



Noosphere

TOKEN
SALE

TERMS & CONDITIONS



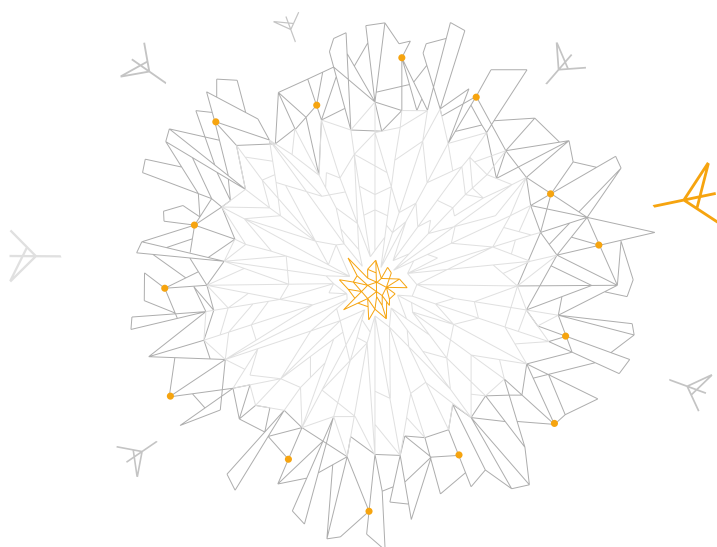
TERMS AND CONDITIONS OF TOKEN SALE AND USAGE

PLEASE READ THESE TERMS OF TOKEN SALE AND USAGE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS (AS DEFINED HEREIN), DO NOT PURCHASE (WHETHER THROUGH AN INTERMEDIARY OR OTHERWISE) OR CONTINUE TO HOLD OR USE NZT (AS DEFINED BELOW).

THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, AND ARE NOT AN OFFER TO SELL, NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION.

You are strongly encouraged to read the entire Whitepaper and familiarise yourself with all the information set out below, particularly in the section entitled "Risks and Disclaimers". Please seek independent advice from your professional advisors, including lawyers, tax accountants and financial advisors, if you have any issues, uncertainties or doubts as to any of the matters presented in the Whitepaper and this document.

By accessing the Noosphere's Website, purchasing NZT (whether through an intermediary or otherwise), or continuing to hold or use NZT, you agree to be bound by these Terms. Before agreeing to the Terms, you must read this document in full.





1 TOKEN SALE

Token Emission: 23,000,000

Hard Cap: _____ ETH

Token Name=NZT

Token price 1 NZT= _____ Eth

TOKEN DISTRIBUTION

Token Sale	32%
Foundation	29%
Advisors / Contributors (lockup 12 months)	6%
Pool validation nodes	26%
Team tokens (lockup 12 months)	7%

1.1 Whitelisting Lottery Overview



Whitelisting is a process in which you provide information about yourself to be included in a "Whitelist." Whitelisting will allow you to participate in Noosphere's Token Sale.

Whitelisting requires you to submit your personal information, including your residential address, passport copy and selfie. This is important to comply with the relevant Anti-Money Laundering (AML) and Know Your Customer (KYC) regulations to ensure the proceeds to Noosphere are not from criminal activities or sanctioned funds.

Only whitelisted addresses from participants who have passed AML/KYC and have their Ethereum addresses in the Token Sale contract will be able to participate.

Please make sure you are not a resident / citizen of the following countries that are not allowed to participate in the Token sale.

Afghanistan, Australia, Central African Republic, China, Democratic People's Republic of Korea (North Korea), Democratic Republic of the Congo, Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Japan, Korea, Lebanon, Libya, Myanmar, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tunisia, United States, Vanuatu, Yemen, Zimbabwe.

This list of countries is not exhaustive.

1.2 The lottery process in detail



Anyone may use the registration form on the Noosphere website to apply for participation in Whitelisting Lottery to be held in two rounds. Important: the number of participants in WhiteList Lottery is limited to 25,000 persons.

1 round: WhiteList Lottery (personal cap: min 2 ETH- max 5 ETH) +5% (lockup bonus 4m)

2,000 ETH addresses will be selected at random among the registered participants eligible for priority inclusion in the WhiteList. Subject to successful KYC qualification, each participant in the 1st round will have the right to purchase NZT tokens worth minimum 2 Eth and maximum 5 Eth, and also receive a bonus equal to 5% of the amount of purchase.

2 round: Main Sale (personal cap 0.4 eth, no bonus!)

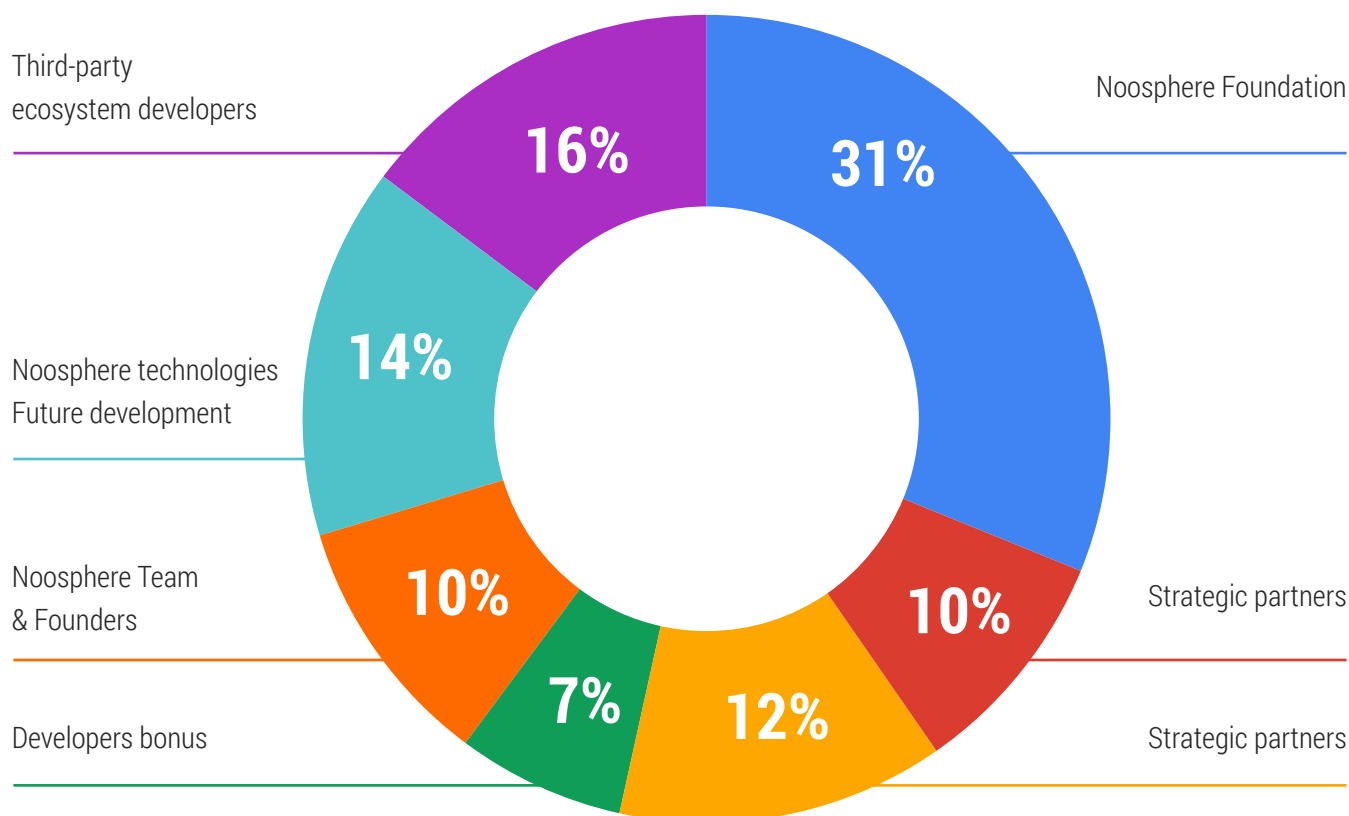
The remaining 23,000 persons from the Whitelist will get into the 2nd round. Subject to successful KYC qualification, each participant in the 2nd round will have the right to purchase NZT tokens worth maximum 0.4 Eth.



2 TOKEN DISTRIBUTION

FUNDS DISTRIBUTION

Noosphere Foundation	31%	100%
Strategic partners	10%	
Accelerated program	12%	
Developers bonus	7%	4
Noosphere Team & Founders	10%	
Noosphere technologies Future development	14%	4
Third-party ecosystem developers	16%	



3 PURPOSE AND USAGE OF TOKEN

NZT is a cryptographic utility token.

The purpose of NZT is ensuring a convenient and safe mode of payments and settlements among participants in the Noosphere ecosystem. NZT has been developed as the only mechanism available to users to get access to the Noosphere ecosystem's basic products and services.

NZT is offered for sale as a virtual consumer product and has no functionality or usefulness outside the Noosphere ecosystem.

NZT is an integral and indispensable part of the Noosphere platform because in the absence of NZT, there would be no common unit of exchange for goods and services or any economic incentive to motivate users to contribute.

You understand and accept that:

- NZT is not for speculative investment;
- NZT is not any form of commercial paper or negotiable instrument;
- NZT is not any form of a financial derivative;
- NZT may only be utilised on the Noosphere, is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation by any Group Entity;
- NZT does not provide you with any ownership or other interest in any Group Entity;
- NZT does not represent or confer on you any ownership right, shareholding, participation, right, title, or interest of any form with respect to any Group Entity or any other company, enterprise or undertaking, or any of their revenues or assets, including without limitation any right to receive future revenue, dividends, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the Noosphere, any Group Entity and/or any service provider of any Group Entity.



3 RISKS AND DISCLAIMERS

Your purchase of NZT is final and may not be annulled or canceled, and you waive any rights of reimbursement of any amount paid in exchange for NZT.

In the event of loss of access, theft or any other actions leading to denial of use of your private key, Noosphere is not obligated to offer you any replacement or compensation.

The merchant reserves the right to reject or cancel any application(s) for purchase of NZT at any time at his discretion without giving a reason.

Recognition and disclosure of risks

You recognize and are aware of the fact that there are a lot of risks associated both with the purchase of NZT tokens and the use thereof inside the Noosphere ecosystem.

RECOGNITION AND DISCLOSURE OF RISKS

You recognize and are aware of the fact that there are a lot of risks associated both with the purchase of NZT tokens and the use thereof inside the Noosphere ecosystem.

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN AND VIRTUAL CURRENCIES / TOKENS, INCLUDING WITHOUT LIMITATION ETHEREUM, BITCOIN, NEO AND NZT, ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF ANY GROUP ENTITY. IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION. BY PURCHASING (WHETHER THROUGH AN INTERMEDIARY OR OTHERWISE), HOLDING AND/OR USING NZT, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

1. Risk of Unfavorable Regulatory Action in One or More Jurisdictions

The legal status of NZT and blockchain entries is uncertain and undefined in many jurisdictions. It is impossible to predict actions of governmental control authorities or enactment of any legislation with regard to cryptocurrencies and the use of the blockchain technology.

The Tokens could be deemed from time to time as a virtual commodity, a digital asset or even as money, securities or currency in various jurisdictions and therefore could be prohibited from being sold, purchased, traded, distributed or held in certain jurisdictions pursuant to local regulations.

Regulations may negatively affect NZT and/or the Noosphere ecosystem. There is no guarantee whatsoever that Noosphere can at any particular time maintain any specific legal or regulatory status in any particular jurisdiction. The Company may at any time cease operations in a jurisdiction if its laws declare the activities of Noosphere illegal or undesirable in such jurisdiction.

2. Risks associated with the platform development and the blockchain technology

Considering that the Noosphere platform is based on the blockchain technology, it should be understood that the future may witness the identification of previously unknown risks of system failures and vulnerability of cryptographic algorithms. Unknown risks for the Noosphere platform and NZT may also stem from the quantum technologies development and emerging cryptographic innovations.

At present, the Noosphere platform is under development, and its management structure, consensus mechanism, algorithm, code, design and other technical parameters may undergo material changes without prior notice. In this connection any expectations with regard to the Noosphere platform and its tokens may fail to come true due to a number of reasons, including modifications in the design plans and functional restrictions of the technology.

3. Risk of Theft and Hacking

Hackers or organizations may try to interfere with the operations of the Noosphere platform using various DDos attacks, Sybil attacks or other malicious actions.

Intruders may attempt to steal NZT tokens thus affecting further financing and maintenance of the Noosphere platform.

By purchasing NZT tokens you assume full responsibility for taking measures to ensure safety of your digital wallet used for receipt and storage of NZT, including any passwords, private keys and other account details. If your password and/or private key are lost, you may lose access to your NZT. You and you alone are responsible for the safety of your access details, and nobody is able to restore them or reimburse you for any damage.

4. Risk of Abandonment or Failure

Due to the technically challenging nature of designing the Noosphere platform, its developers may encounter unforeseen difficulties they aren't able to overcome at this juncture. Accordingly, the Noosphere platform's development may proceed at a slower pace or be abandoned entirely.

5. Potential risk of accumulated token ownership

After completion of the Token Sale an indefinite group of persons may directly or indirectly hold a major part of all immediately available NZT tokens. These persons may exert a significant impact on the Noosphere platform operations. In addition, these persons acting independently or in collusion are not obligated to take decisions in the interests of other NZT token holders or the Noosphere community in general.

6. Risk of confidentiality and data saving

Within the framework of Token Sale and subsequent verification processes the Company may collect personal data from Purchasers. All collected data will be used for the purposes of token sale and the Noosphere community management and may be disclosed to contractors, service providers and advisors throughout the world in conformity with the Company's purpose.

The Company may need considerable financial resources for dealing with problems associated with any violations or losses, penalties or inquiries from regulatory or governmental authorities. Also, any information incidents or losses act to the detriment of the Company's goodwill and thus may cripple its long-term prospects.



FRAUD NOTICE

Noosphere WILL NEVER POST AN ETH ADDRESS ANYWHERE ELSE. TELEGRAM ADMINS, EMAILS, OR OTHER MESSAGES PURPORTING TO SHOW THE TOKEN SALE CONTRACT ARE NOT TO BE TRUSTED.

Please only refer to the following channels:



Noosphere.net



Telegram



Twitter

