

DISCLOSURES REQUIRED BY CALIFORNIA LAW

THE STATE OF CALIFORNIA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY SELLER ASSISTED MARKETING PLAN. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN CHECKED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS PURCHASE, SEE AN ATTORNEY OR OTHER FINANCIAL ADVISOR BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

1. Seller (and Parent or Affiliate Company)

The name of the Seller of this Seller Assisted Marketing Plan is: Manna Smart Retail, Inc.

The Seller does business under the name of: Manna Coffee.

The name of the parent or affiliated company of the Seller is: Manna Triumph Holding LLC.

2. Time Company has been in Business

Seller has not sold any seller-assisted marketing plans other than the one being offered herein.

The Seller does not provide any buy-back program, refund program, or secured investment arrangement. Accordingly, no bond or trust account is required under California Civil Code §1812.204(c).

3. Services Performed or Equipment Provided by the Seller

Seller's program includes the following services and equipment:

- Sale and installation of smart self-service coffee kiosks (Manna Coffee Kiosks);
- Licensing agreements with location partners;
- Supply of ingredients and consumables;
- Remote monitoring, servicing, and real-time sales tracking;
- Marketing and operational support;
- Assistance in finding and negotiating locations.

4. Training

Seller shall provide Purchaser with a training and onboarding program that includes equipment setup, basic operation, and remote management tools. Training is provided remotely and/or at selected Manna Coffee locations. Purchaser shall be responsible for travel and lodging if on-site training is requested.

5. Payments

The purchase price of this Seller Assisted Marketing Plan is as set forth the invoice that the Vendor sends to the Buyer.

- The purchase price of this Seller Assisted Marketing Plan is \$12,000 per kiosk.
- Purchaser shall pay to Seller an initial down payment of not more than twenty percent (20%) of the total purchase price (\$2,400).
- The balance shall be due only upon delivery and activation of the kiosk.

6. No Buy-Back or Security Agreement

Seller does not provide any buy-back, refund, protection, or secured investment arrangement of any nature whatsoever which would serve to protect Purchaser from the loss of any payments in connection with this Seller Assisted Marketing Plan.

7. Ranges of Earnings Statement

No guarantee of earnings or range of earnings is made herein. Seller makes no representations regarding future profitability or sales performance. Seller is not required to secure a bond or establish a trust deposit pursuant to California Civil Code section 1812.204.

8. Financial Statements

Pursuant to California Civil Code §1812.206(e), the Seller provides its most recent financial statements, not more than 12 months old, filed publicly with the U.S. Securities and Exchange Commission (SEC). These financial statements are available at the SEC's EDGAR database under Manna Smart Retail Inc.:

https://www.sec.gov/Archives/edgar/data/2063609/000166516025001184/xslC_X01/primary_doc.xml

To the best knowledge of the Seller, there have been no material adverse changes in the financial condition of the company since the date of these statements.

Since the date of the most recent financial statement, there have been no material changes in the financial condition of the company that would adversely affect Purchaser.

9. Purchase Contract and Cancellation Procedures

Attached as Exhibit "B" is a copy of the Sales Agreement to be entered into between Seller and Buyer.

Cancellation procedures are described therein, including the Buyer's right to cancel within three (3) business days.