

DISCLOSURES REQUIRED
BY TEXAS LAW

The State of Texas has not reviewed and does not endorse, approve, recommend, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Names and Addresses

The seller of the Healthier4U Vending business opportunity is 21st Century Technologies Group, LLC, a Nevada limited liability company (generally referred to as “we”, “us”, or “our”). We do business under the name of Healthier4U Vending. We have no parent or affiliated companies.

The name, address, and title of each of our officers, directors, trustees, general partners, general managers, principal executives, and others responsible for our activities that relate to the sale of business opportunities are:

Brian Swain – Owner
2877 Paradise Road #1205
Las Vegas, NV 89118

Sales Periods

1. We have sold business opportunities since 2011
2. We have sold business opportunities involving the products, equipment, supplies, or services we are offering to the purchaser since 2011

Service Description

We will provide the following services for the buyer in connection with the business opportunity:

1. Provide toll-free access (800-642-2148) to the team of business support personnel. The expertise provided by Seller is designed to support the establishment and implementation of Your business in the vending industry utilizing our equipment. The service is provided for as long as You need it and You continue to do business in the vending industry utilizing equipment manufactured and sold by Seller.
2. Provide a comprehensive Machine Manual detailing machines and programming procedures.
3. Provide a 2-day Training Program – a complete overview of how to operate vending machines, service them, and operate the business to be held at Seller’s Las Vegas, Nevada training facility. Training will cover the following topics:
 - a. Operation of the Equipment
 - b. Marketing the Business
 - c. Inventory Management
 - d. Business Operations
 - e. Taxes and Insurance
 - f. Locations

Seller shall pay expenses for lodging during this training program, as well as 2 catered lunches and one dinner for a maximum of two individuals. Buyer shall be responsible for all expenses pertaining to food transportation outside of the training program and for any supplemental or optional instruction course attended by Buyer. The Buyer is responsible for travel expenses getting from their city to the training course provided in Las Vegas, Nevada.

4. Provide location services. H4U agrees to use its best efforts to assist Buyer with initial location services (“Initial Placement”) for each machine purchased by Buyer. As part of its best efforts, H4U will provide Buyer with demographic details, contact information, and related details

about each location identified by H4U. In consideration of the provision of this information by H4U, Buyer agrees to inspect the location(s) identified by H4U, including, but not limited to, meeting with any owner(s) or representative(s) of each location. Buyer specifically agrees that the responsibility of meeting with prospective location(s) and obtaining approval to place Buyer's equipment into the prospective location is solely on Buyer and not on H4U. If Buyer fails to participate in meetings with prospective locations or otherwise fails to follow up or through with respect to a particular location identified by H4U, Buyer specifically agrees that H4U has fully met its obligation with respect to this paragraph. While Seller will use its best efforts to assist Buyer in obtaining approval from prospective location(s) for the placement of Buyer's equipment, Buyer expressly acknowledges and agrees H4U is not responsible for any denial or refusal of placement by the location. The ultimate responsibility for obtaining approval to place equipment at any particular location is allocated to Buyer and not to H4U.

Buyer also expressly acknowledges and agrees that while H4U will use its best efforts to identify high performing locations for Buyer, H4U does not guarantee any particular level of performance at any location identified by H4U. Buyer also expressly agrees that H4U may, in its sole discretion, assist Buyer with identifying an alternative location for Buyer's equipment within ninety (90) days after Initial Placement. In the event H4U agrees to assist Buyer in identifying a new location under this paragraph, Buyer agrees that all the foregoing terms apply, and that Buyer is solely responsible for all moving costs associated with transferring Buyer's equipment to the alternative location.

All equipment is insured throughout the shipping and installation process. All freight damages must be noted on the Bill of Lading at the time of receipt, or risk losing the ability to collect for any freight damages. All freight damage and shipping issues must be reported to H4U and noted when signing for the freight on the BOL. All damage must be noted at the time of receipt, and H4U will be notified of such event within 48 hours of the delivery. All damage to the machine, including freight, parts, labor, will be covered in the claim amount. There will be no additional costs incurred, lost sales, time, inventory, etc. added to any claim.

Buyer further agrees that in the event H4U decides, in its sole discretion, to provide additional services under this paragraph (d), such additional provision of services does not modify this paragraph or create any new obligations (contractual or in equity) on behalf of H4U.

Updated Financial Statement

A copy of our financial statement (current within 13 months) is attached as Exhibit A. There have been no material adverse changes in our financial condition since the date of the financial statement attached.

Training Description

Refer to Service Description #3

Security Description

We are not required to establish security.

Delivery Date; Cancellation of Contract

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial

operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

Sales or Earnings Representation

The seller has not made a statement concerning sales or earnings that may be made through the business opportunity.

Legal Action History

Neither we nor any person identified in “Names and Addresses”, above, have been the subject of any legal or administrative proceeding alleging the violation of any business opportunity or franchise law, or fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations, except as follows: We are subject to the following currently effective orders by state agencies:

i. Illinois:

Date: March 23, 2022.

Nature of Order: Consent Order requiring we be registered and otherwise comply with the Illinois Business Opportunity Law before offering or selling business opportunities in the State of Illinois, finding that we previously violated section 5-25 of the Illinois Business Opportunity Law by not being registered when selling seven business opportunities between 2012 and 2019.

Issuer of Order: Secretary of State, State of Illinois.

Penalty Imposed: We paid the sum of \$7,000 to the Secretary of State of the State of Illinois, which the order did not characterize as a “penalty”.

ii. Washington:

Date: August 24, 2022

Nature of Order: Consent Order requiring we, generally, comply with the Washington Business Opportunity Law before offering or selling business opportunities in the State of Washington, finding that we previously violated RCW 19.110.020(1) and RCW 19.110.030 by providing one Buyer with a form of contract that contained a three day cancellation period instead of the form contained in the disclosure document registered with the state that properly provided for a seven day cancellation period.

Issuer of Order: Securities Administrator, Department of Financial Institutions, State of Washington.

Penalty Imposed: We agreed to not further violate RCW 19.110.120, agreed to pay and paid “investigative costs” in the amount of \$6,000, agreed to disclose the Order in the future if registered, and agreed to provide a copy of the order to the Buyer who was not provided with the 7-day cancellation language.

iii. Maryland:

Date: January 26, 2023.

Nature of Order: Consent Order requiring we, generally to comply with the Business Opportunity Sales Act before offering or selling business opportunities in the State of

Maryland, finding that we previously violated the Maryland Business Opportunity Sales Act by selling fourteen business opportunities to Maryland residents between 2011 and 2021 without being registered under the act, and by making earnings representations without providing required substantiating information.

Issuer of Order: Securities Commissioner, State of Maryland.

Penalty Imposed: The Commissioner found that we sold fourteen Vending Machine Business Opportunities in the State of Maryland between 2011 and 2021 without being registered at relevant times under the Maryland Business Opportunity Act. Maryland determined that in one or more of the sales we provided earnings representations in violation of the Maryland Business Opportunity Act. Under the terms of the Consent Order, we offered rescission to all the buyers in exchange for returning all of the machines purchased. We paid the sum of \$4,000 to the Maryland Attorney General as a “monetary penalty.”

Bankruptcy or Reorganization

Neither we nor any person identified “Names and Addresses”, above, have been the subject of any bankruptcy, reorganization or receivership proceeding, or was an owner, a principal officer or a general partner of any entity which has been subject to such proceedings.

Contract Copy

Copy of the business opportunity contract that the seller uses as a matter of course and that will be presented to the purchase at closing is enclosed below as Exhibit B.

Exhibit A
**Healthier 4U Vending
Operating Statement**

For the 12 Months From March 1, 2025 to February, 28 2026

| | |
|---------------------------------|--------------------------|
| Ordinary Income/Expense | |
| Income | |
| Corporate Account Income | 415,718.40 |
| Freight Reimbursement | 39,168.89 |
| Gross Sales Freight | 161,400.00 |
| Locating Placement | 161,250.00 |
| Machine Sales | 3,625,982.00 |
| Merchant Discount Income | 11,966.23 |
| Misc Income | 384.53 |
| Training Seminar | 100.00 |
| Total Income | <u>4,415,970.05</u> |
| Cost of Goods Sold | <u>1,921,553.17</u> |
| Gross Profit | 2,494,416.88 |
| Expense | <u>2,378,495.61</u> |
| Net Ordinary Income | 115,921.27 |
| Other Income/Expense | |
| Other Income | |
| Interest Income | <u>408.56</u> |
| Total Other Income | <u>408.56</u> |
| Net Other Income | <u>408.56</u> |
| Net Income | <u><u>116,329.83</u></u> |

Exhibit A

**Statement of Material Changes
In Financial Condition
Since February 2026**

I declare under penalty of perjury that to the best of my knowledge and belief the information in the financial statements contained in this Exhibit A is true and accurate.

Signed this _____ at Las Vegas, Nevada.

21st Century Technologies LLC

By _____
Brian Swain, President

EXHIBIT B
PURCHASE CONTRACT

This contract is entered into by and between 21st Century Technologies Group, LLC (herein “Seller” or “H4U” or Healthier4U Vending”) and _____ (herein “Buyer” or “You” or “Your”), and is subject to the following terms, conditions and stipulations.

1. **Seller Name & Address.**

Seller’s name is: 21st Century Technologies Group, LLC (herein “Seller”) also doing business as Healthier 4U Vending. The principal business address of Seller is 6960 S Cimarron Road #240 Las Vegas Nevada 89113.

2. **Seller’s Form of business**

Seller is a Nevada Limited Liability Company.

3. **Seller’s Obligations.**

Seller agrees to perform the following for Buyer:

(a) Provide toll-free access (800-642-2148) to the team of business support personnel. The expertise provided by Seller is designed to support the establishment and implementation of Your business in the vending industry utilizing our equipment. The service is provided for as long as You need it and You continue to do business in the vending industry utilizing equipment manufactured and sold by Seller.

(b) Provide a comprehensive Machine Manual detailing machines and programming procedures. Provide comprehensive instruction and materials needed to operate the software necessary to operate the Vending Management System.

(c) Provide a 2-day Training Program – a complete overview of how to operate vending machines, service them, and operate the business to be held at Seller’s Las Vegas, Nevada training facility. Training will cover the following topics:

- (i) Operation of the Equipment
- (ii) Marketing the Business
- (iii) Inventory Management
- (iv) Business Operations
- (v) Taxes and Insurance
- (vi) Locations

Seller shall pay expenses for lodging during this training program, as well as 2 catered lunches and one dinner for a maximum of two individuals. Buyer shall be responsible for all expenses pertaining to food transportation outside of the training program and for any supplemental or optional instruction course attended by Buyer. The Buyer is responsible for travel expenses getting from their city to the training course provided in Las Vegas Nevada.

(d) Provide location services. H4U will assist Buyer with initial location services (“Initial Placement”) for

each machine purchased by Buyer. As part of its best efforts, H4U will provide Buyer with demographic details, contact information, and related details about each location identified by H4U. In consideration of the provision of this information by H4U, Buyer agrees to inspect the location(s) identified by H4U, including, but not limited to, meeting with any owner(s) or representative(s) of each location. Buyer specifically agrees that the responsibility of meeting with prospective location(s) and obtaining approval to place Buyer's equipment into the prospective location is solely on Buyer and not on H4U. If Buyer fails to participate in meetings with prospective locations or otherwise fails to follow up or through with respect to a particular location identified by H4U, Buyer specifically agrees that H4U has fully met its obligation with respect to this paragraph. While Seller will use its best efforts to assist Buyer in obtaining approval from prospective location(s) for the placement of Buyer's equipment, Buyer expressly acknowledges and agrees H4U is not responsible for any denial or refusal of placement by the location. The ultimate responsibility for obtaining approval to place equipment at any particular location is allocated to Buyer and not to H4U.

Buyer also expressly acknowledges and agrees that while H4U will use its best efforts to identify high performing locations for Buyer, H4U does not guarantee any particular level of performance at any location identified by H4U. Buyer also expressly agrees that H4U may, in its sole discretion, assist Buyer with identifying an alternative location for Buyer's equipment within ninety (90) days after Initial Placement. In the event H4U agrees to assist Buyer in identifying a new location under this paragraph, Buyer agrees that all the foregoing terms apply, and that Buyer is solely responsible for all moving costs associated with transferring Buyer's equipment to the alternative location.

All equipment is insured throughout the shipping and installation process. All freight damages must be noted on the Bill of Lading at the time of receipt, or risk losing the ability to collect for any freight damages. All freight damage and shipping issues must be reported to H4U and noted when signing for freight on the BOL. All damage must be noted at the time of receipt, and H4U will be notified of such event within 48 hours of the delivery. All damage to the machine, including freight, parts, labor, will be covered in the claim amount. There will be no additional costs incurred, lost sales, time, inventory, etc added to any claim.

Buyer further agrees that in the event H4U decides, in its sole discretion, to provide additional services under this paragraph (d), such additional provision of services does not modify this paragraph or create any new obligations (contractual or in equity) on behalf of H4U.

(e) Provide the equipment described below.

EQUIPMENT PURCHASED (check applicable)

5 Machine Package \$64,475

10 Machine Package \$119,950

20 Machine Package \$229,000

30 Machine Package \$329,850

40 Machine Package \$419,800

4. **Terms and Conditions of Payment**

The total balance is due prior to the scheduled training classes in Las Vegas Nevada. Payment via wire transfer or certified funds is required if payment is made less than 10 days prior to training. A personal or business check is acceptable if received by H4U at least 10 days in advance of Buyers scheduled training classes.

The buyer agrees H4U is not obligated to provide any location service(s) whatsoever until H4U receives payment in full for the equipment. Buyer further agrees that once Buyer has paid in full and H4U has

commenced provision of location service(s), Buyer is not entitled to any refunds for any equipment or service(s) provided by Seller. Each unit includes white glove installation and location service(s) are provided, as defined in section (d) of this document.

Location Services will start the week following final payment or after the scheduled training class if the balance is paid less than 15 calendar days prior to the H4U Training Course. In the event Buyer fails to reserve his or her spot in training within a reasonable time period after paying the deposit, any provision of training services or location services listed in section (d) of this document to Buyer, is at the sole discretion of H4U.

H4U recommends the Buyer pays the balance 30 days prior to scheduled H4U Training Course to maximize the initial location results.

5. **Delivery Date and Location**

The shipping date is no later than 45 days from the date of acceptance of the location for placement.

6. **No Earnings Guarantee or Ranges of Earnings**

H4U makes no guarantee of earnings and has not provided Buyer with statements concerning range of earnings. Buyer agrees that its earnings and/or earnings potential are solely within the control of Buyer and not H4U. Buyer agrees that he or she has no claim against H4U related to any prospective earnings or earnings potential.

7. **No buy-Back or Security Agreement**

You acknowledge that Seller provides no “buy-back” “protection” or “secured investment” arrangement of any nature whatsoever which would serve to protect you from the loss of any purchases or payments in connection with this seller- assisted marketing plan or any services provided pursuant to this Agreement.

8. **Warranty**

Necessary Parts and labor during the first two (2) calendar years from the date of shipping will be covered at 100%. Labor for service technicians will be covered by H4U only if due to a manufacturing defect or at H4U’s sole discretion.

9. **Use of Trademark**

The use of the name “**Healthier 4 U Vending**” or “**H4U**” or “**Healthier4U**” may only be used in advertisements and or promotion of your healthy snack and drink machines, and not as part of your legal business name unless agreed to in writing by Seller. You agree not to present yourself as an employee, representative, partner, franchisee of **21st Century Technologies Group, LLC** or **Healthier 4 U Vending**.

10. **Attorneys’ Fees**

Should any Party initiate legal action to enforce this Agreement, the Party that substantially prevails in any dispute or claim arising from this Agreement will be entitled to recover its actual expenses associated with the dispute or claim including, but not limited to, reasonable attorneys’ fees and recoverable costs.

11. **Governing Law**

This Agreement is governed by the laws of the State of Nevada and will be construed and interpreted in accordance with Nevada law, regardless of the law that might otherwise apply under common law principles of conflicts of law. The Parties consent to personal jurisdiction in the State of Nevada for any dispute or claim related to this Agreement, or related to the subject matter of this Agreement. The venue for any dispute or claim related to this Agreement, or related to the subject matter of this Agreement, is in Clark County, Nevada.

12. **Cancellation of Contract**

You have seven (7) days in which you may cancel this Contract for any reason by mailing or delivering written notice to the Seller. The seven (7) days shall expire on: _____ (last day to mail or deliver notice) and notice of cancellation should be mailed or delivered to:

21st Century Technologies Group, LLC
6960 South Cimarron Road #240 Las Vegas, Nevada, 89113
Attn: Brian Swain

“BUYER”

“SELLER”

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF PURCHASE CONTRACT

