in successive Development Periods, or three (3) Development Defaults at any time during the term of this Agreement, or fail to cure any Development Default in accordance with Section 8 (Complying with Development Schedule) within sixty (60) days after the end of the Development Period with respect to which the Development Default occurred; or

ii. you or your Affiliated Entity breaches or otherwise is in default under any franchise agreement between us and you (or your Affiliated Entity) for an Oasis Facial Bar, regardless of whether any such franchise agreement is terminated or whether you (or your Affiliated Entity) eventually cure that breach or default (if the applicable franchise agreement provides a cure right); or

iii. you fail to satisfy any other obligations under this Agreement (other than a Development Default), which defaults you have no right to cure.

(b) Neither the termination of this Agreement nor the termination of the development rights contained herein, shall, without more, be grounds for the termination of any franchise agreement signed before the effective date of the termination of this Agreement. However, nothing in this Agreement shall limit our right to terminate any franchise agreement, including the right to terminate any such franchise agreement due to any event, cause or default which also forms the basis or grounds of the termination of this Agreement.

(c) If, pursuant to Section 10(a), we terminate your rights to develop additional Oasis Facial Bars under this Agreement without terminating the Agreement, you shall cease development of any new or unopened Oasis Facial Bars, and the rights and obligations set forth in Section 1 (Grant of Development Rights), Section 5 (Development Schedule) and Section 8 (Complying with Development Schedule) shall immediately be void and have no further effect. In addition to the foregoing, upon such a termination of the development rights herein and not a termination of this entire Agreement, you shall continue to be bound by the terms and conditions of this Agreement which are not related to the development of such new Oasis Facial Bars, including, without limitation, Section 2 (Term), Section 7 (Franchise Documents), Section 9 (No sublicensing Rights or Rights to Marks), Section 11 (Transfer Restrictions), Section 12 (Incorporation of Other Terms) and Section 13 (Your Entity). All of our and your obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

11. Transfer Restrictions.

(a) You and your owners acknowledge that we are granting you the rights under this Agreement because of our perception of your (and your owners') individual

and collective character, skill, business acumen, financial capability and proven ability to operate Oasis Facial Bars according to our Operating Standards. These rights are personal to you and your owners. Therefore, you and your owners may not transfer this Agreement or any of your ownership interests (whether directly or indirectly) without our prior written approval, which we may grant or withhold for any or no reason. For purposes of this Agreement, "transfer" includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events:

i. transfer of record or beneficial ownership of capital stock, a partnership or membership interest, or any other ownership interest or right to receive all or a portion of your profits or losses or any capital appreciation relating to you or any of the Oasis Facial Bars owned or operated by you;

ii. a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests;

iii. any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other agreement granting the right to exercise or control the exercise of the voting rights of any owner or to control your operations or affairs;

iv. transfer of an interest in you, this Agreement, any other agreement entered into by and between us and you covered by the Franchise Documents (or any right to receive all or a portion of your or the Oasis Facial Bar's profits or losses or any capital appreciation relating to you or the Oasis Face Bar) in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

v. if you or one of your owners dies, transfer of an interest in you, the Franchise Documents or the Oasis Facial Bar (or any right to receive all or a portion of your or the Oasis Facial Bar's profits or losses or any capital appreciation relating to you or the Oasis Facial Bars) by will, declaration of or transfer in trust, or under the laws of intestate succession; or

vi. the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any interest in this Agreement or the Franchise Documents, the Oasis Facial Bars, any other agreement by and between us and you, or an ownership interest in you; foreclosure upon or attachment or seizure of any of the Oasis Facial Bars or any of their operating assets; or your transfer, surrender or loss of the Oasis Facial Bar's possession, control or management.

(b) You acknowledge our current requirement is that developers (directly or through Affiliated Entities) must continue to own and operate all of the Oasis Facial Bars located in their Development Territory throughout the entire terms of their franchise agreements. We believe these requirements are important in order to (among other reasons) establish continuity and cooperation among the Oasis Facial Bars in the market

and protect the Oasis Facial Bar brand. Therefore, you and your owners agree that if you, any of your owners seeks to enter into any transfer that would (if consummated) require our approval pursuant to this Section 11 or the applicable Franchise Documents, regardless of the form of transaction, then we may condition our approval of that transfer (in addition to any other conditions set forth in this Agreement or the applicable Franchise Documents) on the simultaneous transfer to that transferee of other rights, interests, obligations, assets, and/or ownership interests such that, following such transfer, you (or your successor in interest, including the transferee) own and operate all of the Oasis Facial Bars in the Development Territory.

(c) We may transfer this Agreement or any of our ownership interests without restriction.

12. Incorporation of Other Terms. Section 6 (Confidential Information), Section 7 (Exclusivity and Non-Competition During the Term), Section 14.D (Covenant Not to Compete), Section 15 (Relationship of the Parties/Indemnification), Section 16 (Enforcement), and Section 17 (Notices and Payments) of the Existing Agreement including the arbitration obligations in Section 16 (collectively, the "Other Terms"), are incorporated by reference in this Agreement and will govern all aspects of our relationship with you under this Agreement and the construction of this Agreement as if fully restated within the text of this Agreement, even if the Existing Agreement is entered into by your Affiliated Entity and not you directly. You and we acknowledge and agree that all such Other Terms shall remain in full force and effect under this Agreement for the full duration and term of this Agreement, independent of the term or earlier termination of the Existing Agreement.

13. Your Entity. Your organizational documents, operating agreement, and/or partnership agreement will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other governing documents representing such ownership interests in you (including, but not limited to, an operating or LLC agreement) will bear a legend referring to this Agreement's restrictions. Exhibit C to this Agreement completely and accurately describes all of your owners and their ownership interests in you. Subject to our rights and your obligations under Section 11 (Transfer Restrictions) of this Agreement, you and your owners agree to sign and deliver to us a revised Exhibits C to reflect any changes in the information that Exhibit C now contains. Each of your owners at any time (current and future, and their spouses, if they are married) during this Agreement's term shall execute the Guaranty and Assumption of Obligations Agreement, in the form attached to this Agreement as Exhibit D, whereby each such Owner personally agrees to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you (and your Affiliated Entities) and us, including, without limitations, all Franchise Documents.[1] For purpose of this Agreement, the term "Affiliated Entity" means any corporation, limited liability company or other business

[1] Note: If the entity signing this Development Rights Agreement is the same entity that will enter into the Existing Agreement then the Guaranty and Assumptions of Obligations will not be required under this Development Rights Agreement and such Guaranty will be executed under the Existing Agreement.

entity (a) of which you or one or more of your owners owns at least fifty-one percent (51%) of the total outstanding ownership interests and has the power unilaterally, without the consent or approval of any other person or Entity, to direct and control the entity's management and policies; and (b) that is approved by us in our sole judgment to own and operate an Oasis Facial Bar.

14. Entire Agreement; Construction. The preambles and exhibits are a part of this Agreement which, together with the Existing Agreement and any riders, exhibits, or addenda signed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this or any related agreement is intended to disclaim the representations we made to you in the latest franchise disclosure document that we furnished to you. All capitalized terms used but not defined in this Agreement shall have the meanings in the Existing Agreement. This Agreement may be signed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Development Rights Agreement effective as of the Effective Date.

US:
Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name_____
Title: _____

YOU:
[NAME],
a [entity choice]

By:_____
Name: _____
Title: _____

EXHIBIT A
TO DEVELOPMENT RIGHTS AGREEMENT

You agree to open _____ (__) total Oasis Facial Bars within the Development Territory (including the Oasis Facial Bar to be opened under the Existing Agreement) according to the following Schedule within the following time periods (each a "Development Period" and collectively the "Development Phase"):

Development Period Ending On:	Cumulative Number of New Facial Bars To Be Opened and Operating No Later Than the Opening Date (in Previous Column)
[date]	[…]
[date]	[…]
[date]	[…]
Total Facial Bars as of [date]	[…]

US:
Oasis Face Bar Franchising, LLC,
An Ohio limited liability company

By:_____
Name_____
Title: _____

YOU:
[NAME],
a [entity choice]

By:_____
Name: _____
Title: _____

EXHIBIT B
TO DEVELOPMENT RIGHTS AGREEMENT

The Development Territory is defined as the entire area encompassing _____ in the State of _____, as the boundaries of those territories exist on the date of this Agreement. The Development Territory is depicted on the map attached to this Exhibit B. However, if there is an inconsistency between the language in this Exhibit B and the attached map, the language in this Exhibit B shall control.

US:	**YOU:**
Oasis Face Bar Franchising, LLC,	**[NAME],**
an Ohio limited liability company	a [entity choice]
By:_____	By:_____
Name_____	Name: _____
Title: _____	Title: _____

MAP OF
DEVELOPMENT TERRITORY

Exhibit C
TO DEVELOPMENT RIGHTS AGREEMENT

DEVELOPER INFORMATION

DATE: _____

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

	Owner's Name	**Percentage Ownership**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

Officers/Directors/Manager. The following list includes the full name of each person who is one of your officers, directors or Manager, and includes each individual's title(s).

Name of Each Director/Officer/Manager	**Title(s)**
_____	_____
_____	_____
_____	_____
_____	_____

Operating Partner/Administrator.

The Operating Partner is _____.

The Lead Esthetician is _____.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit C to the Development Rights Agreement effective as of the Effective Date.

US:	**YOU:**
Oasis Face Bar Franchising, LLC,	**[NAME],**
an Ohio limited liability company	a [entity choice]
By:_____	By:_____
Name_____	Name: _____
Title: _____	Title: _____

EXHIBIT D
TO DEVELOPMENT RIGHTS AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20___, by _____
_____.

In consideration of, and as an inducement to, the execution of that certain Development Rights Agreement (the "Agreement") on this date by Oasis Face Bar Franchising, LLC ("we," "us," or "our"), each of the undersigned personally and unconditionally, jointly and severally, (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the arbitration, non-competition, confidentiality, and transfer requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Developer and among other guarantors; (2) he, she, or they will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Developer or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or its owners, and for so long as we have any cause of action against Developer or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to us; (ii) all rights to require us to proceed against Developer for any payment required under the Agreement, proceed against or

exhaust any security from Developer, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (iii) any benefit of, any right to participate in, any security now or hereafter held by us; and (iv) acceptance and notice of acceptance by us of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. We shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to us. Without affecting the obligations of the undersigned under this Guaranty, we may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability or any counterclaim or right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of Developer's creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

If we are required to enforce this Guaranty in a judicial proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction closest to where our principal business address then is

located, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S):

_____
Printed Name: _____
Percentage of Ownership in Developer: ____%

_____
Printed Name: _____
Percentage of Ownership in Developer: ____%

_____
Printed Name: _____
Percentage of Ownership in Developer: ____%

EXHIBIT D

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EXHIBIT E

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") by and between Oasis Face Bar Franchising, LLC, an Ohio limited liability company ("Oasis") and _____ ("Franchisee") and each of the undersigned individuals (together with the Franchisee, each a "Recipient" and collectively the "Recipients"), is dated this ___ day of _____, 20__.

WHEREAS, Recipients desire to discuss matters relating to the possible development of a franchised Oasis Face Bar facial spa (a "Franchised Business") and participate in certain Oasis-sponsored meetings and/or discussions and/or training events at which Proprietary Information (as defined below) will be shared and/or discussed; and

WHEREAS, Oasis desires to engage in such discussions with Recipients while maintaining the confidentiality of such Proprietary Information.

NOW, **THEREFORE**, in consideration of the right to participate in such meetings and/or discussions and to become a franchisee a Franchised Business as a condition to the disclosure of Proprietary Information to the Recipients, each Recipient hereby agrees as follows:

1. The term "Proprietary Information" means (a) any information, material or documents relating to Oasis, its business, assets, financial condition, operations, products, promotions, member relations, services, service provider recruitment and retention, supplier relationships, trade secrets, know-how, strategies and prospects acquired by a Recipient at any time; (b) any information, material or documents obtained by a Recipient during the course of meetings or discussions with Oasis and/or its representatives or agents; and (c) any information, material or documents provided by Oasis to a Recipient in connection with the execution of a franchise agreement with Oasis for a Franchised Business (a "Franchise Agreement", a form of which was attached to the Oasis Franchise Disclosure Document Recipients received) and a Recipient's operation of the Franchised Business, including, without limitation the Operations Manual (as defined in the Franchise Agreement) and any Confidential Information (as defined in the Franchise Agreement). Proprietary Information may be furnished to a Recipient either orally, in writing, by inspection, through computer, tape or other electronic, mechanical or visual media. For purposes of this Agreement, Proprietary Information shall not include any information which is generally available to the public other than as a result of disclosure by a Recipient.

2. All Proprietary Information is the exclusive property of Oasis and Oasis has the sole and exclusive right to use, duplicate, implement and/or dispose of such Proprietary Information.

3. All Proprietary Information shall remain confidential in accordance with this Agreement. Without Oasis' prior written consent, Recipients shall not, directly or indirectly, (a) disclose or reveal any Proprietary Information to any person, firm or entity; (b) use the Proprietary Information for any purpose other than in connection with its performance of services for Oasis or

as a franchisee of an Oasis Franchised Business; and (c) disclose to any person, firm or entity the terms, conditions or other facts with respect to this Agreement (including its existence or status).

4. In the event a Recipient becomes legally compelled to disclose any of the Proprietary Information, it will provide immediate notice to Oasis so that Oasis may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

5. Upon receipt of written notice from Oasis, Recipients shall promptly deliver to Oasis (a) all written or tangible materials (including, by way of example and not of limitation, documents, memoranda, notes and other writings, computer disks, tapes and printouts) containing or reflecting any Proprietary Information, without retaining any copies, summaries, analyses or extracts thereof; and (b) all written or tangible materials (including, by way of example and not of limitation, documents, memoranda, notes and other writings, computer disks, tapes and printouts) whatsoever which have been prepared by Recipients in connection with its relationship with Oasis or its performance of services for Oasis, without retaining any copies, summaries, analyses or extracts thereof.

6. Recipients acknowledge that a breach of any of the provisions of this Agreement will have a material and adverse effect upon Oasis and damages arising from such breach may be difficult to ascertain. Consequently, Recipients agree that in addition to, and without limiting any other right or remedy Oasis may have, Oasis is entitled to equitable relief, including injunction and specific performance.

7. Recipients agree to, jointly and severally, indemnify, defend and hold harmless Oasis, its subsidiaries, affiliates and franchisees against any and all losses, expenses, liabilities, actions, claims, demands, liens, damages, and/or judgments (collectively the "Losses") including reasonable attorneys' fees and litigation costs directly arising from the unauthorized disclosure or use of the Proprietary Information by a Recipient. The obligation to defend, indemnify and hold harmless shall include payment or reimbursement for all Losses, whether or not resulting from third party claims, but shall not include Losses resulting directly from any negligent or willful act of the indemnified party.

8. In the event that a Recipient is required to divulge Proprietary Information to any third party in the course of performing services for Oasis, such Recipient shall require each such third party to execute a confidentiality agreement acceptable to Oasis prior to the disclosure of the Proprietary Information.

9. This Agreement will be enforceable by the successors and assigns of Oasis.

10. The provisions of this Agreement shall be severable. In the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

11. This Agreement may be waived, amended, or modified only by an instrument in writing signed by the party against whom such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement which are to be so waived, amended or modified.

12. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same instrument.

13. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio. Any disputes arising out of this agreement shall be brought in the Common Pleas Court of Franklin County, Ohio, and Franchisee waives any objection it might have to the personal jurisdiction of or venue in such court and waives any right to file or remove any such action or claim to federal court.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the date first above written.

OASIS:

Oasis Face Bar Franchising, LLC
an Ohio limited liability company

By: _____
Name: _____
Title: _____

RECIPIENTS:

_____
a _____

By: _____
Name: _____
Title: _____

_____
Print Name: _____

_____
Print Name: _____

_____
Print Name: _____

EXHIBIT F

Franchised Outlets as of December 31, 2024

COMPANY-OWNED OUTLETS:

- Scottsdale, Arizona location: Oasis Face Bar Scottsdale, LLC
  7056 E. 5th Ave., Scottsdale, AZ 85251
  480-560-3107

- Brickell, Florida location:
  1160 SW 2nd Ave, Miami, FL 33130
  (786) 503-4909

FRANCHISEE-OWNED OUTLETS:

- Worthington location: Ashely Landers
  667 High St, Worthington OH 43085
  614-749-8219

- Pickerington location: Tessa Kolevski
  88 W. Church Street, Suite 400, Pickerington, OH 43147
  614-524-1013

- Columbus location: Hannah Kerksiek
  219 N High St. Unit B, Columbus OH 43201
  614-615-1868

- Delaware location: Cheyenne Bengel
  20 E. Winter Street, Delaware, OH 43015
  740-990-0330

- Dublin location: Ashley Landers
  11 W. Bridge St., Dublin OH 43017
  614-615-1924

- Cincinnati location: Amy Fulton
  1345 Walnut St, Cincinnati OH 45202
  513-348-5627

- Cincinnati (Oakley) location: Amy Fulton
  3300 Brotherton Rd., Cincinnati OH 45209
  513-675-6448

- Rocky River location: Hannah Kerksiek

9134 Old Detroit Rd., Rocky River, OH 44116
440-687-7233

- Chicago (Lincoln Park) location: Leila Golding
  2136 N. Halstead, Chicago, IL 60614
  773-697-9624

- Chicago (Wicker Park) location: Leila Golding
  2142 W. Division St., Chicago IL 60622
  773-394-1720

- Nashville location: Lindsey Hogan
  1200 Villa Place, Nashville, TN 37204
  615-678-8741

- Kalamazoo location: Nicolle Platz
  3110 Oakland Dr., Kalamazoo MI 49008
  269-364-6354

- Austin location: Suong Bui
  10000 Research Blvd, Austin, TX 78759
  sue@oasisfacebar.com
  512-330-4019

- Raleigh location: Lisa Potteiger
  7277 NC 42, Ste 211, Raleigh, NC 27603
  lisa@oasisfacebar.com
  919- 615-1359

Franchisees who have signed a Franchise Agreement but have not opened a Facial Bar:

None.

EXHIBIT G

Franchisees Who Have Left the System or Have Not Communicated

As of December 31, 2024, the following franchisees left the OFB franchised system or ceased co mmunication with us.

None.

EXHIBIT H

Financial Statements

OASIS FACE BAR FRANCHISING LLC

Financial Statements For The Years Ended December 31, 2024 & December 31, 2023 & December 31, 2022

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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Statement of Shareholders' Equity	8
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omar@napercpa.com

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of OASIS FACE BAR FRANCHISING LLC

Opinion

We have audited the financial statements of OASIS FACE BAR FRANCHISING LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2024 & December 31, 2023 & December 31, 2022, the related Profit & Loss Statements, the related Statements of Cashflows, the related Statements of Shareholders' Equity, and the related notes for the twelve-month periods then ended. (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 & December 31, 2023 & December 31, 2022, and the results of its operations and its cash flows for the twelve-month periods then ended 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 of material misstatement, whether due to fraud or error.

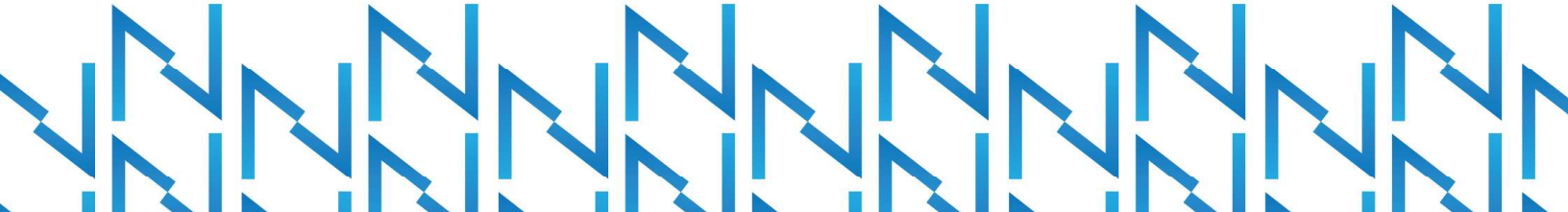
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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.



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- 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 the Company'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 the Company'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.

Omar Alnuaimi, CPA

Naperville, IL
April 30, 2025

OASIS FACE BAR FRANCHISING LLC
PROFIT & LOSS STATEMENT
FOR THE YEARS ENDED DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	2024	2023	2022
Revenue			
Revenue - Franchise Fees	$120,387	$ 53,885	$67,458
Revenue - Royalties	178,425	172,590	65,729
Revenue - Other	87,843	77,273	24,509
Total Revenue	386,655	303,748	157,696
Cost of Sales	-	2,291	16,606
Gross Profit	386,655	301,457	141,090
Operating Expense			
Advertising & Marketing Expense	2,889	3,032	14,011
Salaries & Wages Expense	62,260	42,615	45,846
Rent Expense	2,220	-	17,600
Supplies Expense	1,251	14,880	15,333
Computer & Software Expense	19,952		9,636
Office Expense	17,623	13,963	2,632
Professional Fees	41,665	-	26,479
Travel Expense	12,357	-	8,280
Repairs & Maintenance	-	-	197
Outside Labor	127,808	61,214	-
Bank & Merchant Fees	10,095	9,909	796
Total Operating Expenses	298,118	145,613	140,809
Net Income From Operations	88,537	155,844	281
Other Income (Expense)			
Loss From Discontinued Operations	-	(25,000)	-
Total Other Income (Expense)	-	(25,000)	-
Net Income Before Provision for Income Tax	88,537	130,844	281
Provision for Income Taxes	-	-	-
Net Income (Loss)	$ 88,537	$130,844	$ 281

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

OASIS FACE BAR FRANCHISING LLC
BALANCE SHEET
AS OF DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	12/31/24	12/31/23	12/31/22
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	$ 8,724	$ 22,256	$ 164
Accounts Receivable	83,594	53,250	156,500
TOTAL CURRENT ASSETS	92,318	75,506	156,664
NON-CURRENT ASSETS			
TOTAL NON-CURRENT ASSETS	-	-	-
TOTAL ASSETS	92,318	75,506	156,664
LIABILITIES AND OWNER'S EQUITY			
CURRENT LIABILITIES			
Accrued Expenses	4,000	1,032	-
Deferred Revenue - Short Term	18,875	19,344	14,250
TOTAL CURRENT LIABILITIES	22,875	20,376	14,250
NON-CURRENT LIABILITIES			
Deferred Revenue - Long Term	125,156	81,167	47,646
TOTAL NON-CURRENT LIABILITIES	125,156	81,167	47,646
TOTAL LIABILITIES	148,031	101,542	61,896
OWNER'S EQUITY			
Retained Earnings (Deficit)	(144,252)	(156,882)	94,487
Net Income (Loss)	88,537	130,844	281
TOTAL SHAREHOLDERS' EQUITY	(55,715)	(26,038)	94,768
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 92,318	$ 75,506	$156,664

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

OASIS FACE BAR FRANCHISING LLC
STATEMENT OF CASHFLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	2024	2023	2022
OPERATING ACTIVITIES			
Net Income	$ 88,537	$ 130,844	$ 281
Non-Cash Adjustments			
Changes in Accounts Receivable	(30,344)	103,250	(143,268)
Other Changes in Working Capital	2,968	1,032	3,710
Changes in Unearned Revenue	43,521	38,615	44,396
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	104,683	273,741	(94,881)
INVESTING ACTIVITIES			
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-
FINANCING ACTIVITIES			
Owner's Contribution (net)	(118,214)	(251,650)	85,095
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(118,214)	(251,650)	85,095
NET INCREASE (DECREASE) IN CASH	(13,531)	22,091	(9,786)
CASH AT BEGINNING OF PERIOD	22,256	164	9,949
CASH AT END OF PERIOD	$ 8,724	$ 22,256	$ 164

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

OASIS FACE BAR FRANCHISING LLC
STATEMENT OF SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2024 & DECEMBER 31, 2023 & DECEMBER 31, 2022

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 9,391	$ -	$ 9,391
Net Income for the period ending December 31, 2022	-	281	281
Equity Contributions (Distributions)	-	85,095	85,095
Balance, December 31, 2022	**$ 9,391**	**$ 85,376**	**$ 94,768**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 94,768	$ -	$ 94,768
Net Income for the period ending December 31, 2023	-	130,844	130,844
Equity Contributions (Distributions)	-	(251,650)	(251,650)
Balance, December 31, 2023	**$ 94,768**	**$ (120,806)**	**$ (26,038)**

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ (26,038)	$ -	$ (26,038)
Net Income for the period ending December 31, 2024	-	88,537	88,537
Equity Contributions (Distributions)	-	(118,214)	(118,214)
Balance, December 31, 2024	**$ (26,038)**	**$ (29,677)**	**$ (55,715)**

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

OASIS FACE BAR FRANCHISING LLC (the "Company") was incorporated under the laws of the State of Ohio for the purpose of offering franchise opportunities to entrepreneurs who desire to operate a business under the Oasis Face Bar marks and system which will operate an open-concept, express skincare spa offering targeted and customizable facial treatments (such business, a "Facial Bar").

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

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 the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents
Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables
The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 was necessary as of December 31, 2024, December 31, 2023, & December 31, 2022. Franchisee bad debt expense was $0 for the year ended December 31, 2024, December 31, 2023, & December 31, 2022. Franchisee amounts written off were $0 for the year ended December 31, 2024, December 31, 2023, & December 31, 2022.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2024, December 31, 2023, & December 31, 2022, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2024, December 31, 2023, & December 31, 2022, the carrying amounts of the Company's financial assets and liabilities reported in the balance sheets approximate their fair value.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company, with the consent of its shareholders, intends to elect to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2024, December 31, 2023, & December 31, 2022, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 30, 2025, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT I

Form of Release Agreement

OASIS FACE BAR FRANCHISING, LLC
RENEWAL/ASSIGNMENT OF FRANCHISE DOCUMENTS RELEASE

THIS CONSENT TO RENEWAL/ASSIGNMENT OF FRANCHISE DOCUMENTS (the "Release") is effective this _____ day of _____ 20___, by and among Oasis Face Bar Franchising, LLC, an Ohio limited liability company (the "Company"), and _____, a _____ _____ ("Franchisee/Transferor").

R E C I T A L S:

WHEREAS, Franchisee/Transferor and the Company (or its predecessor) entered into a certain Franchise Agreement dated as of _____, 20___ (the "Franchise Agreement" and, together with all related documents and agreements, the "Franchise Documents") granting Franchisee/Transferor the right to operate an Oasis Face Bar skincare spa at _____ (the "Facial Bar") according to the terms of the Franchise Documents (all initial capitalized terms used but not defined in this Release shall have the meanings set forth in the Franchise Agreement); and

WHEREAS, Franchisee/Transferor wishes to renew or assign its interest in the Franchise Documents and the Facial Bar, and all related rights; and

WHEREAS, the Franchise Agreement contains Franchisee's/Transferor's obligation to sign a release of claims in connection with any renewal of the Franchise Documents and its obligation not to assign the Franchise Agreement or the Facial Bar's assets without the Company's prior written approval; and

WHEREAS, the Company is willing to approve the renewal or assignment of the Franchise Documents, as applicable (the "Transaction"), if, among other things, Franchisee/Transferor and its related parties agree to the terms of this Release; and

WHEREAS, Franchisee/Transferor and its related parties are willing to agree to the terms of this Release in order to obtain the Company's consent to the Transaction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Release and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Release of the Company Parties and Covenant Not to Sue**. Franchisee/Transferor, for itself and its affiliates, each of their respective owners (including, without limitation, each person listed under "Owners" on the signature page of this Release) (collectively, the "Owners"), officers, directors, partners, managers, employees, representatives and agents, and all of their respective successors, heirs, executors, administrators, personal representatives and assigns (collectively, the "Renewing/Transferring Parties"), hereby forever releases and discharges the Company, its predecessors, its and their affiliates, and all of their respective managers, officers, directors, owners, employees, agents, heirs, representatives, successors and assigns (collectively, the "Company Parties"), from any and all claims, damages, demands, causes of action, debts, costs, suits, duties, obligations, liabilities and agreements of any

nature and kind whatsoever (collectively, "Claims") which any of the Renewing/Transferring Parties now has, ever had, or, but for this Release, hereafter would or could have against any of the Company Parties relating to or arising directly or indirectly in connection with any of the Renewing/Transferring Parties' rights or any of the Company Parties' obligations under the Franchise Documents, or otherwise relating to or arising directly or indirectly in connection with the relationship between any of the Renewing/Transferring Parties and any of Company Parties, at any time prior to the Effective Date.

Franchisee/Transferor and the Owners, for themselves and the other Renewing/Transferring Parties, further covenant not to sue any of the Company Parties on any of the Claims released by this Section 1. Franchisee/Transferor and each of the Owners, jointly and severally, hereby represent and warrant to the Company Parties that: (a) each has full power and authority to sign this Release and bind all of the Renewing/Transferring Parties to its provisions; (b) none of the Renewing/Transferring Parties has assigned any of the Claims released by this Section 1 to any individual or entity who is not bound by this Section 1; and (c) the Owners collectively own all of the issued and outstanding shares of capital stock or other ownership interests in Franchisee/Transferor.

Franchisee/Transferor and the Owners acknowledge a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

"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 the settlement with the debtor."

Each of the Renewing/Transferring Parties hereby waives and relinquishes every right or benefit which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that he, she, or it may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Claims released under this Release, each of the Renewing/Transferring Parties acknowledges that he, she, or it may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of this release, but that it is the parties' intention, subject to the terms and conditions of this Release, fully, finally and forever to settle and release all such Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given under this Release shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts

2. **Miscellaneous**.

(a) This Release, together with the other documents and agreements signed simultaneously with this Release in order to effect the Transaction, represents the entire agreement of the parties pertaining to the subject matter of this Release and supersedes all prior agreements, understandings and representations, whether oral or written.

(b) The Sections in the Franchise Agreement relating to enforcement of the Agreement, including, without limitation, the provisions relating to Arbitration, Governing Law

and Consent to Jurisdiction, are incorporated in this Release by this reference as if fully stated here.

(c) The captions and headings are only for convenience of reference, are not a part of this Release, and will not limit or construe the provisions to which they apply. All references in this Release to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine. The obligations of the Owners and Franchisee/Transferor to the Company shall be joint and several.

(d) This Release is binding upon and inures to the benefit of the Company, Franchisee/Transferor, the Owners and their respective successors, permitted assigns and legal representatives. This Release may be executed in multiple copies, each of which will be deemed an original.

(e) Each of the Company Parties will be deemed to be a third-party beneficiary of this Release with an independent right to enforce it.

IN WITNESS WHEREOF, the parties have duly executed this Release on the date first stated above.

Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title: _____

FRANCHISEE/TRANSFEROR

_____
[Name]

By:_____
Name:_____
Title: _____

OWNERS:

_____
Name: _____

_____
Name: _____

EXHIBIT J

State- Specific Additional Disclosures and Riders

The following are additional disclosures for the Multistate Franchise Disclosure Document of Oasis Face Bar Franchising, LLC required by various state franchise laws. A particular state's disclosures only apply if you are covered by that state's franchise law.

INDIANA

Nothing in this Disclosure Document or the Franchise Agreement is intended to be contrary to the provisions of the "Deceptive Franchise Practices" law of Indiana, which is contained in Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7 as amended ("Indiana Franchise Practices Law"). In the event of any conflict between any provision of the Franchise Agreement and the Indiana Franchise Practices Law the Indiana law will control, but in that case, the provision of the franchise agreement affected will be limited only to the extent necessary to bring it within the requirement of the law and, to that extent, that provision shall be deemed to have been omitted from the Franchise Agreement as of the date of execution of the Franchise Agreement. This will not affect the validity of any remaining portion of the Franchise Agreement.

ILLINOIS

ITEM 5 of the Franchise Disclosure Document is amended to include the following:

> The Illinois Attorney General's Office requires that the Franchisor defer the collection of all initial fees from Illinois franchisees until the Franchisor has completed all its pre-opening obligations and franchisee is open for business. Therefore, you will not be required to pay any fees listed in Item 5 of the Franchise Disclosure Document until your franchise has opened for business. The Illinois Attorney General's Office imposed this deferral requirement due Franchisor's financial condition.

ITEM 17 of the Disclosure Document is amended to add the following:

> Illinois law governs the franchise agreements.
>
> The conditions under which your franchise may be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20. Provisions regarding jurisdiction and venue and choice of law may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RIDER TO THE OASIS FACE BAR FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider (the "Rider") is made and entered as of _____, between Oasis Face Bar Franchising, LLC, an Ohio limited liability company ("we," "us," "our," or "Franchisor"), and _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement.

WHEREAS, this Rider is being signed because (a) any of the offer or sales activity relating to the Franchise Agreement occurred in Illinois and the Facial Bar you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are a resident of Illinois.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Based upon the franchisor's financial condition, the Illinois Attorney General's Office has required that all initial fees and payments owed to franchisor by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has opened the franchised business. The Illinois Attorney General's Office imposed this deferral requirement due Franchisor's financial condition. Therefore, the Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your Facial Bar will be delayed and deferred until your Facial Bar has opened. Your Facial Bar will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and you begin offering the spa services to the general public. At such point, your obligation to begin paying the fees and expenses listed in the Agreement will begin, pursuant to the terms set forth in the Agreement, including without limitation, the Initial Franchise Fee.

3. Sections 16.F (Mediation), 16.G (Arbitration) and 16.H (Governing Law) of the Agreement are amended to add the following:

> "If any provisions of the Agreement are inconsistent with applicable Illinois state law, then Illinois state law shall apply. Any provision which designates jurisdiction or venue in a forum outside Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois. Any condition, stipulation or provision purporting to bind any

person acquiring any Franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act is void."

4. Section 16.I (Consent to Jurisdiction) of the Agreement is amended to add the following:

"In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois."

5. The following language is added to the end of Section 16.J (Waiver of Punitive Damages and Jury Trial) of the Agreement:

"HOWEVER, THIS WAIVER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY SECTION 705/41 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987 OR ILLINOIS REGULATIONS AT SECTION 260.609."

6. Section 16.L. (Limitation of Claims) is amended to add the following:

"However, nothing in this Section shall shorten any period within which you may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met)."

7. The following language is added as a new Section 20 of the Franchise Agreement:

20. **ILLINOIS FRANCHISE DISCLOSURE ACT**

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void. However, that Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

9. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date first stated above.

Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title: _____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

AMENDMENT TO THE OASIS FACE BAR FRANCHISING, LLC DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

> "In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois."

2. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

> "Illinois law governs the terms of this Franchise Agreement."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

> "Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

> "To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

6. 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.

7. The Illinois Attorney General's Office requires that the Franchisor defer the collection of all initial fees from Illinois franchisees until the Franchisor has completed all its preopening obligations and franchisee is open for business. Therefore, you will not be required to pay any fees listed in Item 5 of the Franchise Disclosure Document until your franchise has opened for business. The Illinois Attorney General's Office imposed this deferral requirement due Franchisor's financial condition.

-Remainder of Page Intentionally Blank-

The parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title: _____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a Oasis Face franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement or Development Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

3. 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.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

AMENDMENT TO THE OASIS FACE BAR FRANCHISING, LLC DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Oasis Face Bar Development Agreement (the "Development Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in the Development Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, the Development Agreement is hereby amended to further state:

> "Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, the Development Agreement is hereby amended to further state:

> "Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, the Development Agreement is hereby amended to further state:

> "Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. This development agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8 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.

8. To the extent of any inconsistencies, the Development Agreement is hereby amended to further state:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens."

The parties hereto have duly executed this Maryland Amendment to the Development Agreement on the same date as that on which the Franchise Agreement was executed.

Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title: _____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

AMENDMENT TO THE OASIS FACE BAR FRANCHISING, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Oasis Face Bar Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, of the Franchise Agreement is hereby amended to further state:

> "Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, of the Franchise Agreement is hereby amended to further state:

> "Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

> "Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. 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.

9. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement"

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

Oasis Face Bar Franchising, LLC,
an Ohio limited liability company

By:_____
Name:_____
Title: _____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

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	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

FRANCHISEE ACKNOWLEDGMENT STATEMENT

****NOT FOR USE IN CALIFORNIA AND WASHINGTON****

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee (or developer) 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.

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee hereby waives any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Oasis Face Bar Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products or services under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products or services will not be sold within Franchisee's Territory by others who may have purchased such products or services from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE OASIS FACE BAR FRANCHISING, LLC AND ANY OF ITS PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SHAREHOLDERS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS

RELEASE IS SPECIFICALLY INAPPLICABLE TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

ACKNOWLEDGED:

FRANCHISEE (Entity):

_____

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE (Principal):

_____
Name:_____
Date:_____

FRANCHISEE (Principal):

_____
Name:_____
Date: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we 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 requires 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 we do 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, 600 Pennsylvania Avenue, NW, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is Oasis Face Bar Franchising, LLC, located at 7385 State St., Rte 3, Unit 490, Westerville, Ohio 43082. Its telephone number is 740-272-8502.

Issuance Date: May 1, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: Molly Lyons, located at 7385 State St., Rte 3, Unit 490, Westerville, Ohio 43082, with a telephone number of 740-272-8502.

We authorize the respective state agents in each state to receive service of process for us in such particular state.

I received a disclosure document from Oasis Face Bar Franchising, LLC dated May 1, 2025, that included the following Exhibits:

Exhibit A: List of State Franchise Administrators
Exhibit B: Franchise Agreement
Exhibit C: Development Rights Agreement
Exhibit D: Operations Manual Table of Contents
Exhibit E: Confidentiality Agreement
Exhibit F: Franchised Outlets
Exhibit G: Franchisees Have Who Left System
Exhibit H: Financial Statements
Exhibit I: Form of Release Agreement
Exhibit J: State Disclosures + Riders
Exhibit K: Franchisee Acknowledgment Statement

_____ _____

Date
(Date, Sign, and Keep for Your Own Records)

Prospective Franchisee Name

_____

Authorized Signature

Retain this copy for your records

[Signature Page to FDD Receipt, Franchisee Copy]

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_____
Date
(Date, Sign, and Keep for Your Own Records)

_____
Prospective Franchisee Name

_____
Authorized Signature

Give this copy to Oasis Face Bar Franchising, LLC