

TERMS OF SERVICE
Last Updated April 29, 2020

These terms and conditions of use, together with any documents and additional terms they expressly incorporate by reference (collectively, these “Terms”), are entered into between OGIInvest Limited and its Affiliates (collectively, “OGI”, “we”, “us” and “our”) and you or the company or other legal entity you represent (“you” or “your”), and constitute a binding legal agreement.

Please read these Terms carefully, as these Terms govern your use of our Site and our Services, and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. By your use of the Site and Services, you accept and agree to be bound by and to comply with these Terms. If you do not agree to these Terms, you must not access or use this Site or the Services.

You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that: (a) if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms; and (b) you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

- 1. KEY DEFINITIONS.** For the purpose of these Terms, the following capitalized terms shall have the following meanings:
 - 1.1 “Affiliate” means, with respect to a party to these Terms, any legal entity that, directly or indirectly controls, is controlled by, or is under common control with such party.
 - 1.2 “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority having jurisdiction over OGI, you, the Site or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity.
 - 1.3 “DSO” means a digital security offering through the use of smart contracts on the Ethereum Blockchain.
 - 1.4 “ERC20 Token” means a token using the ERC-20 standard, which may be issued through the Site as a part of the Services.
 - 1.5 “Security Token” means a token using an Ethereum-based security token standard, which may be issued through the Site as a part of the Services.
 - 1.6 “Ether” means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.
 - 1.7 “Ethereum Address” means the unique public key cryptocurrency identifier that points to an Ethereum-compatible wallet to which Ether, ONGX or an ERC20 Token or Security Token may be sent or stored.
 - 1.8 “Ethereum Blockchain” means the underlying blockchain infrastructure that the Site leverages to perform portions of the Services.
 - 1.9 “Governmental Authority” includes any domestic or foreign federal, state or provincial, municipal, local or other governmental, regulatory, judicial or administrative authority.
 - 1.10 “ONGX” means the token utilizing the ERC20 protocol on the Ethereum Blockchain that may be sold, through the Site, upon the occurrence of certain Services.
 - 1.11 “Security Token” means a token using an Ethereum-based security token standard.

- 1.12 “Service Provider” means a third-party service provider that may provide DSO-related services, including, but not limited to, DSO advisory services, verification screening, and legal compliance services.
- 1.13 “Services” has the meaning set out in Section 3.1.
- 1.14 “Site” means the OGI Affiliate site located at <https://dso.oncogenerix.io>, and all associated sites linked thereto by OGI and its Affiliates.
- 2. MODIFICATIONS TO THESE TERMS.** We reserve the right, in our sole discretion, to modify these Terms from time to time. Any and all such modifications are effective immediately upon posting. By continuing to access or use the Site or the Services after our publication of modified Terms, you accept and agree to be bound to the modified Terms. You agree to frequently review the Terms to ensure that you are aware of any such modified Terms and that you understand the terms and conditions that apply to your access to and use of the Site and the Services, and any of their contents, functionality and services.
- 3. SERVICES.**
- 3.1 Services. The primary purpose of the Site is to assist its users with acquisition of ONGX tokens pursuant to a token purchase agreement. To accomplish this, OGI makes certain services available on the Site, including, but not limited to (collectively, the “Services”) tools to place orders for ONGX tokens, which will be issued as a part of an DSO created through the Site, on OGI’s and its Affiliates’ networks.
- 3.2 Service Fees.
- (i) We may charge fees to you (the “Service Fees”) in consideration of your use of certain Services (each, a “Paid Service”). The details of the Service Fees, including the cost of each Paid Service, when Service Fees apply and how they are calculated can be found on the Site. We reserve the right to change the Service Fees at any time, and will provide you with adequate notice of any such fee changes before they become effective.
- (ii) In addition, for your convenience, Service Providers may provide services to you in connection with your use of the Site. We accept no responsibility for any services procured by a Service Provider from the Site. Any relationship between you and a Service Provider arising from your use of the Site shall be exclusively by and between you and such Service Provider and any Service Provider providing services to you will not be deemed an agent or broker to, or employee, representative, independent contractor or subcontractor of, OGI or any of its Affiliates
- 3.3 Payment and Authorization. You are responsible for paying any Service Fees that you owe to OGI. You further acknowledge and agree that you are fully responsible for all acts or omissions relating to any access to your Ethereum Address through the Site.
- 3.4 Ethereum Gas Charges. Some Services may involve the use of the Ethereum Blockchain, which may require that you to pay a fee, commonly known as “Ethereum Gas Charges”, for the computational resources required to perform a transaction on the Ethereum Blockchain. You acknowledge and agree that OGI has no control over: (a) any Ethereum Blockchain transactions; (b) the method of payment of any Ethereum Gas Charges; or (c) any actual payments of Ethereum Gas Charges. Accordingly, you must ensure that you have a sufficient balance of Ether stored at your Ethereum Address to complete any transaction on the Ethereum Blockchain before initiating such Ethereum Blockchain transaction. We will make reasonable efforts to notify you of any Ethereum Gas Charges before initiating any Services that require the use of the Ethereum Blockchain.
- 3.5 Taxes. The Service Fees, and any other charges hereunder, are exclusive of any applicable sale, value-added, excise, withholding and other taxes. Between you and OGI, you will be solely responsible for paying any such taxes applicable to the consideration payable under these Terms, as may be required under Applicable Law.

3.6 Conditions and Restrictions. We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Services or the Site without prior notice. For example, we may restrict access or certain transaction requests from certain locations if we have a reasonable suspicion of fraud, diminished capacity, inappropriate activity or a dispute in connection with your OGI Account, or any jurisdiction where we are expressly not conducting and DSO activities.

3.7 No Broker, Legal or Fiduciary Relationship. OGI is not your broker, lawyer, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you regarding any decisions or activities that you effect when using the Services. Neither our communications nor any information that we provide to you is intended as, or shall be considered or construed as, advice.

4. USER ACCOUNT

4.1 User Account. You must have an account with us on the Site (an “OGI Account”) in order to use the Services. During registration, in order to create an OGI Account, we will ask you to provide certain information, including, but not limited to: your name, your email address and your Ethereum Address.

4.2 Your Responsibilities. As a condition to accessing or using the Services or the Site, you shall:

- (1) only use the Services and the Site for lawful purposes and in accordance with these Terms;
- (2) ensure that, at all times, all information that you provide on the Site, including the information in your OGI Account, is current, complete and accurate; and
- (3) maintain the security and confidentiality of your OGI Account and Ethereum Address; and
- (4) grant access to OGI to complete any required anti-money laundering and know your client reviews as required by Applicable Law.

4.3 Unacceptable Use or Conduct. As a condition to accessing or using the Site or the Services, you will not:

- (1) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing regimes, as any such regime may be amended or enhanced from time to time;
- (2) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site or the Services;
- (3) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- (4) attempt to circumvent any content filtering techniques or security measures that OGI employs on the Site, or attempt to access any service or area of the Site or the Services that you are not authorized to access;
- (5) use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- (6) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Services or to extract data;
- (7) use or attempt to use another user’s OGI Account without authorization;
- (8) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services;
- (9) provide false, inaccurate, or misleading information;
- (10) post content or communications on the Site that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

- (11) post content on the Site containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service;
 - (12) use the Site or the Services from a jurisdiction that we have, in our sole discretion, or a relevant Governmental Authority has determined is a jurisdiction where the use of the Site or the Services is prohibited; or
 - (13) encourage or induce any third party to engage in any of the activities prohibited under this Section 4.3.
- 4.4 Your Assumption of Risks. You represent and warrant that you:
- (1) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any ERC20 and/or Security Tokens that you decide to acquire;
 - (2) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any ERC20 Token and/or Security Token;
 - (3) know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, Ether, ERC20 Tokens and Security Tokens;
 - (4) accept the risk of acquiring ERC20 Tokens and/or Security Tokens via the Site, and are responsible for conducting your own independent analysis of the risks specific to the ERC20 Tokens and/or Security Tokens you acquire and your use of the Services; and
 - (5) have read the Certain Investment Considerations: Risk Factors and Cautionary Note Regarding Forward-Looking Statements.
- 4.5 Your OGI Account Activities. You acknowledge and agree that you will be bound by, and hereby authorize OGI to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your OGI Account, regardless of whether such access is authorized or unauthorized. You further acknowledge and agree that OGI will not be liable for any of its actions that you have authorized it to take
- 4.6 Your Content. You hereby grant to us a royalty-free, fully paid-up, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, your name and trade dress (collectively, "Your Content") through your use of the Services or the Site, including, without limitation, for promoting OGI and its Affiliates, the Services or the Site, consistent with the terms of our privacy policy (described below). You represent and warrant that: (a) you own Your Content or have the right to grant the rights and licenses in these Terms; and (b) Your Content and our use of Your Content, as licensed herein, does not and will not violate, misappropriate or infringe on any third party's rights.
- 5. "FX " CONVERSION SERVICE TERMS**
- 5.1 Conversion Price Determination. As an extension of Services provided under this Agreement, OGI may offer a service where, if the purchase price for an ONGX token is not paid in stablecoin, the Site may query and rely upon designated independent price information feeds ("Price Information"), as selected and determined by us in our sole discretion, in order to determine the current price of the cryptocurrency so paid and thus the aggregate value of the purchase price so paid, and apply the value so determined in establishing the effective purchase amount received for ONGX for purposes of calculating the quantity of ONGX Tokens purchased. The Price Information so determined shall be applied exactly as received and there shall be no markup, discount, charge or fee applied to such Price Information for transaction pricing purposes. In the event of abnormalities, liquidity issues, or volatility spikes in the conversion rate of any given cryptocurrency, we reserve the right to adjust the amount of ONGX Tokens issuable against such cryptocurrency.

5.2 Price Updating. The Site may query Price Information on a periodic basis and rely upon and apply the price so determined for ONGX transactions that occur prior to the next updated query. In the event that the Price Information received discloses unusual price volatility, by exceeding a 20% change in price (plus or minus) over a time block of three hours or less from the preceding Price Information, that most recent Price Information will be ignored and the immediately preceding Price Information will continue to be relied upon as the current effective price for ONGX transactions. In the event that the Price Information is not updated, for reasons of volatility or any other reason: (a) the Site may change to a different designated independent Price Information feed or may establish manually a reasonable good faith current price that shall constitute the Price Information, until such time as the original Price Information can be queried and updated; or (b) if such non-updated state continues for any period of time of six hours or more, then any DSO purchase transactions received after that time limit involving the subject currency or cryptocurrency will not be completed

5.3 Disclaimers and Limitations of Liability

- (i) Provision of access to Price Information and associated currency conversion calculations as part of the Services provided through the Site does not constitute an advertisement, solicitation, negotiation, offer, acceptance or any other involvement by OGI as an agent or intermediary in an ONGX Token transaction. You expressly acknowledge and agree that the Price Information is provided by third party service providers and not by OGI, and the Price Information is provided on an "AS IS" basis, at your sole risk. We make no warranty, express or implied, to you concerning the Price Information or with respect to any data or information that we may provide in connection with the Price Information. We expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the Price Information with respect to its correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise. We are not responsible for maintaining the source of the Price Information or for supplying any corrections concerning the Price Information. We have no duty or obligation to verify, correct, complete or update any information displayed in the Price Information. We are not soliciting any action based upon use of the Price Information. You agree you will use such Price Information solely for the purposes set forth in this Agreement, and that such Price Information is proprietary to us and any such provider and you will not retransmit or disclose such data or information to third parties except as required by Applicable Law or regulation.
- (ii) We, together with our Affiliates, and our and our Affiliates' respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors shall have no liability, contingent or otherwise, to you or to third parties, as a result of the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Price Information or lack thereof, nor as a result of delays or omissions of the Price Information, nor as a result of the failure of any connection or communication service to provide or maintain your access to Price Information, nor as a result of any interruption in or disruption of your access or any erroneous communications via or in connection with the Site. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information that we may provide in connection with your use of the Price Information.

6. **PRIVACY POLICY.** Please refer to our privacy policy available at dso.oncogenerix.io/download/Privacy_Policy.pdf for information about how we collect, use, and share your information, which is incorporated into these Terms by reference.

7. **PROPRIETARY RIGHTS**

- 7.1 Ownership of Services. Excluding any open source software (as further described in Section 7.2) or third-party software that the Site or the Services incorporates, as between you and OGI, OGI owns the Site and the Services, including all technology, content and other materials used, displayed or provided on the Site or in connection with the Services (including all intellectual property rights subsisting therein)
- 7.2 OGI License; Open Source Software License; Limitations. The Site and the Services are governed by the most recent version of the open source license commonly known as the “MIT License” and any other applicable licensing terms for the Site and the Services in these Terms (collectively, the “OGI License”). You acknowledge that the Site or the Services may use, incorporate or link to certain open-source components and that you will comply with any applicable open-source licenses that govern any such open-source components (collectively, “Open-Source Licenses”). Without limiting the generality of the foregoing, you may not: (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site or the Services; (b) use the Site or the Services for time-sharing or service bureau purposes; or (c) otherwise use the Site or the Services in a manner that violates the OGI License or any other Open-Source Licenses.
- 7.3 Trademarks. Any of OGI’s product or service names, logos, and other marks used in the Site or as a part of the Services, including OGI’s name and logo are trademarks owned by OGI, its Affiliates or its applicable licensors. You may not copy, imitate or use them without OGI’s (or the applicable licensor’s) prior written consent.
- 8. CHANGES; SUSPENSION; TERMINATION**
- 8.1 Changes to Services. We may, at our sole discretion, from time to time and without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.
- 8.2 No Liability. We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Site or the Services.
- 8.3 Effect of Termination. In the event we terminate your OGI Account or your complete access to the Site or the Services, we may delete or suspend your OGI Account and all related information and files in such account.
- 8.4 Survival. The following sections will survive any termination of your OGI Account or your access to the Site or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 2, 3.3, 3.5, 3.6, 3.7, 4, 5, 6, 7, 8.3, 8.4, and 9-15.
- 9. ELECTRONIC NOTICES.** You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with this Agreement, your OGI Account or any Services. You agree that we may provide our Communications to you by posting them on the Site or by emailing them to you at the email address linked to your OGI Account. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy.
- 10. INDEMNIFICATION.** You will defend, indemnify, and hold harmless us, our Affiliates, and our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to (a) your use of, or conduct in connection with, the Services or ONGX Tokens; (b) your purchase of ONGX Tokens; (c) any Ethereum Blockchain assets associated with your Ethereum Address; (d) any feedback or user content you provide to the Site, if any; (e) your violation of these Terms; or (f) your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, OGI (or, at its

discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether OGI wishes to settle, and if so, on what terms.

11. DISCLAIMER OF WARRANTIES.

11.1 To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Site or the Services (including any data relating thereto) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Site or the Service are correctable or will be correctable.

11.2 You acknowledge that your data on the Site may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

11.3 The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

12. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. In no event shall we (together with our Affiliates, including our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site and the Services (and any of their content and functionality), any performance or non-performance of the Services, your Ether, ONGX Tokens or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or under any other theory of liability, and whether or not we have been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy hereunder.

13. LIMITATION OF LIABILITY. In no event shall our aggregate liability (together with our Affiliates, including our and our Affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors) arising out of or in connection with the Site and the Services (and any of their content and functionality), any performance or non-performance of the Services, your Ether, ERC20, Security Tokens or any other product, service or other item provided by or on behalf of us, whether under contract, tort (including negligence), civil liability, statute, strict liability or other theory of liability exceed the amount of Service Fees paid by you to us under these Terms in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

14. GOVERNING LAW. The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site or the Services, will be governed by and construed in accordance with the domestic Laws of the British Virgin Islands without giving effect to any

choice or conflict of laws provision or rule (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the British Virgin Islands. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court of competent jurisdiction. With respect to any proceeding hereunder, YOU IRREVOCABLY AND UNCONDITIONALLY CONSENT TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY COURTS LOCATED WITHIN THE TERRITORY OF THE BRITISH VIRGIN ISLANDS FOR ANY ACTION, PROCEEDING OR INVESTIGATION (“LITIGATION”) ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, AND THE SERVICES (AND AGREE NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH VENUES).

15. OTHER TERMS.

- 15.1 Remedies. Any right or remedy of OGI set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law or in equity.
- 15.2 Affiliates & Contractors. The Site and any of the Services may be operated or provided by us, our Affiliates, or our respective subcontractors. To the extent that one of our Affiliates or subcontractors, is operating or providing any Services, the Affiliate or subcontractor’s provision of such Services will be under terms identical to these Terms, substituting the Affiliate or subcontractor’s name wherever we are referenced in these Terms.
- 15.3 Non-Waiver. Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
- 15.4 Force Majeure. We will have no responsibility or liability for any failure or delay in performance of the Site or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.
- 15.5 Assignment. You may not assign or transfer any right to use your OGI Account, the Site or the Services, or any of your rights or obligations under these Terms, without our prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.
- 15.6 Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- 15.7 Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Site and the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

CERTAIN INVESTMENT CONSIDERATIONS: RISK FACTORS

Investing in ONGX Tokens, issued by OGIInvest Limited, a British Virgin Islands company (the “Company”) involves a high degree of risk. You should carefully consider the risks we describe below, along with all of the other information published on our site, including the section entitled “Cautionary Note Regarding Forward-Looking Statements”, before deciding to purchase ONGX Tokens. The risks and uncertainties described below are those significant risk factors, currently known and specific to us, that we believe are relevant to an investment in ONGX Tokens. If any of these risks materialize, our business, results of operations or financial condition could suffer, the price of ONGX Tokens could decline substantially and you could lose part or all of your investment. Additional risks and uncertainties not currently known to us or that we now deem immaterial may also harm us and adversely affect your investment in ONGX Tokens.

You may lose all monies that you spend purchasing ONGX Tokens. If you are uncertain as to our business and operations or you are not prepared to lose all monies that you spend purchasing ONGX Tokens, we strongly urge you not to purchase any ONGX Tokens. We recommend you consult legal, financial, tax and other professional advisors or experts for further guidance before participating in the offering of our ONGX Token as further detailed in this offering document. Further, we recommend you consult independent legal advice in respect of the legality of your participation in the ONGX Token sale.

In order to participate in this offering, a purchaser must provide the Company with a digital wallet address to receive ONGX Tokens. We do not recommend that you purchase ONGX Tokens unless you have prior experience with cryptographic tokens, blockchain-based software and distributed ledger technology and unless you have received independent professional advice.

RISKS RELATED TO AN INVESTMENT IN OUR TOKENS

We have no operating history and therefore valuation of the ONGX Token is difficult.

We were incorporated under the laws of British Virgin Islands in April 2020 and our operations to date have consisted of planning and developing the ONGX Token, establishing relationships with potential service providers and preparing necessary documents and filings in order to implement the ONGX Token as currently conceived. Accordingly, we have no operating history upon which an evaluation of our prospects and future performance can be made.

Even if this offering is successful, we may need to raise additional capital in the future to continue operations, which may not be available on acceptable terms, or at all.

This offering is subject to a minimum offering amount of \$600,000 and we will not commence operations until obtaining funding through this offering. However, we may meet our minimum offering amount, close on committed purchases and have access to investor funds before we obtain the funding that we expect will be required to complete our business plan. There is no guarantee that we will be able to raise any additional capital in the future or that additional capital will be available on acceptable terms.

Because we lack an operating history, you have no basis upon which to evaluate our ability to achieve our business objective. Our proposed operations are subject to all business risks associated with a new enterprise. The likelihood of our creation of a viable business must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the inception of a business operating in a relatively new, highly competitive, and developing industry. Even if we close this offering, there can be no assurance that we will ever generate any operating activity or develop and operate the business as planned. If we are unsuccessful at executing on our business plan, our business, prospects, and results of operations

may be materially adversely affected and investors may lose all or a substantial portion of their investment.

There is currently no trading market for our ONGX Tokens and we cannot ensure that a liquid market will occur or be sustainable.

Prior to this Offering, there has been no public market for ONGX Tokens. There can be no assurance that there will be an active market for ONGX Tokens either now or in the future. There is no plan to have our ONGX Token trade on a national securities exchange. In the event that the Company ever decides to seek approval to list ONGX Tokens for trading on a registered securities exchange, there is no assurance that such approval will be obtained or, if approval is obtained, that an active or liquid trading market will develop. Further, brokerage firms or clearing firms may not be willing to effect transactions in ONGX Tokens or accept ONGX Tokens for deposit in an account. Even if an investor finds a broker willing to effect a transaction in ONGX Tokens, the combination of brokerage commissions, transfer fees, taxes, if any, and any other selling costs may exceed the selling price. As a result, purchasers in this offering, and subsequent purchasers of ONGX Tokens, will likely be limited in their ability to engage in secondary trading of ONGX Tokens.

We may, in the future, take certain steps, including utilizing investor awareness campaigns, press releases, road shows and conferences to increase awareness of our business. We may need to compensate consultants with cash and/or Tokens. There can be no assurance that there will be any awareness generated or the results of any efforts will result in any impact on our trading volume.

The offering price of the ONGX Tokens has been arbitrarily determined and such price should not be used by an investor as an indicator of the fair market value of the ONGX Tokens.

The offering price for the ONGX Tokens offered hereby has been arbitrarily determined by the Company's board of directors based on market conditions at the time of pricing. The offering price does not necessarily bear any direct relationship to the assets, operations, book or other established criteria of value of the Company. Accordingly, the actual value of ONGX Tokens may be significantly less than the offering price. The value of ONGX Tokens purchased at the offering price may decline in value or have significantly less value when you attempt to sell the ONGX Tokens.

The trading price of our ONGX Tokens could be volatile.

There is currently no trading market for the ONGX Token. Even if such a trading market were to develop, the trading price of our ONGX Tokens may be volatile. The ONGX Token is not issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. Consequently, investors may not be able to liquidate their investment at a price that reflects the value of the business.

Further, the trading price of ONGX Tokens could be significantly affected by any number of factors including volatility in the broader market for blockchain assets, changes in analyst earnings estimates, fluctuations in our results of operations, shifting investor perceptions, dilution (in both monetary and percentage amounts) from future sales or issuances of ONGX Tokens by the Company, large purchases or sales by a significant ONGX Token holder, the announcement of new products or the occurrence of any of the events described within this "Risk Factors" section.

Any of these factors could adversely affect the trading price of ONGX Tokens.

There can be no assurance that we will be able to pay any cash distributions to the holders of Tokens.

We may never have sufficient operating results to make any cash distributions, which could adversely affect the value of ONGX Tokens.

Further, each ONGX Token holder's right to the pro rata portion of the distribution for any given year is subject to reduction in an amount equal to the banking fees and/or transactions fees required to be paid with respect to the transfer of funds or Ethereum to such holder. Thus, with respect to any year during which the amount to be distributed to an individual ONGX Token holder is less than the

amount of fees relating to such transfer, no distribution will be made to that individual ONGX Token holder.

As a result, the ability of any holder to receive any cash distributions from us is not guaranteed.

The tax characterization of ONGX Tokens is uncertain. You must seek your own tax advice in connection with purchasing ONGX Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

The treatment of ONGX Tokens for income tax purposes is uncertain. Due to the new and evolving nature of digital currencies, tokens and blockchain assets, and a general absence of clearly controlling authority with respect to these assets, many significant aspects of the income tax treatment of digital currencies are uncertain. It is unclear what guidance on the treatment of tokens and blockchain for income tax purposes may be issued in the future. Future developments regarding the treatment of tokens or blockchain assets for income tax purposes could adversely affect an investment in ONGX Tokens.

It may be illegal now, or in the future, to acquire, own, hold, sell or use ONGX Tokens in one or more countries, and ownership of, holding or trading in our Company's securities may also be considered illegal and subject to sanction.

Although currently blockchain assets are not regulated or are lightly regulated in most countries, one or more countries such as China and Russia may take regulatory actions in the future that severely restricts the right to acquire, own, hold, sell or use blockchain assets or to exchange blockchain assets for fiat currency. Such an action may also result in the restriction of ownership, holding or trading in our securities. Such restrictions may adversely affect an investment in the Company.

RISKS RELATED TO BLOCKCHAIN ASSETS

Blockchain is a nascent and rapidly changing technology and there remains relatively small use of blockchain networks and blockchain assets in the retail and commercial marketplace. The slowing or stopping of the development or acceptance of blockchain networks may adversely affect an investment in our Company.

The development of blockchain networks is a new and rapidly evolving industry that is subject to a high degree of uncertainty. Factors affecting the further development of the blockchain industry include:

- ♦ continued worldwide growth in the adoption and use of blockchain networks and assets;
- ♦ the maintenance and development of the open-source software protocol of blockchain networks;
- ♦ changes in consumer demographics and public tastes and preferences;
- ♦ the popularity or acceptance of the Bitcoin or Ethereum networks;
- ♦ the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- ♦ government and quasi-government regulation of blockchain networks and assets, including any restrictions on access, operation and use of blockchain networks and assets; and
- ♦ the general economic environment and conditions relating to blockchain networks and assets.

Our business model is dependent on continued investment in and development of the blockchain industry and related technologies. If investments in the blockchain industry become less attractive to investors or innovators and developers, or if blockchain networks and assets do not gain public acceptance or are not adopted and used by a substantial number of individuals, companies and other entities, it could have a material adverse impact on our prospects and our operations.

The application of distributed ledger technology is novel and untested and may contain inherent flaws or limitations.

Blockchain is an emerging technology that offers new capabilities which are not fully proven in use. There are limited examples of the application of distributed ledger technology. In most cases, software used by blockchain asset issuing entities will be in an early development stage and still unproven. As with other novel software products, the computer code underpinning the ONGX Tokens and Ethereum blockchain may contain errors, or function in unexpected ways. Insufficient testing of smart contract code, as well as the use of external code libraries, may cause the software to break or function incorrectly. Any error or unexpected functionality may cause a decline in value of the ONGX Token and result in substantial losses to purchasers of ONGX Tokens.

If we discover errors or unexpected functionalities in the ONGX Token smart contract after it has been deployed, we may make a determination that the ONGX Token smart contract is defective and that its use should be discontinued. Although we intend to replace the ONGX Token and the ONGX Token smart contract with a new token using a new smart contract, we may be required to take certain measures, such as halting the transfer of all ONGX Tokens, that may disrupt use of the ONGX Tokens. Such a determination and our subsequent deployment of a new smart contract and replacement token could have a material effect of the value of any investment in the ONGX Token or our business.

The creation and operation of digital platforms for the public trading of blockchain assets will be subject to potential technical, legal and regulatory constraints. There is no warranty that the process for receiving, use and ownership of blockchain assets will be uninterrupted or error-free and there is an inherent risk that the software, network, blockchain assets and related technologies and theories could contain undiscovered technical flaws or weaknesses, the cryptographic security measures that authenticate transactions and the distributed ledger could be compromised, and breakdowns and trading halts could cause the partial or complete inability to use or loss of blockchain assets.

Risks associated with the distributed ledger technology could affect our business directly or the market for blockchain assets generally. In either case, the occurrence of these events could have a materially adverse effect on an investment in the Company.

The open-source structure of blockchain software means that blockchain networks may be susceptible to malicious cyber-attacks or may contain exploitable flaws, which may result in security breaches and the loss or theft of blockchain assets.

Most blockchain networks operate based on some form of open-source software. An open source project is not represented, maintained or monitored by an official organization or authority. Because of the nature of open-source software projects, it may be easier for third parties not affiliated with the issuer to introduce weaknesses or bugs into the core infrastructure elements of the blockchain network. This could result in the corruption of the open-source code which may result in the loss or theft of blockchain assets.

Blockchain networks may be the target of malicious attacks seeking to identify and exploit weaknesses in the software. Such events may result in a loss of trust in the security and operation of blockchain networks and a decline in user activity which could have a negative impact on the Company.

Each blockchain network, including the Ethereum network, is dependent upon its users and contributors, and actions taken, or not taken, by the users or contributors of a blockchain network could damage its reputation and the reputation of blockchain networks generally.

Developers and other contributors to blockchain network protocols generally maintain or develop those blockchain networks, including the verification of transactions on such networks. Because the networks are decentralized, these contributors are generally not directly compensated for their actions. Therefore, most blockchain networks provide that such contributors receive awards and

transfer fees for recording transactions and otherwise maintaining the blockchain network. Such fees are generally paid in the blockchain asset of that network.

The security and integrity of blockchain assets, including the value ascribed to blockchain assets, relies on the integrity of the underlying blockchain networks. We are issuing the ONGX Token, an ERC20 blockchain asset that is programmed using a smart contract that is compatible with the Ethereum blockchain.

If the awards and fees paid for maintenance of a network are not sufficiently high to incentivize miners, miners may respond in a way that reduces confidence in the blockchain network. To the extent that any miners cease to record transactions in solved blocks, transactions that do not include the payment of a transfer fee will not be recorded on the blockchain until a block is solved by a miner who does not require the payment of transfer fees. Any widespread delays in the recording of transactions could result in a loss of confidence in the blockchain network and its assets. To the extent that this occurs with regard to blockchain networks that underlie the blockchain assets traded on our platforms, including the Ethereum network, it could have a materially adverse effect on an investment in the Company. To the extent that this occurs with regard to the Ethereum network, it could have a materially adverse effect on an investment in the ONGX Token.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of Bitcoin, Ethereum and/or other blockchain assets could materially and adversely affect the Company.

The prices of blockchain assets such as Bitcoin and Ethereum have historically been subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain assets have only recently become accepted as a means of payment for goods and services, and such acceptance and use remains limited. Conversely, a significant portion of demand for blockchain assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets.

In addition, some blockchain industry participants have reported that a significant percentage of blockchain asset trading activity is artificial or non-economic in nature and may represent attempts to manipulate the price of certain blockchain assets. Trading platforms or blockchain assets may seek to inflate demand for a specific blockchain asset, or blockchain assets generally, which could increase the volatility of that asset or blockchain asset trading prices generally.

The market price of these blockchain assets, as well as other blockchain assets that may be developed in the future, may continue to be highly volatile. A lack of expansion, or a contraction of adoption and use of blockchain assets, may result in increased volatility or a reduction in the price of blockchain assets.

A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain industry and may affect other blockchain assets. For example, a security breach that affects investor or user confidence in Ethereum or Bitcoin may affect the industry as a whole and may also cause the price of other blockchain assets to fluctuate.

The value of blockchain assets and fluctuations in the price of blockchain assets could materially and adversely affect our business and investment in the Company.

RISKS RELATED TO OUR COMPANY'S OPERATIONS

We anticipate to complete only one investment with the proceeds of this offering, which will cause us to be solely dependent on a single business which may have a limited number of products or services.

It is intended that we will consummate an investment with a single target business. By investing in only a single entity, our lack of diversification may subject us to numerous economic, competitive and regulatory developments. Further, we would not be able to diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have the

resources to complete several business combinations in different industries or different areas of a single industry. Accordingly, the prospects for our success may be:

- ♦ solely dependent upon the performance of a single business, or
- ♦ dependent upon the development or market acceptance of a single or limited number of products, processes or services.

This lack of diversification may subject us to numerous economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to our initial business combination.

We may be unable to obtain additional financing, if required, to complete our initial business combination or to fund our operations, which could compel us to restructure or abandon a particular business concept.

Although we believe that the net proceeds of this offering will be sufficient to allow us to effect our business plan, if the net proceeds of this offering prove to be insufficient, either because of the size of the business combination, the depletion of the available net proceeds in search of a target business, or the obligation to convert into cash a significant number of shares of common stock, we will be required to seek additional financing. Such financing may not be available on acceptable terms, if at all. To the extent that additional financing proves to be unavailable when needed to effect our business plan, we would be compelled to either restructure the transaction or abandon that particular business plan. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the business. None of our officers, directors or stockholders is required to provide any financing to us in connection with or our business plans.

Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, investments and results of operations.

We are subject to laws and regulations enacted by national, regional and local governments. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on our business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on our business and results of operations.

The extent to which blockchain assets are used to fund criminal or terrorist enterprises or launder the proceeds of illegal activities could materially impact our business.

The potential, or perceived potential, for anonymity in transfers of bitcoin and similar blockchain assets, as well as the decentralized nature of blockchain networks, has led some terrorist groups and other criminals to solicit bitcoins and other blockchain assets for capital raising purposes. As blockchain assets have grown in both popularity and market size, regulatory agencies have been examining the operations of blockchain assets, their users and exchanges, concerning the use of blockchain assets for the purpose of laundering the proceeds of illegal activities or funding criminal or terrorist enterprises.

In addition to the current market, new blockchain networks or similar technologies may be developed to provide more anonymity and less traceability. There is also the potential that other blockchain asset trading platforms may court such illicit activity by not adhering to know-your-customer and anti-money laundering practices.

We may not be able to prevent illegal activity from occurring over our platforms. We may be unable to detect the unauthorized use of a KYC/AML vetted account on one of our platforms. Further, we may be unable to verify whether private keys for wallets containing ONGX Tokens have been transferred to third parties who have not completed our KYC/AML process. Although we plan to

implement procedures that will ensure that we remain in compliance with our KYC/AML obligations, we may not be successful in deterring or identifying illegal activity.

The use of blockchain assets for illegal purposes, or the perception of such use, over our platforms or on other trading platforms could result in significant legal and financial exposure, damage to our reputation, damage to the reputation of blockchain assets and a loss of confidence in the services provided by our platforms and the blockchain asset community as a whole. Our failure to meet our KYC/AML requirements could result in regulatory penalties, which could have a materially adverse effect on our business.

We face cyber-attack and other cyber security risks.

We regard the secure transmission of confidential information and the ability to continuously transact and clear on our electronic trading platforms as critical elements of our operations. Our technology, our people and those of our third party service providers and our customers may be vulnerable to targeted attacks, unauthorized access, fraud, computer viruses, denial of service attacks, terrorism, firewall or encryption failures and other security problems. Attackers may seek to steal information about our technology, financial data or user information or take other actions that would be damaging to the Company and/or holders of ONGX Tokens.

In addition, as the regulatory environment related to information security, data collection and use, and privacy becomes increasingly rigorous, with new and constantly changing requirements applicable to our business, compliance with those requirements could also result in additional costs.

The ONGX Token Distributed Ledger is publicly available and contains encrypted personal information. The misuse or theft of this information may give rise to breaches of privacy laws, fines and sanctions.

For many blockchain assets, distributed ledgers are used to record transfers of ownership of the asset. Information regarding ownership is most commonly represented by ledger balances and an owner's public wallet address. Such information includes the complete transfer history from the inception of the respective blockchain asset and such information regarding ownership of the assets, including the public wallet address, is generally available to the public. For many blockchain assets, personal identifying information that is used to associate a public wallet address with its owner is typically maintained in a separate database that is not exposed to the public.

The ONGX Token smart contract contains a feature whereby encrypted personal information is stored within the token smart contract (rather than a private, centralized database). The Company will hold a private key which will enable decryption of such personal information.

There are a number of data protection, security, privacy and other government- and industry-specific requirements that are implicated by utilizing a distributed ledger. If blockchain networks are unable to satisfy data protection, security, privacy, and other government-and industry-specific requirements, their growth could be harmed.

Further, if the key which enables decryption of personal information becomes comprised, personally identifiable information of ONGX Token holders may be revealed. Security breaches with respect to the holders' personal identity information database could result in theft of the information necessary to link personal identity with public keys, and thus the stolen information could be used to determine the affected holder's complete transfer history. Concerns over these issues may limit adoption of this novel trading system by a range of potential investors, reducing liquidity of blockchain assets.

Security attacks against the Company could result in a loss of the Company's blockchain assets, theft of personal information of our customers or damage to our reputation and our brand, each of which could adversely affect an investment in the Company. We could be required to incur significant expense to protect our systems and/or investigate any alleged attack.

Security breaches, computer malware and computer hacking attacks have been a prevalent concern since the launch of blockchain networks. Our security system and operational infrastructure may be

breached due to the actions of outside parties, error or malfeasance of an employee of ours, or otherwise. Techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may be designed to remain dormant until a predetermined event. Outside parties may also attempt to fraudulently induce employees of ours to disclose sensitive information in order to gain access to our infrastructure. Furthermore, we believe that, as our assets grow, the Company may become a more appealing target for security threats such as hackers and malware.

Our security measures may prove insufficient depending upon the attack or threat posed. We may be unable to anticipate these techniques or implement adequate preventative measures. As a result, an unauthorized party may obtain access to our private keys, company and customer data or blockchain assets.

Any such breach or unauthorized access could result in significant legal and financial exposure, damage to our reputation, and a loss of confidence in the services we provide that could potentially have an adverse effect on our business, while resulting in regulatory penalties or the imposition of burdensome obligations by regulators. In the event of a security breach, we may be forced to cease operations, or suffer a reduction in assets, the occurrence of each of which could adversely affect an investment in the Company.

The loss of key personnel could have a material adverse effect on us.

Our success depends on the continued services of key personnel. In particular, our reputation among and our relationships with key blockchain industry leaders are the direct result of a significant investment of time and effort by our personnel to build credibility in a highly specialized industry. The loss of services of key personnel could diminish our business and growth opportunities and our relationships with key leaders in the blockchain industry and could have a material adverse effect on us.

Our business will be adversely affected if we are unable to attract and retain talented employees, including sales, technology, operations and development professionals.

Our business operations require highly specialized knowledge of the technology industry and of technological innovation. If we are unable to retain the services of talented employees, including executive officers, other key management and sales, technology, operations and development professionals, we would be at a competitive disadvantage. In addition, recruitment and retention of qualified staff could result in substantial additional costs. The loss of the services of one or more of our executive officers or other key professionals or our inability to attract, retain and motivate qualified personnel, could have a material adverse effect on our ability to operate our business.

We have not identified all the persons that we will need to hire to provide services and functions critical to the development of the business and no assurance can be given that we will be able to hire the necessary persons on acceptable terms, if at all.

Our business is in its developmental stage and we have not identified all the persons that we will need to hire to provide services and functions critical to the development of the business. Further, even if we are able to hire such service providers, they might be unable to meet our specifications and requirements, which could have a material adverse effect on our ability to develop and launch our business plan.

Operational risks, such as misconduct and errors of our employees or entities with which we do business, are difficult to detect and deter and could cause us reputational and financial harm.

Our employees and agents could engage in misconduct which may include conducting in and concealing unauthorized activities, improper use or unauthorized disclosure of confidential information.

It is not always possible to deter misconduct by our employees, and the precautions we take to prevent and detect this activity may not be effective in all cases. Our ability to detect and prevent

errors or misconduct by entities with which we do business may be even more limited. Such misconduct could subject us to financial losses or regulatory sanctions and materially harm our reputation, financial condition and operating results.

Negative publicity could damage our business.

Developing and maintaining our reputation is critical to attracting and retaining customers and investors and for maintaining our relationships with our regulators.

Negative publicity regarding our Company, ONGX Tokens, our key personnel or blockchain assets generally, whether based upon fact, allegation or perception and whether justified or not, could give rise to reputational risk which could significantly harm our business prospects.

We have an evolving business model.

As blockchain assets and blockchain technologies become more widely available, we expect the services and products associated with them to evolve. As a result, to stay current with the industry, our business model may need to evolve as well. From time to time we may modify aspects of our business model relating to our product mix and service offerings. We cannot offer any assurance that these or any other modifications will be successful or will not result in harm to the business. We may not be able to manage growth effectively, which could damage our reputation, limit our growth and negatively affect our operating results.

The Company may in the future be dependent in part on the data center facilities of third parties.

The Company's future infrastructure network may be established in whole or in part through servers which it owns and/or houses at the location facilities of third parties, and/or servers that it rents at data center facilities of third parties. If the Company is unable to secure or renew its data facility leases on commercially reasonable terms or at all, the Company may be required to transfer its servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. The Company and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

General global market and economic conditions may have an adverse impact on the Company's operating performance, results of operations and/or cash flow.

The Company may be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Company's business, operations and financial condition, including decreases in revenue and operating cash flow, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of a slowdown. Suppliers on which the Company relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant, adverse impact on the Company's business, financial condition and results of operations. Any such circumstances would then correspondingly negatively impact the functionality, liquidity, and/or trading price of ONGX Tokens.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements made on our website (the “Site”) constitute forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “project,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “intends,” or “continue,” or the negative of these terms or other comparable terminology.

These forward-looking statements may include, but are not limited to, statements relating to our objectives, plans, and strategies; statements that contain projections of results of operations or of financial condition; statements relating to the research, development, and use of our products; and all statements (other than statements of historical facts) that address activities, events, or developments that we intend, expect, project, believe, or anticipate will or may occur in the future.

Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties. We have based these forward-looking statements on assumptions and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments, and other factors they believe to be appropriate.

Important factors that could cause actual results, developments, and business decisions to differ materially from those anticipated in these forward-looking statements include, among other things:

- ♦ the slowing or stopping of the development or acceptance of blockchain assets;
- ♦ the limitations of blockchain technology, which remains largely novel and untested;
- ♦ the legal framework of regulations applicable to blockchain technologies, cryptocurrencies, security tokens and token offerings;
- ♦ the lack of any existing marketplace for blockchain assets;
- ♦ our lack of an operating history;
- ♦ the impact of competition and new technologies;
- ♦ our ability to obtain government regulations and approvals;
- ♦ industry developments affecting our business, financial condition and results of operations;
- ♦ our operating performance and cash flow, or lack thereof;
- ♦ global market, political, and economic conditions; and
- ♦ those factors referred to in “*Risk Factors*.”

These statements are only current predictions and are subject to known and unknown risks, uncertainties, and other factors that may cause our or our industry’s actual results, levels of activity, performance, or achievements to be materially different from those anticipated by the forward-looking statements. You should not rely upon forward-looking statements as predictions of future events.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. Except as required by law, we are under no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of publication.