



Vend Tech International, INC.

FTC Disclosure and Company Profile
Naturals2Go Division

1463 Commerce Way - Idaho Falls, ID 83401 USA

Phone (800) 679-8370 FAX (888) 522-6927

www.vendtechinternational.com

www.naturals2go.com

www.all4uvending.com

www.energyshots2go.com

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Vend Tech International, INC.

1463 Commerce Way, Idaho Falls, Idaho 83401

Sales 800-679-8370 Fax 208-529-4417 Local 208-524-4969

Company Directory Naturals2Go Division

Management

Randy Francis	Managing Partner	208 524 4969 Randy@vendtechinternational.com
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Amy Anderson	Operations Manager	208 524 4969 Amy@vendtechinternational.com

Customer Relations

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Alicia Hickman	Finance Manager	801 318 2055 alicia@vendtechinternational.com
Casey Robertson	Technical Manager	208 904 3379 casey@vendtechinternational.com

Naturals2Go and All4U Business Consultant

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Scott Johnson	208.589.4856 scott@naturals2go.com
Dennis Chang	253.219.9512 dennis@vendtechinternational.com

Vend Tech International Inc. ~ Company Profile & History

Located in Idaho Falls, Idaho, Vend Tech International Inc. was founded in 1988. It was started by a man named Ray Peterson who had an idea for a vending machine that would rotate to display selections. The company has played a very big role in the bulk vending market for over 20 years, and continues to have a significant presence in the snack and drink vending market. Vend Tech International is the longest running, fastest growing, highest rated Vending Business Opportunity Company in the United States.

In early 2010 customers began requesting a product that met the consumer demands of healthy convenient snacks. Vend Tech was aware of the changing trends in the snack and drink markets along with the emerging technology that enabled an operator to be more efficient in operating their route. To answer this demand in June of 2010 the Naturals2Go division was launched.

Naturals2Go follows the same business model of all Vend Tech divisions by helping people achieve their financial goals through owning and operating a vending route. Vend Tech has spent nearly 30 years as a leader in the vending industry gaining valuable insights, information, and experience. They pass that knowledge directly on to their customers. The concept that knowledge and expertise are the key to the success of operators has long been employed at the Idaho Falls, ID company headquarters. It is the first step to launching a successful business and works seamlessly with providing very high quality equipment that can be easily operated, and maintained.

ALL4U Vending, introduced in 2012, follows the same business model of all Vend Tech divisions. Focused on the broader market of a mix of healthy and traditional snacks and beverages. This model give our operators extended options to capitalize on the whole market. Vending is a simple business, a common thing, providing snacks, beverages and various items through automated retail. With this business model we strive to fulfill the prolific words of Henry J Heinz, "To do a common thing, uncommonly well – Creates Success". Both All4U and Naturals2Go brands offer the latest in technology providing nutritional information on products vended from the machines, electronic payment system and online monitoring.

However this can be where many providers stop. The Vend Tech team is certain it is the training and on-going coaching provided after the sale that makes the difference; it is the heart of their business model. Customers are brought to the facility for a three day hands on training. Throughout the training participants are instructed on machine operation, locating options and tactics, product sources to fill machines, specific details of how to run a route effectively, and the overall keys to creating a

successful business that meets the need of the individual. But the training does not stop there, additional training sessions are also provided to go over general rules of retail placement, Plan-A-Gram development for product placement, exclusive and propriety vending management program as an online software allows operators to track all key metrics for their business. A full website is also created on behalf of customers to assist with gaining a web presence and marketing tool to champion new operators businesses.

Beyond that, a team of experts and business mentoring program CAMP is provided to customers on an on-going basis. There are no monthly fees or royalties in contrast to franchise opportunities. Customers are simply provided with an opportunity and a product and a company that stands behind it. While other vending business opportunities have come and gone, VTI maintains a solid footing in the industry because of its commitment to their customer's success.

In 2014 EnergyShots2Go was introduced to address the exploding shots market. This cashless system with full online monitoring offers clients an automatic retail delivery system to market the exploding shots market. This unique system gives our clients another method of offering convenience in marketing a product that continues to be in high demand.

The company itself does not operate a route, but keeps current and up to date on what is happening in the market place by recruiting customers to serve as trainers and consultants that provide "feet in the street" knowledge and expertise to new customers coming on board.

The Naturals2Go Program has been recognized by leading business consultant organizations including the Franchise Brokers Association as Business Opportunity of the year five years in a row, beginning in 2011 to 2016. In September 2016, The Entrepreneurs Source, a national business consulting organization awarded Naturals2Go their Impact Award for having "a positive impact with business consultants and clients across the board." The Naturals2go program continues to be a growth industry.

The message that resonates through the Company is "What goes around, comes around" and it is just good business to help our customers succeed, because they will continue to do more business with us.

GENERAL DISCLOSURES

YOUR STATE HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE, 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.

VEND TECH INTERNATIONAL, INC.

1. SELLER

The name of this Business Opportunity is Vend Tech International, Inc., an Idaho corporation. The Seller does business under the names of Naturals2Go, All4U, U-Turn, Healthy Cravings, and Energy Shots2Go. The Seller's principal business address of 1463 Commerce Way, Idaho Falls, ID 83401.

2. CORPORATE PROFILE

Mr. Randy Francis is the President of Vend Tech International, Inc. He is directly responsible for the day-to-day activities of the company's business program including product research and development, financial planning and budgeting, marketing, sales, training and administration.

Mr. Scott Johnson is a corporate Vice President of Vend Tech International, Inc. He oversees the sales activity of the U-Turn division.

Makayla Seger is a corporate Vice President of Vend Tech International, Inc. She oversees the sales activity of the Naturals2Go and All4U divisions.

Amy Anderson is a corporate Vice President of Vend Tech International, Inc. She oversees business development and marketing.

Carolyn Robertson is the Financial Controller and Office Manager of Vend Tech International, Inc.

Vend Tech International, Inc. was established on April 30, 2013 when employees of US Vend Technologies, LLC purchased the company. The corporate officers have been affiliated with operating a business of the type described in this disclosure since 1989. Vend Tech International, Inc. has not sold any business opportunity other than the ones being offered herein. The company has not and does not offer any other business programs to the general public.

Neither the Seller nor any of the individuals listed in this document:

- a. has, at any time during the previous ten (10) years, been convicted of a felony or pleaded nolo contendere to a felony charge if the felony involved fraud (including any violation of any franchise or business opportunity law or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade;
- b. has, at any time during the previous ten (10) years, been held liable in civil action resulting in a final judgment or has settled out of court any civil action or is a party to any civil action or is party to any civil action involving allegations of fraud (including violation of any franchise or business opportunity law or unfair or deceptive practices law), embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade, or any civil action which was brought by a present or former purchaser or purchasers and which involves or involved the business opportunity;

- c. is subject to any currently effective state or federal agency or court injunctive or restrictive order or is a party to a proceeding currently pending in which such order is sought, relating to or affecting business opportunity activities or the business opportunity seller-purchaser relationship or involving fraud (including violation of any franchise or business opportunity law or unfair or deceptive practices law) embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade.

Neither the Seller nor any of the persons listed in subsections (1) and (2) of this section has, at any time during the previous ten (10) fiscal years, filed bankruptcy; been adjudged bankrupt, been reorganized due to insolvency; or been a principal, director, executive officer, or partner of any other person who has filed in bankruptcy, been adjudged bankrupt, or been reorganized due to insolvency.

3. THE SYSTEM

Vend Tech International, Inc. has developed a complete and comprehensive nationwide business program specializing in the vending machine industry. Specifically, the company has structured a business program designed to provide qualified Purchasers with the ability to operate their own vending machine business in the area of their choice. Purchasers are provided with equipment, an Owner's manual, and access to ongoing operations and technical support.

Vend Tech International, Inc.'s unique program is centered around remarkable, highly visible vending machines designed to produce consistent product quality, dispense product and transact business on a daily basis without the need for operator assistance.

Vend Tech International, Inc.'s vending machines are both practical and marketable. In addition, Vend Tech International, Inc. will assert its best effort to make available to the Purchaser an opportunity to contract with Child Search (a national charity) for a sponsorship agreement, if the Purchaser so chooses.

Package Components:

Purchasers of the Seller's business program have the option of selecting from a series of vending machine packages designed to accommodate varying investment levels. In addition to the machines purchased, the company provides the following services and materials as a function of each package:

U-Turn and Healthy Cravings Business Packages

- a. Manual – Purchasers are provided with (1) Owner's Manual
- b. Training – Purchasers are provided with a 1-day training workshop at corporate headquarters located in Idaho Falls, Idaho with a minimum purchase of 24 machines.
- c. The training covers sales and marketing as well as machine care and operation. Two nights hotel stay is provided at no cost to the customer. Also, lunch and training materials are included.
- d. Ongoing Operations & Technical Support – Purchasers are provided with access to ongoing operations and technical support services delivered by qualified representatives of the company via telephone, facsimile or by mail, free of charge. These ongoing support services

are designed to provide expertise relating to the set up and implementation of the Purchaser's vending machine business for as long as he or she operates the business. With the ongoing support program, you're in business for yourself, not by yourself.

- e. Inventory Ordering Information – Purchasers are provided with information regarding where to purchase inventory merchandise for their vending machines.

Naturals 2GO and All4U Business Packages

- a. Manual – Purchasers are provided with an owner's manual and a set of instructions in the training manual that apply to all phases of establishing and operating a Naturals 2Go or All4U vending business.
- b. Training – Purchasers have the option of attending a 3-day training session at corporate headquarters located in Idaho Falls, Idaho or the East Coast training facility located in Richmond, Virginia. The training covers sales and marketing techniques, hands-on machine operation, product knowledge, locating ideas, and business education. Three nights hotel stay is provided at no cost to the new operator as well as several meals, refreshments and training materials.
- c. Technical Support – Purchaser is provided with a technical support team possessing expertise in machine maintenance and operation. This ensures the ongoing integrity of the owner's machines which come with a Lifetime Warranty against manufacturer defects.
- d. Parts and Service – Should the machines fail to operate due to equipment malfunction for normal usage and wear, Company will advise you of the necessary steps to repair the machines and replace any parts if necessary. Necessary parts during the first calendar year (from the time of Machine shipment) will be covered at 100%. Necessary parts after one year will be covered with a 50% deductible of Vend Tech International, Inc. price list. Warranty parts are ordinarily shipped ground service. Buyer may agree to cover expedited freight charges if desired.
- e. Product Information – Product information is shared to provide operators with ideas on products suitable for vending in a healthy vending environment. Trade secrets are provided to operators to establish purchaser's business according to this agreement.
- f. CAMP – Coaching and Mentoring Program – A customer service department provides unlimited support and training.
- g. BASECAMP VTI - Online Education Center - This is an online resource for continuing education which can be accessed at www.basecamp.vendtechinternational.com. Training videos, FAQs, product information, news updates, promotions, special offers, important links to related services, newsletters and many other valuable assets are hosted at BASECAMP VTI Online. Subscription to this service is included in each business package during the first year of business operation. Thereafter, membership is renewable annually at the rate of \$299 for a one-year subscription.
- h. N2G Business Start-Up Marketing Package – A preliminary order of 250 business cards and a customizable promotional flyer is provided to assist the new operator in marketing their business.
- i. Website – A complimentary one-year website is provided to give the operator Internet presence. After the one-year complimentary period. The Website is renewable with the subscription to Basecamp VTI - Online Education Center.
- j. Program Tool Kit
 1. **N2G** – NEAT is identified as “Naturals Electronic Automated Toolkit. It is an on-line inventory management and revenue tracking system powered by AIRVEND. The AIRVEND device offers touch-screen, cloud based inventory and profitability assessment. AIRVEND was manufactured and created specifically for the Naturals 2GO by an independent technology company.
 2. **All4U** – ACE is identified as “Automated Toolkit. It consists of an on-line inventory management system, communication forums, news update and blog.

- k. White Glove Delivery Service – Custom delivery to a secured location by a contracted third party delivery company.

EnergyShots2Go Business Package

- a. Manual – Purchasers are provided with (1) Owner’s Manual.
- b. Training – Purchasers are provided with online training and personal business coaching. The training covers sales and marketing as well as machine care and operation.
- c. Ongoing Operations & Technical Support – Purchasers are provided with access to ongoing operations and technical support services delivered by qualified representatives of the company via telephone, facsimile or by mail, free of charge. These ongoing support services are designed to provide expertise relating to the set up and implementation of the Purchaser’s vending machine business for as long as he or she operates the business. With the ongoing support program, you’re in business for yourself, not by yourself.
- d. Inventory Ordering Information – Purchasers are provided with information regarding where to purchase inventory merchandise for their vending machines.

4. PURCHASE PRICE/PAYMENT

Vend Tech International, Inc. offers a series of business packages designed to accommodate varying investment levels. Each package comes with the components listed above and only varies in the number or type of vending machines purchased.

PACKAGES:

4-Select U-Turns

12 Machines	\$ 7,188.00
24 Machines	\$13,896.00
50 Machines	\$27,950.00
100 Machines	\$51,900.00
150 Machines	\$74,850.00

Naturals 2GO

3 Machines	\$ 27,995.00
5 Machines	\$ 39,995.00
7 Machines	\$ 52,995.00
10 Machines	\$ 69,995.00
15 Machines	\$ 99,995.00
20 Machines	\$127,995.00

8-Select Terminators

12 Machines	\$ 9,588.00
24 Machines	\$ 18,696.00
50 Machines	\$ 37,950.00
100 Machines	\$ 71,900.00
150 Machines	\$104,850.00

All4U Vending

2 Machines	\$ 19,595.00
4 Machines	\$ 36,595.00
6 Machines	\$ 47,595.00
8 Machines	\$ 59,595.00
10 Machines	\$ 71,595.00
12 Machines	\$ 83,595.00

Energy Shots2Go

5 Machines	\$ 16,995.00
10 Machines	\$ 32,995.00
20 Machines	\$ 55,995.00

The purchase price is due upon execution of the company’s Business Purchase Agreement, a sample of which is attached to this disclosure. Any applicable sales taxes, shipping and handling charges are not included in the purchase price of the program.

5. PLACEMENT OF EQUIPMENT

a. U-Turn and Healthy Cravings Business Packages

Vend Tech International, Inc. does not provide locations for Purchasers and cannot guarantee the success of any location secured by the Purchaser. Purchaser shall be responsible for working, servicing and promoting the success of his/her locations and business.

b. Naturals 2GO and All4U Business Packages

Purchasers have the option of placing their own machines, contracting with an independent locating company of their choosing, or purchasing one of the locating packages offered by Vend Tech International. Purchaser shall be responsible for all decisions regarding the physical placement of machines as well as working, servicing and promoting the success of his/her business.

c. EnergyShots2Go Business Package

Vend Tech International, Inc. does not provide locations for Purchasers and cannot guarantee the success of any location secured by the Purchaser. Purchaser shall be responsible for working, servicing and promoting the success of his/her locations and business.

6. EARNINGS DISCLAIMER

Vend Tech International, Inc. does not guarantee that the Purchaser of its system will derive income from this business which exceeds the price paid for the business. The success of this business is contingent upon the Purchaser going out and selling the goods and services of the business.

Vend Tech International, Inc. does not have any buyback provisions with regard to products, equipment or materials provided to the Purchaser as a function of this business program.

The Purchaser understands that this is not a franchise and that Vend Tech International, Inc. does not reserve any right to exercise any significant control or direction with respect to the Purchaser's business or operations. As an Independent Business person, the Purchaser retains significant control of such business.

Vend Tech International, Inc. does not provide locations for Purchasers and cannot guarantee the success of any location secured by the Purchaser. Purchaser shall be responsible for working, servicing and promoting the success of his/her locations and business.

7. FINANCIAL STATEMENT & CONTRACT ENCLOSURES

A copy of a current financial statement of Vend Tech International, Inc. is attached to this disclosure document. Also attached is an unexecuted copy of the company's Business Opportunity Purchase Agreement and the Terms and Conditions.



Exhibit A

Vend Tech International, Inc.

BALANCE SHEET

As of December 20, 2016

ASSETS

Current Assets		
Bank Accounts Money Market Account	326,989.31	
Vend Tech International, Inc	485,866.85	
Total Bank Accounts		\$812,856.16
Accounts Receivable Accounts Receivable	57.50	
Total Accounts Receivable		\$57.50
Other Current Assets		
Finished Goods	4,788.32	
Fritz Inventory Parts	88,854.11	
Inventory Finished Goods	8,742.35	
Inventory Parts	333,324.33	
Total Other Current Assets		\$435,709.11
Total Current Assets		\$1,248,622.77
Loan-RCSMA, LLC		
	18,367.95	
Total Other Assets		\$18,367.95
TOTAL ASSETS		\$1,266,990.72

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable Accounts Payable	606,548.99	
Total Accounts Payable		\$606,548.99
Other Current Liabilities		
Customer Credits	8,100.00	
Federal Income Tax Payable	0.00	
Payroll Liabilities		
AFLAC	56.84	
AFLAC Life	98.50	
Dental Insurance	185.78	
Federal Taxes (941/944)	8,002.69	
Federal Unemployment (940)	26.43	
ID Income Tax	8,193.00	
ID Unemployment Tax	758.76	
Sales Tax Payable	75.54	
Total Other Current Liabilities		\$41,100.47
Total Current Liabilities		\$647,649.46
Total Liabilities		\$647,649.46
Equity		
Equity Capital Stock	423,238.00	
Dividends Paid	-600,000.00	
Retained Earnings	256,966.36	
Net Income	539,136.90	
Total Equity		\$619,341.26
TOTAL LIABILITIES AND EQUITY		\$1,266,990.72

Vend Tech International Inc

Dated December 20, 2016



Exhibit A



Exhibit B

Exhibit C



Vend Tech International, Inc.

Purchase Agreement

1463 Commerce Way - Idaho Falls, ID 83401

Phone: (208) 524-4969 ~ Fax: (208) 529-4417

Vend Tech International, Inc. agrees to supply the below named BUYER with the following EQUIPMENT, supplies and services in accordance with the terms and conditions of this agreement.

Buyer: _____	Ship To: _____
Address: _____	_____
_____	_____
Phone: _____	_____
Email: _____	_____

Date	Representative	White Glove Shipping and Handling
-------------	-----------------------	--

QTY	UNIT	Description	Unit Price	Total
		_____ - Machine Program		\$ -
		Snack & drink vending machines		
		Model # _____ with AirVEND Technology		
		A.C.E Business ToolKIT Including		\$ -
		Corporate Identity Kit		
		- Personalized Website including 1st year of hosting		
		- 250 Business Cards		
		- Locating Brochures		
		Vend Tech University Access		
		TRAINING Three (3) Day Hands-On Training (Hotel included)		Included
		Extended Training Consultations - Corporate Locating		Included
		Lifetime Services, Business Coaching & Support		Included
		Business coaching and Mentoring Program		Included
		Templates for proposals and agreements		Included
		Lifetime Warranty(1 Year 100% Coverage, 50% coverage thereafter)		Included
		All4U In-house locating program		Included

Payment Options		SUB-TOTAL	\$ -
<input type="checkbox"/> Credit Card	<input type="checkbox"/> Personal Check	<input type="checkbox"/> Bank Wire	
Bill \$ _____		White Glove	
<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> Disc	<input type="checkbox"/> AX
Card Number : _____		TOTAL	
Exp: _____	Card Code _____	Deposit	
		Balance Due	

Limited Lifetime Warranty on all Machines	
Federal, state, and local taxes are buyers responsibilities. Sales may be substituted but not refunded. Buyer acknowledges he/she has read the terms of sale of this agreement, Vend Tech International, Inc. disclosures, and agrees to be bound by all the terms and conditions.	Buyers Acceptance _____ Date _____
	Sales Representative - _____ Date _____
	Authorized by Vend Tech International, Inc. _____ Date _____



Exhibit C



The Terms and Conditions of this Agreement Are As Follows:

1. **Purchase:** Buyer hereby agrees to purchase *Sellers; Vend Tech International, Inc., (VTI)* doing business as **Naturals2GO (N2GO), All4U and EnergyShots2GO**, herein referred to as **Company**, business opportunity including all of the machines and supplies described herein which are designed to help establish a business for Buyer that engages primarily in a Vending Business.
2. **Services Performed and Provided:** **Company** shall perform or provide Buyer with the following general and particular services in connection with the purchase and sale of the business opportunity for the life of the Buyer’s business venture:
 - a. Deliver the machines to Buyer according to the business package and number of machines Buyer selected and agreed to in the purchase agreement.
 - b. Provide Buyer with three (3) days training at company headquarters located in Idaho Falls, Idaho, or the training facility in Richmond, Virginia. This includes three (3) nights lodging, various meals, comprehensive education covering marketing, sales and inventory management, product selection, equipment delivery and storage, hands-on machine instruction, credit/debit card processing technology, and various other support services to assist Buyer in effectively launching and operating Buyer’s vending business.
 - c. Personal business coaching and mentoring to provide guidance and answer any questions Buyer may have in the initial and long term phases of establishing Buyer’s business.
 - d. Guidance on locating Buyer’s machines is included in the instruction received at corporate training sessions. Location services are provided in certain package options or may be purchased. **Company** will provide Buyer with location assistance selections.
 - e. Technical Assistance for vending machines and Airvend coordinated directly with manufacturer’s technicians.
3. **Payment:** The purchase price of the business opportunity shall be paid in full prior to training and delivery of the machines by Bank Wire, Cashier’s Check, Money Order, Credit Card or Legal Tender. Buyer will be solely responsible for any Federal, State and local taxes for the purchase of this Business Opportunity. **Buyer further agrees to act as an independent business person in all matters and decisions concerning this business.**
4. **VEND TECH EDUCATION CENTER:** The VTI Education Center serves as the Library of Resources for all the necessary start-up and operational utilities needed to run a successful business. The Education Center encompasses training, coaching, mentoring, technology, and business tools in all areas of Vending Entrepreneurial Ownership. The benefits of this program include access to numerous educational opportunities, services, support and promotions as follows:

Lifetime Support: **Company** will provide Buyer with training, mentoring and support in the basics of setting up and operating Buyer’s vending business.

- a. Buyer will have unlimited access to VTI Operator Support personnel in every aspect of activating Buyer’s business and in the long term operation phase.
- b. Support includes equipment instruction and technical assistance from trained technicians at Seaga Manufacturing and Airvend -365 Smartshop, the equipment manufacturers.

Vend Tech International, INC.
1463 Commerce Way, Idaho Falls, ID 83401 ~ Sales 800-679-8370 Fax 208-529-4417 Local 208-524-4969

Initials _____

BASECAMP “On-Campus” Training Workshops: BASECAMP “On-Campus” instruction is the foundation for establishing a successful business. Training sessions are held in Idaho Falls, Idaho, and Richmond, Virginia approximately once per calendar month alternately. Three (3) days of training is included in each new business package and is available to Buyer and/or Buyer’s business associate and employees to attend.

- a. A highly skilled Corporate Trainer sets a professional learning environment in each training session to ensure maximum exposure to all areas of the business during the 3-day experience.
- b. In conjunction with Basecamp Training, **Company** will provide (3) night’s lodging at the **Company’s** hotel of choice for one (1) room in the initial training experience. Should Buyer desire to attend training on a repeat basis or subsequently send an associate to the training, the hotel will then be at attendee’s expense.
- c. Buyer is responsible for personal travel and individual expenses related to training.

Coaching and Mentoring Program (CAMP):

- a. Coaching consultations are provided to each business ownership following the on-campus training. Each new **N2GO or ALL4U** business will receive post training coaching assistance from the Company’s business coaching experts to provide sales and inventory guidance, product recommendations, accountability, and goal setting in the business launch cycle.
- b. Additional coaching is available beyond the business launch phase by seasoned **Company** consultants, experienced owner/operators, and staff.

BASECAMP VTI Online Education Center: This is an online resource for continuing education which can be accessed at www.basecamp.vendtechinternational.com. Training videos, FAQs, product information, news updates, promotions, special offers, important links to related services, newsletters and many other valuable assets are hosted at BASECAMP VTI Online. Subscription to this service is included in each business package during the first year of business operation. Thereafter, membership is renewable annually at the rate of \$299 for a one-year subscription.

Corporate Identity Package

- a. A personalized business Website providing Buyer Internet presence with one year of complimentary hosting is primary to the Corporate Identity Package. The Website is renewable annually under subscription to the VTU Basecamp program.
- b. A set of 250 personalized business cards, 100 self-marketing brochures, and a template for a customizable promotional flyer are also included.

5. **Location Services:** **Company (VTI)** provides training in proven location techniques based on the experience of successful operators and industry professionals. A marketing program, mentoring, and options for location services are supplied by **Company**. Locating services are available as follows:

Self-Locating

Company provides training and materials giving the Buyer knowledge and skills required to secure locations for their vending business. Buyer is responsible for all aspects of locating including canvassing for potential locations, securing appointments, and finalizing delivery and product selection. **Company** will provide assistance in the form of mentoring and education in conjunction with Basecamp “On-Campus” Training, scheduled coaching and mentoring sessions, and on-going as needed support. Machine package price will be discounted accordingly based on number of machines Buyer chooses to self-locate. This option is available prior to purchase agreement completion.

Vend Tech International, INC.

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Initials _____

Location Lead Generator Program

Our locating team will call businesses in your selected area and secure appointments with the key decision makers at locations ready to establish vending services, make a change with current vendors or receive additional machines. Locations will be pre-qualified to fit the Location Criteria (pp3). Appointments will be in accordance to the number of machines purchased. Buyer will close the location independently on their own. Acquiring the appointment is the only responsibility **Company** fulfills within this option. Failure to respond in a timely manner may result in the loss of appointment and will be considered a forfeited appointment in locating service. See Criteria (pp3). This program is automatically included in package contracts, unless otherwise written.

***See Advisement (pp 4)

Platinum Placement Program

This program is reserved for *packages of 10 machines or more*. VTI sends an On-site Locator to your area to secure locations that fit the Location Criteria (pp3). Our locating team will find locations according to the number of machines purchased or allotted for under the purchase agreement or locating contract. The On-site Locator will speak with the key decision makers at locations, submit your information, prepare the location to fully understand the benefits of Buyer’s products and services, answer additional questions, and continue follow-up until the decision makers have agreed to receive machines. If additional processes are required, i.e. bidding, getting approved as an authorized vendor, the Specialist will give coaching to the Buyer on how to meet said requirements, but completing applications and bidding proposals are the sole responsibility of the Buyer. *Commission negotiations are the responsibility of the Buyer*. Once the decision maker has agreed to placement of the machine(s) the VTI Placement Specialist service is considered complete. The remaining work for the Buyer is to determine delivery dates and where the machines will be placed, and finalize product selection with the client. On-site verification of criteria of any location falls under the accountability level of the Buyer. Scheduling of the On-site fulfillment will be done by the Locating Director according to the availability of the Locator. Buyer must have flexibility in schedule to place machines on location in an expedient manner or as instructed by the On-site Locator. It is required that Buyer visit the site and engage the decision maker within 48 hours of advisement from the on-site locator.

***See Advisement (pp4)

Location Criteria – All Criteria is set by Company

1. Inside 4 walls (safe and secure) with temperatures within the range of machine guidelines.
2. Employee or client foot traffic at a minimum of 50 people with access to machines daily.
3. Locations will be sought within a reasonable distance from Buyer’s residence using zip codes supplied by Buyer. Buyer must be willing to expand search area in the event nearby locations are unattainable or unsuitable.
4. Business in good standing (not going out of business or making ownership changes that affect vending)
5. Location has no concrete reason for delaying a decision past 60 business days, i.e., locked in a contract, remodeling, or moving. Location is willing to switch or add additional machines to meet the needs of their employees/clients.

Location Services Conditions

- a. Buyer understands and agrees he/she takes sole responsibility for decisions made in the physical placement and location of the machines.
- b. **Company** does not warranty the quality of locations nor infer any guarantee regarding vending income.
- c. Buyer may choose to place his/her own machines. This does not negate the number of appointments to be secured by the Locating Team as per Purchase Agreement for alternate or future locations.

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- d. The number of appointments provided for each of the locating programs will be in direct correlation to the number of machines purchased.
- e. A replacement appointment will be rendered only if the ***Location Criteria** set by **Company** is not met, and will be verified as having not been met by the Locating Director. Company must be notified by operator within 48 hours of appointment if criteria is lacking.
- f. Should multiple machines be placed under the same appointment at the same location, it counts as utilization of all appointments for the number of machines placed. Likewise, should a referral be given from an appointment secured by the locating team, the subsequent machine placements from subject referral will be considered appointments completed by the locating team as it was received through their original work.
- g. If Buyer self-locates a machine PRIOR to beginning the campaign, a credit/refund will be issued in accordance to the cost of the package. Once a campaign has begun no credits/refunds will be made.
- h. Any change of geographic location will be considered a new campaign and obligatory fees for a locating package will apply if further locating is desired.
- i. Buyer shall not decline a location based on products desired to be carried by the location without forfeiture of appointment. As an example, if Buyer refuses to carry a percentage of traditional snacks with their healthy options and there is no competing traditional vending at location, thereby refusing such a location, the Buyer also forfeits an appointment/placement.
- j. If a location is lost due to Buyer over pricing product as compared to market standards, the appointment will be considered valid and completed according to locating criteria and terms. **Company** does not establish pricing for Buyer. It is Buyer's responsibility to verify markets to be competitive.
- k. If Buyer cancels/misses/loses an appointment, it will be considered forfeiture of appointment. A replacement appointment will not be granted. Buyer may attempt to reschedule with the location through their own efforts.
- l. **Company** will use best practices of locating industry, but gives no guarantee regarding the time frame required to schedule appointments and locate machines and shall be held harmless for any additional storage fees incurred beyond 90 days of complimentary storage.
- m. Machines cannot be placed into the designated locating program until they have shipped from the factory. Machines must be physically available for placement before the locating campaign can begin.
- n. Phase 2 of the Coaching and Mentoring Program (CAMP) must be completed prior to initiation of the Locating Program.
- o. Buyer acknowledges any agreement entered into by Buyer with an independent locating company of their own choosing is solely between Buyer and said locator, and that **Company** has no responsibilities or liabilities in connection with such agreement.
- p. Buyer will communicate their efforts and progress in securing locations from appointments provided by **Company** in the feedback format requested by the Locating Director. Communication allows for Company to provide mentoring for improved rates of success with subsequent appointments. One qualified appointment will be given per machine. (please refer to d,e,)
- q. **Successful placement is the sole responsibility of Buyer.** A primary factor to successful locating is the Buyer's willingness and desire to keep appointments, review potential location sites in a timely manner, and take charge of the locating arrangements. As the business owner, each Buyer is in command of the locating decisions for his/her business.

*****Advisement**

In various geographic areas of the United States there are barriers to successful locating due to demographics, topography, and business environment. Vend Tech extends every possible technique and action to achieve locating results according to the locating package selected, but does not guarantee success in each and every instance. Certain restrictions may exist for locating services in your area.

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6. **Confidentiality and Nondisclosure:** Buyer acknowledges **Company** is the sole owner of all proprietary rights in and to the business opportunity purchased and sold herein. Buyer further acknowledges the business opportunity in its entirety constitutes trade secrets of **Company** and they are revealed to Buyer only to establish his/her business in connection with this agreement.
7. **Advertising and Use of Trademarks:** **Buyer is not granted the name of Naturals2GO, ALL4U or EnergyShots2GO, and is not authorized to bind the foregoing in any manner.** The use of the name **Naturals2GO, ALL4U and EnergyShots2GO** is used in the literature and promotional materials provided to buyer for the marketing of Buyer's snack and drink units. However, the use of any **Company** name cannot be used in the content of Buyer's legal business name. Buyer may not present themselves as an employee, representative, partner, or franchisee of **Vend Tech International, Inc., Naturals2GO, ALL4U or EnergyShots2GO.**
8. **Earnings and Other Representations:** Each party acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to it by the other party or by any of the other party's agents or representatives to induce the execution of this agreement. This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements. **Buyer also acknowledges and agrees that no representations or warranties are made by Vend Tech International, Inc. or any other person, either expressed or implied, regarding income, expense or profits, or any security arrangement. Buyer accepts responsibility as an independent business owner recognizing that success is dependent on and in proportion to the individual effort and work ethic incorporated in business operations.** The buyer hereby indemnifies and holds **Vend Tech International, Inc.** harmless from any and all claims and liability that may arise out of the activities of **Vend Tech International, Inc.** in furtherance of this contract, or for any acts or omissions of the agents or employees. The **Seller's** agree that the Buyer's indemnification does not extend to negligent acts or omissions by the seller or its agents. **Vend Tech International, Inc.** makes no representation or contract to repurchase equipment.
9. **Shipping and Delivery Services:** Machines will be placed into final production at the factory when paid in full and upon authorization from Buyer to ship. Shipping occurs after business package is paid in full and in close proximity to attendance at training. Operator is required to take possession of machines within 45 days of payment in full. Equipment will automatically ship at the 45 day interval unless special arrangements have been made.
 - a. **White Glove Delivery Service** provides for machines to be shipped to a contracted facility in Buyer's area for temporary storage while awaiting delivery to secured locations. Included in the service is 90 days complimentary storage unless otherwise noted. Buyer acknowledges acceptance of machines as delivered once machines are secured at third parties contracted facility in Buyer's area. If Buyer has not placed machines after the initial 90 days complimentary storage period has expired, a monthly storage fee of \$40.00 per machine or \$50.00 for a machine and entrée pair on the same pallet remaining in storage will be assessed by the appointed third party storage company. *Storage fees are subject to change.*
 - b. **White Glove Delivery Service** includes delivery to secured locations by an independent third party transport company once notification is received from Buyer of location address. The contracted transport company will deliver, bring inside, uncrate and dispose of packaging materials. The delivery company will place the machine as directed by buyer, but does not connect to electricity or set it up. **White Glove Delivery Service is not available for residential delivery.** While **Company** will assist in expediting the **White Glove Delivery Services**, it is acknowledged by both parties the service is provided and fulfilled by an independent third party transportation company, known as the carrier, and **Company** accepts no liability for shipping, storage or delivery to location. There may be additional charges for after-hours delivery, exact time-of-day delivery, out-of-area delivery or to locations with stairs or difficult accessibility.
 - c. **Standard Delivery Terms** are available as another shipping option. Under this provision the Buyer accepts full responsibility for shipping arrangements with the factory. The destination address must be provided and

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instructions for delivery made clear. Standard delivery destinations must specify inside delivery and have a door clearance of approximately 90 inches in height. Arrangements and provisions for unloading are at Buyer's direction.

- d. Once machines are in transit from the factory, Buyer assumes ownership under each of the previously mentioned shipping arrangements. The carrier is responsible to maintain the integrity and safety of the equipment while in transit and throughout the delivery and storage process until accepted by buyer. **Company** works closely with the shipper and the carrier to assure full satisfaction to the buyer. It is expected the vending equipment will be received in excellent condition to meet the quality standards agreed to by Buyer and **Company**.

10. Machine Technology: **Company** provides access to the highest quality vending machine technology in the industry.

- a. Machines meet compliance with the Americans with Disabilities Act by facilitating accessibility for persons with disabilities. Machines are designed for all public accommodation.
- b. Machines are equipped with Airvend electronic debit and credit card touch screen processing featuring product nutritional information, coupons, inventory management, reporting capabilities, acceptance of Apple Pay, Google Wallet (NFC) and other benefits.
- c. Airvend 365 Retail Markets, 365 Smartshop, is a private third party business entity that operates independently from **Company**. 365 Smartshop is the credit and debit card processing agency.

11. NEAT/ACE Program: Buyer has entitlement to advanced online technology enabling credit and debit card processing and an online Business Management System identified as the **NEAT/ACE (AVLive) system**.

- a. The **NEAT/ACE (AVLive)** Business Management System Portal can be accessed at VendTechUniveristy.com under the Tools Tab. **NEAT/ACE (AVLive)** technology includes an online inventory and business management tracking system tied to Airvend.
- b. The **NEAT/ACE** package provides complimentary telemetry management service to each AirVend device for one (1) year from date of device activation. Thereafter, it is \$14.95 per month per device.
- c. **Company** retains the services of experienced professionals at 365 Smartshop to provide instruction, technical assistance and coaching on *Airvend NEAT/ACE (AVLive)*.

12. Warranty: **Limited Lifetime Warranty:** **All machines come with a lifetime limited non-transferable warranty against manufacturer defects. Should the machines fail to operate due to equipment malfunction for normal usage and wear, Company will advise you of the necessary steps to repair the machines and replace any parts if necessary. Necessary parts during the first calendar year (from the time of Machine shipment from factory) will be covered at 100%. Necessary parts after one year will be at wholesale list pricing.** Warranty parts are ordinarily shipped ground service. Buyer may agree to cover expedited freight charges if desired. The warranty is non-transferrable from the original buyer.

13. Airvend Warranty: Airvend devices are warranted by 365 Retail Markets for (1) one year from the date the Airvend device is shipped to the Seaga Factory. The installation of the Airvend occurs at the factory.

14. No Buy Back or Security Agreement: Buyer acknowledges **Company** provides no "buy-back" option, or "secured investment" arrangement of any nature which would serve to protect Buyer from loss of any purchases or payment hereunder. Sales may be substituted but not refunded. All Sales are final.

15. Disputes: It is hereby understood that any controversy, dispute or question arising out of, in connection with, or in relation to this agreement or its interpretation, performance or nonperformance, or any breach thereof shall be determined in accordance with the laws of the State of Idaho under the State's Contract for Seller Assisted Marketing Plan Act. The Purchaser agrees to settle all claims or disputes through mediation and that Vend Tech International, Inc. will not be liable for legal fees other than its own counsel should any dispute arise. Hence, regardless of the outcome of such dispute the mediation of all claims or disputes must be exercised prior to taking further action.

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16. Acceptance: This Contract shall be effective only upon written acceptance by an authorized agent of **Vend Tech International, Inc.** at 1463 Commerce Way, Idaho Falls, ID. This Agreement has been executed and delivered to **Vend Tech International, Inc.** in the State of Idaho. This agreement shall be interpreted pursuant to the laws of the State of Idaho. In the event of litigation, the venue of any action commenced to enforce the terms of this agreement may, at the option of **Vend Tech International, Inc.** be in Bonneville County, Idaho. This Contract shall not be modified or amended in any manner, except by an instrument in writing executed by both parties hereto. This contract encompasses all of the promises, terms, conditions and representations made by either party hereto.

**Vend Tech International, Inc.
Terms and Conditions to Purchase Agreement**

Buyer's Signature **Date**

Buyer's Signature **Date**

Vend Tech International, Inc. **Date**

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IMPORTANT NOTICE

As we abide strictly by the Laws of the Federal Trade Commission, and to give you enough time to research this opportunity we wait at least seven calendar days before you may sign a purchase agreement or make any payments to Vend Tech International Inc.

In the interest of full disclosure this document is provided to you following attendance of our online presentation.

Once you have made a decision to take the next step to securing an investment with Naturals2Go, we require you signed and date a **DISCLOSURE OF IMPORTANT INFORMATION ABOUT BUSINESS OPPORTUNITY**
Required by the Federal Trade Commission, Rule 16 C.F.R. Part 437 – on Page 14.
Fax to 888.522.6927 or scan and email to your Consultant.

Our strict policy of full disclosure and compliance requires that all agreements must be accompanied by the signed and dated Page 14 to be accepted by the Administrative office.



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DISCLOSURE OF IMPORTANT INFORMATION ABOUT BUSINESS OPPORTUNITY

Required by the Federal Trade Commission, Rule 16 C.F.R. Part 437

Name of Seller: Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO

Address: 1463 Commerce Way, Idaho Falls, ID 83401

Phone: (800-679-8370)

Salesperson: _____

Date: _____

Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO, has completed this form, which provides important information about the business opportunity it is offering you. The Federal Trade Commission, an agency of the federal government, requires that Vend Tech International, Inc. d/b/a/Naturals 2GO, All4U, and Energy Shots2GO complete this form and give it to you. However, the Federal Trade Commission has not seen this completed form or checked that the information is true. **Make sure that this information is the same as what the salesperson told you about this opportunity.**

Legal Actions: Has Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO, or any of its key personnel been the subject of a civil or criminal action, including any FTC Rule, involving misrepresentation, fraud, securities law violation, or unfair or deceptive practices, including any FTC Rule, within the past 10 years?

YES → If the answer is yes, Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO must attach a list of all such legal actions to this form.

NO

Cancellation or Refund Policy: Does Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO offer a cancellation or refund policy?

YES → If the answer is yes, Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO must attach a statement describing this policy to this form. See explanation at the bottom of this form.

NO

Earnings: Has Vend Tech International, Inc. d/b/a/Naturals 2GO, All4U, and Energy Shots2GO, or its salesperson discussed how much money purchasers of this business opportunity can earn or have earned? In other words, have they stated or implied that purchasers can earn a specific level of sales, income, or profit?

YES → If the answer is yes, Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, Energy Shots2GO must attach an Earnings Claims Statement to this form. Read this statement carefully. You may wish to show this information to an advisor or accountant.

NO

References: In the section below, Vend Tech International, Inc. d/b/a/ Naturals 2Go, All4U, Energy Shots2GO must provide you with the contact information for at least 10 people who have purchased a business opportunity from them. If fewer than 10 are listed, this is the total list of all purchasers. **You may wish to contact the people below to compare their experiences with what Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO told you about the business opportunity.**

Note: If you purchase a business opportunity from Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO, your contact information can be disclosed in the future to other potential buyers.

***Asterisks indicate the reference sources listed below are independent business owners and consultants receiving compensation for their reference services.

<u>Name</u>	<u>State</u>	<u>Telephone Number</u>	<u>Name</u>	<u>State</u>	<u>Telephone Number</u>
1. Roger Miles	PA	410-984-8905***	6. Mathew Mendel	UT	801-712-6777 ***
2. Scott Etheridge	TX	281-316-0191***	7. Rob Pastor	NJ	732-533-3865 ***
3. Vernell Levrone	MD	443-373-9384***	8. Carolyn Felkner	AL	256-244-7304 ***
4. Robert Dean	PA	724-272-3644***	9. Robert Larsen	NY	315-766-7211***
5. Tom Simmons	CA	760-402-0402 ***	10.Dave Schmitt	CA	916-878-1572***

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Signature: _____

Date: _____

Print Name: _____

By signing above, you are acknowledging that you have received this form. This is not a purchase contract. To give you enough time to research this opportunity, the Federal Trade Commission requires that after you receive this form, Vend Tech International, Inc. d/b/a/ Naturals 2GO, All4U, and Energy Shots2GO must wait at least seven calendar days before asking you to sign a purchase contract or make any payments. **For more information about business opportunities in general:** Visit the FTC's website at www.ft.gov/bizopp or call 1-877-FTC-HELP (877-382-4357). You can also contact your state's Attorney General.