



**PARTNER AGREEMENT FOR THE USE OF THE HO'I RETURNABLE DISH PROGRAM,
POWERED BY VYTAL**

LOCATION ADDRESS	
Name of the Establishment	
Full Physical Operating Address	
LEGAL IDENTITY	
Legal entity name, incl. entity Type and DBA (if applicable)	
Registered Address	
State of Incorporation	Hawaii
EIN (Employer Identification Number)	
Owner / Directors / Authorized Signatory Name(s)	
Mobile Phone	
Billing Email	
PERSONAL GUARANTEE	
I, personally, guarantee payment obligations of the above mentioned legal entity from this contract	Cooperation Partner Name Cooperation Partner Signature

(hereinafter referred to as **Cooperation Partner**)

and

Ho'i represented and operated by VYTAL US Inc
555 East Loockerman St., Suite 320,
Dover, DE 19901

Represented by Dr. Tim Breker (hereinafter referred
to as **Ho'i** or **Vytal**)

Contact: Keola Swinney, General Manager Ho'i
Contact email: keola.swinney@vytal.org
Contact phone number: +1-808-481-8658

Business Lead Development Representative

I. Subject of the partner agreement

(Sign-Up Assist): _____

Ho'i's goal is to help avoid single-use packaging waste going to landfills and conserve resources by using reusable packaging. Under this partner agreement, Vytal provides the Ho'i returnable dish program to the Cooperation Partner.

The Cooperation Partner is required to return all packaging held in excess of the allowance to Ho'i free of charge, thus helping to ensure that it can be used elsewhere in the system to avoid single-use packaging waste.

Specifically, this partner agreement includes the following components:

1. Loan of **high-quality Ho'i returnable dishes** with smart labels
2. Loan of **Ho'i cards for sale**
3. **Set up of Ho'i accounts** for the Cooperation Partner for web & app
4. **Delivery of the initial stock** free of shipping costs
5. **Training material** for staff members*
6. Free **Ho'i marketing materials** (point-of-sale, etc.)*
7. **Impact meter**: live counter of transactions on the Cooperation Partner's website
8. **Web Login Button**: Ho'i integration into the Cooperation Partner's own order website

* Cooperation Partner agrees to share training materials with staff members and ensure adherence to the included processes and training. Cooperation Partner places the POS and other marketing material provided by Ho'i visibly in the retail store for its customers, in particular to attach window cling and door stickers, hang posters and set up the counter display.

The Ho'i reusable containers and associated supplies remain the property of Ho'i at all times. Ho'i can reclaim surplus containers at any time if they are not used or are rarely used. This is the only way to keep the total number of containers in the system as low as possible, maximizing its positive environmental impact. It also ensures that the Ho'i containers are frequently used, reducing the amount of waste going to the landfill.

Ho'i offers further delivery of Ho'i containers free of shipping costs with a seven day notice, while the Cooperation Partner agrees to do semi-annual inventory checks.

The number of uses is recorded electronically via the Vytal Partner App (PAPP). For each checkout, the QR code of the container must be recorded and linked to a consumer. The link to a consumer can be implemented via the consumer app (CAPP) of the guest, the guest's credit card, or the guest's Ho'i Card.

When selling the Ho'i Card to guests, Cooperation Partner agrees to pass on the gross sales price of \$30 to Ho'i allowing two items to be checked out at a time. Ho'i will collect the total value of the sold Ho'i cards with the next monthly invoice.

II. Start of the program, costs and invoicing

The Cooperation Partner can participate in the Ho'i returnable dish program by choosing one of the partnerships outlined in Annex A. The General Terms and Conditions apply: <https://Vytal.org/agb>.

PARTNERSHIP SELECTION	
Partnership Option Selected (See Appendix A) <i>Options include: A, B, C, D, E, X</i>	
Partnership Duration Selected <i>Options include:</i> <i>'Eleu Mikimiki/Early Adopters:</i> • System launch through Dec. 2026 • System launch through Dec. 2027 <i>Standard:</i> • 6 months • 12 months • 18 months	
Scanner Type Selected <i>Options include: Tap-to-Borrow Basic or Tap-to-Borrow for High-Volume</i>	

The start of the program is the day that the Cooperation Partner receives the first delivery of Ho'i containers.

Billing is done monthly via email to the billing email provided. If the start date is not the first day of a calendar month, the first month is billed on a pro-rated basis for the days that the program is used, e.g. 10/30*monthly fee for a start on June 21st. The applicable partnership credits and fee for the first month are pro-rated accordingly.

If the Cooperation Partner needs any assistance during the Service Period, the Cooperation Partner may contact the Ho'i Program at contact@hoi-return.com.

Cooperation Partner and Vytal agree on Autopay via ACH Direct Debit or Credit Card:

PAYMENT SETUP	
Preferred Payment Method Options include: ACH or Credit Card	_____
Backup to Preferred Payment Method Options include: ACH or Credit Card	_____
ACH Details Bank Name	_____
Routing Number	_____
Account Number	_____
Credit Card Cardholder Name	_____
Card Number	_____
Expiration Date	_____
CVC	_____
I authorize Vytal US Inc. to charge the above payment methods for all invoices due.	_____ Signature

Vytal reserves the right to charge any costs incurred for failed autopayments as well as interest on late payments.

III. Cancellation

The partner agreement shall be automatically extended by a further 12 months in each case unless either party terminates the agreement in writing in compliance with the notice period for the respective extension period. The co-operation agreement can be terminated by either party with a notice period of 1 month to the end of the contract without the need to give reasons. The right to extraordinary termination for good cause remains unaffected.

At the end of the cooperation, the Cooperation Partner undertakes the return of the contractual components provided on a loan basis. The current inventory of containers is calculated from the initial inventory of containers provided minus issues to customers plus returns from customers. Through electronic recording via scanning, the inventory is continuously updated and can be viewed in the partner app. It is highly recommended that the Cooperation Partner runs regular inventory checks in addition to the contractually agreed upon semi-annual inventory checks.

In case of damage (e.g. writing on lids with non-water soluble pens or non-water soluble labels) or loss of the provided material (theft, issue to customers without scan, etc.) Ho'i allows itself to charge them with \$11 per meal container, \$4 per container lid, \$7 per cup, \$3 per cup lid as well as with \$250 per mobile device.

IV. Food hygiene and liability

The reusable foodware products supplied through this agreement are made of grade 304, 18/8 food-grade stainless steel and have been tested to meet rigorous health, safety, and sustainability standards.

All Ho'i products are washed, sanitized, dried, inspected, and repacked in compliance with the PR3 Standard for Washing (July 2025) and applicable health codes. All Ho'i washing, rinsing, sanitizing, and drying equipment, as well as material handling processes, meet or exceed FDA and NSF requirements and are NSF certified.

The Cooperation Partner is fully responsible for HACCP-compliant return handling and storage of reusable products as well as the hygienic serving of food and beverages in the reusable packaging provided. Ho'i and Vytal reject any liability or obligation from issues resulting from the food or beverage served or consumed. Vytal rejects any liability or obligation to provide compensation for damaged or incomplete reusable containers (missing lid or tray) outside of normal wear and tear. In principle, Vytal's liability is excluded to the extent permitted by law. The Cooperation Partner is obliged to support the collection of damaged and unused containers by packing them securely for shipping and handing them over to the logistics service provider.

V. Severability clause

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

VII. Place of performance/place of jurisdiction

Cooperation Partner and Ho'i agree on Delaware as place of jurisdiction and place of performance of their mutual rights.

VIII. Signatures

Signatures here indicate acceptance of this Agreement.

Signature of authorized party for Cooperation Partner

Cooperation Partner Signature

Date

Signature of authorized party for Vytal US Inc.

Vytal US Inc. Signature

Date

APPENDIX A: PROGRAM COST & FEES

Partnership Cost, Per-Use Fees, One-Time Setup Fee, Monthly Scanner Fee, Lost and Damaged Items Fee

NOTE: THE TERM ‘ELEU MIKIMIKI CAN BE USED INTERCHANGABLY WITH “EARLY ADOPTER”. “NA KA ‘ELEU MIKIMIKI” IS A HAWAIIAN TERM THAT MEANS “FOR THE QUICK AND ALERT ONES”.

PARTNERSHIP TIERS				
	‘ELEU MIKIMIKI - 2026 <i>PROMOTIONAL PRICING FOR EARLY ADOPTERS</i>		STANDARD PRICING (BEGINS 2027)	
TIER	MONTHLY FEE	CREDIT TO SPEND*	MONTHLY FEE	CREDIT TO SPEND*
A	\$50	\$75	\$50	\$50
B	\$150	\$240	\$150	\$180
C	\$300	\$500	\$300	\$400
D	\$500	\$1,000	\$500	\$750
E	\$900	\$2,000	\$900	\$1,500
X	\$25	\$25	\$25	\$25

*Monthly credit amount resets at the beginning of each month, and does not roll over.

PER-USE FEES (PAID WITH PARTNERSHIP CREDIT)			
	TIER A-E <i>PROMO & STANDARD</i>	TIER X <i>2026 PROMO ONLY</i>	TIER X <i>STANDARD</i>
Cup & Lid	\$0.17	\$0.17	\$0.20
Dish	\$0.34	\$0.34	\$0.40

ONE-TIME SETUP FEE
\$250

WAIVED FOR FIRST 50 ‘ELEU MIKIMIKI

MONTHLY RENT FOR MOBILE SCANNER	
Tap-to-Borrow (Basic)	\$29
Tap-to-Borrow (High Volume)	\$99

TAP-TO-BORROW (BASIC) WAIVED FOR FIRST 100 ‘ELEU MIKIMIKI

FEE TO REPLACE LOST OR DAMAGED ITEMS
In case of damage (e.g. writing on lids with non-water soluble pens or non-water soluble labels) or loss of the provided material (theft, issue to customers without scan, etc.) Ho'i allows itself to charge replacement fees.
\$11 per meal container * \$4 per container lid * \$7 per cup * \$3 per cup lid * \$250 per mobile device.