



Cryptocurrency Token for the

OmniBazaar

Distributed E-commerce Marketplace

Information Memorandum

For Purchase of OmniCoin Tokens

October 2018

THE TOKENS OFFERED HEREBY INVOLVE A HIGH DEGREE OF RISK. SEE RISK FACTORS FOR A DISCUSSION OF THE RISKS IN CONNECTION WITH PURCHASING THE TOKENS.

This Information Memorandum (this “*Memorandum*”) has been prepared by OmniCoin Foundation Company (the “*Company*”) for use by Purchasers who are non-US persons, as further described in this Memorandum, to whom OmniCoin Foundation Company’s offering (the “*Offering*”) the opportunity to purchase OmniCoin tokens (“*OmniCoin*,” or the “*Tokens*”) developed, produced and offered by OmniCoin Foundation Company. It is intended and anticipated that OmniCoin Foundation Company shall be collaborating with and otherwise be a licensor/licensee of OmniBazaar, Inc., a Delaware State entity, which has developed certain existing applications, technologies, code, and other software for use in the online, distributed and peer to peer digital marketplace arenas, which form the basis for certain blockchain enabled and decentralized applications developed by and with the Company, including but not limited to the Token (that foregoing non-Cayman Island entity shall be referred to as “*OmniBazaar, Inc.*”). Unless the context requires otherwise, in this Memorandum the terms “the *Company*,” “*we*,” “*us*” and “*our*” refer to OmniCoin Foundation Company.

IMPORTANT NOTICES

This Information Memorandum (the “**Memorandum**”) has been prepared solely for use by the prospective purchasers of OmniCoin tokens (the “**Tokens**”). Each recipient hereof acknowledges and agrees that the contents of this Memorandum constitute proprietary information. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, is prohibited.

EXCLUSIVE NATURE OF INFORMATION MEMORANDUM

The delivery of this Memorandum does not constitute an offer in any jurisdiction to any person to whom such offer would be unlawful in such jurisdiction. You should rely only on the information contained in this Memorandum. The information contained in this Memorandum supersedes any other information provided to potential Purchasers. The Company has not authorized any person to provide any information or to make any representations except to the extent contained in this Memorandum. If any such representations are given or made, such information and representations must not be relied upon as having been authorized by the Company. This Memorandum is not an offer to sell, nor is it seeking an offer to buy, securities in any state or country where the offer or sale is not permitted. The information in this Memorandum is accurate as of the date on the front cover, but the information may have changed since that date.

OMNICOIN WHITE PAPER

In addition to this Memorandum, OmniCoin’s White Paper is attached to this Memorandum as Exhibit A. It is strongly encouraged that you also read the White Paper, which is expressly made subject to all disclosures, terms, and conditions set forth in this Memorandum. Accordingly, and in addition, all such disclosures, terms, and conditions set forth in this Memorandum are hereby incorporated into the White Paper as if fully recited therein.

GENERAL DISCUSSION OF SECURITIES LAWS

This Memorandum discusses risks related to the securities regulations of various nations and states. These risks include the possibility of state, national, or other governments potentially characterizing the Tokens as “securities” under their own legal rules, laws, regulations. Such risks are primarily discussed through the lens of United States securities laws. Although the Tokens are not being offered to United States persons, US securities laws are similar to the securities laws of various other major Western nations, such as Canada or the United Kingdom. We foresee that regulatory developments and pronouncements in the United States may portend regulatory action by other nations. So, we have chosen to discuss certain risks in terms of US securities regulations.

The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token offerings such as OmniBazaar Marketplace Platform and the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the OmniBazaar Marketplace Platform and the utility of the Tokens.

NO REGISTRATION

The Tokens have not been, nor shall they be, registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any other law or regulation governing the offering, sale or exchange of securities in the United States or any other jurisdiction including any other nation. This Offering is being made outside the United States to non-U.S. persons in reliance on Regulation S.

GENERAL STATEMENT OF RISKS

A purchase of the Tokens involves a high degree of risk, volatility and potentially illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein, and carefully consider whether a purchase of the Tokens is suitable to the Purchaser's financial situation and goals.

No person has been authorized to make any statement concerning the Company or the sale of the Tokens discussed herein other than as set forth in this Memorandum, and any such statements, if made, must not be relied upon.

Purchasers should make their own investigations and evaluations of the Tokens, including the merits and risks involved in a purchase thereof. Purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission nor any other federal, state or national regulatory authority of any nation has approved a purchase of Tokens. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so.

Purchases in the Token are denominated in United States dollars (\$) and Purchasers may tender United States dollars, Bitcoin, or Ether in exchange for the Token. Such currencies are subject to any fluctuation in the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or amount of a Purchaser's purchase.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Offering Memorandum constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like "expects," "anticipates," "plans," "intends," "believes," "projects," "indicates," and similar expressions. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of the "Company" (as such term is defined above) may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading "RISKS FACTORS," which recipients of this Memorandum should carefully consider. These factors include, but are not limited to, risks that our products and services may not receive the level of market acceptance anticipated; anticipated funding may prove to be unavailable; intense competition in our market may result in lower than anticipated revenues or higher than anticipated costs, and general economic conditions, such as the rate of employment, inflation, interest rates and the condition of the capital markets may change in a way that is not favorable to us. This list of factors is not exclusive. We undertake no obligation to update any forward-looking statements.

ADDITIONAL NOTICE

THIS MEMORANDUM CONSTITUTES AN OFFER OF TOKENS ONLY IN THOSE JURISDICTIONS AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. THIS CONFIDENTIAL OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER OF, OR AN INVITATION TO PURCHASE, THE TOKENS IN ANY JURISDICTION IN WHICH SUCH OFFER OR SALE WOULD BE UNLAWFUL. NEITHER THE UNITED STATES

SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE, PROVINCIAL OR TERRITORIAL SECURITIES COMMISSION NOR ANY OTHER FOREIGN OR DOMESTIC REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED OF THE OMNICOIN TOKENS OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE.

OMNICOIN FOUNDATION COMPANY

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THIS OFFERING IS LIMITED SOLELY TO PURCHASERS WHO ARE NOT “U.S. PERSONS,” AS SUCH TERM IS DEFINED IN RULE 902(K) AND REGULATION S OF THE SECURITIES ACT. AN INVESTMENT IN THE TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS”).

COMPANY OVERVIEW

Recently formed as a Cayman Islands limited liability foundation company, OmniCoin Foundation Company’s goal is to create and distribute a cryptocurrency to serve as the exchange token for, and provide utility functions within, a decentralized, distributed, decentralized, peer to peer, online marketplace platform (the “OmniBazaar Marketplace Platform”). This marketplace platform leverages and expands upon current online marketplace platforms by adding blockchain enabled features and advantages including our own cryptocurrency token, OmniCoin (the “OmniCoin Token”). We believe by doing so we will improve how people worldwide buy and sell goods, services, as a new paradigm of commerce that is better suited for a rapidly evolving global economy.

We believe the value proposition of the OmniCoin Market Platform to its prospective users and partners will enable it to be sufficiently differentiated from the competition. The Company believes that the its team’s performance in the areas of technical innovation and online marketplace development, coupled with the proposed incentive structure of its underlying token, will enable it to compete effectively in the potentially large and expanding distributed Blockchain enabled online marketplace market.

In addition to this Memorandum, we strongly encourage you to read the OmniBazaar—OmniCoin White Paper, attached to this Memorandum as Exhibit A. The OmniBazaar—OmniCoin White Paper summarizes the functions and features of OmniBazaar and OmniCoin along several fundamental dimensions. Please review the white paper to understand the dynamics and use cases of the OmniBazaar Marketplace.

INITIAL LAUNCH OF OMNICOIN TOKEN AND MARKETPLACE PLATFORM

At the time of the public Token distribution event, the OmniBazaar Marketplace Platform has the following functionality: a free software program that will perform the following functions (the “OmniBazaar Software”):

- Create a peer-to-peer data-sharing network.
- Connect the user’s computer to that network.
- Allow individuals and businesses to buy and sell goods and services from each other.
- Enable automated payment for purchases using OmniCoin and Bitcoin cryptocurrencies.
- Reward users who provide services that benefit other users and the marketplace.
- Distribute free OmniCoins to users who join and refer their friends.
- Provide an escrow service that allows users to do business with other users that they do not know or trust.
- Track and use reputation information about users of the marketplace.

OmniCoin Tokens will be issued by either the Company directly or an affiliated entity. As used in this memorandum, the term the term “Network Launch” shall refer to the public launch of the OmniBazaar Software.

COMPANY TEAM AND MANAGEMENT

The team behind the project consists of seasoned executives, engineers, cryptocurrency experts, advisors and Purchasers. It is anticipated that the board and officer positions of the Company shall be filled by the core founders and officers of OmniBazaar, Inc. OmniBazaar, Inc. is led by an experienced operational team consisting of personnel who have deep knowledge and experience in the online marketplace development software industry, including software development, data sciences, industry research, strategy, and planning. The team also possesses strategic experience in software product deployment and marketing within the online marketplace sectors which underpins its decision-making process. In addition, OmniBazaar, Inc.’s principals have direct, hands-on experience, establishing, operating, and managing early stage and high growth companies, including staffing, planning, budgeting and effective personnel management. Their combined learning and experience in connection with the future deployment of OmniCoin Tokens and the OmniBazaar Marketplace is expected to greatly assist the Company and achieving its goals and furthering the success of the OmniCoin launch. Accordingly, the Company should benefit from the experienced and committed OmniBazaar, Inc. team.

PLANNED GOVERNANCE BY THE OMNICOIN FOUNDATION

We plan to form a not-for-profit foundation that will serve as the governance body for OmniCoin cryptocurrency. As currently envisioned, the foundation’s mandate will be to foster a strong, open ecosystem for OmniCoin. It will also provide governance, organization, legal and financial support for future development. Many cryptocurrencies and other open source projects have foundations that support them. Examples include IOTA Foundation, Ethereum Foundation, Mozilla Foundation and Linux Foundation. We intend to emulate these examples with the foundation for OmniCoin.

TERMS OF THE PURCHASE

THE SUMMARY BELOW DESCRIBES THE PRINCIPAL TERMS OF THE TOKEN SALE. CERTAIN OF THE TERMS AND CONDITIONS DESCRIBED BELOW ARE SUBJECT TO IMPORTANT LIMITATIONS AND EXCEPTIONS.

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|--------------------------------|--|
| <i>Company:</i> | OmniCoin Foundation Company |
| <i>Total Token Supply</i> | 25,000,000,000 |
| <i>Token Generation Date</i> | Tokens were generated at the time and date of the launch of the OmniBazaar, Inc. software and the OmniBazaar Market Platform (“Market Launch”). The date of Market Launch was 31 October 2018. |
| <i>Tokens Offered for Sale</i> | 8,400,000,000 (33.6% of total) |
| <i>Token Sale Periods</i> | Pre-sale—November 2018 Phase I—December 2018 Phase II—January 2019 Phase III—February 2019 (All dates are approximate. Official sale dates will be announced on the OmniCoin website (www.omnicoin.net .) |
| <i>Token Sale Amounts</i> | Pre-sale—1,400,000,000 @ \$0.0015 = \$2,100,000 USD Phase I—2,000,000,000 @ \$0.002 = \$4,000,000 USD |

Phase II—2,000,000,000 @ \$0.0025 = \$5,000,000 USD
Phase III—3,000,000,000 @ \$0.003 = \$9,000,000 USD

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|----------------------------------|---|
| <i>Soft Cap</i> | None. (OmniBazaar is operational and OmniCoin tokens are exchangeable in the marketplace.) |
| <i>Hard Cap</i> | \$20,100,000 USD |
| <i>Form of Payment:</i> | ETH, or BTC. The Tokens shall be deemed in U.S. dollars, and payments in ETH or BTC shall be valued in U.S. dollars at the then-current price of ETH or BTC across exchanges at the time of entry into the Token. Company reserves the right at any time to allow payment in solely one or any combination of the foregoing currencies. |
| <i>Method of Payment</i> | Purchasers who complete the required identity verification and whitelisting processes will be provided access to an exchange function and instructions within the OmniBazaar application that will allow immediate purchase of OmniCoin. |
| <i>Purchase Restrictions</i> | Not available to citizens and residents of the United States. Also restricted: China, Canada, Cayman Islands, Iran, Syria, Sudan, Cuba, Burma, Côte d'Ivoire. White-listing and identity verification required (KYC/AML/CFT). Token owners will have no rights of management, profits or dividends for either the Company or OmniBazaar, Inc. |
| <i>Use of Proceeds:</i> | <p>OmniCoin Foundation Company will serve as the governance body for OmniCoin cryptocurrency. As currently envisioned, the foundation's mandate will be to foster a strong, open ecosystem for OmniCoin. It will also provide governance, organization, legal and financial support for future development.</p> <p>The Company expects that a substantial amount of all proceeds of the Offering will be used by the Company to further the development and use of the OmniCoin and the OmniBazaar Marketplace Platform. A more detailed breakdown of the anticipated Use of Proceeds is available in the White Paper attached as Exhibit A to this Memorandum.</p> |
| <i>Documentation:</i> | Purchase and sale of the Tokens shall be on the terms and conditions set forth on the Company website or the websites and materials of its affiliates and agents which will contain certain representations, warranties and covenants of the Company and the purchasers, and other provisions. |
| <i>Other Token Distribution:</i> | In addition to distribution of the Tokens that are the subject of this Token Sale, almost fourteen billion (13,800,000,000) OmniCoin Tokens will also be distributed to users, transaction processors and service providers within the OmniBazaar Marketplace Platform. These service providers are important to the network's creation, development, growth, and maintenance. Two and one half billion (2,520,000,000) OmniCoins will be distributed to OmniBazaar, Inc. for development over the span of four years. |

RISK FACTORS

Purchase of the Tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Memorandum and the White Paper, before making a purchase decision.

RISKS ASSOCIATED WITH PURCHASE OF THE TOKENS

OMNIBAZAAR, INC. AND OMNICOIN ARE NEW ENTRANTS IN A COMPETITIVE MARKET.

The online marketplace arena is large, highly competitive, and subject to rapidly evolving technology, changing customer needs, as well as constant introductions of new products. OmniCoin will face competition from a broad spectrum of technology providers, from large established vendors to smaller and more specialized companies. The basis of this competition may be based on a range of factors including speed of retrieval, speed, transaction parameters and fees, reliability, cost and security. We also expect OmniCoin to face competition from other blockchain-based distributed online marketplace companies.

THE COMPANY IS A “START-UP” COMPANY.

Financial and operating risks confronting startups are significant: The Company is not immune to these. The startup market in which the Company competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.

THE UNDERLYING OMNIBAZAAR MARKETPLACE PATENT MAY NOT PROVIDE ANY MEANINGFUL PROTECTION AND OMNIBAZAAR, INC. MAY INCUR COSTLY LITIGATION TO PROTECT ITS PROPRIETARY TECHNOLOGY.

The Company's success depends, to some extent, on the protection of OmniBazaar, Inc.'s proprietary rights. OmniBazaar, Inc. relies on a combination of patents, copyrights, trademark and trade secret laws, non-disclosure agreements and other intellectual property protection methods to protect OmniBazaar, Inc.'s proprietary technology. These proprietary rights may not provide the competitive advantages that OmniBazaar expects. Despite OmniBazaar, Inc.'s and/or the Company's efforts to protect OmniBazaar, Inc.'s intellectual property, the Company's competitors may be able to legitimately ascertain the non-patented proprietary technology embedded in OmniBazaar, Inc.'s and/or the Company's systems. If this occurs, OmniBazaar, Inc. and/or the Company may not be able to prevent their use of this technology. OmniBazaar, Inc.'s and/or the Company's means of protecting the its proprietary rights may not be adequate and OmniBazaar, Inc.'s patents may not be sufficiently broad to prevent others from using technology that is similar to or the same as OmniBazaar, Inc.'s and/or the Company's technology. In addition, patents issued to OmniBazaar, Inc. might be challenged, and might be invalidated or circumvented and any rights granted under OmniBazaar, Inc.'s patents may not provide adequate protection to OmniBazaar, Inc. and/or the Company. The Company's competitors may independently develop similar technology, duplicate features of the OmniBazaar Marketplace Platform or design-around patents that have been or may be issued to OmniBazaar, Inc.. As a result of these threats to OmniBazaar, Inc.'s proprietary technology, the Company may have to resort to costly litigation to enforce or defend the Company's intellectual property rights.

Further, the OmniBazaar, Inc.'s and/or the Company's efforts to protect OmniBazaar, Inc.'s intellectual property may be less effective in some countries where intellectual property rights are not as well protected as in the United States. Many U.S. companies have encountered substantial problems in protecting their

proprietary rights against infringement in foreign countries. If OmniBazaar, Inc.'s and/or the Company's fails to adequately protect OmniBazaar, Inc.'s intellectual property in these countries, it could be easier for the Company's competitors to sell competing products.

THE COMPANY MAY BE FORCED TO CEASE OPERATIONS OR TAKE ACTIONS THAT RESULT IN A DISSOLUTION EVENT.

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability by the Company to establish the OmniBazaar Marketplace Platform's or the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Company may no longer be viable to operate, and the Company may dissolve or take actions that result in a Dissolution Event.

THE TAX TREATMENT OF THE TOKEN, THE PURCHASE RIGHTS CONTAINED THEREIN, AND THE TOKEN DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR PURCHASERS UPON CERTAIN FUTURE EVENTS.

The tax characterization of the Tokens is uncertain, and each Purchaser must seek its own tax advice in connection with a purchase of the Token. A purchase of Tokens may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes and tax reporting requirements. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors with respect to tax treatment of a purchase of the Token and the purchase rights contained therein.

THEFT OF OFFERING PROCEEDS

There may be attempts to steal the Offering proceeds received by OmniCoin (including the fiat currency amount converted therefrom). Such a theft or attempted theft may adversely affect the ability of OmniCoin to fund the development of the Token and the OmniBazaar Marketplace Platform. While OmniCoin will adopt commercially reasonable technical solutions to keep the Offering proceeds safe, certain cyber thefts could be unpreventable.

THE LOSS OR DESTRUCTION OF A PRIVATE KEY REQUIRED TO ACCESS BLOCKCHAIN ASSETS MAY BE IRREVERSIBLE. OUR OR YOUR LOSS OF ACCESS TO PRIVATE KEYS - OR ANY OTHER DATA LOSS CONCERNING OUR BLOCKCHAIN ASSETS - COULD HAVE A MATERIAL ADVERSE EFFECT ON THE OMNIBAZAAR MARKETPLACE PLATFORM.

Blockchain assets include, without limitation, Bitcoins and other cryptocurrencies, Ether, OmniCoin Tokens and other cryptographic tokens. Blockchain assets are controllable only by those who know the unique private cryptographic key relating to the network address at which the blockchain assets are held. We and you are required by the operation of many blockchain networks to publish the addresses concerning blockchain assets in use by us. To the extent a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, we or you may not be able to access the blockchain asset associated with the corresponding address and the private key will not be capable of being restored by the network. Any loss of private keys relating to digital wallets used to store blockchain assets could have a material adverse effect on our business or you.

RISKS ASSOCIATED WITH THE TOKENS AND THE OMNIBAZAAR MARKETPLACE PLATFORM

THE OMNIBAZAAR MARKETPLACE PLATFORM MAY NOT BE WIDELY ADOPTED AND MAY HAVE LIMITED USERS.

It is possible that the OmniBazaar Marketplace Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development

of distributed ecosystems (such as the OmniBazaar Marketplace Platform) more generally or distributed applications to be used on the OmniBazaar Marketplace Platform. Such a lack of use or interest could negatively impact the development of the OmniBazaar Marketplace Platform and therefore the potential utility and value of Tokens.

OMNICOIN MAY NOT BE ABLE TO BUILD STRONG BRAND LOYALTY IN THE SOCIAL MEDIA LANDSCAPE.

OmniCoin believes that brand name recognition is of great importance to the sustainability of OmniCoin and/or the OmniBazaar Marketplace Platform. There is no assurance that OmniCoin will be able to gain acceptance in the social media, social media marketing, social media software industry. A failure by OmniCoin to develop its brand name would have a material adverse effect on the business, results of operations and value of the OmniCoin Tokens.

OMNICOIN MAY NOT BE ABLE TO ACHIEVE PRODUCT/SERVICES ACCEPTANCE.

Broad market acceptance of the OmniBazaar Marketplace Platform products/services by existing and new users and customers, and other parties is critical to OmniCoin's future success and likely the success of the OmniCoin Token. The operations of a new company and development of brands and products of new businesses entails numerous risks with respect to execution and operating issues, any of which could have a detrimental effect on the results of operations. This is especially so in the online marketplace and e-commerce software industry.

AS THE COMPANY HAS NO SALES AND MARKETING CAPABILITIES, IT WILL BE REQUIRED TO EITHER DEVELOP SUCH CAPABILITIES OR TO OUTSOURCE THESE ACTIVITIES TO THIRD PARTIES.

The Company currently has limited sales or marketing capabilities. In order to succeed, it ultimately will be required to either develop such capabilities or to outsource these activities to third parties. The Company can provide no assurance that third parties will be interested in acting as our outsourced sales and marketing arms on a timely basis, on commercially reasonable terms, or at all. If we are unable to establish sales and marketing capabilities either by developing our own organization or by entering into agreements with others, this may have a material adverse effect upon our business, prospects, financial condition, and results of operations. Further, in the event that we are required to outsource these functions on disadvantageous terms, we may be required to pay a relatively large portion of our net revenue to these organizations, which would have a material adverse effect upon our business, prospects, financial condition, and results of operations.

COMPETITION PRESENTS AN ONGOING THREAT TO THE SUCCESS OF OUR BUSINESS.

Many of our current and potential competitors have longer operating histories, significantly greater financial, marketing and other resources and larger client bases than we do. These factors may allow our competitors to benefit from their existing client base with lower client acquisition costs or to respond more quickly than we can to new or emerging technologies and changes in consumer habits. These competitors may engage in more extensive research and development efforts, undertake more far-reaching marketing campaigns and adopt more aggressive pricing policies, which may allow them to build larger client bases or generate revenue from their client bases more effectively than we do.

ALTERNATIVE NETWORKS MAY BE ESTABLISHED THAT COMPETE WITH OR ARE MORE WIDELY USED THAN THE OMNIBAZAAR MARKETPLACE PLATFORM.

It is possible that alternative platforms could be established that utilize the same or similar code and protocol underlying the OmniBazaar Marketplace Platform and attempt to facilitate services that are

materially similar to the OmniBazaar Marketplace Platform's services. The OmniBazaar Marketplace Platform may compete with these alternative networks, which could negatively impact the OmniBazaar Marketplace Platform and the value of the Tokens.

THE OMNIBAZAAR MARKETPLACE PLATFORM MAY BE THE TARGET OF MALICIOUS CYBERATTACKS OR MAY CONTAIN EXPLOITABLE FLAWS IN ITS UNDERLYING CODE, WHICH MAY RESULT IN SECURITY BREACHES AND THE LOSS OR THEFT OF TOKENS.

If the OmniBazaar Marketplace Platform's security is compromised or if the OmniBazaar Marketplace Platform is subjected to attacks that frustrate or thwart our users' ability to access the OmniBazaar Marketplace Platform, their Tokens or the OmniBazaar Marketplace Platform products and services, users may cut back on or stop using the OmniBazaar Marketplace Platform altogether, which could seriously curtail the utilization of the Tokens and cause a decline in the market price of the Tokens.

The OmniBazaar Marketplace Platform structural foundation, the protocol, the software application and other interfaces or applications built upon the OmniBazaar Marketplace Platform are still in an early development stage and are unproven, and there can be no assurances that the OmniBazaar Marketplace Platform and the creating, transfer or storage of the Tokens will be uninterrupted or fully secure which may result in a complete loss of users' Tokens or an unwillingness of users to access, adopt and utilize the OmniBazaar Marketplace Platform.

Further, the OmniBazaar Marketplace Platform may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the OmniBazaar Marketplace Platform which may result in the loss or theft of Tokens. For example, if OmniCoin and the OmniBazaar Marketplace Platform are subject to unknown and known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), this may materially and adversely affect the OmniBazaar Marketplace Platform. In any such event, or if the OmniBazaar Marketplace Platform is not widely adopted, Purchasers may lose all of their purchase.

THE SUITABILITY OF THE BLOCKCHAIN NETWORKS ON WHICH WE RELY COULD DECLINE DUE TO A VARIETY OF CAUSES, ADVERSELY AFFECTING OUR BUSINESS OR THE FUNCTIONALITY AND VALUE OF THE OMNICOIN TOKEN. BLOCKCHAIN NETWORKS ARE BASED ON SOFTWARE PROTOCOLS THAT GOVERN THE PEER-TO-PEER INTERACTIONS BETWEEN COMPUTERS CONNECTED TO THESE NETWORKS.

The suitability of the networks for our business or the functionality of the OmniCoin Token depends upon a variety of factors, including:

- The effectiveness of the informal groups of (often uncompensated) developers contributing to the protocols that underlie the networks;
- Effectiveness of the network validators (sometimes called "miners") and the network's consensus mechanisms to effectively secure the networks against confirmation of invalid transactions;
- Disputes among the developers or validators of the networks;
- Changes in the consensus or validation schemes that underlie the networks, including without limitation shifts between so-called "Distributed Proof of Stake (DPoS)" and "Proof of Participation (PoP)" schemes;
- The failure of cyber security controls or security breaches of the networks;
- The existence of other competing and operational versions of the networks, including without limitation so called "forked" networks;

- The existence of undiscovered technical flaws in the networks;
- The development of new or existing hardware or software tools or mechanisms that could negatively impact the functionality of the systems;
- The price of blockchain assets associated with the networks;
- Intellectual property rights-based or other claims against the networks' participants; or
- The maturity of the computer software programming languages used in connection with the networks.

Unfavorable developments or characteristics of any of the above circumstances could adversely affect our business or the functionality and value of the Token.

RISKS RELATED TO BLOCKCHAIN TECHNOLOGIES AND DIGITAL ASSETS

NOTE: THIS SECTION DISCUSSES RISKS RELATED THE SECURITIES REGULATIONS OF VARIOUS NATIONS AND STATES. THESE RISKS INCLUDE THE POSSIBILITY OF STATE, NATIONAL, OR OTHER GOVERNMENTS POTENTIALLY CHARACTERIZING THE TOKENS AS “SECURITIES” UNDER THEIR OWN LEGAL RULES, LAWS, REGULATIONS. SUCH RISKS ARE PRIMARILY DISCUSSED THROUGH THE LENS OF UNITED STATES SECURITIES LAWS. ALTHOUGH THE TOKENS ARE NOT BEING OFFERED TO UNITED STATES PERSONS, US SECURITIES LAWS ARE SIMILAR TO THE SECURITIES LAWS OF VARIOUS OTHER MAJOR WESTERN NATIONS, SUCH AS CANADA OR THE UNITED KINGDOM. WE FORESEE THAT REGULATORY DEVELOPMENTS AND PRONOUNCEMENTS IN THE UNITED STATES MAY PORTEND REGULATORY ACTION BY OTHER NATIONS. SO, WE HAVE CHOSEN TO DISCUSS CERTAIN RISKS IN TERMS OF US SECURITIES REGULATIONS.

THE REGULATORY REGIME GOVERNING THE BLOCKCHAIN TECHNOLOGIES, CRYPTOCURRENCIES, TOKENS AND TOKEN OFFERINGS SUCH AS OMNIBAZAAR MARKETPLACE PLATFORM AND THE TOKENS IS UNCERTAIN, AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE DEVELOPMENT OF THE OMNIBAZAAR MARKETPLACE PLATFORM AND THE UTILITY OF THE TOKENS.

Regulations effecting tokens (including the OmniCoin Token) token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently are undeveloped and likely to rapidly evolve. Regulations vary significantly among international, federal, state and local jurisdictions and are subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the OmniBazaar Marketplace Platform and the adoption and utility of the Tokens. Failure by the Company, or certain users of the OmniBazaar Marketplace Platform to comply with any laws, rules and regulations, some of which may not exist yet, or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, federal and state agencies of various nations have begun to take interest in, and in some cases regulate, their use and operation. In the case of virtual currencies, U.S. state regulators like the New York Department of Financial Services have created new regulatory frameworks.

The regulation of non-currency use of blockchain assets is also uncertain. For example, in the U.S., certain agencies have publicly taken the position that certain blockchain assets are commodities, and the U.S. Securities and Exchange Commission has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a government or quasi-governmental

agency exerts regulatory authority over a blockchain network, exchange, or asset, the OmniBazaar Marketplace Platform and the Tokens may be materially and adversely affected.

Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, China and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the OmniBazaar Marketplace Platform. Such laws, regulations or directives may conflict with each other or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the OmniBazaar Marketplace Platform and the adoption and utility of the Tokens.

New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

THIS ISSUANCE OF THE OMNICOIN TOKEN MAY BE DEEMED TO CONSTITUTE THE ISSUANCE OF A "SECURITY" UNDER U.S. FEDERAL SECURITIES LAWS AND/OR THE LAWS OF OTHER NATIONAL AND FOREIGN JURISDICTIONS.

We believe that OmniCoin Token is a "utility token" that has a specific consumptive use. In particular, it is anticipated to permit its holders to have meaningful participation the OmniBazaar Marketplace Platform, to obtain goods and services, and to interact with service providers on the OmniBazaar Marketplace Platform. Due to forgoing characteristics of OmniCoin and/or the OmniBazaar Marketplace Platform, we do not believe OmniCoin Token should be considered a "security".

We believe that the OmniCoin Token should not be considered a "security" under U.S. securities laws or the securities laws of various nations. Nevertheless, the issuance of tokens represents a new paradigm and the application of the securities laws to this new paradigm is very fact specific. If the OmniCoin Token were deemed to be a security under any nation's securities laws then, prior to the issuance of the OmniCoin Tokens that are the subject of this Token Sale, we may be required to register to such issuance under the applicable national securities laws. The registration of OmniCoin Token under such national securities laws would result in significant delay in the issuance of the OmniCoin Token and would require us to incur substantial additional expense. Moreover, we cannot guarantee that such registration would be short or economically feasible, meaning that Purchasers may lose the entire value of their purchase, in such event.

FAILURE TO COMPLY WITH FEDERAL, STATE AND INTERNATIONAL PRIVACY LAWS AND REGULATIONS, OR THE EXPANSION OF CURRENT OR THE ENACTMENT OF NEW PRIVACY LAWS OR REGULATIONS, COULD ADVERSELY AFFECT OUR BUSINESS.

A variety of federal, state and international laws and regulations govern the collection, use, retention, sharing and security of consumer data, in addition to the employment of personal information in a commercial context. This is especially so in the case of personal location information, which may implicate the application of various privacy laws affecting personal location information, and any amendments thereto, including state and national counterpart statutes. The existing privacy-related laws and regulations are evolving and subject to potentially differing interpretations. In addition, various international, federal, state and foreign legislative and regulatory bodies may expand current or enact new laws regarding privacy matters and related matters. For example, recently there have been international hearings and increased attention to the capture and use of location-based information relating to users of smartphones and other mobile devices. Several internet companies have incurred penalties for failing to abide by the representations made in their privacy policies and practices. In addition, several states have adopted legislation that requires businesses to implement and maintain reasonable security procedures and

practices to protect sensitive personal information and to provide notice to consumers in the event of a security breach. Any failure, or perceived failure, by us to comply with our posted privacy policies or with any data-related consent orders, or other federal, state or international privacy or consumer protection-related laws, regulations or industry self-regulatory principles could result in claims, proceedings or actions against us by governmental entities or others or other liabilities, which could adversely affect our business. In addition, a failure or perceived failure to comply with industry standards or with our own privacy policies and practices could result in a loss of users or merchants and adversely affect our business. International governmental authorities continue to evaluate the privacy implications inherent in the use of third-party web "cookies" for behavioral advertising. The regulation of these cookies and other current online advertising practices could adversely affect our business. The Company may have to adapt to such regulations, which may come at a significant expense to the Company and/or may implicate the Company in claims by state and federal agencies of various nations, as well as private parties, based on the violation of these new laws, rules, and regulations.

THE FURTHER DEVELOPMENT AND ACCEPTANCE OF BLOCKCHAIN NETWORKS, INCLUDING OMNICOIN AND THE OMNIBAZAAR MARKETPLACE PLATFORM, WHICH ARE PART OF A NEW AND RAPIDLY CHANGING INDUSTRY, ARE SUBJECT TO A VARIETY OF FACTORS THAT ARE DIFFICULT TO EVALUATE. THE SLOWING OR STOPPING OF THE DEVELOPMENT OR ACCEPTANCE OF BLOCKCHAIN NETWORKS AND BLOCKCHAIN ASSETS WOULD HAVE AN ADVERSE MATERIAL EFFECT ON THE SUCCESSFUL DEVELOPMENT AND ADOPTION OF THE OMNIBAZAAR MARKETPLACE PLATFORM AND VALUE OF THE TOKENS.

The growth of the blockchain industry in general, as well as the blockchain networks with which the OmniBazaar Marketplace Platform will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of Bitcoin, and other blockchain technologies;
- Government and quasi-government regulation of Bitcoin, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of the Bitcoin networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of Bitcoin or other blockchain-based tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the OmniBazaar Marketplace Platform and the Tokens.

THE PRICES OF BLOCKCHAIN ASSETS ARE EXTREMELY VOLATILE. FLUCTUATIONS IN THE PRICE OF DIGITAL ASSETS COULD MATERIALLY AND ADVERSELY AFFECT OUR BUSINESS, AND THE TOKENS MAY ALSO BE SUBJECT TO SIGNIFICANT PRICE VOLATILITY.

The prices of blockchain assets such as Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Purchasers' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the OmniBazaar Marketplace Platform;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the OmniBazaar Marketplace Platform;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded;
- Investment and trading activities of large Purchasers, including private and registered funds, that may directly or indirectly invest in the OmniBazaar Marketplace Platform or OmniCoin Tokens or other blockchain assets;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of the OmniCoin Token;
- Global or regional political, economic or financial events and situations; or
- Expectations among OmniBazaar Marketplace Platform or other blockchain assets participants that the value of the Tokens or other blockchain assets will soon change.

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

THERE IS NO EXISTING TRADING MARKET FOR THE OMNICOIN TOKENS AND AN ACTIVE TRADING MARKET MAY NOT DEVELOP.

The OmniCoin Tokens are a new issue of digital tokens for which there is no established public market. Although we intend to list the OmniCoin Tokens on several cryptocurrency exchanges, there can be no assurance that such exchanges will accept the listing of OmniCoin Tokens or maintain the listing if it is accepted. There can be no assurance that a secondary market will develop or, if a secondary market does develop, that it will provide the holders with liquidity of purchase or that it will continue for the life of the OmniCoin Tokens. The liquidity of any market for the OmniCoin Tokens will depend on a number of factors, including:

- the number of holders of OmniCoin Tokens;
- the Company's and OmniBazaar, Inc.'s performance and financial condition;
- the market for similar digital tokens;
- the interest of traders in making a market in the OmniCoin Tokens; and
- regulatory developments in the digital token or cryptocurrency industries.

The digital token market is a new and rapidly developing market which may be subject substantial and unpredictable disruptions that cause significant volatility in the prices of digital tokens. We cannot assure you that the market, if any, for the OmniCoin Tokens will be free from such disruptions or that any such disruptions may not adversely affect your ability to sell your OmniCoin Tokens. Therefore, we cannot assure you that you will be able to sell your OmniCoin Tokens at a particular time or that the price you receive when you sell will be favorable.

RISKS ASSOCIATED WITH THE COMPANY

PURCHASERS WILL HAVE NO CONTROL AND THE COMPANY MAY HAVE ONLY LIMITED CONTROL AFTER THE NETWORK LAUNCH OCCURS.

OmniCoin and the OmniBazaar Marketplace use certain proprietary and open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, the Company anticipates having limited control over the OmniCoin Token and the OmniBazaar Marketplace Platform once launched. In addition, the Purchasers are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything be construed to confer on the Purchasers any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

THERE MAY BE OCCASIONS WHEN CERTAIN INDIVIDUALS INVOLVED IN THE DEVELOPMENT AND LAUNCH OF THE OMNIBAZAAR MARKETPLACE PLATFORM MAY ENCOUNTER POTENTIAL CONFLICTS OF INTEREST, SUCH THAT SAID PARTY MAY AVOID A LOSS, OR EVEN REALIZE A GAIN, WHEN OTHER PURCHASERS IN OMNICOIN ARE SUFFERING LOSSES.

Purchasers of Tokens may also have conflicting purchase, tax, and other interests with respect to Token purchases, which may arise from the terms of the Token, the OmniCoin's code, the OmniBazaar Marketplace Platform, the timing of the Network Launch or other factors. Decisions made by the key employees of OmniBazaar, Inc. on such matters may be more beneficial for some Purchasers than for others.

PURCHASERS MAY LACK INFORMATION FOR MONITORING THEIR PURCHASE.

The Purchaser may not be able to obtain all information it would want regarding the Company, OmniCoin, or the OmniBazaar Marketplace Platform, on a timely basis or at all. It is possible that the Purchaser may not be aware on a timely basis of material adverse changes that have occurred with respect to certain of its purchases. As a result of these difficulties, as well as other uncertainties, a Purchaser may not have accurate or accessible information about the OmniBazaar Marketplace Platform.

OMNIBAZAAR, INC. AND THE OMNICOIN/OMNIBAZAAR MARKETPLACE PLATFORM HAVE NO HISTORY.

The Company was organized in June 2018, has only recently commenced operations and has no financial track record or prior performance history on which it can be evaluated. The Company has only recently commenced operations, and there can be no assurance that Company will be able to continue generate revenue after the consummation of this Offering. As a result, prospective Purchasers have very limited financial or other information regarding the financial performance of Company or information on the Company's future prospects to assist in making their purchase decision.

The OmniCoin Token will be a newly established token and has no operating history. Each Token should be evaluated on the basis that the Company's or any third party's assessment of the prospects of the OmniBazaar Marketplace Platform may not prove accurate, and that the Company will not achieve its purchase objective. Past performance of OmniBazaar, Inc., or any similar token or Token, is not predictive of future results.

WE ARE DEPENDENT ON CERTAIN KEY PERSONNEL.

The Company is dependent on the services of its management, including but not limited to Richard Crites. The implementation of Company strategy requires the retention of a leadership team that is capable of shepherding the OmniBazaar Marketplace Platform within the overall online marketplace market. The loss of services of any of these individuals and the experts they recruit, could impair Company's ability to execute its planned operations, and manage the operations of the business, and could have a material adverse effect on Company's business, financial condition and results of operations. Our officers and directors are not bound by an employment agreement that prohibits them from ending his or her employment at any time. Competition for qualified personnel in our industry and geographical location is intense. We cannot assure you that we will be successful in attracting, integrating, retaining and motivating a sufficient number of qualified employees to conduct our business in the future.

NO OBLIGATION OF FULL-TIME SERVICE.

Neither the directors nor the officers of Company have an obligation to devote their full time to the business of Company. Directors nor the officers of Company are only required to devote such time and attention to the affairs of Company as they decide is appropriate, in good faith. They may engage in other activities or ventures, including competing ventures and/or unrelated employment, which may result in various conflicts of interest with Company. Neither the directors nor the officers of Company have an obligation to devote their full time to the business of Company. Management of Company are only required to devote such time and attention to the affairs of Company as they decide is appropriate, in good faith. They and the officers of Company, may engage in other activities or ventures, including competing ventures and/or unrelated employment, which may result in various conflicts of interest with Company.

THE COMPANY MIGHT FACE INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS OR PATENT DISPUTES THAT MAY BE COSTLY TO RESOLVE AND, IF RESOLVED AGAINST COMPANY, COULD BE VERY COSTLY TO COMPANY AND PREVENT COMPANY FROM PROVIDING COMPANY'S SERVICES.

From time to time, claims and proceedings may be asserted against Company relative to patent validity or infringement matters. The Company's involvement in any patent dispute or other intellectual property dispute or action to protect trade secrets, even if the claims are without merit, could be very expensive to defend and could divert the attention of Company's management. Adverse determinations in any litigation could subject Company to significant liabilities to third parties, require Company to seek costly licenses from third parties and prevent Company from manufacturing and selling Company's products. Any of these situations could have a material adverse effect on Company. If claims of infringement are asserted against Company's customers, those customers may seek indemnification from Company for damages or expenses they incur.

PAST PERFORMANCE IS NOT NECESSARILY A GUIDE TO FUTURE PERFORMANCE.

Although the Company management team and advisors may have managed startup and crypto related ventures, including but not limited to OmniBazaar, a prospective Purchaser should understand that such results are not predictors of future results. Moreover, prospective Purchasers should recognize that any token sale purchase possesses a unique array of challenges, exigencies, difficulties, and unforeseen circumstances that neither the prior results nor the experience of the Company management may be capable of preventing or overcoming.

THE COMPANY DOES NOT OWE YOU ANY FIDUCIARY DUTIES.

Direct purchasers in companies are generally owed an obligation by company of good faith, fairness in all dealings and other fiduciary duties. However, to the extent permitted by law, Token holders will not be entitled to any such protections from the Company. Accordingly, Token holders will have very limited, if any, rights of recovery against the Company if such parties engage in gross negligence or act against the interests of the Token holders. Furthermore, the Company has no obligation to Token holders to enforce any rights that it may be deemed to have against the Company's management and executive team or the Company.

VENTURE CAPITAL RISKS.

Each purchaser of the OmniCoin Token must affirm and acknowledge (i) that early stage and startup purchases are generally highly risky, volatile, and unpredictable; (ii) the venture capital industry and venture capital investing, the early stage and startup company lending industry, and the early stage and startup company finance industry in general are subject to significant ebbs and flows and market shifts; (iii) that your purchase of the OmniCoin Token may not generate sufficient cash flow, returns, and/or repayment monies to return your purchase, provide sufficient cash flows, or otherwise satisfied any of your purchase goals and/or budgetary requirements; and (iv) that the value of any OmniCoin Tokens may decline, thereby potentially lowering the likelihood of achieving a return of such purchaser's purchase monies.

NO DIVERSIFICATION.

The value of the OmniCoin Token will be susceptible to greater risk than a purchase fund with a diversified portfolio of companies in various industries and sectors of the economy. The specific risks faced by technology companies and therefore Company include: (1) rapidly changing science and technologies; (2) new competing products and improvements in existing products which may quickly render existing products or technologies obsolete; (3) exposure, in certain circumstances, to a high degree of government regulation, making these companies susceptible to changes in government policy and failures to secure, or unanticipated delays in securing, regulatory approvals; (4) scarcity of management, technical, scientific,

research and marketing personnel with appropriate training; (5) the possibility of lawsuits related to patents and intellectual property; and (6) rapidly changing Purchaser sentiments and preferences with regard to technology sector purchases. In addition, if Company is unable to become successful, or profitable, its negative impact on the return to Token holders will not be mitigated by the performance of any other purchase.

USE OF PROCEEDS

We have formed the Company as a point of sale for the Tokens but also as a foundation that will serve as the governance body for OmniCoin cryptocurrency. As currently envisioned, the foundation's mandate will be to foster a strong, open ecosystem for OmniCoin. It will also provide governance, organization, legal and financial support for future development.

The Company expects that a substantial amount of all of the proceeds of the Offering will be used by the Company to further the development and use of the OmniCoin and the OmniBazaar Marketplace Platform. A more detailed breakdown of the anticipated Use of Proceeds is available in the White Paper attached as Exhibit A to this Memorandum.

DISPUTE RESOLUTION

Each OmniCoin Token purchaser shall agree that any cause of action arising out of or related to the Offering must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Each OmniCoin Token purchaser shall agree that, except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under these Additional Terms shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by arbitrators appointed in accordance with such rules.

Each OmniCoin Token purchaser shall agree any arbitration shall take place in the Cayman Islands in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce these Terms shall be entitled to costs and attorneys' fees.

PURCHASER QUALIFICATIONS AND PLAN OF DISTRIBUTION

Each OmniCoin Token purchaser will be required to represent that such purchaser's overall commitment to purchase tokens which may not be readily marketable is not disproportionate to such purchaser's net worth, and that such purchaser's purchase of the Company will not cause such overall commitment to become excessive; that such purchaser can sustain a complete loss of such purchaser's purchase of the Tokens and has limited need for liquidity in such purchaser's purchase of the Tokens; and that such purchaser has evaluated the risks of investing in the Tokens.

The Company may reject a purchase of the OmniCoin Token for any reason in its sole and absolute discretion. If a purchase is rejected, the payment remitted by the Purchaser will be returned without interest. Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the purchase rights set forth in the Token offered hereby because: (i) a purchase of the Tokens involves a number of significant risks (See "Risk Factors"); and (ii) no market for the Tokens or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a sale of Tokens and not the offering of securities, thereby

making such sale exempt from registration under the Securities Act and other potentially applicable national or state securities laws.

THE BELOW SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE PURCHASER NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE PURCHASER'S SUBSCRIPTION NECESSARILY MEANS THAT THE UNITS ARE A SUITABLE INVESTMENT FOR THE PURCHASER. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE PURCHASER AND HIS OR HER ADVISORS, IF ANY.

NON-US PURCHASERS

A Non-US Purchaser who purchases OmniCoin Tokens must be a "non-U.S. Person" as defined in Rule 902(k) of Regulation S under the Securities Act. A non-U.S. Person according to Rule 902 (k) means:

- i. A natural person who resides outside of the U.S. and its territories;
- ii. A foreign corporation or partnership formed outside of the U.S. and its territories and with its principal place of business outside of the U.S.;
- iii. Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- iv. Any estate which is governed by foreign law and of which any professional fiduciary acting as executor is a non-U.S. person as defined above in (i);
- v. Any trust existing outside of the U.S. and organized according to the laws of a foreign nation;
- vi. Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared purchase discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person.

All non-US Purchasers will be required to verify their status as non-U.S. Persons.

OTHER REQUIREMENTS; ANTI-MONEY LAUNDERING; OFAC.

The OmniCoin Token purchaser should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. Token purchaser hereby represents and warrants to the Company as follows:

- (a) The Token purchaser represents that (i) no part of the funds used by the Token purchaser to acquire the OmniCoin Tokens or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Token purchaser and no distribution to the Token purchaser shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Token purchaser acknowledges and agrees that, notwithstanding

anything to the contrary contained in the Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the OmniCoin Tokens, and the Token purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- (b) To the best of the OmniCoin Token purchaser's knowledge, none of: (1) the OmniCoin Token purchaser; (2) any person controlling or controlled by the Token purchaser; (3) if the Token purchaser is a privately-held entity, any person having a beneficial interest in the OmniCoin Token purchaser; or (4) any person for whom the Token purchaser is acting as agent or nominee in connection with this purchase is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective subscriber if such prospective Purchaser cannot make the representation set forth in this paragraph. The OmniCoin Token purchaser agrees to promptly notify the Company should the OmniCoin Token purchaser become aware of any change in the information set forth in these representations. The Token purchaser understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Token purchaser, either by prohibiting additional subscriptions from the OmniCoin Token purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Token purchaser's identity to OFAC. The Token purchaser further acknowledges that the Company may, by written notice to the Token purchaser, suspend the redemption rights, if any, of the Token purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.
- (c) To the best of the OmniCoin Token purchaser's knowledge, none of: (1) the Token purchaser; (2) any person controlling or controlled by the Token purchaser; (3) if the Token purchaser is a privately-held entity, any person having a beneficial interest in the Token purchaser; or (4) any person for whom the OmniCoin Token purchaser is acting as agent or nominee in connection with this purchase is a senior foreign political figure²,

or any immediate family³ member or close associate⁴ of a senior foreign political figure, as such terms are defined in the footnotes below.

- (d) If the OmniCoin Token purchaser is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if the Token purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Token purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

² A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

- (e) The OmniCoin Token purchaser acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “FATCA Provisions”). In furtherance of these efforts, the Token purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The OmniCoin Token purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the OmniCoin Token purchaser and such other reasonably necessary or advisable action by the Company with respect to the OmniCoin Tokens (including, without limitation, required withdrawal), and the Token purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

| The USA PATRIOT Act | What is money laundering? | How big is the problem and why is it important? |
|---|--|--|
| <p>The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act impose new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect. To help you understand these efforts, the Placement Agent wants to provide you with some information about money laundering and the Placement Agent's efforts to help implement the USA PATRIOT Act.</p> | <p>Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.</p> | <p>The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.</p> |

| What the Company is required to do to help eliminate money laundering? | |
|--|--|
| <p>Under new rules required by the USA PATRIOT Act, the Company's anti- money laundering program must designate a special compliance officer, set up employee training, conduct independent audits and establish policies and procedures designed to detect and report suspicious transaction and ensure compliance with the new laws and rules.</p> | <p>As part of the Company's required program, it may ask you to provide various identification documents or other information. Until you provide the information or documents that the Company needs, it may not be able to effect any transactions for you.</p> |

NOTICE TO PURCHASERS

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OF, OR AN INVITATION TO PURCHASE, THE OMNICOIN TOKENS IN ANY JURISDICTION IN WHICH SUCH OFFER OR SALE WOULD BE UNLAWFUL. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") NOR ANY STATE, PROVINCIAL OR TERRITORIAL SECURITIES COMMISSION NOR ANY OTHER REGULATORY AUTHORITY OF ANY NATION HAS APPROVED OR DISAPPROVED OF THE OMNICOIN TOKENS OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE.

IN REGARD TO THE COMPANY, A FILING HAS NOT BEEN MADE WITH THE CAYMAN ISLANDS MONETARY AUTHORITY, THE MAIN REGULATOR IN THE CAYMAN ISLANDS. THE OFFERING OF OMNICOIN TOKENS IS NOT REGISTERED OR REGULATED IN THE CAYMAN ISLANDS AND THE COMPANY'S ACTIVITIES ARE NOT APPROVED OR GUARANTEED BY THE CAYMAN ISLANDS MONETARY AUTHORITY OR BY THE CAYMAN ISLANDS GOVERNMENT. NEITHER THE CAYMAN ISLANDS MONETARY AUTHORITY NOR ANY OTHER GOVERNMENTAL AUTHORITY IN THE CAYMAN ISLANDS HAS ANY OBLIGATION TO ANY PURCHASER OF OMNICOIN TOKENS AS TO THE PERFORMANCE OR CREDIT WORTHINESS OF THE COMPANY. NEITHER THE CAYMAN ISLANDS MONETARY AUTHORITY NOR ANY OTHER GOVERNMENTAL AUTHORITY IN THE CAYMAN ISLANDS HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THE OFFERING OF OMNICOIN TOKENS OR THE TERMS OF SUCH OFFERING AS SET OUT IN THIS MEMORANDUM. THE CAYMAN ISLANDS MONETARY AUTHORITY SHALL NOT BE LIABLE FOR ANY LOSSES OR DEFAULT OF THE COMPANY OR FOR THE CORRECTNESS OF ANY OPINIONS OR STATEMENTS EXPRESSED IN THIS MEMORANDUM. THERE IS NO INVESTMENT COMPENSATION SCHEME AVAILABLE IN THE CAYMAN ISLANDS TO EITHER (I) PURCHASERS OF OMNICOIN TOKENS OR (II) TO THE COMPANY.

The information in this Memorandum is current only as of the date on its cover. For any time after the cover date of this Memorandum, the information, including information concerning the business, financial condition, results of operations and prospects of the Company may have changed. Neither the delivery of this Memorandum nor any sale of OMNICOIN Tokens made hereunder shall, under any circumstances, create any implication that there have been no changes in the Company's affairs after the date of this Memorandum.

This Memorandum is a document that we are providing only to prospective purchasers of the OMNICOIN Tokens as described in this Memorandum. The purchaser is authorized to use this Memorandum solely for the purpose of considering the purchase of the OMNICOIN Tokens from the Company. The purchaser should read this Memorandum carefully in its entirety before making a decision on whether to purchase any OMNICOIN Tokens.

You expressly agree, by accepting delivery of this Memorandum, that the Company is not giving you any legal, business, financial, or tax advice. This express agreement is intended for the benefit of the Company.

The Company has prepared this Memorandum and is solely responsible for its contents. The purchaser is responsible for making his/her/its own examination and his/her/its own assessment of the merits and risks of investing in the OMNICOIN Tokens.

By purchasing any OMNICOIN Tokens, the purchaser will be deemed to have acknowledged that:

- The purchaser has reviewed this Memorandum in its entirety;

- The purchaser has been afforded an opportunity to request from the Company, and to review, and have received, all additional information considered by the purchaser to be necessary to verify the accuracy of, or to supplement, the information contained in this Memorandum;
- This Offering is being made in transactions not subject to registration under the Securities Act pursuant to Regulation S thereunder and does not comply in important respects with the rules of the SEC that would apply to an offering document relating to a public offering of securities;
- The purchaser is not a person in the Cayman Islands, or in any jurisdiction in which the offer and sale of OMNICOIN Tokens is not permitted under applicable law, and that the OMNICOIN Tokens acquired by the purchaser will not, whether directly or indirectly, be offered, sold or transferred to, or be made the subject of an invitation for subscription, purchase or acquisition by, any person in the Cayman Islands, nor a person in any jurisdiction where such transfer is not permitted under applicable law; and
- no person has been authorized to give information or to make any representation concerning the Issuer, this offering or the OMNICOIN Tokens, other than as contained in this Memorandum, in connection with the purchaser's examination of the Issuer and the terms of this offering.

The Company is not providing the purchaser with legal, regulatory, business, financial or tax advice about any matter. The purchaser should consult with his/her/its own attorney, accountant and other advisors about those matters (including determining whether the purchaser may legally participate in this Offering). The purchaser may contact the Company with any questions about this Offering.

This Memorandum contains summaries of certain agreements that the Company have entered into or will enter into in connection with this Offering. The descriptions contained in this Memorandum of these agreements do not purport to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements. Copies of such agreements will be made available without charge to the purchaser in response to a written request to us prior to closing of the Offering.

The Company intends to list the OMNICOIN Tokens on cryptocurrency exchanges. Although in the future the Company may apply to list the OMNICOIN Tokens on cryptocurrency exchanges or automated quotation systems, the Company does not currently have any plans to apply for the inclusion of the OMNICOIN Tokens in any exchange or automated quotation system.

HOLDERS OF OMNICOIN TOKENS WILL NOT BE ENTITLED TO ANY VOTING, DISTRIBUTION OR LIQUIDATION RIGHTS WITH RESPECT TO THE OMNICOIN TOKENS OR THE COMPANY. THE OMNICOIN TOKEN DOES NOT REPRESENT OR QUALIFY AS AN INTEREST IN THE COMPANY AND DOES NOT GRANT ANY EQUITY OR VOTING RIGHTS IN, OR A CLAIM AGAINST, THE COMPANY. FURTHERMORE, THE OMNICOIN TOKEN IS NOT, AND DOES NOT REPRESENT OR QUALIFY AS, A STRUCTURED PRODUCT.

THE OMNICOIN TOKEN IS NOT TIED TO AND DOES NOT PROVIDE RIGHTS OR ECONOMICS TO ANY INTEREST IN, RIGHTS TO, OR TITLE IN, THE PROFITS OR LOSS OF THE ISSUER OR THE SHARE CAPITAL OF THE COMPANY NOR OMNIBAZAAR, INC.

Each purchaser must comply with all laws and regulations that apply to him/her/it in any place in which he/she/it purchases, offers or sells any OMNICOIN Tokens or possess or distribute this Memorandum. Each purchaser must also obtain any consents, permissions or approvals that is needed in order to purchase,

offer or sell any OMNICOIN Tokens under the laws and regulations in force in any jurisdiction to which the Purchaser are subject or in which the Purchaser makes such purchases, offers or sales. The Company is not responsible for the Purchaser's compliance with these legal requirements. The Company is not making any representation to the Purchaser regarding the legality of the Purchaser's purchase of the OMNICOIN Tokens under any legal investment or similar law or regulation in any jurisdiction.

By purchasing any OMNICOIN Tokens, a purchaser will be deemed to have made certain acknowledgements, representations and agreements as described in the "Notice to Purchasers" section of this Memorandum. The Purchaser may be required to bear the financial risks of investing in the OMNICOIN Tokens for an indefinite period of time.

The OMNICOIN Tokens have not been recommended by any federal, state, provincial, territorial or foreign securities authorities, nor have any such authorities determined that this Memorandum is accurate or complete.

Notice to Prospective Purchasers in China

The OmniCoin Tokens are not being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities and other laws and regulations of the People's Republic of China.

HOW TO PURCHASE

Each OmniCoin Token purchaser shall will have to install the OmniBazaar software application, register an account within the application, and complete identity verification procedures within the application. Purchaser will need to create at least one Bitcoin (BTC) or Ether (ETH) wallet within the OmniBazaar software application and transfer funds to the wallet(s) for use in purchasing OmniCoin Tokens. Upon successful identity verification, Purchaser will have access to an area of the application where Purchaser can exchange Bitcoins and Ether for OmniCoin Tokens. OmniCoins purchased in such transactions will be credited to Purchaser's OmniCoin wallet after the purchase transaction has been processed and confirmed at least six (6) times on the Bitcoin or Ether blockchain. In the case of Bitcoin, processing and confirmations of purchase transactions should be expected to take an hour or more.

CERTAIN CAYMAN ISLANDS TAXATION CONSIDERATIONS

The following is a summary of certain Cayman Islands tax consequences to persons who purchase OMNICOIN Tokens in the Offering. The discussion does not address all of the tax consequences that may be relevant to a particular OMNICOIN Token holder. Prospective investors must consult their own tax advisers as to the Cayman Islands tax consequences of acquiring, holding and disposing of OMNICOIN Tokens, as well as the effects of tax laws of the jurisdictions of which they are citizens, residents or domiciles or in which they conduct business.

There is no income tax, corporation tax, capital gains tax or any other kind of tax on profits or gains or tax in the nature of estate duty or inheritance tax currently in effect in the Cayman Islands. The Cayman Islands are a party to a double taxation arrangement with the United Kingdom and Northern Ireland which affects (i) residents of or persons who are ordinarily resident in, either country, and (ii) are liable to pay tax in the United Kingdom and Northern Ireland. Each OMNICOIN Token holder is advised to consult his own tax advisor with respect to the specific tax implication of the double taxation arrangement.

The Cayman Islands currently imposes stamp duty on certain categories of documents; however, the contemplated operations of the Company do not involve the payment of stamp duties in any material amount.

EXHIBIT A

OMNIBAZAAR—OMNICOIN WHITE PAPER

<http://whitepaper.omnibazaar.com>

(Translations available in several languages)