

## US TOKEN TERMS

These US tokens terms (“**Terms**”) have been initially approved by the Token Issuer on 11.10.2022 (“**Date of Terms**”) and amended on 13.12.2022, 23.04.2024 and 16.04.2025. These Terms determine the rights and obligations of Token Holders and the Token Issuer with regard to the Tokens.

### 1. KEY DEFINITIONS

- 1.1 “**Token Issuer**” is Urmas Sõõrumaa, personal identification code 36111290232.
- 1.2 “**Forus International**” is the company Forus International OÜ registered in Estonia, registry code 16247286, who is the parent company of the Forus group as at the Date of Terms.
- 1.3 “**Forus group**” is Forus International together with its subsidiaries.
- 1.4 “**KOOS**” is Programmable Equity OÜ, registry code 16320994.
- 1.5 “**KOOS Environment**” is the online software solution provided by KOOS for register keeping at the address [www.koos.io](http://www.koos.io). The solution may be based on, among other things, block-chain technology.
- 1.6 “**Platforms**” are the platforms operated by the Forus group which the Token Issuer has decided to join into the Programme. As at the Date of Terms, Forus Taxi platform has joined the Programme.
- 1.7 “**Platform Clients**” are persons who buy services through the Platform (“**Service Consumers**”) and persons who provide services through the Platform (“**Service Providers**”).
- 1.8 “**Programme**” is the US Tokens programme.
- 1.9 “**Registered Platform Clients**” are Platform Clients who have registered an account in the Register.
- 1.10 “**Token**” is US Token, the essence of which has been described in Section 2.
- 1.11 “**Token Company**” is the company US Token OÜ, registered in Estonia, with the registry code 16511565.
- 1.12 “**Token Holder**” is the person who at the given time is entered in the Register as a Token Holder.
- 1.13 “**Register**” is the register kept in the KOOS Environment where the Tokens and Token Holders as well as other details concerning the Tokens, if applicable, are registered. The Register is kept for the Token Issuer and at his request.

### 2. PROGRAMME AND TOKEN

- 2.1 The Token Issuer has created the Programme with the aim to give the Platform Clients the opportunity to join the ownership of Forus by acquiring a shareholding in the Token Company for free on the basis of and pursuant to the procedure provided in the Terms. As at the Date of Terms, the Token Company has a 30% shareholding in Forus International. The only activity of the Token Company is holding the shareholding in Forus International and it has no other business activity.

**2.2** Tokens are issued under the Programme. The Token is an electronic record of the right of a Token Holder to acquire from the Token Issuer for free on the basis of and pursuant to the procedure provided in the Terms a share in the Token Company with a nominal value of one cent (such share “**Share of the Token Company**”).

**2.3** Up to 30,000,000 Tokens are expected to be issued under the Programme. These Tokens give the to acquire from the Token Issuer in total a 100% shareholding in the Token Company.

### **3. ACQUISITION OF TOKENS**

**3.1** Tokens are offered to the Registered Platform Clients upon buying services on the Platforms or for providing services on the Platform in accordance with the following principles: each 100 euros of the price (fee) of the service provided enables one Token for the respective service provider and each 100 euros of the price (fee) of the service consumed and paid for enables one Token for the respective service consumer and, additionally, up to 10,000,000 Tokens will be reserved for the contributors fund.

**3.2** Upon consuming or providing services, the Registered Platform Clients are offered the possibility to either accept or decline the offered Tokens.

**3.3** When purchasing services through the Forus Taxi application within other Platforms, which are added to the Programme, the Tokens may be issued automatically.

**3.4** A person can become a Token Holder only if such person meets all the following conditions:

3.4.1 in case of a natural person, the person must be at least 18 years old and with active legal capacity; in case of a legal person, the person accepting these Terms must be a lawful representative of the Contributor and at least 18 years old and with active legal capacity;

3.4.2 the person’s place of habitat or residence is a country covered by the Programme; the list of the respective countries is disclosed in the KOOS Environment;

3.4.3 the person has submitted in the KOOS environment all required information about himself/herself (and in case of a legal person about its representative) and all submitted data is complete and accurate;

3.4.4 the person has accepted these Terms in the KOOS Environment;

3.4.5 the issuance of a Token to a person or the holding of Token by such person does not violate the provisions any applicable laws and regulations.

3.4.6 the Registered Platform Client has accepted the offered Token.

**3.5** If the person meets all conditions set forth in Section 3.4, the person will be entered in the Register as the Token Holder with respect to the Tokens accepted by such person (and as of such entry such Tokens are deemed to have been issued to the Token Holder). As long as such person continues to meet all such conditions, such person will also be entered in the Register as the Token Holder with respect to the Tokens that will be offered for such person by the Token Issuer in the future on the basis of the Programme, provided the person accepted such offered Tokens.

- 3.6 The rights represented by a Token belong personally and exclusively to a person who has been entered in the Register (the Token Holder) as the holder of the respective Token. No other person has any rights under or in connection with a Token.
- 3.7 If the person has submitted incorrect or incomplete information about himself/herself and/or violated these Terms and/or the terms of use of the KOOS Environment, Tokens issued for such person may be recalled from the Register, following which the person loses all the Tokens and the rights arising from the Tokens.
- 3.8 The Token Issuer can unilaterally set a time limit during which all the persons for whom Tokens have been reserved must either register as a Token Holder or reject to do this. Upon failure to perform the above activities within this time limit, the person is deemed to have rejected the acquisition of the Tokens.
- 3.9 If the Token Issuer determines that Tokens have been issued to any Token Holder erroneously, including if there is an error in the number of issued Tokens, then respective Tokens may be recalled from the Register. Such determinations about errors will be made solely by the Token Issuer and KOOS shall have no liability in connection therewith.

#### **4. TRANSFER OF TOKENS**

- 4.1 Subject to Section 4.4 a Token Holder may transfer a Token to another Token Holder who according to the Register holds at least 1 Token. The transfer of a Token is deemed as effective and the Token Holder is deemed to have changed only if the transfer has been entered in the Register in the KOOS Environment.
- 4.2 A Token may not be pledged or encumbered with rights in any other manner. If a person takes any action to pledge a Token or encumber it in any other manner, the rights represented by the Token shall terminate and the Token will be deleted.
- 4.3 A Token Holder may relinquish (give up) Tokens by taking respective actions in the KOOS Environment. Upon the performance of such actions, all the Tokens held by the person are cancelled.
- 4.4 The transfer of Tokens will be possible as of 1 April 2023 at the latest.

#### **5. ACQUISITION OF A SHARE OF THE TOKEN COMPANY**

- 5.1 The rights represented by the Token can be exercised and the delivery of a Share of the Token Company can be demanded by a person who has been entered in the Register as a Token Holder as on 30 June 2027 at 23:59 EET ("**Entitled Person**"). For this the Entitled Person must take actions in the KOOS Environment as required in the KOOS Environment and by the deadline set in the KOOS Environment, including submit and/or update about the Token Holder if necessary. The Token Issuer has the right to specify the detailed procedure for exercising the Token and for the delivery of the Share of the Token Company by publishing it in the KOOS Environment.
- 5.2 The Token Issuer shall deliver the Shares of the Token Company not later than on 30 November 2027 to each Entitled Person who takes the actions set forth in Section 5.1 on time. Upon the delivery of the Shares of the Token Company, the rights represented by the Token are terminated and the Token will be deleted from the Register.
- 5.3 The Token Issuer may change the deadlines set out in Clause 5.1 and 5.2 to earlier by giving at least six months' notice.

- 5.4** The Tokens whose holders do not perform the actions specified in Section 5.1 on time will be cancelled and the rights arising from these Tokens will terminate.
- 5.5** A Token Holder may determine in the KOOS Environment a beneficiary to whom the Token Issuer shall deliver the Shares of the Token Company instead of the Token Holder. Upon the delivery of the respective Shares of the Token Company to this beneficiary, the Token Issuer shall be deemed to have performed all the obligations before the Token Holder arising from the Token.

## **6. RISKS**

- 6.1** A Token Holder shall, among other things, take into account the following circumstances:
  - 6.1.1** By the acquisition or transfer of the Tokens or exercising the rights represented by the Token as well as by the acquisition or transfer of Shares of the Token Company received under the Tokens, the Token Holder may become subject to tax obligations which existence and scope may depend on the Token Holder's tax residency. Each Token Holder shall be responsible for the performance of such obligations and the Token Issuer and Forus group do not have any obligations in respect thereof;
  - 6.1.2** It is possible for the Token Holder to register different activities concerning the Tokens in the KOOS Environment, incl. to register the transfer of a Token or relinquishing of a Token, and these activities shall be deemed as legally effective if these have been performed by a person who has access to the KOOS Environment as a Token Holder. For this reason, the Token Holder shall personally make sure that third persons are not able to use the authentication measures that enable access to the KOOS Environment.
  - 6.1.3** As at the Date of Terms, the Token Company has a 30% shareholding in Forus International. Although the Token Issuer shall not perform any activities, the sole purpose of which is to dilute the Token Company's shareholding in Forus International, this shareholding may be diluted in case the share capital of Forus International is increased, for example, as a result of raising additional investments, acquiring shareholdings in businesses or companies, which are paid for by the shares of Forus International, or under other similar circumstances.
  - 6.1.4** The Tokens are issued to the Token Holders for free and upon their issue are not deemed as an investment into Forus International. A certain value might be established on the market for Tokens as well as Shares of the Token Company received under the Tokens and this value could change in time and to a very significant extent and due to various circumstances, which include the economic situation and prospects of Forus International. Forus International intends to regularly share information about its situation also with Token Holders and the holders of the Shares of the Token Company but the scope and regularity of sharing information shall be decided by Forus International and shall also depend on legal restrictions. Therefore, each Token Holder bears the risk of change of value of the Tokens and each holder of the Share of a Token Company bears the risk of change of value of the Shares of the Token Company.
  - 6.1.5** The Token Issuer and Forus International do not guarantee in any way that there will be a liquid market for Tokens or Shares of a Token Company. The Token

Issuer, Forus International and the Token Company do not assume any obligations to buy back Tokens or Shares of a Token Company. Therefore, each Token Holder and each holder of a Share of the Token Company bears the risk that the potential value of the Token or a Share of the Token Company cannot be realised by way of a transfer of a Token or Share of the Token Company, respectively.

## **7. LIMITATIONS OF LIABILITY**

- 7.1** The Token Issuer shall not be liable to any Token Holder for the breach of the Terms and the Token Holder may not rely on a breach of the Terms if the breach is caused by a circumstance attributable to a third person.
- 7.2** The Token Issuer shall not be liable to any Token Holder for any damage other than direct proprietary damage. The above limitation of liability shall not apply in case of intent or gross negligence.
- 7.3** Neither the Tokens nor the Terms create a legal relationship between KOOS and the Token Holders or between KOOS and the Token Issuer. The respective legal relationships can be created only on the basis of separately concluded contracts between KOOS and the Token Holders or between KOOS and the Token Issuer (e.g. the terms of use of KOOS).

## **8. TERMS OF THE TOKENS AND THEIR AMENDMENT**

- 8.1** Only the Terms that are available in the KOOS Environment shall be deemed as applicable to the Token Issuer and the Token Holders. Any other disclosures or information about the Tokens shall not have a legally binding meaning with regard to the rights and obligations related to the Token.
- 8.2** The Token Issuer may unilaterally specify and/or amend these Terms if the amendments or specifications do not harm the rights of the Token Holders and do not impose additional obligations on the Token Holders. The specification of the content and scope of existing obligations shall not be deemed as imposing additional obligations.
- 8.3** The Token Issuer may unilaterally specify and/or amend these Terms also in case of amendments to legal acts or their interpretation and the amendment of Terms is necessary for the Token Issuer and/or KOOS to comply with the requirements or obligations provided in legal acts.
- 8.4** The amended or specified Terms shall be published in the KOOS Environment. The Token Holders will be notified of changes or specifications via e-mail or phone number provided in the Register.

## **9. MISCELLANEOUS**

- 9.1** The Terms set out exhaustively the rights arising from and related to the Tokens. The Tokens shall not give any other rights. The Token cannot be used as a means of payment and does not constitute as virtual currency.
- 9.2** By accepting the Terms, each Token Holder agrees that KOOS and/or Forus group company may contact them with regard to the Tokens and the activities concerning the Tokens, also for the purposes of marketing the products and services of Forus group.
- 9.3** By accepting the Terms, each Token Holder grants KOOS, the Token Issuer and companies belonging to Forus group his or her consent to process his or her personal data

to the extent required for the implementation of the Programme, acquisition of Tokens, exercise of rights relating to Tokens and for the implementation of other provisions of the Tokens.

- 9.4** All declarations of intent or notices on the basis of the Terms or related to the Tokens shall be deemed as received by the Token Holder if these have been sent to the Token Holder's e-mail address that is entered in the Register.
- 9.5** The Terms shall be governed by Estonian law.
- 9.6** Disputes resulting from the Terms shall be resolved in Estonian courts, unless otherwise set forth by mandatory laws.