

TOKEN RIGHTS AGREEMENT

We are **HotelBuddy Technology OÜ**, an Estonian company with register code 16202409.

We have established a stakeholder program for all the good people, who help us to get our feet off the ground and make an impact in the world (the “**Stakeholder Program**”). We have selected you to participate in the Stakeholder Program. As part of such program, we may allocate to you tokens described below (the “**Tokens**”). Such Tokens may be allocated once, regularly or from time to time as determined by our Stakeholder Program.

To receive the Tokens, please complete the actions described in KOOS Software about the allocation of Tokens (“**Receipt Actions**”). Otherwise, you lose the right to receive the Tokens.

By completing the Receipt Actions, you confirm that you have read and understood these terms and an agreement is deemed concluded between you and us on these terms (the “**Agreement**”).

1. WHAT ARE TOKENS?

1.1 Token is an entry in the Token register (the “**Register**”) which records our promise to you (the “**Promise**”) as a holder of the Token. The Promise is described in Section 2.

2. WHAT IS OUR PROMISE?

On the Token Realisation Event, the assumed value of all Tokens equals the value of a common share of HotelBuddy Technology OÜ with a nominal value of EUR 25 on 28 July 2022 which corresponds to 1% of all shares of HotelBuddy Technology OÜ on 28 July 2022.

For these purposes, our “common share” means a notional part of our common share having a nominal value of one euro.

“**Token Realisation Event**” will be our exit - a transaction in which our shareholders realise their investment in HotelBuddy Technology OÜ by selling 100% of the shares of the company to a buyer for a purchase price paid in cash.

“**Token Realisation Event**” is also any other transaction (for example, a fundraising transaction) which our shareholders, acting at their sole discretion, consider to be a Token Realisation Event for the purposes of the Stakeholder Program by adopting a respective shareholders’ resolution.

There is no certainty as to whether and when a Token Realisation Event will occur. Token Realisation Event may never happen. There is also no certainty as to the amount of the Realisation Price. Accordingly, no value can be currently attributed to any Token.

To benefit from the Promise, you must take actions and perform obligations set forth in this Agreement, above all, in Section 4 below.

The Promise may be adjusted in accordance with Section 9.

3. WHO HAS THE RIGHTS ARISING FROM THE TOKEN?

3.1 The rights attached to each Token belong to the person that is registered as the holder of such Token in the Register.

- 3.2** The person being the holder of the Token and his/her/its details will be first registered in the Register after the completion of certain identification, know-your customer (KYC) and/or anti-money-laundering procedures (the “**Identification Procedures**”). Such Identification Procedures may be completed at the time determined by us and in any event before the Token Realisation Price.
- 3.3** In this Agreement, the term “**you**” refers to the holder of the Token as recorded in the Register.
- 3.4** By completing the Identification Procedures you represent and warrant that
- 3.4.1 all information provided in the course of Identification Procedures is correct, complete and not misleading;
 - 3.4.2 if you hold the Tokens as private individual, you are at least 18 years old and have full power and authority to receive the Tokens and exercise the rights and perform obligations set forth in this Agreement;
 - 3.4.3 if the Tokens are held by a legal entity, such legal entity has full power and authority to receive the Tokens and exercise the rights and perform obligations set forth in this Agreement and the (natural) person acting as a representative of such legal entity has the full authority to represent the legal entity;
 - 3.4.4 the issuance of Tokens to you does not violate any laws or regulations;
 - 3.4.5 You hold the Tokens solely on your own behalf and not as a representative of any other person.

4. HOW TO BENEFIT FROM THE PROMISE AND FULFILMENT OF PROMISE

- 4.1** To benefit from the Promise, you must have a bank account that accepts SEPA payments, and you need to take the following actions:
- 4.1.1 provide all information and documents that may be requested in connection with the Identification Procedures;
 - 4.1.2 after receiving notification about a potential Token Realisation Event, notify whether or not you wish to participate in the Token Realisation Event in the way and within the term determined by us;
 - 4.1.3 provide all other information that we may request to fulfil the Promise (e.g., your bank account details where payments should be made);
 - 4.1.4 take such other actions that we may reasonably request for the fulfilment of the Promise and participation in the Token Realisation Event.
- 4.2** We have an obligation to ensure the fulfilment of the Promise only if all actions described in Section 4.1 have been duly taken.
- 4.3** If you fail take the actions in accordance with Section 4.1, we may terminate this Agreement.

5. MORE ABOUT TOKENS

- 5.1** The Tokens are our token of appreciation to you. However, due to legal obligations, we need define them according to applicable laws. Therefore, please understand that:

- 5.1.1 each Token and all your rights under this Agreement are personal to you and are not transferable; they are not capable of being pledged or otherwise encumbered;
 - 5.1.2 Tokens have been allocated for free and thus do not constitute investment into us or our affiliated companies;
 - 5.1.3 Tokens cannot be used as means for payment and are not and may not be accepted as such by any third party;
 - 5.1.4 Tokens serve merely as a record of our Promise specified in Section 2 of this Agreement. Except as explicitly set out in Section 2, the Token does not provide you with any rights, including, without limitation, any rights with respect to our revenues or assets, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, or any ownership or other interest in us;
 - 5.1.5 Tokens have no rights, uses, purpose, attributes, functionalities or features outside this Agreement.
- 5.2** If any of these conditions or characteristics change, we shall notify you through a respective amendment or update to this Agreement or otherwise in accordance with Section 9 below.

6. TOKEN REGISTER

- 6.1** Tokens are registered in the Register which may (but does not have to) run on blockchain or similar technology. The Register is maintained by Programmable Equity OÜ, registry code 16320994 (“**KOOS**”) or through the software or solutions provided by KOOS.
- 6.2** The following information will be registered in the Register upon completion of Receipt Actions: (a) your e-mail address, phone number or customer number; (b) name (if provided) (c) the number of your Tokens; and (d) reason why the Tokens were issued.
- 6.3** To access and/or benefit from your Tokens, you need an account or digital wallet in the Register. To create such account or digital wallet, you might need to complete procedures and actions required by KOOS. You must implement appropriate measures to secure access to private keys to your wallet or account and any other username, passwords or other login or identifying credentials.
- 6.4** If you are no longer in possession of your private keys or are not able to provide login or identifying credentials, you may lose all Tokens and/or access to your account. We will do our best to recover your Tokens, but if you have lost control over your account, we are under no obligation to recover any such Tokens to you. Moreover, any third party that gains access to such private key(s) or other login or identifying credentials may be able to misappropriate your Tokens and your rights under this Agreement. Neither we nor KOOS is responsible for any such losses.
- 6.5** Considering that the Register may be operated on blockchain or similar technology, You must acknowledge that Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Register or the Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens are not guaranteed any remedy, refund or compensation.

7. YOUR ADDITIONAL OBLIGATIONS AND CONSENT

- 7.1** The regulatory regime of Tokens is changing rapidly. Therefore, if we or KOOS is obliged by applicable laws and regulations to request additional information from you, you will immediately provide to us or KOOS any information and documentation that we or KOOS may, in its sole discretion, request to comply with applicable laws, regulations, rules, including judicial or arbitral process and You agree that such information and documents may be further disclosed to comply with any of the aforementioned.
- 7.2** You hereby grant your consent that KOOS may contact you in connection with Tokens and any actions relating to Tokens and any changes in them as well as for the purposes of marketing KOOS products and services. In case you have accepted KOOS privacy policy, then KOOS privacy policy shall govern these matters and the aforesaid shall not apply.

8. LIMITATION OF LIABILITY

- 8.1** We are not liable for, and you may not rely on, any breach, event or circumstance that has been caused by or is attributable to any action or omission of, or other circumstance depending on any third party.
- 8.2** We are not liable to you, and you are not liable to us, whether under the Agreement or otherwise, for any damages other than direct proprietary damages. The aforesaid limitation does not apply in case the damage is caused intentionally or through gross negligence.
- 8.3** We are liable for any breach of the Agreement only if we have committed the breach intentionally or as a result of gross negligence.

9. AMENDMENTS TO THE AGREEMENT

- 9.1** In the event of merger, division, reorganization or increase of share capital without contributions by shareholders, for example bonus issue (*fondiemissioen*), or decrease of share capital affecting all shareholders proportionally or other corporate event with similar nature and effect, we may (but are not obliged to) make such adjustments to the Promise as we in good faith consider appropriate in order to preserve (and to avoid enlargement or dilution of) the benefits or potential benefits intended to be made available under this Promise. For the avoidance of doubt, no adjustment shall be made upon any other increase of our share capital and any such other share capital increase will dilute your rights under this Agreement.
- 9.2** We have the right to unilaterally make any amendment and addition to the Agreement if this is required in order to comply with applicable laws and regulations or if the amendment or addition is of purely technical nature or does not adversely affect your rights nor impose any additional obligations.
- 9.3** We may assign any of the rights and obligations arising from this Agreement to any of our affiliated companies.
- 9.4** We will notify you of any adjustment, amendment or assignment made under the above provisions as soon as reasonably possible.
- 9.5** In addition, we have the right to unilaterally make any other amendments and additions to the Agreement by informing you via your e-mail address registered in the Register at least two weeks before the amendments become effective. If you do not agree to the amendments, you have the right to terminate the Agreement by notifying us within the

implementation deadline. In such case, the Agreement will terminate on the date the amendments become effective. If you do not inform us of such termination within the implementation deadline, you are deemed to have agreed to the amendments.

10. STAKEHOLDER PROGRAM

We have established the Stakeholder Program at our sole discretion, and we maintain such Stakeholder Program until such time and on such terms as we decide at our sole discretion. Accordingly, we may change or terminate the Stakeholder Program at any time. Your receipt of any Tokens should not give rise to any expectation that you receive any further Tokens in the future.

11. TAXES AND RESIDENCY

11.1 You understand and agree that payments or benefits received in connection with Tokens may have tax consequences for you and that you are solely responsible for compliance with your tax obligations and that we bear no liability or responsibility with respect to any such tax consequences.

11.2 If, in connection with any payment made to you under this Agreement or otherwise in connection with the Promise or its fulfilment, we or any of our affiliated companies becomes liable for any taxes, (a) a sum equal to such tax liability shall be withheld from any payment made to you under this Agreement or (b) you must compensate us or the relevant affiliated company a sum equal to such tax liability immediately upon the receipt of notice that specifies the amount of such liability.

11.3 You understand that tax obligations depend on your tax residence and you need to follow tax laws in the country where you hold residence. If you have any questions concerning your tax obligations, please contact with your local tax office.

12. TERMINATION AND CANCELLATION

12.1 We may terminate this Agreement at any time if you breach any of the obligations set forth in this Agreement and/or if you provide us or KOOS any false, incomplete, or misleading information.

12.2 You may terminate this Agreement at any time before completing actions relating to the Token Realisation Event by sending us an e-mail to the e-mail address info@koos.io.

12.3 This Agreement will terminate once we have performed all our obligations to you arising from the Token Realisation Event.

12.4 This Agreement will also terminate if the Token Realisation Event has not occurred by 31 December 2032.

12.5 Upon the termination of the Agreement, all Tokens will be cancelled (e.g. burned).

13. FINAL PROVISIONS

13.1 Any notice or other communication under this Agreement is deemed received by you if it is sent to your communication channel registered in the Register.

13.2 This Agreement constitutes the entire agreement between us and you with respect to the subject matter hereof and supersedes all other prior declarations of intent, agreements and other communication between us with respect to the subject matter hereof (merger clause).

13.3 This Agreement shall be governed by Estonian laws. Any dispute or claim arising out of this Agreement shall be subject to jurisdiction of Harju County Court (*Harju Maakohus*) in Estonia as the court of first instance.