

# WHITEPAPER

*Security TOKEN Offering – FURAHAA GROUP*



## DISCLAIMER

This WHITEPAPER aims to present the FURAHAA TOKEN of the FURAHAA GROUP company. It is the first SECURITY TOKEN revolutionizing the field of catering, plant-based diet, and inclusivity through profit participation rights in the company and voting rights granted to potential investors who wish to participate in the upcoming offering of SECURITY TOKENS ("STO") by FURAHAA GROUP SAS.

The information below should not be considered exhaustive and does not imply any element of a contractual relationship. The sole purpose of this document is to provide relevant and reasonable information to potential TOKEN holders to determine whether they should undertake a thorough analysis of the company and the market with the aim of acquiring FURAHAA TOKENS.

Nothing in this WHITEPAPER should be construed as a prospectus or an invitation to invest. The document is not prepared in accordance with, and is not subject to, the laws or regulations of any jurisdiction designed to protect investors.

Certain statements, estimates, and financial information contained in this WHITEPAPER involve known and unknown risks and uncertainties that may cause actual events or results to differ materially from the estimates or results implied or expressed in these statements.

### REMARKS:

- In-depth evaluation of the company: Potential holders of FURAHAA TOKENS should take the time to thoroughly analyze the FURAHAA GROUP company. It is recommended to carefully examine its organizational structure, economic model, objectives, management team, and history. This comprehensive evaluation will provide a better understanding of the potential value of FURAHAA TOKENS.



- **Market study:** A thorough analysis of the catering, plant-based diet, and inclusivity market is also essential. Potential holders should examine the opportunities and challenges that the company may face. It is advisable to become familiar with market trends, competition, and growth prospects to make an informed decision.
- **Associated risks:** Like any investment, the acquisition of FURAHAA TOKENS carries inherent risks. Potential holders should be aware of the financial, regulatory, operational, and other risks associated with investing in security TOKENS. It is strongly recommended to consult a professional financial advisor to assess these risks before making an investment decision.
- **Regulation:** FURAHAA TOKENS may be subject to specific laws and regulations in different jurisdictions. Potential holders should understand the legal obligations to which they may be subject and ensure compliance with all applicable regulatory requirements.

It is essential to note that this WHITEPAPER does not constitute an invitation to invest or a prospectus. Potential holders of FURAHAA TOKENS should consult their own legal and financial advisors before making an investment decision.



## ABSTRACT

The FURAHAA GROUP company specializes in fast-food type catering, with the particularity of offering 100% plant-based diet recipes. FURAHAA is a Swahili word, a language spoken in East Africa which means joy, happiness, and carries very positive values. The founder of FURAHAA is called Arthur DEVILLERS, and he has been deaf since a very young age. He is co-founder of the association MAINS DIAMANT, which aims to build a bridge between Deaf and hearing people.

This association has become well known to the French deaf community. The Founder of FURAHAA is aware of the problem of the employment of the deaf: the situation of deaf people in France is difficult and the unemployment rate reaches approximately 45% of the deaf population against 10% of the French population.

In the future, the development of a FURAHAA branch-franchise network will aim to encourage the recruitment of deaf people. In addition, promoting the employability of deaf people is an essential element for him. He hopes to break down prejudices about people who are part of this community and thus facilitate their integration into the world of work.

FURAHAA acts in this direction but also for a fairer world for other humans and animals: our vegetable products consume fewer resources and pollute less than meat, dairy products and eggs.



*Arthur DEVILLERS, Founder and President of FURAHAA GROUP*



# TABLE OF CONTENTS

Disclaimer .....	2
Abstract.....	4
Table of contents .....	5
<b>I. Industry overview .....</b>	<b>6</b>
A) Bried history of Véganisme.. .....	6
B) Key figures of deafness.....	8
<b>II. Issues .....</b>	<b>8</b>
A) The impact of animal production of the environment.....	8
B) Comparisons of the impacts of animal production and plant production.....	11
C) The difficult situation of deaf people.....	13
<b>III. Solutions.....</b>	<b>14</b>
A) Limit the environmental impact and allo greater inclusiveness.....	14
B) Allow better professional integration of deaf people.....	16
<b>IV. Furahaa Group : a physical restaurant in the heart of the french capital .....</b>	<b>18</b>
<b>V. Tokenomics .....</b>	<b>20</b>
A) TOKEN allocation .....	20
B) Funding rounds .....	21
C) Public sale characteristics .....	21
D) Forecast.....	22
E) Calendar .....	23
<b>VI. Company composition.....</b>	<b>24</b>
A) The founder .....	24
B) Organizational chart of the company before the STO .....	24
<b>VII. Registration process for Furahaa TOKENS buyers as shareholders.....</b>	<b>25</b>
A) Share transfer process .....	25
B) Share transfer Financial incentive based on the number of Tokens not converted into shares .....	22
C) Formalities .....	26
D) Personnal Data .....	27
E) Communication and general meeting notices .....	28
<b>VIII. Financial and political rights.....</b>	<b>29</b>
A) Ownership of financial rights .....	29
B) Ownership of voting rights.....	30
C) Benefit from discounts on Furahaa menus .....	30
<b>IX. Distribution of share capital.....</b>	<b>31</b>
<b>X. Development goals.....</b>	<b>32</b>
<b>XI. Terms of sale.....</b>	<b>34</b>



## I. INDUSTRY OVERVIEW

### A) Brief history of Vegan Nutrition

#### 1. Within ancient societies

Vegan nutrition is a lifestyle that excludes the use and consumption of animal-based products. It can be traced back to ancient origins :

##### 1. Ancient India:

- Vegetarianism has ancient roots in India, dating back over 3000 years before our era. Religions like Hinduism, Jainism, and Buddhism promoted principles of non-violence and empathy towards all living beings, thus encouraging vegetarianism.

##### 2. Greek philosophers:

- Pythagoras, a Greek philosopher and mathematician of the 6th century BCE, advocated for a vegetarian lifestyle. He believed in reincarnation and considered meat consumption to be a moral transgression.
- Other Greek philosophers, such as Plato and Plutarch, also expressed support for vegetarianism, emphasizing ethical arguments for abstaining from meat.

##### 3. Middle Eastern religions:

- Judaism and early Christianity experienced vegetarian movements throughout their history. Certain religious groups, such as the Essenes and Manichaeans, promoted plant-based diets for spiritual and ethical reasons.

##### 4. Ancient writings:

- Ancient texts, such as the writings of the Greek philosopher Porphyry and the Book of Jubilees in the Jewish tradition, addressed the issue of vegetarian food and presented arguments in favor of abstaining from meat.

These ancient sources laid the foundation for subsequent vegetarian and plant-based diet movements. They established the moral, philosophical, and religious principles



that influenced the development of vegetarianism and vegan nutrition throughout the centuries, leading up to their modern form.

## **2. The development of vegan nutrition in modern societies**

The development and popularization of vegan nutrition within modern societies can be traced through several stages:

1. The Vegan Society and the creation of the term "vegan":
  - In 1944, Donald Watson and a group of other vegetarian activists founded The Vegan Society in the United Kingdom. They introduced the term "vegan" to describe individuals who exclude not only meat but also all animal-based products from their diet and lifestyle.
2. Expansion and growth of the vegan nutrition movement:
  - Over the years, the vegan nutrition movement gained popularity and expanded worldwide. Vegetarian and vegan nutrition organizations were formed to promote the vegan nutrition lifestyle and advocate for animal rights.
  - Influential figures such as British writer George Bernard Shaw and physicist Albert Einstein supported vegetarian principles and contributed to raising public awareness about these ideas.
3. Ethical, environmental, and health reasons:
  - Plant-based diet is grounded in ethical motivations towards animals, viewing their exploitation as unjust and ethically unacceptable.
  - Over time, environmental concerns and the negative impacts of intensive animal farming on the planet have also motivated many individuals to adopt the plant-based diet lifestyle.
  - Additionally, some people choose plant-based diet for health reasons, considering a plant-based diet to offer health benefits.
4. Popularization of vegan nutrition:
  - In recent decades, vegan nutrition has gained increasing popularity. Celebrities, athletes, and influencers have embraced the vegan nutrition lifestyle, contributing to its media visibility.



- The food industry has also responded to the growing demand for plant-based diet products, offering an expanding range of plant-based diet options in supermarkets and restaurants.

It's important to note that the development of vegan nutrition is an ongoing process influenced by various factors, including cultural shifts, scientific research, and societal awareness of animal rights, environmental concerns, and personal health considerations.

## **B) Key figures on deafness**

According to the World Health Organization (WHO), approximately 466 million people worldwide suffer from disabling deafness, or approximately 5% of the world's population. (Source: WHO, 2021).

We will see later that this handicap generates various problems.



## II. ISSUES

### A) The impact of animal production on the environment

1. Greenhouse gas emissions:
  - According to the FAO (Food and Agriculture Organization of the United Nations), livestock is responsible for approximately 14.5% of global greenhouse gas emissions, making it a more significant source than the transportation sector.
  - Methane emissions from ruminant digestion account for about 39% of total human-induced methane emissions.
2. Deforestation:
  - Livestock is a major driver of deforestation, particularly in tropical regions. According to some estimates, around 80% of deforestation in the Amazon is attributed to the expansion of cattle ranching.
  - The conversion of forested land into agricultural land for animal production leads to biodiversity loss and destruction of natural habitats.
3. Land and water use:
  - Livestock uses about 70% of global agricultural land and 30% of the Earth's land surface.
  - Producing 1 kg of beef requires an average of 15,000 liters of water, including water for animal drinking and feed production.
4. Water pollution:
  - Animal waste containing nitrates and phosphates can contaminate water sources, contributing to freshwater pollution and toxic algae blooms.
  - Intensive use of fertilizers and pesticides in feed crops can also lead to water pollution through runoff.
5. Resource depletion:
  - Approximately 33% of global arable land is used for growing crops for animal feed.
  - Meat production requires a much larger amount of food resources compared to plant-based production. For example, it takes about 7 kg of grain to produce 1 kg of beef.



6. Energy consumption:

- According to a study published in the journal Environmental Science & Technology, global animal production consumes about 6% of total primary energy.
- Intensive livestock farming requires significant amounts of energy for lighting, heating, ventilation, and operation of equipment.

7. Fertilizer and pesticide use:

- Intensive livestock farming often relies on growing large quantities of grains and soybeans for animal feed. This leads to intensive use of chemical fertilizers and pesticides, which can pollute soils and waterways.
- According to a study published in the journal Environmental Research Letters, the livestock industry is responsible for 37% of total global phosphorus fertilizer use.

8. Ammonia emissions:

- Livestock generates ammonia emissions primarily from animal waste. Ammonia can contribute to air pollution and the formation of fine particles.
- According to a study by the European Commission, agriculture, including livestock, is responsible for nearly 95% of total ammonia emissions in the European Union.

9. Biodiversity loss:

- Land conversion for livestock and monoculture of feed crops contributes to biodiversity loss and destruction of natural ecosystems.
- According to the International Union for Conservation of Nature (IUCN), agriculture is one of the leading causes of species extinction worldwide.



## **B) Comparisons of the impacts of animal production and plant production.**

1. Greenhouse gas emissions:
  - Animal production: Responsible for approximately 14.5% of global greenhouse gas emissions.
  - Plant production: Contributes to around 13% of global greenhouse gas emissions.
2. Deforestation:
  - Animal production: Expansion of cattle ranching is responsible for about 80% of deforestation in the Amazon.
  - Plant production: Certain agricultural crops, such as palm oil and soybeans, can also contribute to deforestation.
3. Land and water use:
  - Animal production: Uses about 70% of global agricultural land and requires significant amounts of water for animal watering and feed production.
  - Plant production: Occupies the remaining agricultural land and also requires water for crop irrigation.
4. Water pollution:
  - Animal production: Animal waste and chemicals used in livestock farming can contaminate water sources.
  - Plant production: The use of pesticides and chemical fertilizers in plant production can also lead to water pollution through runoff.
5. Resource depletion:
  - Animal production: Requires significant amounts of resources such as water, arable land, animal feed, and fossil fuels.
  - Plant production: Also requires resources, but generally in lesser quantities compared to animal production.



6. Energy consumption:

- Animal production: Consumes approximately 6% of the total primary energy.
- Plant production: Also requires energy for agricultural operations, irrigation, processing, and transportation of products.

7. Use of fertilizers and pesticides:

- Animal production: Uses limited amounts of fertilizers, mainly for the cultivation of feed crops.
- Plant production: Often utilizes more fertilizers and pesticides due to intensive crop cultivation.

8. Ammonia emissions:

- Animal production: Generates ammonia emissions primarily from animal waste.
- Plant production: Can also contribute to ammonia emissions but to a lesser extent than animal production.

9. Biodiversity loss:

- Animal production: Land conversion for livestock farming and monoculture of feed crops can result in biodiversity loss by destroying natural habitats and disrupting ecosystems.
- Plant production: Land conversion for large-scale monocultures can also contribute to biodiversity loss by reducing species diversity and eliminating natural habitats.



### **C) The difficult situation of deaf people.**

Deaf people experience various harms that go beyond their disability. In a non-exhaustive way:

1. Employment and Unemployment:

- Employment rates vary significantly across countries. For example, in the United States, the employment rate for deaf and hard-of-hearing individuals was around 53.6% in 2019, compared to 75.9% for hearing individuals. (Source: Bureau of Labor Statistics, 2020)
- In France, the unemployment rate for disabled individuals, including deaf individuals, was approximately 19% in 2020, more than twice the unemployment rate of the general population. (Source: Ministry of Labor data, 2020)
- The overall trend indicates a greater difficulty in employment for deaf individuals.

2. Access to Education:

- Access to quality education for deaf individuals remains a challenge in many countries. According to the World Bank, around 90% of deaf children in low- and middle-income countries do not have access to formal education. (Source: World Bank, 2020)

3. Discrimination and Stigmatization:

- Deaf individuals may face discrimination in the labor market. A study conducted in the United States found that deaf individuals were less likely to be hired and could be perceived as less competent than hearing individuals, even when their qualifications were identical. (Source: Cornell University, 2016)



### III. SOLUTIONS

#### A) Limit the environmental impact and allow greater inclusiveness.

**1. The objectives to be achieved.** Considering all the research on plant-based diet and animal and plant production, write me a long paragraph about the advantages of a plant-based diet Fast-Food compared to a traditional Fast-Food.

Research on vegan nutrition and food production has highlighted numerous advantages of a plant-based diet Fast-Food compared to a traditional Fast-Food. Firstly, from an environmental perspective, animal production is associated with higher carbon footprint, intensive land use, increased deforestation, and water pollution. By opting for a plant-based diet Fast-Food, which uses plant-based alternatives for meat and dairy, we can significantly reduce our environmental footprint.

Moreover, plant-based diet Fast-Foods offer a greater variety of healthy and balanced options. They typically offer protein-rich vegan burgers made from legumes, tofu, or mushrooms, which provide the same essential nutrients as meat but without the health drawbacks associated with excessive meat consumption. Plant-based alternatives can also be rich in fiber, vitamins, and minerals, contributing to a more balanced diet.

Additionally, plant-based diet Fast-Foods are often free from artificial additives and preservatives, making them more natural and cruelty-free options. Advocates of vegan nutrition also emphasize the health benefits of a plant-based diet, such as reduced risks of cardiovascular diseases, hypertension, and certain types of cancer.

Another advantage of plant-based diet Fast-Foods is their inclusivity for individuals with dietary restrictions. plant-based diet options allow people with allergies or food intolerances, as well as vegetarians and vegans, to enjoy a quick meal without worrying about animal-derived ingredients. This creates a more inclusive and welcoming environment for all customers.



Finally, the development of plant-based diet Fast-Foods contributes to promoting a more sustainable and ethical food industry. By supporting these establishments, consumers encourage a growing demand for plant-based ingredients, prompting traditional food companies to reconsider their production practices and offer more environmentally and animal-friendly alternatives.

**2. Why invest?** Investing in the development of a plant-based diet Fast-Food restaurant offers numerous advantages and aligns with current societal trends and needs. Firstly, there is a growing demand for healthier, ethical, and environmentally friendly food options. plant-based diet Fast-Food provides an alternative to traditional meals that are high in meat and dairy, meeting the expectations of health-conscious consumers concerned about the impact of their diet on both personal well-being and the planet.

Investing in a plant-based diet Fast-Food restaurant also taps into the increasing popularity of vegan nutrition. More and more people are adopting plant-based diets for ethical, environmental, and health reasons. By offering tasty and diverse options, plant-based diet Fast-Food can attract a wide range of customers, including vegans, vegetarians, flexitarians, and those simply seeking to diversify their food choices.

The plant-based diet Fast-Food market is experiencing significant growth and presents real economic opportunities. Several market studies indicate that the Vegan food sector is rapidly expanding, with substantial revenue projections in the coming years. By investing in this thriving sector, you position yourself strategically to benefit from this growth and capture a valuable market share.

Furthermore, plant-based diet Fast-Food offers compelling operational advantages. Plant-based foods are often more cost-effective than animal-based products, which can help reduce production costs and improve profitability. Additionally, most ingredients used in plant-based diet Fast-Food are readily available, facilitating supply chain management.



Investing in a plant-based diet Fast-Food restaurant also aligns with important social and environmental values. The production of meat and dairy is associated with issues such as deforestation, water pollution, and greenhouse gas emissions. By offering a vegan nutrition alternative, you contribute to environmental preservation and animal welfare. Moreover, by creating jobs in an emerging sector, you help generate employment opportunities for individuals passionate about food and sustainability.

## **B) Allow better professional integration of deaf people.**

**What are the objectives to be achieved and why invest?** The development and investment in FURAHAA hold significant interest regarding the issue of deaf individuals. Its founder, Arthur Devillers, who is deaf himself from a young age, is also a co-founder of the Mains Diamant association, which aims to build a bridge between the Deaf and hearing communities. This association has gained considerable recognition within the French Deaf community. The founder of FURAHAA is fully aware of the challenges faced by deaf individuals in terms of employment.

In the future, the development of a network of FURAHAA branches and franchises aims to promote the recruitment of deaf individuals. Arthur Devillers hopes to break the stereotypes associated with this community and facilitate their integration into the workforce.

Investing in FURAHAA and supporting its development offers numerous advantages. Firstly, it would create employment opportunities specifically dedicated to the deaf community. By establishing a network of FURAHAA branches, the company would actively seek to hire deaf individuals, providing them with job security and financial independence. This would contribute to reducing the high unemployment rate among the deaf population.

Furthermore, investing in FURAHAA would promote the integration of deaf individuals into society. By promoting inclusion and raising awareness of the skills and abilities of deaf individuals, the company would challenge society's perceptions and preconceived



notions. Interactions with FURAHAA employees would allow customers and colleagues to better understand and appreciate the Deaf community, facilitating their social integration.

Moreover, supporting FURAHAA aligns with the principles of equal opportunities and diversity in the workplace. By actively advocating for the employment of deaf individuals, the company would set an example for other businesses, encouraging them to follow suit and create more inclusive work environments. This would help break the cycle of discrimination and underrepresentation faced by the Deaf community, leading to a more equitable society.

Investing in FURAHAA also has the potential to generate significant social and economic benefits. By expanding the reach of the company, a larger number of people would have access to the services and products offered by FURAHAA. This would not only contribute to the growth of the business but also stimulate economic activity within the Deaf community. By positioning itself as a recognized brand, FURAHAA would have a positive impact on the local economy by creating additional jobs, supporting local suppliers, and attracting a diverse customer base.



#### IV. FURAHAA GROUP: A PHYSICAL RESTAURANT IN THE HEART OF THE FRENCH CAPITAL.

FURAHAA GROUP has a restaurant located at 78 rue Réaumur, 75002 Paris. FURAHAA is the first inclusive plant-based fast-food chain in France. All our products are 100% vegetable and free of any animal matter. A list of allergens is available online for customers to review before placing an order.

FURAHAA also has an online presence with a website (<https://www.furahaa.com>) where customers can view the menu, place orders, and subscribe to the newsletter. Delivery options via platforms such as Deliveroo, Uber Eats, Just Eat and Eatic are available.

An online store also allows you to buy FURAHAA brand products.

The following images present an overview of the menus offered by FURAHAA.





## MENU

Big Furahaa + Fries + Drink : 11.90€  
 N'Cheeseburger Furahaa + Fries + Drink : 8.90€  
 Double N'Cheeseburger Furahaa + Fries + Drink : 10.90€  
 Triple N'Cheeseburger Furahaa + Fries + Drink : 12.90€  
 Beyond Furahaa Gluten-free + Fries + Drink 14.90€  
 Fu'Fissh Burger + Fries + Drink : 10.90€  
 Fu'Chick'n Burger + Fries + Drink : 10.90€  
 Hot Dog + Fries + Drink : 9.90€

## SIDES

Fries : 3.50€  
 N'Cheese fries : 4.50€  
 Loaded fries : Bacon, N'Cheese, Sauces, Jalapeno : 6.50€  
 Chick'n Nuggets x6: 4.90€  
 N'Cheese Trio Nuggets x6 by Kokiriki : 5.90€

## DRINKS

Soda Black : 3€ | Ice Tea : 3€  
 Soda Lime : 3€ | Tropical : 3€  
 Soda Orange : 3€ | Orange : 3€  
 Sparkling Water : 2.50€ | Water : 2.50€

## EXTRAS

Mayo : 1€ BBQ : 1€ Mustard : 1€ Hot : 1€ Jalapeno : 1€ Bacon : 2€  
 Maple Syrup : 1.50€ Strawberry : 1€ Choco : 2€ White Choco : 2.50€ Caramel : 1€

*Furahaa*

## SOLO

Big Furahaa : 9.90€  
 N'Cheeseburger Furahaa : 5.90€  
 Double N'Cheeseburger Furahaa : 7.90€  
 Triple N'Cheeseburger Furahaa : 9.90€  
 Beyond Furahaa Gluten-free : 12.90€  
 Fu'Fissh Burger : 8.90€  
 Fu'Chick'n Burger : 8.90€  
 Hot Dog : 5.90€

## BREAKFAST 24H / 24H

Fu'Muffin by Papondou with Fteak "Sausage : 9.90€  
 Grilled N'Cheese & Bacon : 5.90€  
 Gaufre de Liège : 5€  
 Pancakes x4 : 3.90€  
 French toast x3 : 3.90€  
 Hot drink : Coffee : 1€ | Choco : 3€

## DESSERTS

Cookie : 3€  
 Cheesecake by L-A-M : 5.50€  
 Ice Cream : 4€

## CANDY

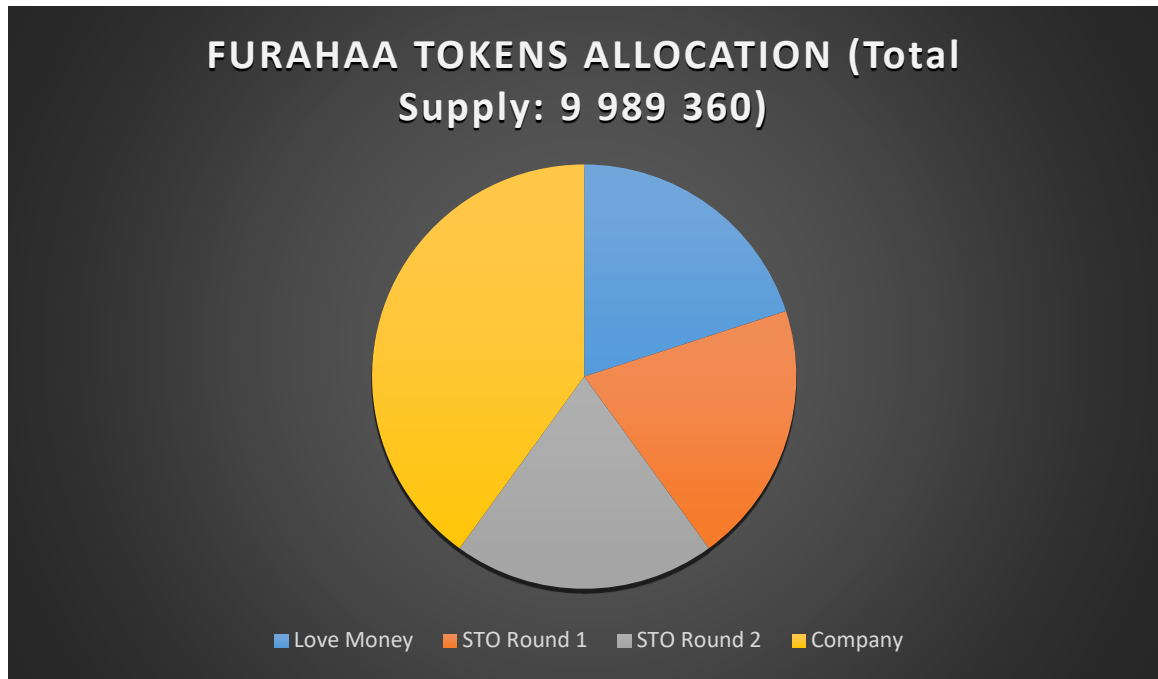
Candy Mix : 3.90€  
 Candy Bar x3 : 3.50€  
 Chocolate bar : 3.50€



*Furahaa*

## V. TOKENOMICS

### A) TOKEN Allocation



The company reserves the right to keep, offer, or sell its TOKENS under conditions that cannot be enforced against it.

The Initial TOKEN distribution of FURAHAA TOKENS is as follows:

- 2 000 000 TOKENS: Love Money;
- 3 989 360 TOKENS: Company;
- 4 000 000 TOKENS: Public Sale.

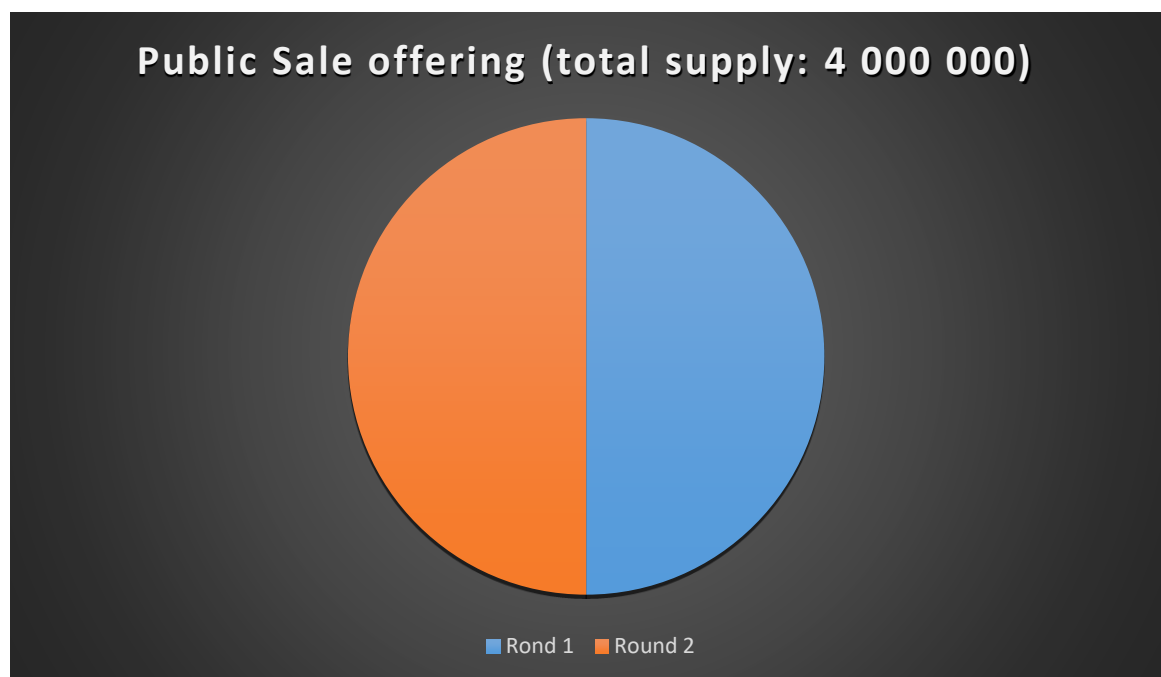


## B) Funding Rounds

What are the funding rounds for FURAHHA TOKENS ?

- €200K was raised in the Love Money sale on May 2023 with a price of €0.10 per TOKEN;
- €1M could be raised during the Public sale:
  - Round 1 : 2 000 000 TOKENS / 0,20€ / Date : September 13, 2023
  - Round 2 : 2 000 000 TOKENS / 0,30€ / Date : TBA

## C) Public Sale characteristics



The public sale is organized as follows:

- Round 1: 2 000 000 TOKENS, 0,20€ per TOKEN / Public sale opening: September 13, 2023
- Round 2: 2 000 000 TOKENS, 0,30€ per TOKEN / Public sale opening: TBA



### D) Forecast

Considering the number of TOKENS available, we can present an overview of the evolutions of the price of the TOKENS and the market capitalization in the event of a future deployment of the FURAHAA TOKENS on an Exchange or on a DEX:

Total Supply	Market Capitalization	Price (€)
9.9M	3M	0,30
9.9M	6M	0,60
9.9M	12M	1,20
9.9M	24M	2,40
9.9M	48M	4,80
9.9M	96M	9,60

**CAUTION :** At the time of issuing FURAHAA TOKENS, exchanging SECURITY TOKENS on an Exchange or a DEX is nearly impossible. However, we are only at the



dawn of innovations in this regard. Until platforms suitable for the exchange of SECURITY TOKENS become available, the sale of FURAHAA TOKENS can only be done through over-the-counter transactions.

### **E) Calendar**

As of now, the main milestones are as follows:

- September 13, 2023: Start of the public sale (round 1). The launch date of round 2 will be determined based on the completion date of round 1.
- December 2023: Authorization for over-the-counter (OTC) TOKEN resale.

Please note that as an investor, you will be debited immediately for the acquisition of FURAHAA TOKENS. You will also receive your TOKENS immediately.

The STO continues as long as FURAHAA TOKENS are available for sale.



## VI. COMPANY COMPOSITION

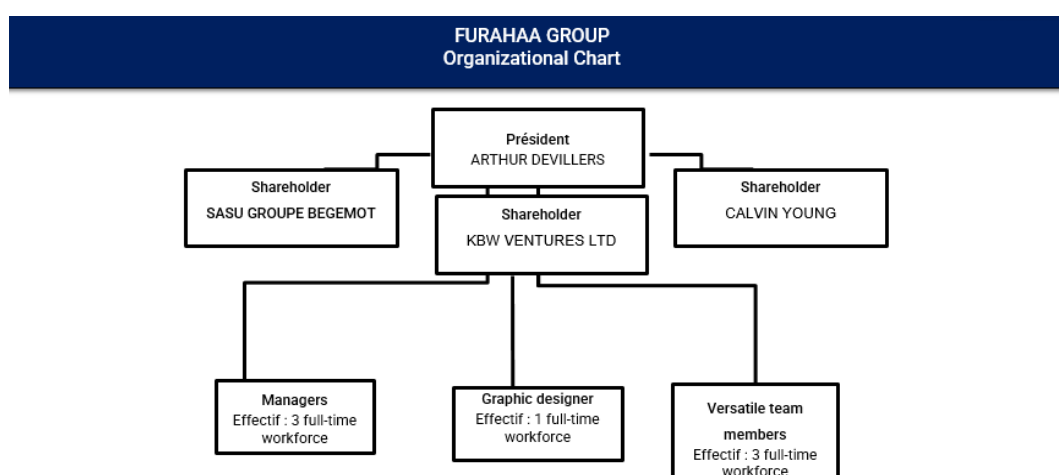
### A) The founder

Arthur Devillers is the founder of FURAHAA GROUP. He has been deaf since a young age. He is also a co-founder of the association MAINS DIAMANT, which aims to build a bridge between Deaf and Hearing individuals.

Arthur Devillers is active and eager to make a difference. Several press articles have been dedicated to him, such as:

- [Arthur Devillers, la « Furahaa » de vivre | Les Echos](#)
- [Paris : et maintenant des burgers 100 % végétaux et... 100 % solidaires - Le Parisien](#)
- [Furahaa Express, une enseigne 100 % vegan et inclusive - L'Officiel de la Franchise](#)
- [Interview : Arthur Devillers, fondateur de Furahaa - AVF \(Association Végétarienne de France\) \(vegetarisme.fr\)](#)

### B) Organizational Chart of the Company before the STO



## VII. REGISTRATION PROCESS FOR FURAHAA TOKEN BUYERS AS SHAREHOLDERS

### A) Share Transfer Process

Once the TOKENS are acquired as part of our SECURITY TOKEN OFFERING (STO), you have the opportunity to become shareholders of our company. To formalize this transition, we have established a shareholder registration process that requires the signing of a share transfer agreement.

After purchasing the TOKENS, investors will have the option to complete this share transfer agreement. Its signature is the first step to establish ownership of the shares.

Please note that 14 030 shares out of a total of 140 300 shares of the company are available. Therefore, one share can be obtained for every 712 FURAHAA TOKENS owned:

- 712 FURAHAA TOKENS = 1 share.

Your TOKENS will be destroyed to allow the transfer of shares. The transfer can only be completed under the following conditions:

- Hold a sufficient number of FURAHAA TOKENS;
- Fill in, initial, and sign the subscription form and the KYC (Know Your Customer) documents, and attach the required supporting documents ;
- Transfer the FURAHAA TOKENS that you wish to exchange for shares to FURAHAA GROUP (indication within the subscription form).
- Sign the share transfer agreement and the shareholders agreement.

What should you do if you don't have enough FURAHAA TOKENS to acquire one share?



- You can wait until you have accumulated enough FURAHAA TOKENS to request their conversion into a share;
- In the meantime, your FURAHAA TOKENS will earn you a financial interest directly deposited into the electronic wallet holding the FURAHAA TOKENS. USDT will be annually disbursed. The amount varies depending on the number of FURAHAA TOKENS held and the company's net income after corporate tax payment and dividend distribution to its shareholders.

### **B) Financial incentive based on the number of TOKENS not converted into shares**

If you do not have enough FURAHAA TOKENS to convert them into shares or if you do not wish to become shareholders of SAS FURAHAA GROUP, you can still be eligible for a financial incentive under the following conditions:

- Dividends will be prioritarily distributed to shareholders;
- The basis for the financial incentive that you may receive will consist of the annual net profit after tax and after distribution of dividends to shareholders;
- The amount allocated to you will be proportional to the number of TOKENS held.

### **C) Formalities**

In addition to the share transfer agreement, various formalities must be completed. As a company, we commit to fulfilling all the necessary formalities to make the share transfer effective and ensure a smooth transition for TOKEN holders to shareholder status, while protecting their rights. This includes the following actions:



- Declaration to the tax authorities: We will handle the declaration of the share transfer to the tax authorities and settle the corresponding taxes in accordance with the applicable tax regulations, ensuring transparency and tax compliance for our shareholders.
- Enforceability of the share transfer to the company: We will ensure that the share transfer is enforceable to the company, officially confirming the investor's shareholder status.
- Registration of the new shareholder: We will proceed with the registration of the new shareholder in our internal records, granting them all the rights associated with their shareholder status.

These steps are essential to guarantee legal security and the protection of shareholders' rights. By completing these formalities, we ensure that your transition to shareholder status is recognized, respected, and compliant with all applicable legal obligations. Please note that specific timelines and procedures may vary due to administrative circumstances beyond our control.

## **D) Personal Data**

As an investor wishing to become a shareholder of FURAHAA GROUP, we inform you that to finalize the operation and comply with legal obligations, we need to collect and process certain personal data about you. Your agreement to provide this data is essential to continue the process and is manifested by the signing of the share transfer agreement. In accordance with the European Union's General Data Protection Regulation (GDPR), we commit to respect the limits set for the collection, processing, and use of your personal data.

This information will be treated confidentially and used solely for purposes related to obtaining your shareholder status and managing our relationship with you.



The personal data we may ask you to provide may include, but is not limited to, your full name, address, email address, phone number, and any other information necessary for shareholder registration in accordance with applicable regulations.

We assure you that this data will be processed in compliance with GDPR regulations. Please note that you have the right to access your personal data, correct it if necessary, request its deletion, and object to its further use. To exercise these rights or if you have any additional questions regarding the collection and processing of your personal data, please contact us using the contact details provided in the official communications.

We appreciate your understanding and cooperation regarding this legal requirement. Your contribution and commitment as a shareholder are essential to our mutual success.

### **E) Communication and General Meeting Notices**

Once the share transfer agreement is signed, formalities are completed, and contact information is provided, the investor will be officially registered as a shareholder of our company. From that moment on, the investor will be able to exercise their voting rights at general meetings and benefit from dividend distributions in accordance with decisions collectively made by the shareholders.

We encourage you to regularly check your email inbox to ensure you don't miss any important instructions and information regarding your registration and your life as a shareholder.



## VIII. FINANCIAL AND POLITICAL RIGHTS

The FURAHAA TOKENS enable you to become shareholders of the company under the conditions outlined in Section VI of this WHITEPAPER.

### A) Ownership of financial rights

Similarly to the founding shareholders of the Company, holding FURAHAA TOKENS entitles you to receive dividends of the company if your number of FURAHAA TOKENS allows you to become a shareholder, as explained in Section VI of this WHITEPAPER. 10% of the financial rights will be held by TOKEN holders in the event of the total sale of 9,989,360 FURAHAA TOKENS. Therefore, here are examples of correspondences between the number of FURAHAA TOKENS held and the financial rights held (in percentage):

- 10,000 TOKENS  $\approx$  0.01% of the net profit after tax
- 50,000 TOKENS  $\approx$  0.05% of the net profit after tax
- 100,000 TOKENS  $\approx$  0.1% of the net profit after tax
- 500,000 TOKENS  $\approx$  0.5% of the net profit after tax
- 1,000,000 TOKENS  $\approx$  1% of the net profit after tax

The terms of distribution of the financial interest are as follows:

- Distribution in FIAT or CRYPTOCURRENCIES (USDT)
- Distribution to the electronic wallet holding FURAHAA TOKENS (if distribution in Cryptocurrencies) ;
- Annual distribution after the payment of corporate taxes by FURAHAA GROUP



- Distribution based on the same right held by founding shareholders (founding shareholders do not receive dividends in priority over FURAHAA TOKEN holders).

## **B) Ownership of voting rights**

Similarly, each voting right of a shareholder who has acquired such shares through the conversion of FURAHAA TOKENS is counted as one vote, while each voting right held by a founding shareholder carries double voting power.

Each FURAHAA TOKEN holder possesses a number of votes that varies depending on the number of TOKENS held. With a total of 10,000,000 FURAHAA TOKENS available, here is an example of the number of votes held based on the number of FURAHAA TOKENS held:

- 10,000 TOKENS  $\approx$  0.005% of the total number of votes of the company
- 50,000 TOKENS  $\approx$  0.025% of the total number of votes of the company
- 100,000 TOKENS  $\approx$  0.05% of the total number of votes of the company
- 500,000 TOKENS  $\approx$  0.25% of the total number of votes of the company
- 1,000,000 TOKENS  $\approx$  0.5% of the total number of votes of the company

The details of exercising your shareholder status will be provided at the time of your purchase of FURAHAA TOKENS.

## **C) Benefit from discounts on FURAHAA menus**

Holding at least 5,000 FURAHAA TOKENS will entitle you to a 10% discount on any order.



## IX. Distribution of share capital

The share capital of FURAHAA GROUP is currently distributed and intended to be distributed as follows :

	Before Love Money	After Love Money	After STO
<b>Président</b>	71,28%	70,28%	61,28%
<b>Shareholders</b>	28,72%	28,72%	28,72%
<b>Investors LOVE MONEY</b>	N/A	1%	1%*
<b>Investors STO</b>	N/A	N/A	9%*

\* Entry into the company's capital remains subject to a sufficient number of TOKENS, as detailed in Section VII. A) of this WHITEPAPER.



## **X. Development Goals**

We are excited to share with you our ambitious goals for the future, which will be achieved through this STO. A portion of these funds will be allocated to launching our franchise model next year.

This strategic expansion will allow us to replicate our successful restaurant concept in new regions and capture a larger market.

We are actively working on establishing an attractive franchise program, providing passionate entrepreneurs with the opportunity to join the FURAHAA GROUP family and benefit from our expertise and support.

This franchise development will open new growth prospects and strengthen our position as a recognized brand nationally and internationally.

Furthermore, we plan to use the funds to finance the renovation of our flagship restaurant, which will be an iconic venue reflecting our identity and commitment to an exceptional culinary experience.

These renovations will include architectural enhancements, creating captivating interior design, acquiring high-quality furniture, and establishing a welcoming and friendly ambiance.

Our goal is to create a space where our customers feel transported to a unique gastronomic universe, combining elegance and exquisite flavors.

Additionally, we intend to accelerate our investments in the PlantB2B sector, which focuses on the distribution of our plant-based diet products in France.



With our expertise and passion for sustainable food choices, we have developed a range of high-quality plant-based diet products that meet the expectations of health-conscious consumers and environmentally conscious individuals.

The injection of additional funds will enable us to strengthen our presence in the plant-based diet product market, expand our geographic reach, and increase our market share.

In summary, these goals represent our vision for medium-term growth and expansion. We are aware of the challenges that may arise during the realization of these projects, but we are determined to achieve them with your support and the trust you place in us as investors.

We will keep you regularly informed of the progress made in achieving these goals. Your involvement and support are of paramount importance to our success, and we look forward to sharing our journey with you.

We would like to remind you that these goals are subject to market fluctuations, applicable regulations, and other external factors that may impact their realization. However, we remain confident in our ability to overcome these challenges and successfully achieve these objectives.

Thank you for your trust and ongoing support. Together, we can accomplish great things and build a prosperous future for Furahaa Group.



## **XI. TERMS OF SALE**

### **1. Introductory remarks**

These Terms of Sale ("Terms") set forth the terms and conditions applicable to SECURITY TOKENS (or FURAHAA TOKENS) issued by FURAHAA GROUP, whether through one or more websites, mobile applications, or other platforms operated by FURAHAA GROUP. By acquiring, accepting, using, or transferring any SECURITY TOKEN issued by FURAHAA GROUP, or by using any digital content issued by FURAHAA GROUP for any purpose, you agree to be bound by these terms.

These terms are entered into between you and FURAHAA GROUP. These terms do not incorporate any other document such as our privacy policy. These terms apply to your purchases of SECURITY TOKENS on the FURAHAA GROUP Website (<https://www.furahaa.com/>), and any other location that may be communicated by FURAHAA GROUP or one of its partners.

These terms apply to the sale of SECURITY TOKENS issued by FURAHAA GROUP under the name "FURAHAA TOKENS." These TOKENS are deployed on the ETHEREUM BLOCKCHAIN. Their pricing is as follows:

Round 1: €0.20 (2,000,000 FURAHAA TOKENS available) / Public sale opening: September 13, 2023 ;

Round 2: €0.30 (2,000,000 FURAHAA TOKENS available). Public sale opening: TBA

The conversion of these prices to ETH will be done in real time.

### **2. Reading and acceptance of the conditions**

Please read these terms carefully as they set out your rights and responsibilities



All FURAHAA GROUP TOKENS are stored and accessible via the ETHEREUM BLOCKCHAIN. As such, FURAHAA GROUP has no control over the transfer, storage, ownership or maintenance of TOKENS.

By agreeing to these Terms, you hereby certify that you are at least 18 years of age or the applicable age of majority in your country or state of residence. If you do not agree to these Terms, you should not purchase FURAHAA GROUP TOKENS and benefit from its services.

We reserve the right to change or modify these Terms at any time and at our sole discretion. You agree and understand that by accessing or using FURAHAA GROUP services or purchasing FURAHAA GROUP products following any changes to these Terms, you agree to the revised Terms and all terms incorporated by reference therein.

Read the Terms each time you want to use FURAHAA GROUP services or purchase FURAHAA GROUP products to ensure that you understand how the Terms apply to your business.

### **3. Identity verifications and personal data**

You agree to allow us to comply with European and French compliance regulations, including:

- Regulation (EU) 2017/1939 of October 12, 2017;
- Directive (EU) 2017/1371 of July 5, 2017;
- Treaty on the Functioning of the European Union;
- Treaty on European Union;
- Law "Sapin II" No. 2016-1691 of December 9, 2016.

You agree to provide us with the information we request (which we may request at any time deemed necessary) for the purposes of identity verification and combating money laundering and the financing of terrorism or any other offense or crime. You permit us to keep a record of this information.



In accordance with Regulation (EU) 2017/1939 of October 12, 2017, you agree that FURAHAA GROUP may process various types of personal data for the purposes of identity verification, as well as to facilitate the smooth conduct of TOKENS sale, the implementation of benefits (financial and policy rights, and discounts on FURAHAA menus), and generally the smooth operation of FURAHAA GROUP's overall activities.

#### **4. Proprietary Rights and Intellectual Property Rights**

The rights holders retain all rights, titles, and interests in the content of their works and products, as well as any copyright or other intellectual property rights in their works. You do not have, and will not have, any right, title, or interest in or to any content. Without limiting the foregoing, the content may include trade names, trademarks, logos, names, images, videos, animated images, games. Any use of this intellectual property, including any value generated by such use, shall accrue to the benefit of FURAHAA GROUP.

#### **5. Future productions**

You understand that FURAHAA GROUP will continue to modify and develop any related content.

On your behalf and on behalf of your heirs, successors and assigns, you irrevocably and perpetually agree not to file or assert in any court or other jurisdiction or governmental authority any claim, demand, counterclaim, action, suit or other proceeding alleging direct or indirect infringement or misappropriation of any copyright or other intellectual property right.

The fact that FURAHAA GROUP continues to modify and develop any related content does not affect the rules of ownership and intellectual property rights set out in these terms.

#### **6. Legal nature of TOKENS issued by FURAHAA GROUP**

The creation and sale of TOKENS by FURAHAA GROUP constitutes a Security TOKEN Offering (STO) within the meaning of Regulation (EU) 2017/1129 of the



European Parliament and of the Council of June 14, 2017 concerning the prospectus to be published in the event of a public offer transferable securities or with a view to the admission of transferable securities to trading on a regulated market. As an offer of less than 8 million euros, a summary information document has been provided to the Autorité des Marchés Financiers (AMF).

The TOKENS issued by FURAHAA GROUP are transferable securities within the meaning of Article 4 point 44 of Directive 2014/65/EU of May 15, 2014 on markets in financial instruments (known as “MiFID 2 Directive”). Since the FURAHAA TOKENS acquired within the framework of the STO do not make it possible to become shareholders, they must be assimilated to bonds.

## **7. Infrastructure and third-party services**

You agree that FURAHAA GROUP shall have no liability or obligation, and you hereby waive any claims, arising from or in connection with:

- Any Blockchain or associated technology,
- Any digital wallet, digital wallet technology such as Metamask, any similar technology, or related service,
- Any transaction error, transaction blockage, or any other form of transaction issue not attributable to FURAHAA GROUP,
- The transfer or loss of any TOKEN or the inability to demonstrate ownership or control of any TOKEN,
- Any marketplace or other platform to purchase, sell, or transfer any TOKEN,
- Any platform or service provided by a third party or any technology related thereto,
- Any Modified Content or Additional Benefit provided by a third party, or any terms or conditions applicable to such Modified Content or Additional Benefit,
- Any computer, server, network device, or other hardware, or any Internet service provider or other telecommunications service or equipment,
- Any other service, equipment, technology, or data transfer infrastructure not owned and controlled by FURAHAA GROUP.



## 8. Disclaimer

You agree to indemnify and hold harmless FURAHAA GROUP and its affiliates from any claims, demands, liabilities, damages, penalties, fines, taxes, costs, and expenses arising from or in connection with:

- Any violation of these Terms or unauthorized use of any Related Content,
- Your ownership or transfer of any TOKEN, or
- Exercise of any licensing rights hereunder by you.

You agree that under no circumstances shall FURAHAA GROUP be liable for any indirect, incidental, consequential, or special damages of any kind, or any punitive or similar damages.

## 9. Taxes.

FURAHAA GROUP is not obligated to inform or advise you regarding direct and indirect taxes (Taxes) that may apply to transactions related to TOKENS issued and sold by FURAHAA GROUP, whether such transactions take place on the FURAHAA GROUP website, or on any other platform created or partially or fully managed by FURAHAA GROUP or any of its partners or service providers.

You agree that you are solely responsible for determining the applicable Taxes, if any, that apply to your transactions, as well as for reporting and remitting the correct amounts of Taxes to the relevant tax authorities. Unless otherwise stated on an applicable invoice, the amounts due on this site are inclusive of all taxes.

## 10. Gas Fees

You understand the implications of Gas Fees when trading TOKENS and accept responsibility for them. You cannot hold us or any party associated with us (including



developers, auditors, contractors, or founders) accountable for any issues related to Gas Fees. This includes risks associated with purchasing TOKENS issued by FURAHAA GROUP. In the event that TOKENS are quickly sold and/or if you delay in confirming your intention to purchase TOKENS, it is possible that all TOKENS may have been sold by the time you finally confirm your transaction. In such a case, you may end up paying gas fees without receiving any TOKENS. You agree that FURAHAA GROUP cannot be held responsible for your loss of cryptocurrencies in this situation.

## 11. Risks

Please note the following risks when accessing, purchasing, selling, or using the TOKENS: the price and liquidity of Blockchain assets are extremely volatile and may experience significant fluctuations.

Price fluctuations of other digital assets could significantly and adversely affect the TOKENS issued by FURAHAA GROUP, which may also be subject to significant price volatility. Legislative and regulatory interventions at the French, European Union, international, or applicable national law levels may have a negative impact on the use, transfer, exchange, and value of TOKENS issued by FURAHAA GROUP, as well as on the benefits intended to be conferred by their possession.

FURAHAA TOKENS do not have legal tender and are not approved by any government. TOKEN transactions can be irreversible, and therefore, losses due to fraudulent or accidental transactions may not be recoverable. Certain transactions in TOKENS are deemed to have occurred when recorded on a public ledger (such as Etherscan), which may not necessarily be the date or time at which you initiated the transaction. The value of TOKENS may be derived from the ongoing willingness of market participants to exchange fiat currency or digital assets, which can result in a permanent and total loss of value for a TOKEN.

You agree and understand that you are solely responsible for determining the nature, potential value of TOKENS, and the relevance of the associated risks, and we do not



provide advice or recommendations regarding the TOKENS we issue, including the appropriateness of any investment strategies. These warnings do not provide an exhaustive list of risks related to TOKENS and digital objects and assets in general. You agree and understand that we will not be liable for communication failures, disruptions, errors, distortions, or delays that you may encounter when using the TOKENS, regardless of the cause.

## **12. Security**

Unless expressly stated otherwise, the site and all content contained therein, as well as all FURAHAA GROUP TOKENS listed on the site, are provided "as is" and "as available" without any warranty of any kind, express or implied. FURAHAA GROUP (and its suppliers) do not warrant that the site will meet your requirements: be available uninterrupted, timely, secure, or error-free; or be accurate, reliable, complete, legal, or safe.

We will not be liable for any loss of any kind resulting from any action taken or not taken based on the material or information contained on the site. FURAHAA GROUP does not warrant or represent that the content on the site is accurate, complete, reliable, up-to-date, or error-free.

FURAHAA GROUP cannot and does not warrant or guarantee that the site, the content of the site, FURAHAA GROUP TOKENS listed on our site, or our servers are free from viruses or other harmful components. FURAHAA GROUP cannot guarantee the security of the data you disclose online. You accept the inherent security risks in providing information and conducting online transactions over the Internet and will not hold us responsible for any security breaches unless they result from our gross negligence.

FURAHAA GROUP will not be liable to you for any losses, damages, or claims resulting from:



- User error such as forgotten passwords, improperly constructed transactions, or mis-typed addresses.
- Server failure or data loss.
- Corrupted wallet files.
- Unauthorized access to applications.
- Any unauthorized third-party activity, including but not limited to the use of viruses, phishing, brute force attacks, or other means of attacking the site or FURAHAA GROUP.

FURAHAA GROUP TOKENS are digital assets. They only exist based on the ownership record maintained on the Ethereum network. Any transfer of ownership that may occur in a unique digital asset happens on the decentralized ledger of the Ethereum platform.

FURAHAA GROUP is not responsible for losses incurred due to vulnerabilities or any type of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other functionality of FURAHAA GROUP TOKENS. FURAHAA GROUP is not responsible for losses due to any issues with the blockchain supporting FURAHAA GROUP TOKENS, including forks, technical node issues, or any other problem resulting in fund losses.

FURAHAA GROUP is not responsible for losses incurred due to malicious external actions such as hacking, bugs, viruses, etc.

### **13. Refund**

The purchase of FURAHAA GROUP TOKENS is non-refundable.

### **14. Severability**



If any term, clause, or provision of these Terms is deemed invalid or unenforceable, then that term, clause, or provision will be severed from these Terms and will not affect the validity or enforceability of the remaining portions of that term, clause, or provision, or any other term, clause, or provision of these Terms.

### **15. Additional Terms**

These terms are supplemented by the WHITEPAPER presented by FURAHAA GROUP as part of the STO related to FURAHAA TOKENS. Unless otherwise provided in these Terms, these Terms are intended solely for the benefit of the parties and are not intended to confer rights upon third parties.

### **16. Applicable Law**

These Terms will be interpreted in accordance with the applicable laws of France.

### **17. Your Representations and Warranties**

You agree, represent, and warrant that:

- You are eligible, under the applicable law, to accept these Terms and any related obligations, including but not limited to meeting any age requirements for legal capacity. If you have any limitations or restrictions, you must not accept these Terms and therefore should not purchase the TOKENS issued by FURAHAA GROUP.
- You are legally authorized to purchase, hold, participate, sell, and/or otherwise use (collectively "trade") TOKENS in your jurisdiction and any other relevant jurisdiction, and you must not trade TOKENS if such use is prohibited under the applicable law in your jurisdiction.



- You are not, under the applicable law of your jurisdiction, engaging in a regulated investment or engaging in a regulated activity when trading TOKENS.
- You have the experience, knowledge, and understanding necessary to trade crypto-assets, TOKENS, and Blockchain applications in general, including but not limited to sufficient understanding of their risks, functionalities, use, storage, transmission mechanisms, and associated complexities, to competently accept these Terms.
- You are aware of all risks and potential restrictions associated with TOKENS, crypto-assets, and Blockchain applications, and you know how to manage these digital technologies.
- You have not received any advice from us regarding the trading of TOKENS. You are solely responsible for all assessments, decisions, and actions you make concerning TOKENS, digital assets, and/or Blockchain-based systems.
- You will provide us with all information, documents, or copies of documents that we may require.
- All information you provide to us, and have provided to us, is accurate and not misleading, and you will provide us with any additional information that we may reasonably require to fulfill our legal, regulatory, and contractual obligations, including but not limited to any obligations related to anti-money laundering and counter-terrorism financing, and you will promptly inform us of any changes to the information provided to us.
- You assume full responsibility for the risks associated with the receipt and holding of TOKENS.
- You will not trade TOKENS for illegal purposes and will not use TOKENS for illegal purposes.
- The funds used to trade TOKENS do not originate from illegal or unethical sources.



- You waive any right you may have to participate in a class action or collective arbitration against us, or against any entity within the same group of companies as us, and/or any person involved with us, in connection with the creation, issuance, distribution, acceptance, and use of the TOKENS.
- You understand that each TOKEN confers only the rights explicitly disclosed to you in relation to that TOKEN and does not confer any other rights of any kind.

### **18. Billing Request**

As a buyer of a TOKEN issued by FURAHAA GROUP, you have the right to request an invoice from us in the name of an individual or a legal entity.

You must contact FURAHAA GROUP via email ([invest@furahaa.com](mailto:invest@furahaa.com)) and provide the following supporting documents:

- Wallet ID
- Transaction number (on Etherscan)
- ID of the purchased TOKEN (on Etherscan)
- Video capture of your wallet showing the above elements as clearly as possible
- We reserve the right to ask you to complete a KYC (Know Your Customer) form

These conditions may be modified from time to time, so please check them frequently.

