

# ALAX

## SUPPLEMENT TO WHITE PAPER

### CERTAIN RISKS AND DISCLOSURES

The information set forth in this Supplement (**Supplement**) supplements, modifies and amends the White Paper (**White Paper**) relating to the token generation event undertaken by ALAX SOFT Inc. commencing on 17 April 2018.

Any statement contained in the White Paper shall be deemed to be modified for all purposes to the extent that a statement contained in this Supplement modifies such statement. References herein to the White Paper mean the White Paper as supplemented or modified by this Supplement. Capitalized terms used in this Supplement and not defined herein are used as defined in the Terms and Conditions.

#### 1 IMPORTANT NOTICES

PLEASE READ THIS SECTION CAREFULLY. YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, AND OTHER PROFESSIONAL ADVISOR(S) BEFORE TAKING ANY ACTION IN CONNECTION WITH THIS SUPPLEMENT.

The White Paper is intended to present relevant information to potential Purchasers in connection with the proposed generation and sale of ALX Tokens by ALAX SOFT Inc., an exempted company incorporated with limited liability under the laws of Cayman Islands.

##### 1.1 Reliance

The Tokens are offered solely on the basis of the information contained in the White Paper, this Supplement and the terms and conditions applicable to the purchase of Tokens accessible at <http://alax.io> (**Terms and Conditions**). Potential Purchasers should disregard, and not rely upon, any other information or representations given or made by any dealer, broker or other person. No person is authorised to give any information or to make any representations in connection with the offering of Tokens apart from those contained in the White Paper. A potential Purchaser to whom such information or representations are given or made must not rely on them as having been authorised by ALAX SOFT Inc. or ALAX Systems Ltd. (**Platform Operator**). Notwithstanding the generality of the foregoing, information in the White Paper (excluding, in this context, the Supplement) is of a descriptive nature only and does not, unless explicitly incorporated therein, form a part of the Terms and Conditions.

Statements in the White Paper are based on the law and practice in the Cayman Islands current at the date it was issued. Those statements are therefore subject to change should that law or practice change. Under no circumstance does the delivery of the White Paper or the sale of Tokens imply or represent that the affairs of ALAX SOFT Inc. have not changed since the date of such document.

##### 1.2 Purchaser responsibility

Nothing contained in the White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of ALAX SOFT Inc. ALAX SOFT Inc. does not make representations or warranties of any kind with respect to the economic return from, or the tax consequences of a purchase of Tokens. Prospective Purchasers should carefully review the whole of the White Paper. They should also consult with their legal, tax and financial advisors in relation to the following: (i) the legal and regulatory requirements within their own countries for purchasing, holding and disposing of Tokens ; (ii) any foreign exchange restrictions to which they may be subject in their own countries in relation to purchasing, holding or disposing of Tokens; and (iii) the legal, tax, financial and other consequences of subscribing for, purchasing, holding or disposing of Tokens.

The White Paper is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors. To the maximum amount permitted by applicable law, the ALAX Parties expressly disclaim and shall not be liable for any and all responsibility for any direct or any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with (i) Purchaser's acceptance of or reliance on any information contained in the White Paper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

### 1.3 Distribution and selling restrictions

The distribution of the White Paper and the offering or purchase of Tokens may be restricted in certain jurisdictions. Neither the White Paper nor Tokens qualify for offer, sale or distribution under the laws of any jurisdiction governing the offer or sale of securities.

The receipt of the White Paper and the accompanying Terms and Conditions does not constitute an invitation to a recipient to subscribe for Tokens in a jurisdiction where it is necessary to comply with some registration or other legal requirement to make that invitation, or the use of the Terms and Conditions, lawful. No such recipient may treat the White Paper or the accompanying Terms and Conditions as an invitation to subscribe for Tokens, nor may such recipient use the Terms and Conditions. The White Paper does not constitute an offer or solicitation:

- by anyone in a jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so; or
- to anyone to whom it is unlawful to make such offer or solicitation.

It is the responsibility of every person in possession of the White Paper and every person wishing to apply for Tokens to inform himself, herself or itself of, and to observe all applicable laws and regulations of, any relevant jurisdiction.

### 1.4 Forward looking information

All statements, estimates and financial information contained in the White Paper, made in any press releases or in any place accessible by the public and oral statements that may be made by the ALAX Parties that are not statements of historical fact, constitute "forward-looking statements". Some of

these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual events or results, performance or achievements to differ materially from the estimates or the results implied or expressed in such forward-looking statements.

Nothing contained in the White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of ALAX SOFT Inc.

Further, ALAX SOFT Inc. disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

## **2 DISCLOSURE SCHEDULE**

The acquisition of Tokens involves a high degree of risk. Before acquiring Tokens, it is recommended that each Purchaser conduct its own careful examination of all relevant information and risks about ALAX SOFT Inc., the Platform and the Tokens and, specifically, the disclosures and risk factors set out below. If any of the following risks actually occurs, the Platform, the Tokens and Purchaser's Tokens may be materially and adversely affected, including Purchaser's Tokens being rendered worthless or unusable.

### **3 Disclosures regarding the White Paper**

#### **3.1 Accuracy of information, no consent of parties referenced in White Paper**

The White Paper includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for ALAX SOFT Inc. and its directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in the White Paper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

Neither ALAX SOFT Inc. nor any of the ALAX Parties has conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither ALAX SOFT Inc. nor its directors, executive officers and employees acting on its behalf

makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

### 3.2 Terms used

To facilitate a better understanding of Tokens being offered for purchase by ALAX SOFT Inc., and the businesses and operations of the ALAX Parties, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in the White Paper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

### 3.3 Restrictions on distribution and dissemination of White Paper

The distribution or dissemination of the White Paper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the White Paper or such part thereof (as the case may be) at your own expense and without liability to ALAX SOFT Inc.

Persons to whom a copy of the White Paper has been distributed or disseminated, provided access to or who otherwise have the White Paper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute the White Paper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

### 3.4 Language of White Paper

The White Paper may have been prepared in multiple languages. In the event of any inconsistencies between one version and another, the English language version shall prevail.

## **4 Disclosures regarding Tokens**

### 4.1 Token is a utility token

The Tokens are digital utility tokens that allow Token holders to access of a one way exchange where Token holders can purchase ALA Tokens issued by the Platform Operator, an affiliate of ALAX SOFT Inc. ALA Token Holders may purchase games or use ALA Tokens for in-app purchases. Game developers may request pay out of ALA Tokens to fiat currency. Tokens do not represent a loan to ALAX SOFT Inc. nor do they provide Purchaser with any ownership or other interest in or to ALAX SOFT Inc. For greater certainty, the purchase of Tokens does not provide Purchaser with any form of ownership right or other interest in or to ALAX SOFT Inc. or its present or future assets and revenues, including, but not limited to, any voting, distribution, redemption, liquidation, revenue sharing, proprietary (including all forms of intellectual property), or other financial or legal rights.

#### 4.2 Tokens are non-refundable

ALAX SOFT Inc. is not obliged to provide Tokens holders with a refund for any reason, and Token holders will not receive money or other compensation in lieu of a refund. Statements set out in the White Paper are merely expressions of ALAX SOFT Inc.'s objectives and desired work plan to achieve those objectives, and no promises of future performance or price are or will be made in respect to Tokens, including no promise of inherent value, and no guarantee that Tokens will hold any particular value.

#### 4.3 Tokens are provided on an "as is" basis

Tokens are provided on "as is" basis. The ALAX Parties make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding Tokens, including any warranty of title, merchantability or fitness for a particular purpose or any warranty that the Tokens and Platform will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by applicable law, the ALAX Parties disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

#### 4.4 Not an offering of securities, commodities or swaps

The sale of Tokens and the Tokens themselves are not securities, commodities, swaps or other securities or commodities, or a financial instrument of any kind. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. The White Paper and all other documents referred to in the White Paper including the Terms and Conditions do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

#### 4.5 Non-Investment purposes

Purchaser acknowledges and agrees that Purchaser is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes. Tokens are not designed for investment purposes and should not be considered as a type of investment.

#### 4.6 Force majeure

The Token Sale and the performance of ALAX SOFT Inc.'s activities set out in the White Paper development roadmap may be interrupted, suspended or delayed due to force majeure events. A force majeure event shall mean any extraordinary event or circumstances which could not be prevented by ALAX SOFT Inc. and shall include: hardware, software or other utility failures, changes in market forces or technology, software or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies or other circumstances beyond

ALAX SOFT Inc.'s control, which were not in existence at the time of Token Sale. Purchaser understands and agrees that ALAX SOFT Inc. shall not be liable and disclaims all liability to Purchaser in connection with a force majeure event.

#### 4.7 Insurance

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless one specifically obtains private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by ALAX SOFT Inc. to offer recourse to Purchaser.

### 5 Governmental disclosures

#### 5.1 ALAX SOFT Inc. is not a regulated mutual fund

ALAX SOFT Inc. is not regulated as a mutual fund for the purpose of the Mutual Funds Law (Revised) of the Cayman Islands on the basis that Tokens are not shares and ALAX SOFT Inc. is not a mutual fund, and neither a copy of the White Paper nor details about ALAX SOFT Inc. have been filed with the Cayman Islands Monetary Authority (**CIMA**). ALAX SOFT Inc. is not subject to the supervision of CIMA and ALAX SOFT Inc. is not required to have its accounts audited nor submit such accounts to CIMA.

#### 5.2 Risk of unfavorable regulatory action in one or more jurisdictions

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Bitcoin and Ethereum network, or restricting the right to acquire, own, hold, sell, convert, trade, or use Tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which Tokens are dependent.

There can be no assurance that governmental authorities will not examine the operations of the ALAX Parties and/or pursue enforcement actions against any ALAX Parties. This may subject ALAX Parties to judgments, settlements, fines or penalties, or cause ALAX Parties to restructure their operations and activities or to cease offering certain products or services, all of which could harm the ALAX Parties' reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on Tokens and/or the development of the Platform.

#### 5.3 Purchaser bears responsibility of legal categorisation

There is a risk that Tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. ALAX SOFT Inc. does not provide any warranty or guarantee as to whether Tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of Tokens is legal in its relevant jurisdiction, and by accepting the Terms and Conditions each Purchaser

undertakes not to use Tokens in any jurisdiction where doing so would be unlawful. If a Purchaser establishes that the purchase or use of Tokens is not legal in its jurisdiction, it should not acquire Tokens and immediately stop using or possessing Tokens.

Acquiring Tokens in exchange for cryptocurrencies will most likely continue to be scrutinized by various regulatory bodies around the world, which may impact the usage of Tokens. The legal ability of ALAX SOFT Inc. to provide or support Tokens in some jurisdictions may be eliminated by future regulation or legal actions.

#### 5.4 Purchaser bears responsibility for complying with transfer restrictions

Tokens may be placed on third-party exchanges, giving future purchasers and users an opportunity to openly buy Tokens. A user seeking to enter the Platform following the Token Sale will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the Platform ecosystem. Existing laws on the circulation of securities in certain countries, such as the United States of America, Canada and Singapore, may prohibit the sale of Tokens to the residents of those countries. When buying Tokens, Purchaser should be aware of the restrictions on their subsequent sale.

## 6 General security risks

### 6.1 Risk of theft and hacking

Token generation events and initial coin offerings are often targeted by hackers and bad actors. Hackers may attempt to interfere with the purchaser's wallet (**Purchaser's Wallet**), the tokens smart contract or the availability of Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. Any such attack may result in theft of Purchaser's Tokens.

### 6.2 Private keys

Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Tokens. ALAX SOFT Inc. is not responsible for any such losses.

### 6.3 Failure to map a public key to Purchaser's Wallet

Failure of the Purchaser to map a public key to the Purchaser's Wallet may result in third-parties being unable to recognize buyer's Tokens balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the Platform.

### 6.4 Exchange risks

If Purchaser sends cryptocurrency to ALAX SOFT Inc. from an exchange or an account that Purchaser does not control, Tokens will be allocated to the account that has sent the cryptocurrency; therefore, Purchaser may never receive or be able to recover Purchaser's Tokens. Furthermore, if Purchaser chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Purchaser's Tokens may be stolen or lost.

#### 6.5 Risk of incompatible wallet services

The wallet or wallet service provider used for the storage of Tokens has to be technically compatible with Tokens. The failure to assure this may result in the Purchaser not being able to gain access to its Tokens.

#### 6.6 Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum and Tokens, which could result in the theft or loss of Tokens.

#### 6.7 Internet transmission risks

There are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and internet connections. ALAX SOFT Inc. shall not be responsible for any communication failures, disruptions, errors, distortions or delays Purchaser may experience when using the Platform and Tokens, howsoever caused. Transactions in cryptocurrencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. cryptocurrencies transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time when the transaction is initiated.

### **7 Platform and Token Smart Contract disclosures**

#### 7.1 No guarantee that Platform or Token smart contract will be developed

Purchaser acknowledges, understands and agrees that Purchaser should not expect and there is no guarantee or representation or warranty by ALAX SOFT Inc. or Platform Operator that: (a) the Platform and Token smart contract will ever be adopted; (b) the Platform and Token smart contract will be adopted as developed and not in a different or modified form; (c) a final blockchain utilizing or adopting the Token smart contract will ever be launched; and (d) a final blockchain will ever be launched with or without changes to the Token smart contract and with or without a distribution of tokens matching the fixed initial balances of Tokens recorded on the Token smart contract. Furthermore, Tokens issued under the Token smart contract will not have any functionality on the final blockchain and holding Tokens is not a guarantee, representation or warranty that the holder will be able to use the such final blockchain, or receive any tokens actually utilized on the Platform with the final blockchain is created, even if the Platform is launched and the Token smart contract is adopted, of which there is no guarantee, representation or warranty made by ALAX SOFT Inc.

## 7.2 Risks associated with the Token smart contract and associated software and/or infrastructure.

### (a) Malfunctions

The Token smart contract is based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause Tokens and/or the Platform to malfunction or function in an unexpected or unintended manner.

### (b) Bugs and weaknesses

The Ethereum blockchain rests on open source software, and accordingly there is the risk that the Token smart contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Tokens holders are not guaranteed any remedy, refund or compensation.

### (c) Delays and congestions

On the Ethereum blockchain timing of block production is determined by proof of work so block production can occur at random times. For example, Ether contributed to the Token smart contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time Purchaser expects and Purchaser may not receive Tokens the same day Purchaser sends Ether. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

### (d) Value of Ether

Ether, the native unit of account of the Ethereum may itself lose value in ways similar to Tokens, and also other ways. More information about Ethereum is available at <http://www.ethereum.org>

## 7.3 Irreversible nature of blockchain transactions

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Further, at this time, there is no governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen cryptocurrencies and tokens. Consequently, ALAX SOFT Inc. may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

## 7.4 Amendments to protocol

The development team and administrators of the source code for Ethereum blockchain or the Token smart contract could propose amendments to such network's protocols and software that, if accepted and authorized, or not accepted, by the network community, could adversely affect the supply, security, value, or market share of Tokens.

#### 7.5 Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks and race condition attacks. Any successful attack presents a risk to Tokens, including the expected proper execution and sequencing of Tokens and Ethereum contract computations in general. Despite the efforts of ALAX SOFT Inc. and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining attacks, as described above, may also target other blockchain networks, with which Tokens interact with and consequently Tokens may be impacted also in that way to the extent described above.

### **8 ALAX SOFT Inc. and Platform Operator disclosures**

#### 8.1 Legal structure of ALAX SOFT Inc. and Platform Operator

ALAX SOFT Inc. is an exempted company incorporated in the Cayman Islands pursuant to the Companies Law (Revised). An exempted company is a body corporate which has separate legal personality capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, and having perpetual succession. As a holder of Tokens, Purchaser is not entitled to any shares of ALAX SOFT Inc. nor to any other right or interest in or to ALAX SOFT Inc. (including any debt or equity interest therein) and will have no rights to appoint or remove the board of directors or operators of ALAX SOFT Inc.

Because Tokens confer no governance rights of any kind with respect to ALAX SOFT Inc., Platform Operator or the Platform, all decisions involving ALAX SOFT Inc.'s and Platform Operator's products or services, including the services provided on the Platform will be made by ALAX SOFT Inc. and/or the Platform Operator in their sole discretion. These decisions could adversely affect the platform and the utility of any Tokens Purchaser owns.

#### 8.2 Relationship between ALAX SOFT Inc. and Platform Operator

ALAX SOFT Inc. and Platform Operator are not partners under any partnership arrangement and, accordingly, neither party may contractually bind the other as its partner.

#### 8.3 Dependence on management team

The ability of each of ALAX SOFT Inc.'s and Platform Operator's project teams, which are respectively responsible for maintaining competitive position of the Tokens and Platform, is dependent to a large degree on the services of their management teams. The loss or diminution in the services of members of such senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the

Tokens and Platform. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this competition may seriously affect such entity's ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the Tokens and Platform.

#### 8.4 Risks related to reliance on third parties

Even if completed, the Platform will rely, in whole or partly, on third-parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third-parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, any of which might have a material adverse effect on the Platform.

#### 8.5 Insufficient interest in the Platform and Tokens

It is possible that the Platform or Tokens will not be used by a large number of individuals, businesses and organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Tokens and Platform.

#### 8.6 Platform development risks

The development of the Token smart contract and/or Platform be abandoned for a number of reasons, including lack of interest from the public, insufficient funding, insufficient commercial success or prospects or departure of key personnel.

#### 8.7 Changes to Platform

The Platform is still under development and may undergo significant changes over time. Although Platform Operator intends for the Platform to have the features and specifications set forth in the White Paper, changes to such features and specifications may be made for any number of reasons, any of which may mean that the Platform does not meet expectations of the Purchaser.

#### 8.8 Other projects

The Token smart contract and Platform may give rise to other, alternative projects, promoted by parties that are affiliated or unaffiliated with the ALAX Parties and such projects may provide no benefit to the Tokens or Platform.

#### 8.9 Disclosures relating to conflicts of interest

Any of the ALAX Parties may be engaged in transactions with related parties and conflicts of interest may arise, potentially resulting in the conclusion of transactions on terms not determined by market forces.

## **9 Other disclosures**

Purchases of Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptocurrencies, including cryptographically secured digital tokens, and blockchain based software systems. Purchaser should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While ALAX SOFT Inc. will be available to assist purchasers of Tokens during the sale, ALAX SOFT Inc. will not be responsible in any way for loss of cryptocurrencies or Tokens resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the sale of Tokens.

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included above, there are other risks associated with your purchase, possession and use of Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed above.