

MANO Token Sale Agreement

This Token Sale Agreement (the “**Agreement**”) is an agreement between

- (1) you or the legal entity that you represent (“**Buyer**”) and
- (2) **Nomidman OÜ** (registry code: [14545364; address: Harju maakond, Tallinn, Kesklinna linnaosa, Parda tn 4, 10151) registered under the laws of Estonia (“**Company**”).

Buyer and Company, individually herein referred to as a “**Party**” and collectively as the “**Parties**”, have agreed on the following:

1. DEFINITIONS

- 1.1. The Agreement terms that are written in the upper case first letter hereinafter is used in the following meanings unless the context indicates a different meaning:
 - 1.1.1. **Nomidman Platform or Platform** means the decentralized online marketplace for e-commerce described in the White Paper and to be developed and deployed by the Company, available at Nomidman.io.
 - 1.1.2. **MANO Token or Token** is the trading token of Nomidman Platform and the token issued during the ICO, which grants the right to receive a larger revenue from the Platform depending on the work contributed, according to the White Paper.
 - 1.1.3. **Token Sale** is the procedure of issuing MANO Tokens to Buyer in the meaning of Article 3 of the Agreement.
 - 1.1.4. **White Paper** means the document describing, in detail, the Nomidman Platform and MANO Token, as well as other issues related thereto and associated therewith. The latest version is available at Nomidman.io. The White Paper is an annex to the Agreement.
 - 1.1.5. **Nomidman Communication Channels** means the Token Sale website (Nomidman.io) and/or other communication platform in which all token holders have obligation to access.
 - 1.1.6. **Dispute** means any dispute, controversy or claim based on, arising out of, relating to or in connection with the Agreement, including with respect to the formation, applicability, breach, violation, termination, validity or enforceability hereof.
 - 1.1.7. **Governmental Authority** means any applicable federal, state, provincial, territorial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, ministry, agency or instrumentality, court or tribunal, in each case having jurisdiction with respect to a particular matter.
 - 1.1.8. **Operators** are the agents that provide some Platform services, including but not limited to: translation, Recruiters of new users, shipping agents and dispute managers are not the Platform users.
 - 1.1.9. **Vendors** are the platform users that offer the sale of digital and physical assets and the provision of services.

2. ENTERING INTO THE AGREEMENT AND TERMS OF USE. WHITE PAPER. LEGAL STATUS OF TOKENS

- 2.1. Buyer agrees to purchase, and Company agrees to sell the Tokens on the terms and conditions set forth in the Agreement. Buyer fully acknowledges, understands and agrees that it is subject to and bound by the Agreement by virtue of Buyer's purchase of Tokens.
- 2.2. Company has the right to amend the White Paper at its sole discretion. Company shall publish a notice of any changes to the White Paper and it is Buyer's responsibility to regularly check the Nomidman communication channels for any such notices. In case of any conflicts between provisions of the White Paper and the Agreement, the Agreement shall prevail.
- 2.3. MANO Tokens provide the Operator with the right to receive a larger revenue from the Platform based on work contributed and for Vendors to have more visibility in search results as it is described in the White Paper and herein.
- 2.4. MANO Tokens may be tradable outside Nomidman platform on exchange, however, Nomidman has not established agreements with third party exchange as of the date of this agreement
- 2.5. MANO Tokens has a lockup period of 6 months after the date of completion of the ICO final public sale; MANO Token Bonus on the other hand has a lockup period of 12 months; MANO Tokens held by Directors & Founders have a lockup period of 18 months. These lockup periods are designed to preserve the value of MANO and avoid fraudulent trading activities like pump and dump, or any other attempts of trading manipulations.
- 2.6. The MANO Tokens are not a loan, legal tender currency, security, commodity, a swap on a currency or any other kind of financial instrument nor represent neither confer any ownership right or stake, share, or equivalent rights, or any right to receive shares, dividends or participate in the governance, management, intellectual property rights or any other form of participation in the Company.
- 2.7. Buyer consents that purchases of the Tokens are non-refundable and cannot be cancelled or withdrawn. Buyer acknowledges the risk of losing any or all the Tokens. Company does not have any obligation to recover any MANO Token. Purchases of MANO Tokens are non-refundable. Buyer may lose all paid amounts.
- 2.8. Company may decide to amend the intended functionality of the Tokens to ensure compliance with any legal or regulatory requirements the Tokens are subject to. Company shall publish a notice of any changes to the functionality of the Tokens and it is Buyer's responsibility to regularly check the Nomidman communication channels for any such notices.

3. TOKEN SALE PROCEDURE

- 3.1. The substantial information about the procedures and material specifications of the Token Sale are provided in the White Paper and on the Nomidman.io, including details regarding the timing, pricing of the Token Sale, the number of Tokens purchased and the wallet address. By making the payment for the Tokens, Buyer acknowledges that Buyer has no objection to these procedures and material specifications.
- 3.2. Buyer's purchase of the Tokens from Company during the Token Sale period is final, and there are no refunds or cancellations possible, except the refund of Buyer's crypto funds in case the soft cap of [\$5,000,000] indicated on Nomidman.io is not reached.
- 3.3. Company reserves the right to establish the adequate refund procedure in case the previous exception takes place.
- 3.4. Company reserves the right to reject the offers on acquisition of the Tokens at any time, at Company's sole discretion, including cases when the information provided by Buyer upon any

requests is insufficient, inaccurate or misleading, or Buyer has not complied with any of the requirements of the Nomidman Platform.

- 3.5. Company reserves the right to conduct a KYC ("Know Your Customer) and/or AML ("Anti-Money Laundering") checks of Buyer if deemed necessary or it becomes required by the applicable laws. Upon Company's request, Buyer shall immediately provide to Company information and documents that Company, in its sole discretion, considers necessary or appropriate to conduct KYC and/or AML checks.
- 3.6. At any time prior to the end of the Token Sale, Company may, at its own discretion, either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abortion of Token Sale shall be deemed to commence from the moment that Company publishes a notice to that effect on the Nomidman.io.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants, understands and agrees without any reservation that:

- 4.1. Buyer has all required powers and authority to execute, deliver, carry out and perform its obligations under the Agreement, including but not limited to making payments and purchase MANO Tokens within the process of Token Sale.
- 4.2. Buyer has read the Agreement and the White Paper carefully and in their entirety. Buyer shall not buy MANO Tokens if any of the risks provided in the Agreement or in the White Paper are unacceptable.
- 4.3. Buyer cannot hold any claims against Company for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale and purchase of MANO Tokens, including losses associated with the risks set forth in the Agreement.
- 4.4. Holding Tokens derived from the Token Sale carries no rights, express or implied, other than the right to stake MANO Tokens as means to increase the personal income from the platform in the case of Operators or to have more visibility in the search results in the platform for Vendors.
- 4.5. Tokens do not represent any ownership right, share or security or equivalent rights, or any right to receive future revenue, shares, dividends or participate in Company management. MANO Tokens do not grant its holder any intellectual property rights or any other form of participation in, or relating to, the Company. MANO Tokens are not security, commodity or any other kind of financial instrument.
- 4.6. Buyer has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, blockchain technology and smart contracts. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the Agreement and to assess the risks and implications of purchasing the Tokens.
- 4.7. Company is not responsible for lost MANO Tokens or virtual currencies resulting from actions taken by or omitted by Buyer. Buyer acknowledges and assumes the risks associated, including but not limited to: (i) loss of Buyer's login data to the Platform account and loss of private keys of wallet storing MANO Tokens, (ii) incorrect functioning of Blockchain or Ethereum platform, (iii) cyberattacks and unanticipated regulatory changes by Governmental Authorities.
- 4.8. The blockchain used for the Token smart contracts which create the Tokens is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the token smart

- contract, expected proper execution and sequencing of the Token transactions, and expected proper execution and sequencing of contract computations;
- 4.9. Buyer is of sufficient legal age and capacity to purchase the Tokens. In case of a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.
 - 4.10. The Tokens will not be offered or distributed to, as well as they will not be resold or otherwise alienated by their holders to the following persons:
 - 4.10.1. citizens of, natural and legal persons or persons acting on their behalf, having their habitual residence, location or their seat of incorporation in the United States of America, Puerto Rico, Northern Mariana Islands, Virgin Islands of the United States, American Samoa, or any other possessions of the United States of America; People's Republic of China; and
 - 4.10.2. citizens of, natural and legal persons or persons acting on their behalf, having their habitual residence, location or their seat of incorporation in any country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become prohibited or restricted at any time after the Agreement becomes effective.
 - 4.11. The entering into, and performance of, the Agreement will not result in any violation of, and be in conflict with, or constitute a material default under:
 - 4.11.1. any provision of Buyer's corporation documents;
 - 4.11.2. any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject;
 - 4.11.3. any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound;
 - 4.11.4. any foreign exchange, anti-money laundering or regulatory restrictions applicable to Token Sale;
 - 4.11.5. any laws, regulations or rules applicable to Buyer.
 - 4.12. Buyer undertakes to comply with any applicable tax obligations in Buyer's jurisdiction arising from the Token Sale.
 - 4.13. Buyer undertakes to comply with all applicable anti-money laundering and counter-terrorism financing requirements.
 - 4.14. The execution and delivery of, and performance under, the Agreement require no approval or other action from any Governmental Authority or person other than Buyer.
 - 4.15. There are no actions or investigations, pending or threatened before or by any Governmental Authority against Buyer or any unsatisfied judgment or any open injunction binding upon Buyer which, if determined adversely, could reasonably be expected to have a material adverse effect on the ability of Buyer to enter into, and perform its obligations under, the Agreement. If Buyer is a legal entity, Buyer makes the same representations with respect to its directors (or equivalent) and senior executive officers and its affiliates.
 - 4.16. By signing up at the Nomidman Platform and purchasing MANO Tokens, Buyer acknowledges and accepts all legal and other consequences related to Token purchase, including all potential risks, and releases the Company from any responsibility in case of such risks and damages.
 - 4.17. Buyer has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.
 - 4.18. Buyer understands that the value of the Token over time may experience extreme volatility or depreciate in full.
 - 4.19. Buyer agrees and certifies that the Buyer is acquiring Tokens to be able to increase the personal income and have more visibility in the platform and not for investment or financial purposes.
 - 4.20. The funds, including any digital assets, fiat currency or virtual currency, that Buyer uses to purchase the Tokens, are not derived from or related to any unlawful activities, including but not

limited to money laundering or terrorist financing, and Buyer will not use the Tokens to finance, engage in, or otherwise support any unlawful activities.

- 4.21. Buyer agrees that if Buyer's country of residence or other circumstances change in such a way that any of the representations and warranties specified in the Agreement are no longer accurate, Buyer will immediately cease using the Nomidman Platform.

5. NO COMPANY'S REPRESENTATIONS AND WARRANTIES

- 5.1. Buyer expressly acknowledges, understands and agrees entirely and without any reservation that Buyer is purchasing the Tokens solely at Buyer's own risk and that Tokens are provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind. Buyer's decision to purchase the Tokens and enter into the Agreement shall be made based on Buyer's own knowledge and information disclosed herein and in White Paper. Additionally, Buyer has conducted to its own satisfaction an independent investigation and verification of the Nomidman Platform and MANO Tokens and shall therefore rely solely on its own examination.
- 5.2. Company expressly disclaims all express and implied warranties and representations as to the Tokens, and the Platform. Company does not make any representations or warranties, express or implied, including:
 - 5.3. any warranties or representations of title;
 - 5.4. any warranties or representations of merchantability or fitness for a particular purpose with respect to the Nomidman Platform, the Tokens or their utility, or the ability of anyone to purchase or use the Tokens;
 - 5.5. the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, services and related graphics on the Platform for any purpose.

6. LIMITATION OF LIABILITY

- 6.1. Company is not liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond Company's reasonable control.
- 6.2. In no circumstances the aggregate joint liability of Company, whether in contract, warrant, tort or for damages of any kind arising out of or related to the Agreement will exceed the amount received by Company from Buyer.
- 6.3. Company is not liable for any cryptocurrency exchange rate fluctuation.
- 6.4. Except otherwise provided in the Agreement, Buyer will indemnify, defend, hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including, without limitation, fees and expenses of counsel), incurred by Company arising from or relating to:
 - (a) Token Sale;
 - (b) use of the Tokens;
 - (c) Buyer's responsibilities or obligations under the Agreement;
 - (d) Buyer's breach of the Agreement;
 - (e) any inaccuracy in any representation or warranty of Buyer;
 - (f) Buyer's violation of any rights of any other person or entity; and/or
 - (g) any act or omission of Buyer that is negligent, unlawful or constitutes wilful misconduct.
- 6.5. Company reserves the right to exercise sole control over the defence, at Buyer's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company, including those provided under the Agreement.

- 6.6. Company is not liable for the risks arising from lack of governance rights. Because MANO Tokens confer no governance rights of any kind with respect to the Company and the ownership of the Nomidman Platform, all decisions involving the Nomidman Platform or the Company itself will be made by the Company and the owner of the Nomidman Platform at their sole discretion, including but not limited to, decisions to discontinue the Nomidman Platform, to create and sell more MANO Tokens for use in the Nomidman Platform, or to sell or liquidate the Company. These decisions could adversely affect the Nomidman Platform and the utility of any MANO Tokens Buyer holds.
- 6.7. Company is not liable for risks associated with lack of information. Buyers may not be able to obtain all information it would want regarding the Company, the Tokens, the Platform, or the MANO Token ICO on a timely basis or at all. It is possible that Buyers may not be aware on a timely basis of material adverse changes that have occurred. Information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Buyers may not have accurate or accessible information about the Nomidman Platform.

7. Force Majeure

- 7.1 Buyer understands and agrees that Company shall not be liable in connection with any force majeure event, including labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, strikes, acts or orders of Government Authority, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
- 7.2 If an event of force majeure occurs, the Party injured hereto by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances.

8. TAXES

- 8.1 Buyer must seek her/his own tax advice in connection with purchasing MANO Tokens, which may result in adverse tax consequences, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.
- 8.2 Buyer is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the purchase, ownership, use, sale, transfer or liquidation of the Tokens to the appropriate tax authorities.
- 8.3 Company bears no liability or responsibility with respect to any tax consequences to Buyer arising from the Token Sale.

9 DATA AND PRIVACY

- 9.1 Privacy and personal data clauses are provided in the Privacy Policy, which is an annex to this Agreement.

10 Anti-Money Laundering and KYC

- 10.1 The Company follows Anti-Money Laundering policy (**AML**) and Know-Your-Customer measures (**KYC**). Buyer fully agrees to assist the Company in fulfilment of the AML policy and provide any necessary information.
- 10.2 AML Policy is the procedure to prevent our services from being used for the purposes of money laundering, terrorist financing or any other criminal activity. KYC measures are part of the AML Policy. The objective of KYC measures is to enable the Company to know their customers and to manage risks. We may update such procedure in the future to assure the compliance with the existing laws and best AML practice.
- 10.3 In case of any potentially suspicious or unusual transactions or Buyer's behaviour, Company reserves the right to refuse the sale of MANO Tokens to the Buyer.
- 10.4 All Buyers that contributes with an amount that is equal or superior to [10,000 USD] will be subject to AML and KYC checks.
- 10.5 All Buyers, with a contribution inferior to [10,000 USD], will be subject to simplified KYC.

11 APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1 The Agreement has been drawn up in accordance with the laws of the Republic of Estonia and the application, interpretation, and termination thereof shall be subject to the laws of the Republic of Estonia, without reference to the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- 11.2 If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.
- 11.3 Any Disputes arising from the performance of the Agreement shall be settled through negotiations. If the Parties fail to resolve the Dispute through negotiation, the Disputes shall be settled by Harju Maakohus (Harju County Court), pursuant to the procedure provided by the law of the Republic of Estonia.

12 TERMINATION OF AGREEMENT

- 12.1 Company's obligations to transfer Tokens to Buyer under this Agreement shall terminate upon performance of the obligations of the Parties in accordance with chapters 2 and 3 of the Agreement. Company may terminate this Agreement at its sole discretion, including without limitation, by reason of change in tax, securities, corporate or other law.
- 12.2 Company may terminate the Agreement immediately without prior notice, if:
 - 12.2.1 Buyer breaches this Agreement;
 - 12.2.2 Company is required so by valid court order, or binding order of a Governmental Authority;
 - 12.2.3 Buyer fails to comply with any applicable laws, directives, rules and/or regulations or Buyer is or becomes a person falling under Article 4.10. and/or 4.11. of the Agreement;
 - 12.2.4 in respect of Buyer, a liquidator, receiver or administrative receiver is appointed, Buyer is adjudicated as bankrupt, or declared insolvent.
- 11.3. Upon termination or expiration of this Agreement provisions related to limitation of Company's liability shall survive and apply, including, but not limited to, subdivisions 5 and 6 of this Agreement.

- 11.4. Upon termination of this Agreement based on clause 11.2 (1-4) Buyer's rights shall terminate and the Buyer is not entitled to receive the MANO token or any refund.

13 MISCELLANEOUS

- 13.1 All agreements, notices, disclosures and other communications that the Party provides to the other Party pursuant to this Agreement or in connection with or related to Buyer's purchase of MANO Token, including this Agreement, may be provided by the Party in electronic form.
- 13.2 The headlines of the subdivisions, articles or paragraphs contained in the Agreement are used for convenience and do not affect the meaning of the Agreement, or interpretation thereof.
- 13.3 Reference to a specific subdivision, article or paragraph of the Agreement is a reference to a specific subdivision, article or paragraph of the Agreement unless otherwise specified.
- 13.4 This Agreement sets forth the entire understanding between Buyer and Company with respect to the sale of MANO Tokens. Buyer agrees to rely only on this Agreement alone. This Agreement supersedes any previous statements about the token sale made by the Company or individuals associated with the Company.