

GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Date: 02.04.2026

1 PREAMBLE

VYTAL Global GmbH ("VYTAL") operates a digital platform that enables consumers to borrow and return reusable food and beverage packaging through a network of participating partners.

The service is provided via Vytal.ONE, VYTAL's digital platform, through which consumers can register, participate in the reusable system, borrow reusable products, and manage the return of borrowed items.

The reusable packaging and related physical products provided through the service are referred to as "VytalWare". "VytalWare" products form part of VYTAL's reusable packaging system and are made available to consumers through participating partners, including restaurants, canteens, corporate catering, venues, event operators and other participating businesses ("System Partners").

Through the Vytal.ONE platform, consumers may borrow "VytalWare" products for a limited period of time and return them to participating System Partners or other authorized return locations in accordance with these Terms and Conditions.

The purpose of the VYTAL reusable system is to enable the use of reusable packaging as an alternative to single-use packaging and thereby contribute to the reduction of packaging waste.

These Terms and Conditions govern the use of the Vytal.ONE platform and the borrowing and return of "VytalWare" products by consumers.

PART A — GENERAL PROVISIONS

§1 Scope of Application

1.1 These Terms and Conditions govern the contractual relationship between VYTAL Global GmbH, Pilgrimstraße 6, 50647 Cologne, Germany ("VYTAL"), and individuals who participate in the VYTAL reusable packaging system via the Vytal.ONE platform as consumers.

1.2 These Terms apply to all consumers participating in the VYTAL reusable system in all countries where the service is available.

1.3 The availability and functionality of the VYTAL reusable system may vary depending on the country, location and participating System Partners.

1.4 These Terms are governed by the laws of the Federal Republic of Germany. Nothing in these Terms shall limit any mandatory consumer protection rights under the laws of the country in which the Consumer resides.

1.5 The service enables Consumers to borrow and return "VytalWare", Vytal's reusable packaging products, through participating System Partners.

1.6 These GTC apply to the use of:

- the Vytal.ONE digital platform, including the VYTAL mobile application, Tap2Borrow Solution and other related digital services, and
- the handling of the borrowing and return processes of "VytalWare" products within VYTAL's system for reusable packaging.

1.7 Separate contractual terms apply to System Partners and corporate clients participating in the reusable system.

§2 Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

2.1 Vytal.ONE Platform: The Vytal.ONE platform refers to VYTAL's digital infrastructure that enables consumers to participate in the reusable packaging system. This includes, in particular, the VYTAL consumer application, partner applications, and related digital services used to manage Borrowing and Return Transactions.

2.2 "VytalWare": "VytalWare" refers to reusable food and beverage packaging and related physical products provided within the VYTAL reusable system. These products are designed for multiple use cycles and are uniquely identifiable through a QR code, RFID tag, or other identification technology attached to the product.

2.3 Vytal Container ID: Each "VytalWare" item carries a unique identifier ("Vytal Container ID") that allows the item to be tracked within the reusable system. This identifier may be implemented via QR code, RFID tag, or similar technology.

2.4 Consumer: A Consumer or consumer is any natural person who participates in the VYTAL reusable system in order to borrow and return "VytalWare" products.

2.5 System Partner: A System Partner is a participating business that issues and accepts returns of "VytalWare" products as part of the reusable system. System Partners may include, in particular, restaurants, cafés, snack bars, canteens, university

cafeterias, corporate dining facilities, supermarkets, organic stores, event venues, delivery services, or similar establishments.

2.6 POS-System Partner: A POS-System Partner refers to a point-of-sale system provider whose software is technically integrated with the Vytal.ONE platform via an API interface, enabling Borrowing and Return Transactions to be processed through the POS system interface.

2.7 VYTAL Consumer App: The VYTAL Consumer App is the mobile application through which consumers may register on the Vytal.ONE platform and manage Borrowing and Return Transactions.

2.8 VYTAL Partner App: The VYTAL Partner App is the mobile application used by System Partners to issue "VytalWare" to consumers and record the return of borrowed items.

2.9 Tap2Borrow: Tap2Borrow is a borrowing method that allows consumers to participate in the reusable system without creating a Vytal.ONE account. The Borrowing Transaction is initiated by presenting or tapping a valid payment method at a VYTAL-enabled device or payment terminal.

2.10 POS Integration: A POS Integration refers to the technical connection between the Vytal.ONE platform and a POS system operated by a System Partner or POS-System Partner, enabling Borrowing and Return Transactions to be processed through the POS system interface. Examples of integrated POS-Systems are qnips, It's Lolly, Ventopay. The list of available integrations is expanded steadily.

2.11 VYTAL Membership Card: The VYTAL Membership Card is an optional physical card that enables consumers to participate in the reusable system without using a mobile application.

2.12 Borrowing Transaction (Checkout): A Borrowing Transaction, also referred to as a Checkout, occurs when a consumer receives "VytalWare" from a System Partner or another authorized issuance point within the reusable system.

Borrowing Transactions may be recorded through various technical methods, including:

- the VYTAL Consumer App
- the VYTAL Partner App
- the VYTAL Membership Card
- Tap2Borrow
- POS integrations
- consumer identification via QR code or digital wallet.

2.13 Return Transaction (Check-in): A Return Transaction, also referred to as a Check-in, occurs when a consumer returns borrowed "VytalWare" to an authorized Return Location and the item is digitally recorded as returned to the reusable system.

2.14 Borrowing Period: The Borrowing Period refers to the period during which a consumer may keep borrowed "VytalWare" before it must be returned to an authorized Return Location.

2.15 Return Location: A Return Location is any authorized location where consumers may return "VytalWare" products. Return Locations may include System Partners, automated return stations, designated return bins, or other authorized return points.

2.16 VYTAL Return Station: A VYTAL Return Station refers to a dedicated return device used to record the return of "VytalWare" items. This may include automated return boxes, smart return stations, or other designated return infrastructure within the reusable system.

2.17 "VytalTrack" Hardware: "VytalTrack" refers to hardware used to capture, identify, and track "VytalWare" items within the reusable system, including mobile devices, barcode scanners, RFID readers, antennas, or similar equipment.

§3 Description of VYTAL's platform offering to consumers

3.1 VYTAL operates a reusable packaging system that enables consumers to borrow reusable food and beverage packaging from participating System Partners and return such packaging after use.

3.2 VYTAL provides the technical infrastructure and system coordination necessary for the operation of the reusable packaging network.

3.3 The issuance and return of "VytalWare" products are carried out through participating System Partners or other authorized locations.

3.4 VYTAL provides the technical platform and does not sell food or beverages and does not act as a contractual partner for transactions between consumers and System Partners relating to such products.

3.5 VYTAL may provide support services, including digital support and hotline services, to assist consumers with the convenient use of the reusable system.

§4 Free Use of the Platform

4.1 The use of the Vytal.ONE platform and participation in the reusable system are generally free of charge for Consumers.

4.2 Consumers may borrow "VytalWare" products without paying a deposit, provided that the products are returned within the applicable Borrowing Period.

4.3 Fees may only arise if "VytalWare" products are:

- not returned within the Borrowing Period
- lost
- damaged /returned in a condition that prevents further use.

4.4 Applicable fees are defined in the VYTAL fee schedule available via the Vytal.ONE platform.

PART B — USE OF THE DIGITAL PLATFORM

§5 Registration and Access

5.1 Consumers may access the service through different technical methods, including mobile applications, POS integrations or other access technologies. Depending on the method used, consumers may register on the Vytal.ONE platform or participate through alternative borrowing mechanisms. The available access methods include, in particular, the following:

5.1.1 Access via the Vytal Consumer App (CAPP): Consumers may create a consumer account on the Vytal.ONE platform by downloading the Vytal Consumer App from a recognized app store and completing the registration process. Registration is free of charge. The consumer account is personal and non-transferable. Consumers must provide accurate and complete information during registration and are responsible for maintaining the confidentiality of their login credentials.

5.1.2 Access via Tap2Borrow: Consumers may borrow "VytalWare" without creating a consumer account by using the Tap2Borrow functionality at participating System Partners. In this case, the consumer initiates the Borrowing Transaction by presenting or tapping a valid payment method at a VYTAL-enabled device or payment terminal provided at the partner location. By initiating the Borrowing Transaction in this manner, the consumer authorizes VYTAL or the relevant payment service provider to charge applicable fees in accordance with these GTC. No separate VYTAL account registration is required.

5.1.3 Access via POS System Integrations: Consumers may also participate in the reusable system through integrated point-of-sale (POS) systems operated by participating POS-System Partners. In such cases, consumers may register or authenticate through the respective POS system or partner platform. Any registration, data storage, and privacy management associated with such POS systems are

handled by the respective System Partner and not by VYTAL. A separate Vytal.ONE account is not required in these cases.

5.2 The specific access methods available to Consumers may vary depending on the System Partner and the technical setup at the respective partner location.

§6 Alternative Access Methods

6.1 In addition to registration via the mobile application, VYTAL may provide alternative methods for participating in the reusable system, including anonymous or simplified borrowing mechanisms.

6.2 Such alternative methods may be available through partner locations, automated systems, or other technologies provided within the reusable system.

6.3 The specific conditions applicable to these access methods, including the applicable Borrowing Period, will be communicated to the consumer at the time of borrowing.

§7 Payment Method and Payment Processing

7.1 Depending on the method used to participate in the reusable system, consumers may be required to provide a valid payment method.

7.2 Where consumers register through the Vytal.ONE platform, including the VYTAL consumer application, a valid payment method must be provided during registration. Once registered, consumers may carry out Checkouts (=Borrowing Transactions) and checkins (=return transactions) through the platform using the registered account.

7.3 For anonymous borrowing methods such as Tap2Borrow, consumers must present or tap a valid payment method at the time of the Borrowing Transaction.

7.4 Where Borrowing Transactions are carried out through integrated point-of-sale (POS) systems operated by System Partners, consumers may be required to provide a payment method through the respective POS system or partner platform. Such payment registration is managed by the respective POS-System Partner and not by VYTAL.

7.5 The payment method is used only if fees become due under these Terms and Conditions, in particular in the event of late return, loss, or damage of "VytalWare".

7.6 Payment processing is carried out by external payment service providers (currently Stripe). VYTAL may change payment service providers at any time.

7.7 VYTAL does not store or process payment card data. Payment processing is carried out in accordance with applicable payment security standards, including PCI compliance.

7.8 By providing a payment method—whether through registration on the Vytal.ONE platform, through a System Partner's POS system or platform, or by presenting a payment method for Tap2Borrow—the consumer authorizes the relevant payment service provider to charge applicable fees in accordance with these Terms and Conditions.

§8 Notifications

8.1 Consumers may receive notifications relating to the operation of the VYTAL reusable system.

8.2 For Consumers who borrow "VytalWare" through the Vytal.ONE platform, including the VYTAL Consumer App (CAPP), notifications may be provided via email, push notifications, or other digital communication channels.

8.3 Where Checkouts (=Borrowing Transactions) are carried out through integrated point-of-sale (POS) systems operated by System Partners, notifications may be generated or delivered through the respective technical systems used by those partners. The format and delivery of such notifications may therefore differ from those provided via the Vytal.ONE platform.

8.4 Notifications may include, in particular:

- return reminders;
- system notifications;
- operational messages relating to the reusable system.

8.5 For borrowing methods that allow anonymous participation in the reusable system, such as Tap2Borrow, individual notifications are not available. In such cases, VYTAL may provide a digital information page through which Consumers can access information about the remaining Borrowing Period and available Return Locations.

8.6 The absence or failure of a notification does not affect the Consumer's obligation to comply with the applicable Borrowing Period.

§9 Termination of Accounts

9.1 Consumers who access the reusable system through a Vytal.ONE account in the Vytal Consumer App (CAPP) may terminate their account at any time.

- Upon termination of an account, any borrowed "VytalWare" must be returned to an authorized Return Location within a reasonable period and in accordance with these GTC.
- VYTAL may suspend or terminate a Consumer's account if the consumer violates these Terms and Conditions or misuses the reusable system.

9.2 Certain checkout (=borrowing) methods, such as Tap2Borrow, allow Consumers to participate in the reusable system without creating a Vytal.ONE account. In such cases, Consumers do not create a consumer account that can be accessed or used for login to the Vytal.ONE platform. For technical purposes, VYTAL may generate an internal, anonymous consumer reference associated with the respective Borrowing Transactions and a tokenised payment method. Such internal references are used solely for the operation, tracking and processing of transactions within the reusable system and do not constitute a consumer account in the sense of these Terms. Accordingly, the provisions of this section regarding account termination do not apply to such participation methods.

9.3 Checkouts (=Borrowing transactions) conducted through integrated point-of-sale (POS) systems operated by System Partners (e.g. the qnips app) may also allow consumers to participate in the reusable system without creating a Vytal.ONE account. Where additional services of a System Partner are used, the GTC of the respective System Partner apply to those services.

PART C — USE OF THE REUSABLE PACKAGING SYSTEM

§10 Borrowing of "VytalWare"

10.1 consumers may borrow "VytalWare" from participating System Partners or other authorized issuance points.

10.2 Each borrowing event constitutes a Checkout (=Borrowing Transaction) within the reusable system.

10.3 Borrowing transactions may be digitally recorded via the Vytal.ONE platform or other technical systems operated by VYTAL.

§11 Borrowing Period

11.1 Unless otherwise communicated at the time of borrowing, the standard Borrowing Period is 14 days.

11.2 Different Borrowing Periods may apply in specific circumstances. This may include, in particular:

- partner-specific rules established by participating System Partners;
- borrowing via specific VYTAL technologies or borrowing tools, such as Tap2Borrow, for which a Borrowing Period of 9 days may apply.

11.3 The applicable Borrowing Period is communicated to the consumer at the time of the Borrowing Transaction.

11.4 Depending on the method used for the Borrowing Transaction, consumers may receive return reminders during the Borrowing Period. Such reminders may be provided through the Vytal.ONE platform, including push notifications or email messages. The absence of a reminder does not extend the applicable Borrowing Period.

§12 Return of "VytalWare"

12.1 Borrowed "VytalWare" must be returned to a Return Location within the applicable Borrowing Period.

12.2 Return Locations may include:

- participating System Partners
- automated return stations
- designated return bins
- other authorized locations.

12.3 "VytalWare" may only be returned at locations that are part of the VYTAL reusable system and clearly identified as such (for example by a "Powered by Vytal" sign or equivalent designation). Returns at locations that are not part of the VYTAL reusable system are not recognized as valid returns.

12.4 Returned "VytalWare" must be in a condition suitable for reuse within the reusable system. System Partners may refuse to accept returned items that are excessively damaged, heavily contaminated, or otherwise unsuitable for further use. If a returned item cannot be accepted for these reasons, the item may be treated as not returned for the purposes of the applicable fee rules.

§13 Fees for Late Return or Loss

13.1 If "VytalWare" is not returned within the applicable Borrowing Period, the product may be deemed removed from the reusable system.

13.2 VYTAL reserves the right to amend the fee schedule from time to time, provided this is reasonable for the consumer.

13.3 Fees may also apply where products are lost or returned in a condition preventing reuse.

13.4 Within the VYTAL Consumer App (CAPP), consumers who are fully registered, always have the option to prolong the Borrowing Period for a small fee.

13.5 Applicable fees and currencies may vary depending on the country and will be communicated at the time of the registration or the anonymous borrowing transaction.

§14 Duty of Care

Consumers must handle "VytalWare" products with reasonable care and use them only for their intended purpose, namely for the temporary storage, transport and consumption of food and beverages within the VYTAL reusable system.

PART D — LIABILITY AND LEGAL PROVISIONS

§15 Liability

15.1 VYTAL is liable for damages resulting from intent or gross negligence.

15.2 VYTAL is also liable for damages resulting from injury to life, body, or health.

15.3 In cases of simple negligence, VYTAL is liable only for breaches of essential contractual obligations and limited to foreseeable damages typical for the contract.

§16 Intellectual Property

16.1 All rights to the Vytal.ONE platform, "VytalWare" branding, and related content remain with VYTAL or its licensors.

16.2 Consumers may use the Vytal.ONE platform solely for personal use in accordance with these Terms.

§17 Data Protection

Information regarding the processing of personal data is available in VYTAL's Privacy Policy.

§18 Changes to the Terms

18.1 VYTAL may update these GTC where this is necessary due to legal requirements, technical developments, or changes to the reusable system.

18.2 consumers will be informed of such changes in advance via appropriate communication channels.

18.3 Where such changes affect the contractual relationship with the Consumer, VYTAL will notify consumers at least 14 days before the proposed effective date of the updated Terms.

18.4 consumers may object to the updated Terms within the specified period by discontinuing their use of the VYTAL reusable system and, where applicable, terminating their consumer account. If the consumer does not object before the effective date and continues to use the VYTAL reusable system, the updated Terms shall be deemed accepted.

§19 Governing Law

These Terms are governed by the laws of the Federal Republic of Germany. This does not affect any mandatory consumer rights or the right of Consumers to bring claims before the courts of their country of residence.

§20 Final Provisions

If any provision of these Terms is invalid, the validity of the remaining provisions shall remain unaffected.