

**MEMORANDUM
OF THE DEMOCRATIC ASSOCIATION DAO.ORIS.SPACE**

We, the Members of the Democratic Association DAO.ORIS.SPACE, being united by common interests and goals, proceeding from the generally recognized principles of equality and transparency of activities, seeking to develop, to strengthen, and to ensure the well-being and prosperity of our association, expressing the common consent of all Members with the uniform rules of interaction on the platform, **ADOPT THIS MEMORANDUM OF THE DEMOCRATIC ASSOCIATION DAO.ORIS.SPACE**, which is of a declarative nature and the legal force of which is provided by a general consensus.

SECTION I. GENERAL PROVISIONS.

1.1. The Democratic Association DAO.ORIS.SPACE (hereinafter referred to as the Association) is a decentralized autonomous organization that unites the Members of the ORIS.SPACE platform.

1.1.1. The ORIS.SPACE platform is a peer-to-peer network that cannot be administered and moderated by third parties and is developed using the blockchain technology to host the ORIS.SPACE Platform, responses, and other information at their own discretion and responsibility in accordance with the Rules _____, information on the Users of the ORIS.SPACE Platform, and also in order to ensure the management of the Association's Balance Sheet by the Members.

1.1.2. The blockchain technology is a technology of distributed data storage that is resistant to any interference and falsification, the work of which is supported by an unlimited number of Members and is aimed at verifying the validity of information contained therein.

1.1.3. Blockchain Oris.Space is a network built using the Blockchain technology, which is used by the ORIS.SPACE Platform.

1.1.4. A Member of DAO.ORIS.SPACE (hereinafter referred to as the Member) shall mean an individual who has installed the ORIS.SPACE Customer Platform and is registered on the ORIS.SPACE Platform and who owns OrisLifeCoin Tokens (accounting units of the Blockchain network). All the Members together constitute the Association DAO.ORIS.SPACE.

1.1.5. OrisLifeCoin Tokens (hereinafter referred to as OLC Tokens) shall mean digital accounting units that are generated and credited by the ORIS.SPACE Platform to the Members' balance for maintaining the operability of the Blockchain ORIS.SPACE network and on the basis of which the ORIS.SPACE Platform operates; the units may be used by Members only within the scope and according to the procedure established by this Memorandum.

1.1.6. Quorum shall mean the minimum number of OLC Tokens established by this Memorandum that is necessary for Members to take decisions and for the voting of Members to be recognized as eligible.

1.1.7. Personal account shall mean a record containing the authorization data of the Member (address and public key) necessary to identify the Member when using the ORIS.SPACE Platform Client, as well as other information that the Member has posted on the ORIS.SPACE Platform at his or her sole discretion.

1.1.8. Developer shall mean the software developers of the ORIS.SPACE Platform, including the developers of Blockchain Oris.Space, the ORIS.SPACE Client, synchronization of Blockchain Oris.Space with the blockchain Waves network and/or other networks, smart contracts in the blockchain Ethereum network, and Token OLC emission algorithms.

1.1.9. Cryptowallet shall mean software that generates the address for receiving OLC Tokens and contains a public and private key for signing transactions.

1.1.10. ORIS.SPACE Client Platforms (hereinafter referred to as the Client Platforms) shall mean the software that collects and stores data generated by users of the ORIS.SPACE Platform and posted on the ORIS.SPACE Platform, maintains the functionality of Blockchain Oris.Space by solving special mathematical tasks (calculation of hash- functions), performs cryptowallet functions for OLC Tokens and provides management of the ORIS.SPACE Platform by Members within the scope and according to the procedure determined by this Memorandum.

1.1.11. Orgon token shall mean the internal accounting unit of the Blockchain Oris.Space network used by the Users of the ORIS.SPACE Platform within the scope and according to the procedure determined by the Rules of Use of the ORIS Platform.

1.2. The ORIS.SPACE Platform and the Client Platforms are open-source software. The developers shall not influence the fully independent algorithms of the ORIS.SPACE Platform in any way.

1.3. The objectives of the Association are as follows:

1.3.1. delegating the functions of the Association management directly to the Members and preventing the concentration of powers to manage the funds of the Members in the hands of centralized management bodies;

1.3.2. ensuring the operation of the ORIS.SPACE Platform;

1.3.3. improving the quality of services and developing the infrastructure of the ORIS.SPACE platform.

1.3.4. The objectives described in Clauses 1.3.1. - 1.3.3. shall be achieved through the voluntary accession of Members to the ORIS.SPACE Platform, which is a decentralized online platform and is not subject to administration.

1.4. The Association shall carry out its activities as a fully self-regulating organization, the principles of which are as follows:

1.4.1. The principle of equality, which determines that all Members have the same opportunities on the ORIS.SPACE Platform;

1.4.2. The principle of transparency, which means that Blockchain Oris.Space allows each Member to have access to voting results or the results of operations related to the Balance Sheet of the Association;

1.4.3. The principle of free expression of will, which means that each Member has the opportunity to support any proposal by voting, to vote against, or to abstain from voting and none of the other Members have the right to influence the decisions of such a Member;

1.4.4. The principle of the community of interests of the Members, which means that all Members in the ORIS.SPACE Platform are united to realize the objectives of the Association, to act in its interests, not to use their OLC Tokens in a way that contradicts the objectives of the Association, and not to carry out other actions that impede the achievement of the Association's objectives.

1.5. The Association operates on the basis of the Blockchain Oris.Space network and does not have a formal administrative structure. The Association is not tied to a specific state and is an association of individuals in a virtual environment that have expressed a personal desire to join the Association by installing and using the ORIS.SPACE Platform Client.

1.6. The internal documents of the Association are the Memorandum of the Democratic Association DAO.ORIS.SPACE, the Rules of Use of the ORIS Service, the White Paper and other documents adopted by the Association DAO.ORIS.SPACE.

SECTION II. MEMBERS.

2.1. The only management body of the Decentralized Democratic Association DAO.ORIS.SPACE is its Members.

2.2. By installing the Platform Client on their computers, mobile devices, and/or other devices, the Members maintain the functionality of the Blockchain Oris.Space network.

2.3. For installation and use of the Platform Client and for the maintenance of the functionality of Blockchain Oris.Space, each Member receives a remuneration in the form of OLC Tokens.

2.4. The amount of the award is determined by the time of active work of the Platform Client and the amount of information maintained.

2.5. The Status of the Participant of the Association shall be acquired automatically at the moment of receiving OLC Tokens at the address of the Member's cryptowallet after the Client has installed and started the Platform and created a personal account by generating keys and filling out the registration form on the ORIS.SPACE Platform.

2.6. Members have the right to:

2.6.1. Participate in the management of affairs, including the balance sheet of the Association ORIS.SPACE, by voting in the manner established by this Memorandum and other documents establishing the corresponding procedure.

2.6.2. Have access to information about the activities of the ORIS.SPACE Platform and all transactions in the Blockchain Oris.Space network and any other information that is recorded on this network;

2.6.3. Receive OLC Tokens distributed automatically according to the specified algorithm written in the source code of the ORIS.SPACE Platform;

2.6.4. Use information about their membership in the Association ORIS.SPACE for advertising and other purposes free of charge.

2.7. The membership in the Association ORIS.SPACE is voluntary; the status of a Member is acquired and terminated in accordance with the procedure established by the Memorandum.

2.8. The Status of the Member of the Association shall terminate automatically in the event of alienation of the OLC Tokens, removal of the Platform Client, or discontinuance of the activities of DAO.ORIS.SPACE.

2.9. All Association Members have equal rights among themselves, including the Developers of the Platform ORIS.SPACE, which become regular Members of the Association from the moment of the launch of the ORIS.SPACE Platform and the receipt/acquisition of OLC Tokens.

2.10. All transactions in Blockchain Oris.Space may not be cancelled or revoked (including transactions confirming the voting of Association Members and any accrual/alienation of OLC Tokens).

2.11. Members of the Association have agreed to follow the Association standards and rules separate from the Memorandum by attaching them to other documents that are accepted by the Members in the manner specified in the Memorandum.

2.12. Members have agreed to fulfil the following obligations in good faith:

- not act to disrupt the normal operation of the ORIS.SPACE Platform; not distribute, run, or otherwise use viruses, Trojans, and other malicious software within the ORIS.SPACE Platform.
- not use automated programs (bots, robots, spiders, scrapers and other programs with similar functions) and scripts on the ORIS.SPACE platform, as this directly contradicts the principles of its operation.

2.13. THE OLC TOKEN DOES NOT PROVIDE ANY RIGHTS EXCEPT THE RIGHT TO INTERACTION WITH THE ORIS.SPACE PLATFORM; IN PARTICULAR, THE Member UNDERSTANDS AND ACCEPTS THAT THE OLC TOKEN IS NOT A SHARE, STOCK, OR SECURITY, OR THE INTELLECTUAL PROPERTY RIGHT OR ANY FORM OF PARTICIPATION IN THE SERVICE, EXCEPT RIGHTS RELATED TO THE USE OF THE SERVICE. MOREOVER, THE OLC TOKEN IS NOT A CRYPTOCURRENCY, REGARDLESS

OF THE LEGAL MEANING OF THE TERM “CRYPTOCURRENCY.” ANY POTENTIAL OPPORTUNITY TO EXCHANGE THE TOKENS FOR CASH IS BEYOND THE COMPETENCE OF THE SERVICE AND IS NOT ONE OF THE SERVICES OFFERED BY THE SERVICE. MOREOVER, THE DEVELOPER DOES NOT ALLOW MEMBERS TO EXCHANGE TOKENS FOR CASH.

SECTION III. PROCEDURE FOR JOINT DECISION-MAKING.

3.1. Voting for decision-making by the Association takes place through the use of OLC Tokens, which are the Blockchain Oris.Space accounting unit, by Members.

3.2. Voting for decision-making by the Association takes place in the form of electronic voting with the use of the Platform Client.

3.3. Consideration of an issue that is submitted to the Association vote may be initiated by any Member through the use of the Platform Client.

3.3.1. Each issue initiated by a Member in accordance with the objectives of the Association and containing a proposal for the disposal of the Orgon Tokens, of which the Association balance is made, shall contain information about to whom and for what purpose the Orgon Tokens will be transferred, the number of Orgon Tokens, the procedure for the control of the selected Orgon Tokens according to objectives described in clause 1.2. hereof.

3.3.2. Voting results of each Member of the Blockchain Oris.Space are recorded with the help of the automated software algorithms of the ORIS.SPACE Platform, which guarantees a high accuracy and transparency of all data.

3.3.3. If the Member’s proposal to dispose of the balance sheet of the Association on the vote collects the Quorum provided for in clause 3.5. hereof, the Orgon Tokens shall be automatically transferred to the address of the recipient by the transaction in the blockchain Ethereum according to the conditions of clause 3.3.1. hereof.

3.3.4. With the help of the automated software code, the decision shall be implemented on the basis of voting results of Association Members. Members shall not influence the implementation of the decision on the results of such a vote in any way.

3.4. Association Members shall vote on the basis of their existing OLC Tokens.

3.4.1. All discussions and voting on a specific issue shall take place within the time period established by the Member initiating considering this issue, but not less than 8 hours and not more than 30 days for each issue.

3.5. The required level of the Quorum for decision making shall be set at the level of 2/3 of the total number of OLC tokens issued at the time of initiating the consideration of the issue.

3.5.1. To prevent the Members from massive initiating issues, the Member initiating the issue for consideration and vote shall contribute a 100 OLC deposit for publication of the issue in Blockchain Oris.Space.

3.5.2. If the Quorum requirement is satisfied, the Member initiating the consideration of the issue shall be refunded the deposit provided for in clause 3.5.1.

3.6. Clauses 3.1. - 3.5. shall apply subject to the achievement of the amount of the balance sheet of the Association equal to 1,500,000,000 (one billion and five hundred million) Orgon Tokens or 2 years from the ICO end date, whichever occurs first.

3.7. Until the occurrence of the events defined in clause 3.6. hereof, Members have agreed that the decision on the balance sheet of the Association shall be entrusted to the Developers.

SECTION IV. BALANCE SHEET OF THE ASSOCIATION

4.1. The Association balance sheet includes reserve assets in the form of Orgon Tokens, which are collected by charging a commission when exchanging Ethereum Tokens for Orgon Tokens.

4.2. Voting of Association Participants is the only way to manage and control the Association balance sheet as specified in clause 4.1. hereof.

4.3. The ORIS.SPACE platform operates on the basis of open-source code, which is supported by an unlimited number of individuals, and performs the following functions:

4.3.1. automated recording of the Members' votes in the voting,

4.3.2. automated distribution of OLC Tokens (remuneration to Members for maintaining the operation of the ORIS.SPACE Platform),

4.3.3. automated distribution of Orgon Tokens for the intended purpose due to voting of Members.

SECTION V. FINAL PROVISIONS

5.1. The Memorandum of the Democratic Association DAO.ORIS.SPACE shall come into force from the moment of its publication on the following website: _____.

5.2. In the event that the national law of the state of which the Association Member is a resident prohibits the turnover of cryptocurrencies, participation in decentralized organizations, or the use of decentralized technologies, such a Member shall join the ORIS.SPACE platform at his or her own risk, and the developers of the ORIS and ORIS.SPACE platforms shall not be legally liable for such a Member joining the ORIS.SPACE platform.

5.3. Members understand that the Democratic Association DAO.ORIS.SPACE is an experimental project in nature and join the ORIS.SPACE platform of their own will and at their own risk.

5.4. If the Democratic Association DAO.ORIS.SPACE is successful, it is possible to change the functionality of the ORIS.SPACE platform in the form of making decisions to initiate voting directly by the ORIS service by posting closed questions.

5.5. Members of the Democratic Association DAO.ORIS.SPACE who have joined the ORIS.SPACE platform exercise their rights and obligations for an indefinite period of time until the day of discontinuance of activities of DAO.ORIS.SPACE or termination of the Member's status in accordance with this Memorandum.

5.6. Amendments to this Memorandum shall be introduced in accordance with the joint decision-making procedure established by Section III of this Memorandum, subject to compliance with the conditions specified in Clause 3.6 hereof.

5.7. The Member shall have the right to terminate the validity of this Memorandum for this Member unilaterally at any time provided that the Account of this Member is deactivated and the use of the ORIS.SPACE platform is terminated.

5.8. If any provision of this Memorandum (clause or statement within a clause) is found invalid, all other provisions of this Memorandum and this Memorandum as a whole shall remain valid.

5.9. Any disputes, claims, actions, suits arising in the course of using the ORIS.SPACE platform and/or otherwise related to ORIS.SPACE and requiring litigation shall be resolved through negotiations.

5.10 Developers shall not be a party to these Rules or act as a party in any actions performed using the ORIS.SPACE platform; therefore, any disputes, claims, actions, suits arising in the course of using the ORIS.SPACE platform and/or otherwise related to the ORIS.SPACE platform that require litigation shall be resolved between the Members independently outside the ORIS.SPACE Platform.

5.11. Members who have accepted this Memorandum guarantee that all the disputes related to the use of the ORIS.SPACE platform will be resolved directly among themselves without involving Developers as either party to such disputes.

5.12. With respect to any issues related to this Memorandum and/or the use of the ORIS.SPACE platform, Members may contact the Developer at the following contact email address: office@oris.space.