Filed Pursuant to Rule 253(g)(2)
File No. 024-11378

EXPLANATORY NOTE

This Supplement to the Offering Circular should be read in conjunction with the Offering Circular dated February 5, 2021 and is qualified by reference to the Offering Circular except to the extent that the information contained herein supplements the information contained in the Offering Circular.

The Offering Circular is available here: https://www.sec.gov/Archives/edgar/data/1834083/000147793220007068/biologx_1a.htm

SUPPLEMENT TO OFFERING CIRCULAR DATED FEBRUARY 5, 2021
THIS SUPPLEMENT IS DATED MARCH 5, 2021

We have determined that the price for each share of our Class A Preferred Stock will be $4.10. The information in the Offering Circular, including “Dilution,” and “Use of Proceeds to Issuer,” is qualified by reference to the new price.

PART II AND III

PRELIMINARY OFFERING CIRCULAR: An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Final Offering Circular or the offering statement in which such Final Offering Circular was filed may be obtained.

PRELIMINARY OFFERING CIRCULAR DATED February 5, 2021, SUBJECT TO COMPLETION

BIOLOGX, INC.
2802 Flintrock Trace
Suite 303
Austin, TX 78738
Telephone: (512) 856-7704
Website: www.BiologX.com

Best Efforts Offering of

12,500,000 Shares of Common Stock

Per Share Purchase Price: $4.00

Minimum Investment Amount: 80 shares for $320

This Offering Circular relates to the offer and sale of up to an aggregate of 12,500,000 shares of common stock of BiologX, Inc. (the "Company"), at a price of $4.00 per share, in a self-underwritten, best-efforts offering for gross proceeds of $50,000,000.00. Funds placed in escrow will be released to the Company and used when, as and if received and all escrow release criteria have been met. See "Process of Subscribing". Each subscriber to purchase our shares must purchase a minimum of 80 shares for a total minimum investment of $320.00. Sales of our common stock pursuant to offering will commence as soon as the Regulation A+ Offering Statement of which this Offering Circular is a part, is qualified by the U.S. Securities and Exchange Commission (the "SEC"), and will continue until the Company has sold an aggregate of 12,500,000 shares of common stock, unless earlier terminated by the Company in its sole discretion. See "Summary of Offering", "Description of Securities We Are Offering", and "Plan of Distribution", in this Offering Circular. We are using the Form 1-A disclosure format in this Offering Circular.

The Company is a Wyoming corporation formed on November 18, 2020. The Company is governed by its co-founders Ronald E. Zimmerman and David J. Wood, who serve as the directors and initial officers of the Company. Dr. Donna Zimmerman has been nominated to serve as the Vice President of Regulatory Affairs, and Dr. Alexander Fleming has been nominated to serve as Chief Medical Officer, each to begin serving following a minimum of 10% funding under this offering. See "Our Management" in this Offering Circular. We have no operations or facilities as of the date of this Offering Circular. We plan to use the net proceeds from the offering to establish facilities, complete clinical trials and achieve FDA approval, and to

reduce the cost to manufacture insulin for human use employing proprietary manufacturing technology developed by Ronald E. Zimmerman. There can, however, be no certainty as to when or if the Company will receive such FDA approval. See "How We Plan To Use Proceeds from the Sale of Our Shares" in this Offering Circular.

This offering is available to both accredited and non-accredited investors. Generally, if you are a non-accredited investor, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review rule 251(d)(2)(i)(c) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.

	Price to the Public	Underwriting discounts and commissions[1]	Proceeds to Issuer[2]	Proceeds to Other Persons
Per Share Offered	$ 4.00	None	$ 3.72	None
TOTAL OFFERING	$ 50,000,000.00	None	$ 46,500,000.00	None

(1) The Company does not intend to use commissioned sales agents or underwriters. Please refer to the section entitled "Plan of Distribution" of this Offering Circular for additional information.

(2) We expect to incur expenses in connection with the sale of our shares estimated at 7% of the amount raised, or $3,500,000 if all offered shares are sold for an aggregate purchase price of $50,000,000.

Investment in our common stock involves a high degree of risk. Before buying any shares, you should carefully read the discussion of material risks of investing in the shares in "Risk Factors", beginning on page 9 of this Offering Circular. This Offering Circular supersedes any prior offering memorandum with respect to the offered shares.

THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

Legends or information required by the laws of the states in which we intend to offer our common stock are set forth following the Table of Contents.

The date of this Offering Circular is February 5, 2021

Table of Contents

IMPORTANT INFORMATION REGARDING THIS OFFERING CIRCULAR

This Offering Circular has been prepared solely for the benefit of authorized persons interested in the offering. This memorandum does not constitute an offer or solicitation to any person except those particular persons who satisfy the suitability standards described herein.

This Offering Circular is part of an offering statement that we filed with the SEC, using a continuous offering process. Periodically, as we make material investments, or have other material developments, we will provide an Offering Circular supplement that may add, update, or change information contained in this Offering Circular. Any statement that we make in this Offering Circular will be modified or superseded by any inconsistent statement made by us in a subsequent Offering Circular supplement. The offering statement we filed with the SEC includes exhibits that provide more detailed descriptions of the matters discussed in this Offering Circular. You should read this Offering Circular and the related exhibits filed with the SEC and any Offering Circular supplement, together with additional information contained in our annual reports, semi-annual reports and other reports and information statements that we will file periodically with the SEC. See the section entitled "Additional Information" below for more details.

There is currently no public market for the offered shares. Shares purchased and sums invested are also subject to substantial restrictions upon withdrawal and transfer, and the shares offered hereby should be purchased only by investors who have no need for liquidity in their investment.

Non-U.S. investors have certain restrictions on resale and hedging under Regulation S of the act. Distributions under this offering might result in a tax liability for the non-U.S. investors. Each prospective investor is urged to consult his, her or its own tax advisor or pension consultant to determine his, her or its tax liability.

No person has been authorized in connection with this offering to give any information or to make any representations other than those contained in this memorandum, and any such information or representations should not be relied upon. Any prospective purchaser of shares who receives any such information or representations should contact the Company immediately to determine the accuracy of such information. Neither the delivery of this memorandum nor any sales hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the company or in the information set forth herein since the date hereof.

Prospective investors should not regard the contents of this memorandum or any other communication from the company as a substitute for careful and independent tax and financial planning. Each prospective investor is encouraged to consult with his, her, or its own independent legal counsel, accountant and other professionals with respect to the legal and tax aspects of this investment and with specific reference to his, her, or its own tax situation, prior to subscribing for any shares offered hereby.

The purchase of shares by an individual retirement account ("IRA"), Keogh plan or other qualified retirement plan involves special tax risks and other considerations that should be carefully considered. Income earned by qualified plans as a result of an investment in the company may be subject to federal income taxes, even though such plans are otherwise tax exempt.

The shares are offered subject to prior sale, acceptance of an offer to purchase, and to withdrawal or cancellation of the offering without notice. The Company reserves the right to reject any investment in whole or in part.

The Company will make available to any prospective investor and his, her, or its advisors the opportunity to ask questions and receive answers concerning the terms and conditions of the offering, the Company or any other relevant matters, and to obtain any additional information to the extent the Company possesses such information.

The information contained in this memorandum has been supplied by the Company and its management. This memorandum contains summaries of documents not contained in this memorandum, but all such summaries are

qualified in their entirety by references to the actual documents. Copies of documents referred to in this memorandum, but not included as an exhibit, will be made available to qualified prospective investors upon request.

Use of Pronouns and Other Words

The pronouns "we", "us", "our" and the equivalent used in this Offering Circular mean BiologX, Inc. In the footnotes to our financial statements, the "Company" means BiologX, Inc. The pronoun "you" means the reader of this Offering Circular.

Summaries of Referenced Documents

This Offering Circular contains references to, summaries of and selected information from agreements and other documents. These agreements and other documents are not incorporated by reference; but, are filed as exhibits to our Regulation A Offering Statement of which this Offering Circular is a part and which we have filed with the U.S. Securities and Exchange Commission. We believe the summaries and selected information provide all material terms from these agreements and other documents. Whenever we make reference in this Offering Circular to any of our agreements and other documents, you should refer to the exhibits filed with our Regulation A Offering Statement of which this Offering Circular is a part for copies of the actual agreement or other document.

STATE LAW EXEMPTION AND PURCHASE RESTRICTIONS

Securities will be sold only to "qualified purchasers" (as defined in Regulation A under the Securities Act). As a Tier 2 offering pursuant to Regulation A under the Securities Act, this offering will be exempt from state law "Blue Sky" review, subject to meeting certain state filing requirements and complying with certain anti-fraud provisions, to the extent that investments offered hereby are offered and sold only to "qualified purchasers" or at a time when our Securities are listed on a national securities exchange. "Qualified purchasers" include: (i) "accredited investors" under Rule 501(a) of Regulation D and (ii) all other investors so long as their investment in does not represent more than 10% of the greater of their annual income or net worth (for natural persons), or 10% of the greater of annual revenue or net assets at fiscal year-end (for non-natural persons). Accordingly, we reserve the right to reject any investor's subscription in whole or in part for any reason, including if we determine in our sole and absolute discretion that such investor is not a "qualified purchaser" for purposes of Regulation A.

To qualify as an "Accredited Investor" an investor must meet one of the following conditions:

1. Any natural person who had an individual income in excess of Two Hundred Thousand Dollars ($200,000) in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of Three Hundred Thousand Dollars ($300,000) in each of those years and who has a reasonable expectation of reaching the same income level in the current year;

2. Any natural person whose individual net worth or joint net worth, with that person's spouse or spousal equivalent, at the time of their purchase exceeds One Million Dollars ($1,000,000) (excluding the value of such person's primary residence);

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Fund Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Fund (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of Five Million Dollars ($5,000,000.00) or, if a self-directed plan, with investment decisions made solely by

persons who are Accredited Investors;

4. Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

5. Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code of 1986, as amended (the "Code"), corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of Five Million Dollars ($5,000,000);

6. Any director or executive officer, or knowledgeable employee of a fund, as the issuer of the securities being sold, or any director, executive officer, or knowledgeable employee, or fund of a fund of the issuer;

7. Any trust with total assets in excess of Five Million Dollars ($5,000,000) not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(B)(b)(2)(ii) of the Code; and/or limited liability companies with $5 million in assets, SEC- and state-registered investment advisers, exempt reporting advisers, and rural business investment companies (RBICs).

8. Any individual holding and maintaining in good standing with: a specific, verifiable professional certification, designation, or credential as designated by the SEC via Commission Order or, any one of the following securities licenses: Series 7, Series 82, Series 65.

9. Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5 million and that was not formed for the specific purpose of investing in the securities offered.

10. "Family Offices" with at least $5 million in assets under management and their "family clients," as each term is defined under the Investment Advisers Act.

11. Any entity in which all the equity owners are accredited investors as defined above.

SUMMARY OF OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering Circular. This Offering Circular, together with the exhibits attached including, but not limited to, the Articles of Incorporation and the Bylaws of the Company (collectively, the "Governing Documents"), and the Subscription Agreement, should be read in their entirety before any investment decision is made. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Governing Documents. If there is a conflict between the terms contained in this Offering Circular and the Governing Documents, then the Governing Documents shall prevail.

The Company	BiologX, Inc. (the "Company") is a Wyoming corporation with a principal address located at 2802 Flintrock Trace, Suite 303, Austin, Texas 78738. The Company is a biopharmaceutical company for which one of the founders and directors has developed a proprietary technology to manufacture biosimilar insulin and insulin analog active pharmaceutical ingredients (API).
Offering Size	The Company is seeking to raise a maximum aggregate amount of $50 million. However; the Company, in Management's discretion may reduce the maximum aggregate amount.
Securities offered by BiologX, Inc.	12,500,000 shares of our Common Stock, par value $0.001 per share (the "Shares" or the "Securities")
Offering Price per Share	Fixed price of $4.00 per Share.

Minimum Investment	Investors shall have the opportunity to purchase shares of Common Stock of the Company in the minimum amount of 80 shares for a total investment amount of Three Hundred Twenty Dollars ($320), however; Management may, in Management's discretion, accept a lesser amount.
Number of Shares outstanding before the Offering	As of February 5, 2021, 10,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock are currently issued and outstanding. The Company is authorized to issue 40,000,000 shares of Common Stock; and the Company is authorized to issue 10,000,000 shares of Preferred Stock, all of which are issued and outstanding as of such date.
Market for these Securities	There is presently no public market for these Securities.
Use of Proceeds/ Investment Objective	The Company intends that the proceeds of this offering will be used to pay for offering expenses and thereafter for operations and general corporate purposes, initially focused on three primary areas of concentration: ¢ Continued research, development, and refinement of the proprietary technology; ¢ Conducting laboratory testing and clinical trials, and obtaining FDA approval for the planned insulin and insulin analogs; and ¢ Establishing a production facility for manufacturing of the product. There can be no certainty as to when or if the Company will receive FDA approval. The Company intends to rely on an outsourced fill-and-finish operation to package and supply proper marketing materials for our insulin so that the product can be distributed to the marketplace, throughout the United States, in compliance with the FDA regulations.
Management	The Company is managed by its Board of Directors, who are elected by the shareholders, and by its Officers. The Board of Directors appoint the Officers, who conduct the day-to-day business operations of the Company. The Directors and Officers, currently consisting of David J. Wood and Ronald E. Zimmerman (collectively, the "Management"), do not currently receive compensation for their services; however, the Company may determine that such compensation is appropriate or desirable, in their discretion, in the future. Dr. Donna Zimmerman has been nominated to serve as the Vice President of Regulatory Affairs, and Dr. Alexander Fleming has been nominated to serve as Chief Medical Officer, each to begin serving following a minimum of 10% funding under this offering.
Term of the Company	The Company is an open-ended "evergreen" Company with no set end date. Management expects to originate and acquire Company Assets on an ongoing and as-needed basis, and may continue to do so until the Company's objectives have been reached, or until the Manager believes that operating and/or financial conditions or requirements do not justify doing so. If Management deems it appropriate, in their discretion based on evolving market conditions and dynamics, Management may cease to acquire new Company Assets, and may recommend to the shareholders that the Company

	cease operations, commence winding up and dissolution, and distribute any return of capital from the disposition of Company Assets in accordance with the Governing Documents and applicable law.
Investor Suitability	This offering is limited to certain individuals, Keogh plans, IRAs and other qualified Investors who meet certain minimum standards of income and/or net worth. Each purchaser must execute a Subscription Agreement and Investor Questionnaire making certain representations and warranties to the Company, including such purchaser's qualifications as a "Qualified Purchaser." (See "Investor Suitability" herein).
Financial Reporting	The Company expects to use the accrual basis of accounting and shall prepare its financial statements in accordance with Generally Accepted Accounting Principles ("GAAP"). The Company will produce a minimum of quarterly financial reports to investors.
Books and Records	Shareholders or their authorized representatives shall, at all reasonable times and for any purpose reasonably related to the business and affairs of the Company and their interest therein, have access to the Company's books and records.
Company Administration	The Company intends initially to manage administration in house, but may retain the services of an outside third-party administrator to provide administration and investor relations functions. The cost thereof shall be a Company Expense and shall be at usual and customary market rates.
Termination of the Offering	This Offering will close upon the earlier of (1) the sale of the maximum number of Shares offered hereby, (2) one year from the date of this Offering being qualified by the SEC, or (3) a date prior to one year from the date this Offering begins that is so determined by our Board of Directors.
Use of Leverage/Credit Facilities	The Company, in Management's discretion, may choose to borrow money from time to time from one or more lenders ("Credit Facilities" or "Facilities") and may pledge one or more Company Assets as collateral for any such borrowing. Any Facility shall be nonrecourse to the Members. Management and the Company may agree to provide Guarantees for a given Facility but are not required to do so. Any Facility will likely have covenants that affect the Company.
Company Expenses	Company Expenses shall include, but not necessarily be limited to the following: Company organizational costs, legal and accounting related costs for tax return preparation, financial statement preparation and/or audits, legal fees and costs, filing, licensing or other governmental fees, other third party audits, insurance costs (including without limitation GL, D&O, E&O and Fidelity), Company administration costs, fees associated with any Credit Facilities; and any other expenses associated with operation of the Company. Expenses may include expenses for services provided by Affiliates and costs and expenses may be apportioned and/or reimbursed to or from Affiliates.

STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This Offering Circular contains forward–looking statements that involve risks and uncertainties. We use forward-looking terminology such as "may," "will," "should," "potential," "intend," "expect," "outlook," "seek," "anticipate," "estimate," "approximately," "believe," "could," "project," "predict," or other similar words or expressions, verbs in the future tense and words and phrases that convey similar meaning and uncertainty of future events or outcomes to identify these forward–looking statements. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, contain financial and operating projections or state other forward-looking information. Our ability to predict results or the actual effect of future events, actions, plans, or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could have a material adverse effect on our forward-looking statements and upon our business, results of operations, financial condition, funds derived from operations, cash available for dividends, cash flows, liquidity and prospects include, but are not limited to, the factors referenced in this Offering Circular, including those set forth below.

When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this Offering Circular. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this Offering Circular. The matters summarized below and elsewhere in this Offering Circular could cause our actual results and performance to differ materially from those set forth or anticipated in forward-looking statements. Accordingly, we cannot guarantee future results or performance. Furthermore, except as required by law, we are under no duty to, and we do not intend to, update any of our forward-looking statements after the date of this Offering Circular, whether as a result of new information, future events or otherwise.

YOU SHOULD RELY ONLY ON THE INFORMATION IN THIS OFFERING CIRCULAR

You should rely only on the information contained in this Offering Circular. We have not authorized anyone to provide information different from that contained in this Offering Circular. We will sell our shares only in jurisdictions where such sale and distribution is permitted. The information contained in this Offering Circular is accurate only as of the date of this Offering Circular regardless of the time of delivery of this Offering Circular or the distribution of our common stock.

RISK FACTORS

In addition to the forward-looking statements and other comments regarding risks and uncertainties included in the description of our business and elsewhere in this Offering Circular, the following risk factors should be carefully considered when evaluating our business and prospects, financial and otherwise. Our business, financial condition and financial results could be materially and adversely affected by any of these risks. The following risk factors do not include factors or risks which may arise or result from general economic conditions that apply to all businesses in general or risks that could apply to any issuer or any offering.

Risks Related to Our Corporation

Our limited liquidity and financial resources threaten our ability to remain in business and pursue our business plan.

The Company does not have any liquidity and financial resources. We do not have capital to fund our plan of operations and cannot become a going concern without sufficient debt or equity funding. In the event we are not able to obtain sufficient future funding to become a going concern, we may cease operations, in which event you would lose your entire investment. We have placed a "going-concern" qualification in the notes to our financial statements which expresses doubt about our ability to remain in business.

We expect to need to raise additional capital that may not be available on acceptable terms.

We expect to require substantial additional capital over the next several years in order to continue our research and development efforts related to designing and developing existing and future compounds and undertaking clinical trials of the potential drugs resulting from such compounds. We expect capital outlays and operating expenditures to increase as we

expand our infrastructure and research and development activities. Our business or operations may change in a manner that would consume available funds more rapidly than anticipated, and substantial additional funding may be required to maintain operations, fund manufacturing and expansion, develop new or enhanced products or services, acquire complementary products, businesses or technologies or otherwise respond to competitive pressures and opportunities.

We may in the future raise additional capital through a variety of sources, including the public equity markets, additional private equity financings, collaborative arrangements and/or private debt financings. Additional capital may not be available on terms acceptable to us, if at all. If additional capital is raised through the issuance of equity securities, our shareholders will experience dilution, and such securities may have rights, preferences, or privileges senior to those of the holders of our common stock. If we raise additional capital through the issuance of debt securities, the debt securities would have rights, preferences, and privileges senior to holders of common stock, and the terms of that debt could impose restrictions on our operations.

The Jumpstart Our Business Startups (JOBS) Act will allow us to postpone the date by which we must comply with certain laws and regulations intended to protect investors and to reduce the amount of information provided in reports filed with the SEC.

The JOBS Act enacted in 2012 is intended to reduce the regulatory burden on "emerging growth companies". We meet the definition of an "emerging growth company" and so long as we qualify as an "emerging growth company," we will, among other things:

- be exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that in the event we engage an independent registered public accounting firm that firm will not be required to provide an attestation report on the effectiveness of our internal control over financial reporting;
- be exempt from the "say on pay" provisions (requiring a non-binding shareholder vote to approve compensation of certain executive officers) and the "say on golden parachute" provisions (requiring a non-binding shareholder vote approve golden parachute arrangements for certain executive officers in connection with mergers and certain other business combinations) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") and certain disclosure requirements of the Dodd-Frank Act relating to compensation of Chief Executive Officers;

Although we are still evaluating the JOBS Act, we currently intends to take advantage of all of the reduced regulatory and reporting requirements that will be available to us so long as we qualify as an "emerging growth company." We have elected not to opt out of the extension of time to comply with new or revised financial accounting standards available under Section 102(b)(1) of the JOBS Act. Among other things, this means that our future independent registered public accounting firm will not be required to provide an attestation report on the effectiveness of our internal control over financial reporting so long as we qualify as an "emerging growth company", which may increase the risk that weaknesses or deficiencies in the internal control over financial reporting go undetected. Likewise, so long as we qualify as an "emerging growth company", we may elect not to provide certain information, including certain financial information and certain information regarding compensation of executive officers, which would otherwise have been required to provide in filings with the SEC, which may make it more difficult for investors and securities analysts to evaluate us. As a result, investor confidence in us and the market price of our common stock may be adversely affected.

Notwithstanding the above, we are also currently a "smaller reporting company", meaning that we are not an investment company, an asset-backed issuer, or a majority-owned subsidiary of a parent company that is not a smaller reporting company and have a public float of less than $75 million and annual revenues of less than $50 million during the most recently completed fiscal year. In the event that we are still considered a "smaller reporting company", at such time are we cease being an "emerging growth company", the disclosure we will be required to provide in our SEC filings will increase, but will still be less than it would be if we were not considered either an "emerging growth company" or a "smaller reporting company". Specifically, similar to "emerging growth companies", "smaller reporting companies" are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings, including, among other things, being required to provide only two years of audited financial statements in

annual reports. Decreased disclosures in our SEC filings due to our status as an "emerging growth company" or "smaller reporting company" may make it harder for investors to analyze our results of operations and financial prospects.

We are an "emerging growth company" under the JOBS Act of 2012, and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the audit or attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our Common Stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We are choosing to take advantage of the extended transition period for complying with new or revised accounting standards. As a result, our financial statements may not be comparable to those of companies that comply with public company effective dates.

If you invest in our stock, your investment may be disadvantaged by future funding, if we are able to obtain it.

To the extent we obtain funding by issuance of common stock or securities convertible into common stock, you may suffer significant dilution in percentage of ownership and, if such issuances are below the then value of shareholder equity, in shareholder equity per share. In addition, any debt financing we may secure could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital with which to pursue our business plan, and to pay dividends. You have no assurance we will be able to obtain any additional financing on terms favorable to us, if at all.

Our limited liquidity and financial resources may restrict our sales by discouraging potential customers from carrying our planned products because of uncertainty as to whether our product will continue to be available.

Questions and doubts about our financial viability may discourage potential customers from carrying our planned products. Our inability deliver our products to customers would inhibit the growth of our sales. Without beginning and growth in sales and additional funding, it is unlikely your investment will achieve any value and may result in a complete loss of your investment.

Our lack of operating history makes it difficult for you to evaluate the merits of purchasing our common stock.

We are a development-stage enterprise. Our product is not market ready and we have no arrangements in place for manufacture, marketing, and distribution of our product. We have made no sales and have incurred operating losses since inception. We anticipate incurring additional losses from operating activities in the near future. Our lack of sales does not provide a sufficient basis for you to assess of our business and prospects. You have no assurance we will be able to generate any revenues or sufficient revenues from our business to reach a break-even level or to become profitable in future periods. Without sufficient revenues, we may be unable to create value in our common stock, to pay dividends and to become a going concern. We are subject to the risks inherent in any new business with a new product in a highly competitive marketplace. You must consider the likelihood of our success in light of the problems, uncertainties, unexpected costs, difficulties, complications and delays frequently encountered in developing and expanding a new business and the competitive environment in which we plan to operate. If we fail to successfully address these risks, our business, financial condition, and results of operations would be materially harmed. Your purchase of our common stock should be considered a high risk

investment because of our unseasoned, early stage business which may likely encounter unforeseen costs, expenses, competition, and other problems to which such businesses are often subject.

If we lose key personnel or are unable to attract and retain qualified personnel, our business could be harmed and our ability to compete could be impaired.

Our success depends to a significant degree upon the continued contributions of our current management. If we lose the services of one or both of these people, we may be unable to achieve our business objectives. We may be unable to attract and retain personnel with the advanced technical qualifications or managerial experience necessary for the development of our business and planned expansion into areas and activities requiring additional expertise, such as production and marketing, due to intense competition for qualified personnel among biopharmaceutical and other technology-based businesses.

Early investors have a greater risk of loss than later investors.

Although each investor must purchase a minimum of 80 shares, for a total investment of $320, we have not established any aggregate minimum number of shares we must sell in order to sell any shares. We plan to begin using proceeds from the sale of our common stock for the purposes set forth under "How We Plan To Use Proceeds from the Sale of Our Shares" as soon as received. Early investors will not know how many shares we will ultimately be able to sell, the amount of proceeds from sales and whether the proceeds will be sufficient for us to establish facilities and minimum operations described in this Offering Circular. Later investors will be able to evaluate the amount of proceeds we have raised prior to their investment, how we have actually used those proceeds and whether we are likely to establish appropriate facilities and operations needed to initiate sales of our insulin products.

Investors cannot withdraw funds once invested and will not receive a refund.

Investors do not have the right to withdraw invested funds. Subscription payments will be paid to and held in our corporate bank account if the Subscription Agreements are in good order and we accept the investment. Therefore, once an investment is made, investors will not have the use or right to return of such funds.

The trading in our shares will be regulated by the Securities and Exchange Commission Rule 15G-9 which established the definition of a "Penny Stock."

You have no assurance our common stock will trade at prices above historic levels and price needed to put it above the "penny stock" level, notwithstanding an offering price above that level. Based on the historic trading prices of our common stock and the market in which it trades, our shares are defined as a penny stock under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and rules of the SEC. The Exchange Act and penny stock rules generally impose additional sales practice and disclosure requirements on broker-dealers who sell our securities to persons other than certain accredited investors who are, generally, institutions with assets in excess of $4,000,000 or individuals with net worth in excess of $1,000,000 or annual income exceeding $200,000 ($300,000 jointly with spouse), or in transactions not recommended by the broker-dealer. For transactions covered by the penny stock rules, a broker dealer must make certain mandated disclosures in penny stock transactions, including the actual sale or purchase price and actual bid and offer quotations, the compensation to be received by the broker-dealer and certain associated persons, and must deliver certain disclosures required by the Commission. Consequently, the penny stock rules may make it difficult for you to resell any shares you may purchase.

We are selling the shares of this offering without an underwriter and may be unable to sell any shares.

Our offering is self-underwritten, that is, we are not going to engage the services of an underwriter to sell the shares; we intend to sell our shares through our directors and executive officers, who will receive no commissions. There is no guarantee our directors and executive officers will be able to sell any of the shares. Unless they are successful in selling all of the shares we are offering, we may have to seek alternative financing to implement our business plan.

Risk of expanding operations and management of growth.

We expect to experience rapid growth, which will place a significant strain on our financial and managerial resources. In order to achieve and manage growth effectively, we must establish, improve, and expand our operational and financial management capabilities. Moreover, we will need to increase staffing and effectively train, motivate and manage our employees. Failure to manage growth effectively could harm our business, financial condition, or results of operations.

Operating results may significantly fluctuate from quarter to quarter and year to year.

We expect that a significant portion of our revenues, if any, for the foreseeable future will be comprised of milestone payments. The timing of revenue in the future will depend largely upon the signing of collaborative research and development or technology licensing agreements or the licensing of drug candidates for further development and payment of fees, milestone payments and royalty revenues. In any one fiscal quarter we may receive multiple or no payments from our collaborators. As a result, operating results may vary substantially from quarter to quarter, and thus from year to year. Revenue for any given period may be greater or less than revenue in the immediately preceding period or in the comparable period of the prior year.

Loss of key personnel could have a material adverse effect on our operations.

We are entirely dependent upon our current management during the period before we achieve commercially sustainable operations, of which you have no assurance. The termination of one or both members of our current management for any reason in the near future could be expected to have a materially adverse effect on us because they are our only management at the date of this Offering Circular and we believe we cannot employ replacements for them who would have their level of dedication to, vision for and financial interest in us. Furthermore, the salary and benefits required by replacements would be expected to exceed our financial resources in the foreseeable future. We do not have employment agreements with our current management at the present time.

If we are unable to hire qualified personnel, our ability to implement our business strategy and our operating results will likely be materially adversely affected.

Our personnel is now limited to our two executive officers, and will include our two nominated officers once at least 10% funding is achieved. We must hire significant additional numbers of qualified personnel if we are to achieve our business plan. Salary and benefits of such additional personnel can be expected to place significant stress on our financial condition, and the availability of such qualified personnel may be limited. You have no assurance we will be able to attract and retain qualified personnel in sufficient numbers to adequately staff our business operations.

Voting control by our management means you and other shareholders will not be able to elect our directors and you will have no influence over our management.

Our management owns 10,000,000 shares of our Common Stock and 10,000,000 shares of our Preferred Stock. The Common Stock has a right to one vote per share. The Preferred Stock has a right to five votes per share, voting as a single class. Accordingly, our management controls sixty percent (60%) of all voting rights available for authorized shares, regardless of the number of issued and outstanding shares, and the investors and any other non-management shareholders will not be able to elect any directors or approve or effectively oppose any actions or transactions requiring shareholder approval.

If we are unable to effectively manage our growth, our ability to implement our business strategy and our operating results will likely be materially adversely affected.

Implementation of our business plan will likely place a significant strain on our management who must develop administrative, operating, and financial infrastructures. To manage our business and planned growth effectively, we must successfully develop, implement, maintain, and enhance our financial and accounting systems and controls, identify, hire, and integrate new personnel and manage expanded operations. Our failure to do so could either limit our growth or cause our business to fail.

Risks Related To Our Business

Risks arising from the COVID-19 pandemic.

We are unable to predict risks arising from the COVID-19 pandemic, and there can be no certainty as to when or if the Company will receive FDA approval. May 26, 2020 guidance issued by the FDA announced "with many staff working on COVID-19 activities, it is possible that we [FDA] will not be able to sustain our current level of performance indefinitely" and that it is "difficult to speculate on what the exact impact will be on incoming submissions moving forward." The FDA stated that it will still aim to conduct initial investigational new drug application (IND) 30-day safety reviews and respond to "other important safety issues that may emerge during IND development." Accordingly, review of our applications to the FDA may be slowed, perhaps significantly, in the event the FDA is unable to achieve its traditional pace of review. The pandemic may also delay, perhaps significantly, the performance by our contractors of laboratory and clinical activities needed to support our applications to the FDA. Pharmaceutical products requiring prescriptions traditionally have been marketed directly to physicians by visits by sales to personnel to medical offices. This marketing strategy has been interrupted by the pandemic. Accordingly, market introduction of our insulin product after FDA approval, of which you have no assurance, may be delayed, perhaps for an extended period of time, until there is a return to historical levels of direct marketing to physicians.

If preclinical or clinical trials of recombinant human insulin, insulin analogues or any other product candidates that we may develop do not produce successful results, we will be unable to commercialize these product candidates, which will materially harm our business.

We need to obtain regulatory approval to commercially market our planned human insulin, insulin analogues or any other product candidates that we may develop. To receive regulatory approval for the commercial distribution and sale of human insulin, insulin analogues or any other product candidates that we may develop, we must conduct, at our own expense, extensive preclinical and clinical trials to demonstrate the safety and efficacy in humans of the product candidates. Preclinical and clinical testing is expensive, can take many years and has an uncertain outcome. Failure can occur at any stage of the testing. We may experience numerous unforeseen events during, or as a result of, the testing process that could delay or prevent commercialization of human insulin, insulin analogues or any other product candidates that we may develop, including:

- our preclinical or clinical trials may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional preclinical or clinical testing;
- registration or enrollment in our planned clinical trials of human insulin, insulin analogues or any other product candidates may be slower than we currently anticipate, resulting in significant delays;
- the safety and efficacy results attained in our clinical trials for human insulin, insulin analogues may be less positive than the results obtained in our earlier clinical trials for human insulin, insulin analogues;
- the cost of our clinical trials may be greater than we currently anticipate;
- after reviewing trial results, we may abandon projects that we expected to be promising;
- the Company, regulators, or institutional review boards may suspend or terminate our clinical trials if the participating patients are being exposed to unacceptable health risks;
- regulators or institutional review boards may suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements; and
- the effects of human insulin, insulin analogues or any other product candidates that we may develop may not be the desired effects or may include undesirable side effects or other characteristics that may delay or preclude regulatory approval or limit their commercial use if approved.

Success in preclinical testing and early clinical trials does not ensure that later clinical trials will be successful, and interim results of a clinical trial do not necessarily predict final results. We do not know whether our current or any future clinical trials will demonstrate safety and efficacy sufficiently to result in marketable products. Our failure to adequately demonstrate the safety and efficacy of human insulin, insulin analogues or any other product candidates that we may develop will prevent receipt of regulatory approval and, ultimately, commercialization of human insulin, insulin analogues or any other product candidates that we may develop, which will materially harm our business.

We are dependent on third-party partnerships for the commercialization of our current and future products, and the failure to of these third parties to successfully commercialize our planned products could prevent us from achieving financial return from these products.

We intend to enter into collaboration agreements in the future to market our planned products. Much of the potential revenue from our future collaborations may consist of contingent payments, such as payments for achieving development milestones and royalties payable on sales of drugs we may develop.

The milestone and royalty revenues that we may receive under these collaborations will depend upon the collaborative partner's ability to successfully introduce, market, and sell our planned products. In many cases we will not be involved in these processes and accordingly will depend entirely on the partners having the necessary expertise and dedicating sufficient resources to commercialize products.

To be successful, we believe we must enter into agreements with collaboration partners. We may not be able to establish collaborations on commercially acceptable terms, if at all. Failure to enter into a sufficient number of collaborative agreements on favorable terms, could have a material adverse effect on our business, financial condition, or results of operations.

We also expect to continue to face competition from alternative technologies. Our technology and planned products may be rendered obsolete or uneconomical by advances in existing technological approaches or products or the development of different approaches or products by one or more of our competitors.

If we are unable to establish sales and marketing capabilities or enter into agreements with third parties to market and sell any product candidates that we may develop, we may be unable to generate product revenue.

We do not have a sales organization and have no experience as a company in the sales, marketing, and distribution of pharmaceutical products. In order to commercialize any products that we may develop, we must develop sales, marketing and distribution capabilities or make arrangements with a third party to perform these services. If we are unable to establish adequate sales, marketing, and distribution capabilities, independently or with others, we will not be able to generate material product revenue and will not become profitable. If our planned products are approved for commercial sale, we currently plan to establish our own specialized sales force to market them in the United States and the rest of the world. Developing a sales force is expensive and time-consuming and could delay any product launch. We might not be able to develop sales and marketing and distribution capabilities. If we are unable to establish these capabilities, we will need to contract with third parties to market and sell our planned products. To the extent that we enter into arrangements with third parties to perform sales, marketing and distribution services, our product revenues are likely to be lower than if it were to market and sell our planned products.

Use of third-party suppliers may increase the risk that we will not have adequate supplies of active ingredients of our product candidates.

We will rely on third-party suppliers for the active ingredients for our planned products, and for bulk supplies. Establishing additional or replacement suppliers for these products may take a substantial amount of time. If we have to switch to a replacement supplier, we may face additional regulatory delays, and the manufacture and delivery of these products could be interrupted for an extended period of time, which may delay completion of our clinical trials or commercialization of our planned products.

We face intense competition.

We face, and will continue to face, intense competition from organizations such as large pharmaceutical and biotechnology companies that attempt to identify compounds for development or to support drug discovery efforts, as well as academic and research institutions. We compete in an industry characterized by: (i) rapid technological change, (ii) evolving industry standards, (iii) emerging competition, and (iv) new product introductions. Although we believe that we have identified a novel drug manufacturing technology in addition to many novel drug compounds, our competitors may develop and commercialize products and technologies that compete with our technologies and planned products. Because several

competing companies and institutions have greater financial resources than we have, they may be able to: (i) provide broader services and product lines, (ii) make greater investments in research and development, (iii) carry on larger research and development initiatives, (iv) undertake more extensive marketing campaigns, and (v) adopt more aggressive pricing policies than we are able to adopt. They may also have greater name recognition and better access to customers than we have.

The FDA regulates our business, and you have no assurance of regulatory approval for our planned products.

The United States Food and Drug Administration, or FDA, other federal agencies and some state and local government entities regulate our business. In addition, various legislative and regulatory proposals may be under consideration from time to time by the United States Congress or other federal agencies that could materially affect our business. The process in connection with such approvals is lengthy and expensive. We may develop products that may not receive approval from the FDA. Additionally, products developed by our collaboration partners that incorporate our technology or products may not receive approval from the FDA, which would adversely affect our partners' ability to commercialize such products (or prevent commercialization of such products altogether) and in turn adversely affect (or eliminate altogether) our receipt of contingent milestone payments, related product sales revenues and royalties on such products. To the extent products are intended to be sold in jurisdictions outside the United States, those products may be subject to similar regulatory schemes in such foreign jurisdictions.

If we are unable to obtain acceptable prices or adequate coverage and reimbursement from third-party payers for any products that we may develop, our revenues and prospects for profitability will suffer.

Our ability to commercialize any products that we may develop is highly dependent on the extent to which coverage and reimbursement for such products will be available from:

- governmental payers, such as Medicare and Medicaid;
- private health insurers, including managed care organizations; and
- other third-party payers.

Many patients may not be capable of paying for any products that we may develop and will rely on third-party payors to pay for their medical needs. Currently, Medicare does not have a broad-based outpatient prescription drug benefit that covers products self-administered by patients. State Medicaid programs do have outpatient prescription drug coverage, subject to state regulatory restrictions, made available to that population eligible for Medicaid benefit. The availability of coverage or reimbursement for prescription drugs under private health insurance and managed care plans varies based on the type of the patient's contract or plan.

A primary current trend in the United States health care industry is toward cost containment. In addition, in some foreign countries, particularly the countries of the European Union, the pricing of prescription pharmaceuticals is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take six to twelve months or longer after the receipt of regulatory marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidates or products to other available therapies.

Large governmental and private payors, managed care organizations, prescription benefit managers and similar organizations are exerting increasing influence on decisions regarding the use of, and reimbursement levels for, particular treatments. Such third-party payors are challenging the prices charged for medical products and services, and many third-party payors limit reimbursement for newly approved health care products. In particular, third-party payors may limit the indications for which they will reimburse patients who use any products that we may develop. Cost-control initiatives could decrease the price we might establish for products that we may develop, which would result in lower product revenues to us. If the reimbursement for any products that we may develop decrease or if governmental and other third- party payors do not provide coverage or reimbursement for any products that we may develop, our revenue and prospects for profitability will suffer.

Another development that may affect the pricing of drugs is proposed Congressional action regarding drug re- importation into the United States. Proposed legislation and regulations would allow the re-importation of approved drugs originally

manufactured in the United States back into the United States from other countries where the drugs are sold at a lower price. If legislation or regulations were passed allowing the re-importation of drugs, they could decrease the price we receive for any products that we may develop, negatively impacting our revenue and prospects for profitability.

Legislative or regulatory reform of health care systems may affect our ability to sell any products profitably.

In the United States, there have been a number of legislative and regulatory proposals to change publicly financed health care systems in ways that could affect our ability to sell our planned products that we may develop profitably. Federal and state proposals and health care reforms are likely. Our results of operations could be materially adversely affected depending on the type of health care reforms that are adopted, if any.

We may be unable to adequately protect our planned products and other intellectual property.

Our success will depend, in significant part, on our ability to maintain trade secret protection. Although we are not dependent on patents to protect our intellectual property, we may seek to obtain and rely on patents, in the future, to protect a significant part of our intellectual property and competitive position. Any patents that may be issued may not afford meaningful protection for our technologies and products. In addition, any future patent applications may not result in the issuance of patents in the United States or foreign countries. Further, even if patents are issued, you have no assurance that the issued claims will provide any significant protection against competitive products or otherwise be valuable commercially. Our competitors may develop technologies and products similar to our technologies and products that do not infringe our patents. Legal standards relating to the validity of patents and the proper scope of their claims in the biopharmaceutical field are still evolving, and there is no consistent law or policy regarding the breadth of claims in biopharmaceutical patents or the effect of prior art on them. If we do not obtain adequate patent protection, our ability to prevent competitors from making, using, and selling competing products will be limited, which could have a material adverse effect on our business, financial condition, or results of operations.

We currently rely on trade secrets to protect our technologies. However, trade secrets are difficult to protect. We plan to require all of our employees to sign agreements that prohibit the improper use of our trade secrets or the disclosure of them to others, but we may be unable to determine if our employees have conformed or will conform to their legal obligations under these agreements. We also require collaborators and consultants to enter into confidentiality agreements, but we may not be able to adequately protect our trade secrets or other proprietary information in the event of any unauthorized use or disclosure or the lawful development by others of this information. Third parties may independently discover our trade secrets or proprietary information.

Our success will depend partly on our ability to operate without infringing or misappropriating the proprietary rights of others and on our ability to obtain licenses.

We may be sued for infringing or misappropriating the proprietary rights of others. We may have to pay substantial damages, including treble damages, for past infringement if it is ultimately determined that our planned products infringe a third party's proprietary rights. The pharmaceutical industry has a history of patent litigation and will likely continue to have patent litigation suits. A number of patents have issued and may issue covering certain fields of use that could prevent us from developing our technologies or particular compounds, or relating to certain other aspects of technology that we utilize or expect to utilize.

We may need to initiate lawsuits to protect or enforce our patents, if we receive any, or other proprietary rights, which would be expensive and, if unsuccessful, may cause us to lose some of our intellectual property rights.

In order to protect or enforce any patent rights we may obtain, we may need to initiate patent litigation proceedings against third parties, such as infringement suits or interference proceedings. These lawsuits could be expensive, take significant time, and could divert management's attention from other business concerns. These lawsuits could put any future patents at risk of being invalidated or interpreted narrowly, and put patent applications at risk of not being issued. Further, these lawsuits may also provoke the defendants to assert claims against us. The patent position of biopharmaceutical firms is highly uncertain, involves complex legal and factual questions, and has recently been the subject of much litigation. You

have no assurance that we would prevail in any of such suits or proceedings or that the damages or other remedies awarded to us, if any, will be commercially valuable.

We may be sued for product liability.

We may be held liable if any planned product causes injury or is found otherwise unsuitable during product testing, manufacturing, marketing, or sale. Any insurance coverage we may purchase may not be sufficient in amount and scope against potential liabilities or the claims may be excluded from coverage under the terms of the policy. Furthermore, product liability insurance is becoming increasingly expensive. As a result, we may not be able to obtain sufficient amounts of insurance coverage, obtain additional insurance when needed, or obtain insurance at a reasonable cost, which could prevent or inhibit the commercialization of products or technologies. If we are sued for any injury caused by our planned products or technology, our liability could exceed our total assets. Any claims against us, regardless of their merit or eventual outcome, could have a material adverse effect upon our business.

HOW WE PLAN TO OFFER AND SELL OUR SHARES

We are offering 12,500,000 shares of our common stock at a price of $4.00 per share, in a self-underwritten, best- efforts public offering for gross proceeds of $50,000,000. We are not requiring ourselves to sell any aggregate minimum number of shares before we sell any shares; provided each subscriber to purchase our shares must purchase not less than 80 shares for a total minimum investment amount of $320. Our directors and executive officers will offer and sell our shares and will not receive any commission or other compensation related to these activities. The offering will terminate one year from the date of this Offering Circular. You have no assurance we will be able sell any or all of the shares.

Persons who decide to purchase our common stock will be required to complete a subscription agreement (attached at the end of this Offering Circular) and submit it to us at the address set forth in the subscription agreement together with a bank check for the subscription price payable to BiologX, Inc. or concurrently wire the subscription price to the bank account identified in the subscription agreement. We reserve the right to reject subscriptions for any reason. In the event we reject any subscription the associated funds will be promptly refunded to the subscriber without interest, offset or deduction.

DESCRIPTION OF OUR BUSINESS

Our corporate history

BiologX, Inc. was incorporated in Wyoming on November 18, 2020, for the purpose of developing, manufacturing, and distributing pharmaceutical products as more particularly described in the Overview of our Business below.

The address of our executive offices is 2802 Flintrock Trace, Suite 303, Austin, Texas 78738 and our telephone number is (512) 856-7704. The address of our website is www.BiologX.com.

Overview of our business

We are a biopharmaceutical company for which one of our founders and directors has developed a proprietary technology to manufacture generic insulin and insulin analog active pharmaceutical ingredients (API). This is a new technology that we believe will simplify and accelerate the process of producing insulin, which we also believe will require less capital, less labor, and fewer materials than the processes currently on the market.

Current insulin manufacturing methods take a long time, produce minimal yield and require a lot of manual steps. As a result, insulin and insulin products are expensive. We believe that our process reduces production steps and production time, resulting in reduced labor and overhead expenses. We also believe that our process will increase yield, making our product competitive.

We believe our technology will make our U.S.-manufactured insulin and insulin analogs cost-competitive on a global scale. Our planned products include human insulin, fast acting insulin, glucagon and glargine (fast-acting).

Market overview

The insulin market is overseen and regulated by the FDA in the United States and comparable agencies worldwide. Based on a review of filed applications, improvements, and process changes, it does not appear that the industry has experienced significant innovations in past few decades. In the United States and Europe, Novo Nordisk, Sanofi, and Eli Lilly have had exclusive marketing rights for their insulin products because of strictly enforced intellectual property laws. During this time, the insulin product improvements were limited mostly to new delivery and absorption mechanisms such as controlled-dosage pens, extended-release, and inhalable insulin products. However, these innovations were largely accompanied by significant price increases. In 2012-2016, a substantial number of patents from major insulin manufacturers expired and based on reviews of filings in the Patent and Trademark office as well as the FDA, it does not appear that any major innovations or improvements have been made over the past few years by the industry's largest players. This has given us a freedom to seek approval for our generic, or biosimilar, insulin products and to enter the marketplace with what we believe will be lower-cost insulin.

FDA approval

We will be required to obtain approvals by the U.S. Food and Drug Administration for our planned insulin and insulin analogs as being biosimilar to products the FDA has previously approved. There can, however, be no certainty as to when or if the Company will receive such FDA approval. A biosimilar product is a biological product that is approved based on a showing that it is highly similar to an FDA-approved biological product, known as a reference product, and has no clinically meaningful differences from the reference product in terms of safety and effectiveness. Only minor differences in clinically inactive components are allowable in biosimilar products.

We will be required to conduct laboratory testing demonstrating our planned insulin and insulin analogs are similar to a branded insulin, such as Novolin® or Humulin®, and to produce a clinical trial lot of insulin under cGMP standards (current good manufacturing practices) before we file an Investigational New Drug (IND) application with the FDA. After filing the IND, we plan to begin human clinical trials consisting of a PK/PD study and possibly an antigenicity study, if required.

A PK (pharmacokinetics) component studies what the body does to a drug as determined by four factors:

- How fast and how completely the drug is absorbed into the body (from the stomach and intestines if it's an oral drug);
- How the drug becomes distributed through the various body tissues and fluids, called body compartments (blood, muscle, fatty tissue, cerebrospinal fluid, and so on);
- To what extent (if any) the drug is metabolized (chemically modified) by enzymes produced in the liver and other organs;
- How rapidly the drug is eliminated from the body (usually via urine, feces, and other routes).

A PD (pharmacodynamics) component studies what the drug does to the body as determined by the relationship between the concentration of the drug in the body and the biological and physiological effects of the drug on the body or on other organisms (bacteria, parasites, and so forth) on or in the body. *[PK/PD description quoted from https://www.dummies.com/education/science/biology/pharmacokinetics-and-pharmacodynamics-pkpd-studies/.]*

An antigenicity component studies how likely a drug is to cause an immunological response in the body. This is more important in protein products than others because proteins are more antigenic. The FDA has previously required antigenicity studies of all protein biosimilars. In November 2019, the FDA published a draft but has not yet adopted industry guidance which recommends the generally "an applicant would not need to conduct a comparative clinical immunogenicity study, e.g., a switching study, to support licensure under section 351(k)(4) of the PHS Act" when "comprehensive and robust comparative analytical assessment between a proposed interchangeable insulin product and the reference product demonstrate[es] that the proposed interchangeable product is 'highly similar' to the reference product with very low residual uncertainty about immunogenicity . . . so long as the statutory criteria for licensure as an interchangeable are otherwise met". We plan to conduct "comprehensive and robust comparative analytical assessment" of our insulin product and a reference insulin product. Accordingly, we believe we may not be required to conduct a comparative clinical immunogenicity study, in the event the FDA adopts the industry guidance described above, and will be able to avoid the cost of a comparative clinical immunogenicity study.

The following table identifies the milestones and timeline for achieving FDA approval to market our insulin product:

MILESTONES	Estimated Timing	Estimated Cost
File Investigational New Drug (IND) application with FDA	Months 4 – 6 post funding	$ 1,735,121
Conduct human clinical trials	Months 6 – 12 post funding	$ 947,827
Compile trials data for FDA filing	Months 8 – 12 post funding	$ 510,000
File New Drug Application (NDA) with FDA	Month 12 post funding	$ 193,550

Receive FDA approval to market*	12 – 15 months from NDA filing
Estimated Total	$ 3,386,498

* There can, however, be no certainty as to when or if the Company will receive such FDA approval.

Manufacturing

We intend to manufacture our planned insulin and insulin analogs in-house using our proprietary technology in compliance with current good manufacturing practices. We plan to own and operate our production facility with an annual capacity of 2,200 kg of insulin products. We may consider the acquisition of a mothballed biologics production facility after evaluating the lease or purchase terms, as refurbishing existing facility is expected to save time and money, or we may construct a manufacturing facility if leads prove unviable from cost or timing perspective. Concurrent with the clinical trials and FDA application for insulin, we intend to work to finalize the production facility for manufacturing, conduct relevant FDA inspections and secure compliance with current good manufacturing practices. We plan to rely on an outsourced fill-and-finish operation to package and supply proper marketing materials for our insulin so that the product can be distributed to the marketplace in compliance with the FDA regulations. Outsourcing this final step in the product manufacturing is expected to help shorten approval timing related to our manufacturing facility as the fill-and- finish operations tend to be subjected to more aggressive FDA scrutiny. We have identified several such fill-and-finish operations, and we believe we can enter an agreement prior to completion of clinical trials. We plan to align the timing of the commercial facility's approvals and achieve staff hiring and training targets so that the facility can commence manufacturing of select insulin product inventory once we receive FDA approval.

Raw materials

We expect to use a variety of inputs in manufacturing our planned products. Except for resins, these are commodity products that can be sourced over the counter with no major delays. Examples include glycerin, kanamycin, potassium phosphate, monobasic, potassium phosphate, dibasic and yeastolate. Resins, on the other hand, represent critical supply item and need to be ordered far enough in advance so that the manufacturer has enough inventory to fulfill the order. We estimate that it may need to place the order upwards of one year in advance.

We believe GE Healthcare is the sole supplier of adequate quality resins. And this has been the current competitive environment for several years. While it does create certain supply chain risk, we believe that if GE Healthcare were to cease offering these resins, the entire insulin production market would suffer equally. A similar statement can be applied to prices: If GE Healthcare were to raise prices, it would affect other insulin suppliers similarly. Even a substantial increase in pricing is not expected to affect competitive positioning of our insulin manufacturing technology.

DIABETES BASICS

Diabetes is a chronic disease resulting results from a patient's inability to either produce the hormone insulin, or to adequately respond to circulating insulin or the combination of thereof. The disease manifests itself in two classic forms: Type 1 and Type 2 diabetes. In both types, insulin is used as a treatment to help a patient regulate sugar in the blood stream.

Type 1 Diabetes

Type 1 diabetes is the result of an autoimmune attack on the insulin producing islet beta cells in the pancreas of the patient. This autoimmune attack severely hampers the body's ability to produce insulin, and the only treatment for these patients is daily injections of insulin to augment its content in the bloodstream at an appropriate time. Type 1 diabetes is most commonly diagnosed in children or young adults. It is considered a genetic disease, and accounts for 5- 10% of all diabetes instances. This subset of the market is fairly predictable and has not fluctuated dramatically.

Type 2 Diabetes

Type 2 diabetes, also known as adult onset diabetes, is the result of the body's impaired ability to respond to circulating insulin. Type 2 patients naturally produce more insulin to compensate for impaired response, and over time this leads to further reduction in cellular sensitivity to insulin, and ultimate failure of the metabolic system. Type 2 diabetes accounts for approximately 90-95% of all instance of diabetes, and has attracted substantial attention from the pharmaceutical industry for therapeutic control. This subset of the market has been experiencing profound growth and is expected to drive expansion going forward.

The risk factors for Type 2 diabetes typically increase as person ages, when a person does not regularly exercise and if he or she is overweight and obese. Other risks factors include:

- Family history of diabetes in close relatives
- Being of African, Asian, Native American, Hispanic/Latino, or Pacific Islander ancestry
- High blood pressure
- High blood levels of fats, known as triglycerides, coupled with low levels of high-density lipoprotein, known as HDL, in the blood stream
- Prior diagnosis of pre-diabetes such as glucose intolerance or elevated blood sugar
- In women, a history of giving birth to one or more babies over 9 pounds and/or diabetes during pregnancy

Even though Type 2 diabetes is not a genetic disease, it appears to be strongly inherited as confirmed by observations:

- 80-90% of people with Type 2 diabetes have other family members with diabetes
- 10-15% of children of a diabetic parent will develop diabetes
- If one identical twin has Type 2 diabetes, there is up to a 75% chance that the other will also be diabetic Type 2 Diabetes Insulin Resistance and Insufficient Insulin Production

Insulin resistance in Type 2 diabetes means the signal insulin gives to a cell is weakened. The weakened signal results in less glucose uptake by muscle and fat cells and a reduction in insulin mediated activities inside cells. Compounding this problem of resistance, there is additional defect in insulin production and secretion by the insulin producing cells, the beta cells in the pancreas. As a group, people with Type 2 diabetes have both insulin resistance and an inability to overcome the resistance by secreting more insulin. Any given individual with Type 2 diabetes may have more resistance than insulin insufficiency or more insulin insufficiency than resistance. The problems may be mild or severe, and the progression from a genetic predisposition to Type 2 diabetes to the development of an elevated blood sugar or overt diabetes is affected by environmental factors

Pre-Diabetes

Pre-diabetes is a stage between not having diabetes and having Type 2 diabetes. A patient has pre- diabetes when his or her blood sugars are above normal, but not so high as to meet the diagnostic criteria for Type 2 diabetes. One in three people with pre-diabetes will go on to develop Type 2 diabetes.

INSULIN BASICS

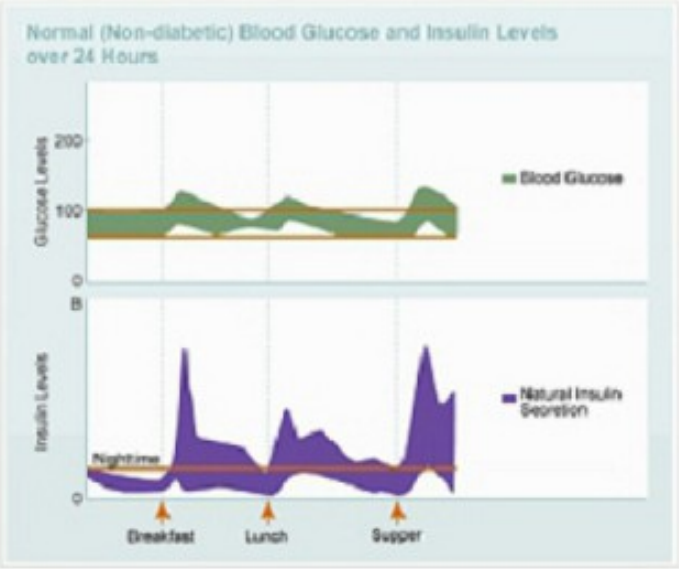
Non-Diabetic Blood Sugar and Insulin Release Patterns

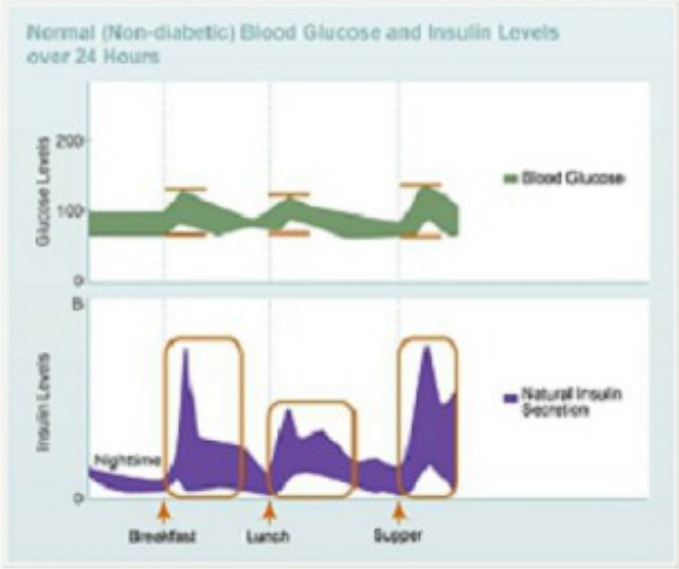
Natural insulin (i.e. insulin released from human pancreas) keeps blood sugar in a very narrow range. Overnight and between meals, the normal, non-diabetic blood sugar ranges between 60-100mg/dl and 140 mg/dl or less after meals and snacks. To keep the blood sugar controlled overnight, while fasting and between meals, the body releases a low, background level of insulin. When a person eats, there is a large burst of insulin. This surge of insulin is needed to dispose of all the sugar being absorbed from the meal. In a healthy human, all these complex processes take place automatically, dynamically, and continuously with insulin released from the pancreas into the blood stream.

Although the insulin is quickly destroyed (5-6 minutes), its effect on cells may last 1-1.5 hours. When the body needs more insulin, its concentration increases; when the body no longer needs insulin, its concentration in the blood stream rapidly

falls. At mealtime, a little insulin is released even as a person starts smelling or chewing the food. This gets the body ready to receive the sugar load from the meal.

Then, as the food is digested, the sugar levels rise which causes a surge of insulin. The insulin levels rapidly climb and peak in about 45 minutes to 1 hour before falling back to the background or basal levels as illustrated below:

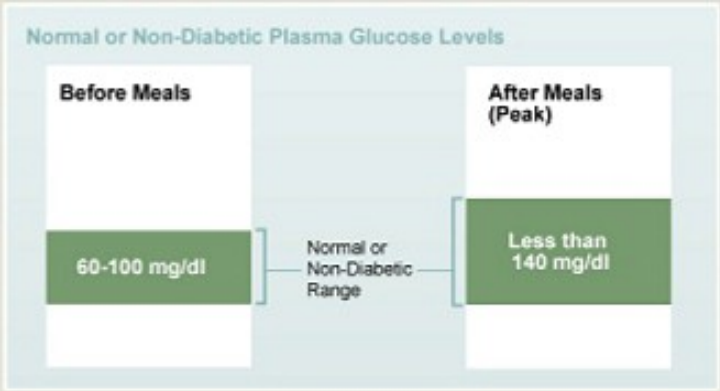


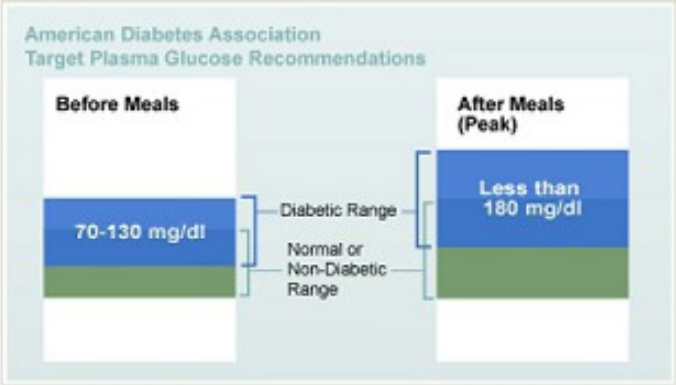


Diabetes Diagnostic Criteria

The American Diabetes Association (ADA) issues the following recommendations the blood sugar (glucose) targets for non-diabetics.

A1c*	**< 7.0%**
Before Meal Glucose Level	70-130 mg/dl
After Meal Glucose Level	< 180 mg/dl





Downsides of High Blood Sugar

Immediate problems of high blood sugar include a risk of diabetic ketoacidosis (DKA), which is a blood chemical imbalance and can be life-threatening. DKA develops when the cells do not get the sugar they need for energy and the body breaks down fat instead of glucose and produces and releases substances called ketones into the bloodstream. Some unpleasant symptoms may include:

- Flushed, hot, dry skin
- A strong, fruity breath odor
- Loss of appetite, abdominal pain, and vomiting
- Restlessness
- Rapid, deep breathing
- Confusion
- Drowsiness or difficulty waking up. Severe cases may cause difficulty breathing, brain swelling, coma or death. Negative long-term consequences of elevated blood sugar include:
- Damage to large blood vessels (macrovascular disease) can lead to a buildup of plaque, increasing one's risk of coronary artery disease, heart attack, and stroke
- Damage to small blood vessels (microvascular disease) can lead to loss of vision, kidney disease, and nerve problems throughout the body
- Nerve damage (diabetic neuropathy) can decrease or completely block the movement of nerve impulses or messages through organs, legs, arms, and other parts of the body. Nerve damage can affect internal organs and one's ability to feel pain when they are injured
- Loss of proximities through amputation Blood Sugar Management Approaches

Non-behavioral or medications-based sugar management approaches tend to fall within non-insulin based and insulin-based categories. The non-insulin-based approaches, most often prescribed with the onset of Type 2 diabetes include:

- Metformin: Pills that reduce sugar production from the liver
- Thiazolidinediones (glitazones): Pills that enhance sugar removal from the blood stream
- Insulin releasing pills (secretagogues): Pills that increase insulin release from the pancreas
- Starch blockers: Pills that slow starch (sugar) absorption from the gut
- Incretin based therapies: Pills and injections that reduce sugar production in the liver and slow the absorption of food
- Amylin analogs: Injections that reduce sugar production in the liver and slow the absorption of food

However, because Type 2 diabetes tends to be a progressive condition, a vast majority of patients end up on some form on insulin replacement plan. According to Alaleh Mazhari, DO, an associate professor of endocrinology at Loyola Medicine in Maywood, IL, "After 10 to 20 years [after diagnosis], almost all patients with Type 2 diabetes will need insulin. "Once they lose most of the cells in the pancreas that make insulin, no other [non-insulin] diabetes medication can help. They may have been on one, two, or three diabetes medications, but their A1C can no longer be kept in a safe range."9 When a diabetes patient doesn't have enough of his own insulin, or cannot take other medications to control his blood sugar, he will need to start insulin therapy. The insulin therapy tries to duplicate the body's natural pattern of insulin secretion.

Contemporary insulin replacement therapies can only approximate normal insulin levels, and the treatment plan is must be periodically revised. The insulin therapy can range from one injection a day to multiple injections and using an insulin pump (continuous subcutaneous insulin infusion). The more frequent the insulin injections, the better the approximation of natural or normal insulin levels.

TYPES OF INSULIN

Insulin has been available since 1925, and was initially extracted from beef and pork pancreases. In the early 1980's, technology became available to produce human insulin synthetically. There are various dimensions across which insulins are classified.

Human Insulin vs. Insulin Analogs Classification

Human insulin is synthetically produced insulin, which is identical in structure to a human's natural insulin, thus the name "human insulin." It is a synthetic compound manufactured outside of the human body through application of the recombinant DNA technology. However, when synthetic human insulin is injected under the skin it doesn't work as well as natural insulin. It clumps together, takes a long time to be absorbed, and is not well synchronized with a human body's needs.

As the name implies, insulin analog is "analogous" or similar to human insulin, but they have been designed to mimic the body's natural patterns of insulin release and absorption. Analogs have minor structural variations from human insulin that give them desirable characteristics when injected under the skin. Once absorbed, they act on cells like human insulin, but are absorbed from fatty tissue more predictably.

Insulin Product Classification by Action

Insulins products are also categorized by the timing of their action in a patient's body. These categories include:

- Onset (how quickly they act)
- Peak (how long it takes to achieve maximum impact)
- Duration (how long they last before they wear off)

There are three main groups of insulins: Fast-acting, Intermediate-acting, and Long-acting insulin.

Fast- or rapid-acting insulin is absorbed quickly from the patient's fat tissue (subcutaneous) into the bloodstream and is used to control the blood sugar during meals and snacks and to correct high blood sugars. This category includes such products as insulin aspart, insulin lyspro and insulin glulisine. They have an onset of action of 5 to 15 minutes, peak effect in 1 to 2 hours and duration of action that lasts 4-6 hours. With all doses, large or small, the onset of action and the time to peak effect is similar.

However, the duration of insulin action is affected by the dose. For example, a few units may last 4 hours or less, while 25 or 30 units may last 5 to 6 hours. Compare these to regular human insulin, which has an onset of action of 0.5 hour to 1-hour, peak effect in 2 to 4 hours, and duration of action of 6 to 8 hours. The larger the dose of regular the faster the onset of action, but the longer the time to peak effect and the longer the duration of the effect.

Intermediate-acting insulin is absorbed more slowly, and lasts longer, which allows it to be used to control the blood sugar overnight, while fasting and between meals. An example of the intermediate acting is NPH Human Insulin, which has an onset of insulin effect of 1 to 2 hours, a peak effect of 4 to 6 hours, and duration of action of more than 12 hours. Very small doses will have an earlier peak effect and shorter duration of action, while higher doses will have a longer time to peak effect and prolonged duration. Another example of intermediate-acting insulin product is pre-mixed insulin, which is NPH pre-mixed with either regular human insulin or a rapid- acting insulin analog. The insulin action profile is a combination of the short and intermediate acting insulins.

Long-acting insulin is absorbed slowly, has a minimal peak effect, and a stable plateau effect that lasts most of the day. These qualities allow it to be used to control the blood sugar overnight, while fasting and between meals. Examples of long-acting insulins include insulin glargine and insulin detemir with an onset effect in 1.5-2 hours. The insulin effect plateaus over the next few hours and is followed by a relatively flat duration of action that lasts 12-24 hours for insulin detemir and 24 hours for insulin glargine.

Type of Insulin	Onset	Peak	Duration	Appearance
Fast-acting				
Regular Human Insulin	½-1 hr.	2-4 hr.	6-8 hr.	clear
Lyspro/ Aspart/ Glulisine	<15 min.	1-2 hr.	4-6 hr.	clear
Intermediate-acting				
NPH	1-2 hr.	6-10 hr.	12+ hr.	cloudy
Long-acting				
Detemir (Levemir®)	1 hr.	Flat, Max effect in 5 hrs.	12-24 hr.	
Glargine (Lantus®)	1.5 hr.	Flat, Max effect in 5 hrs.	24 hr.	

Insulin Products Classification by Concentration & Delivery Method

Insulin concentrations may vary depending on specific marketed product. Typically, insulins sold in the U.S. have a concentration of 100 units per ml or U100. In other countries, additional concentrations are available.

- Syringe, which requires manual dosage from insulin vials.
- Insulin pen, which resembles a large pen. It replaces the vial and syringe, assists people with poor eyesight, and helps avoid over- or under-dosing.
- Insulin pump allows for computerized / motorized insulin delivery with significant delivery flexibility over time and dosage as it is connected to the body through catheter and often comes with blood sugar monitor.
- Jet injector is an alternative to needle delivery. The delivery takes place by applying the device against the patient's skin and pressing a button; a jet of air forces insulin through the skin.
- Nasal spray allows for delivery of insulin through the nose; insulin is kept in small-size particles and is absorbed through lungs.
- Insulin inhaler (similar to traditional asthma inhaler) also allows for delivery of insulin through lungs.
- Insulin infusion, unlike other delivery mechanisms above, is not designed to be performed by a patient. Infusion implies delivery directly into a patient vein and must be done in a hospital setting under close medical supervision. Typically, insulin is added to intravenous fluids and insulin and blood sugar are strictly monitored in real time setting.

Upon FDA approval of the IND application, the Company intends to produce Regular Human Insulin, which is classified as a "Fast-acting" insulin. Upon receipt and approval of sufficient funds and FDA approval of the NDA, the Company intends to *also* produce Insulin Analogs within each of the three classifications – "Fast-acting," "Intermediate-acting" and "Long-acting" insulins. There can be no certainty as to when or if the Company will receive such FDA approvals.

Market Opportunity

Diabetes has been growing at an exponential rate and the International Diabetes Federation (IDF) estimates that, for 2019, "An estimated 463.0 million adults aged 20–79 years worldwide (9.3% of all adults in this age group) have diabetes. It is estimated that 79.4% live in low- and middle-income countries. Based on the 2019 estimates, by 2030 a projected 578.4 million, and by 2045, 700.2 million adults aged 20–79 years, will be living with diabetes." (*IDF Diabetes Atlas*, 9th ed., (2019), www.diabetesatlas.org) The IDF groups 211 countries and territories into seven IDF Regions: Africa, Europe, Middle East and North Africa, North America and Caribbean, South and Central America, South-East Asia and the Western Pacific. Based on the IDF's analysis of data from 255 sources from 138 countries, the largest increase in diabetic population will take place in regions where economies are moving from low-to middle-income status. The IDF data reveals:

	Number of Adults (Age 20-79) with Diabetes (million)		Adult Population (million)		Regional Prevalence in Adult Population		Change in Number of Adults with Diabetes (million)	Change in Regional Prevalence
Region	2019	2045	2019	2045	2019	2045		
Africa	19.4	47.1	501.3	1.1 billion	3.9%	4.4%	+27.7	+0.5%
Europe	59.3	68.1	665.4	664.5	8.9%	10.3%	+8.8	+1.4%
Middle East and North Africa	54.8	107.6	426.3	686.7	12.8%	15.7%	+52.8	+2.9%
North America and Caribbean	47.6	63.2	357.1	422.6	13.3%	15.0%	+15.6	+1.7%
South and Central America	31.6	49.1	335.1	417.0	9.4%	11.8%	+17.5	+2.4%
South-East Asia	87.6	152.8	997.4	1.3 billion	8.8%	11.3%	+65.2	+2.5%
Western Pacific	162.6	212.2	1.7 billion	1.8 billion	9.6%	11.8%	+49.6	+2.2%

While Type 1 diabetes tends to be relatively stable, it is still increasing and affects an estimated 1.1 million children and adolescents (age 0-19), with roughly 128,000 newly diagnosed cases each year. It is currently not possible to estimate the number of children and adolescents with type 2 diabetes.

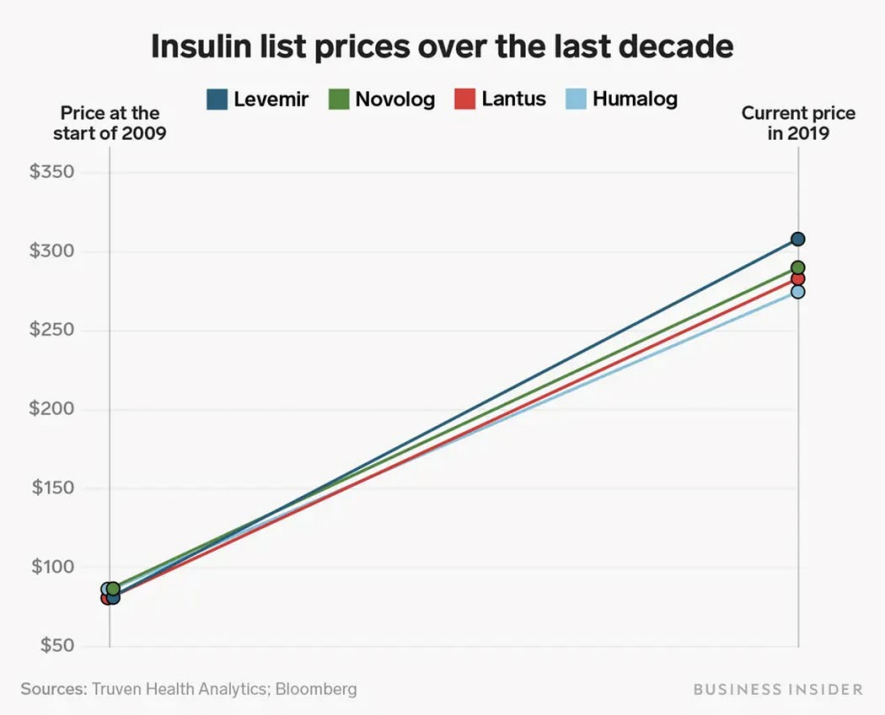
The global human insulin market size stood at $21.26 billion in 2018 and is projected to reach $27.71 billion by 2026, exhibiting a Compound Annual Growth Rate (CAGR) of 3.4% during the forecast period. (*Human Insulin Market Size, Share & Industry Analysis, By Type (Analogue Insulin (Long-Acting, Fast Acting, Premix), Traditional Human Insulin (Long-Acting, Short-Acting, Fast Acting, Premix)), By Diabetes Type (Type 1, Type 2), By Distribution Channel (Retail Pharmacy,*

Hospital Pharmacy, Online Pharmacy), and Regional Forecast, 2019-2026 , Fortune Business Insights) "From a geographical standpoint, North America continues to maintain its dominance in the global Human Insulin Market through the forecast years. The report indicates that the market in this region was worth USD 10.42 billion in the year 2018. . . . Apart from North America, Europe is the second-most leading region in the market. Following Europe, the market in Asia Pacific is expected to rise at the highest CAGR over the projected horizon. This is ascribable to the rising prevalence of diabetes, coupled with rising per capita income of the population in this region." (Globe Newswire, January 06, 2020).

"Stories of Americans rationing insulin - and dying for it - have been making national headlines. The most famous case, perhaps, was 26-year-old Alec Smith, who died in 2017 less than a month after he aged out of his mother's health insurance plan. Despite working full-time making more than minimum wage, he could not afford to buy new insurance or pay the $1,000 a month for insulin without it." (*The human cost of insulin in America*, R. Prasad, BBC News, 14 March 2019, https://www.bbc.com/news/world-us-canada-47491964)

"There have been many other recent reports of deaths in patients with type 1 diabetes because of lack of affordable insulin. ... [T]here is virtual monopoly on insulin that has been sustained for decades. Three companies, Novo Nordisk, Sanofi-Aventis, and Eli Lilly control most of the market. ... A study conducted at Yale University found that 25% of patients with diabetes ration insulin because of the high cost. There are 30 million patients with diabetes in the United States, and approximately 25% (7.4 million Americans) need insulin. For the 1.3 million patients with type 1 diabetes, insulin is as vital as air and water." (*Commentary*, S. Vincent Rajkumar, MD, "Mayo Clinic Proceedings", Vol. 95, Issue 1, P22-28, January 01, 2020, https://www.mayoclinicproceedings.org/article/Soo25-6196(19)31008-0/fulltext)

As the reports above suggest, insulin prices are influenced by the major pharmaceutical companies, and in some cases appear to have cost diabetic patients their lives. We are passionate about bringing affordable insulin to the market.



- The skyrocketing cost of insulin has become a crisis in the US. Some people are dying because they can't afford the life-saving drug.
- In the last decade, the list prices of common types of insulin have roughly tripled, even though they're the exact same products offered 10 years ago. . . .
- The prices of Humalog and Novolog have essentially increased in lockstep. We've seen similar price hikes for Lantus, a common long-acting insulin made by Sanofi, and long-acting Levemir, also made by Novo Nordisk.
- For the 1.25 million Americans living with type 1 diabetes, as well as some with type 2 diabetes, insulin is as crucial to living as air. Many people with diabetes in the US are forced to take extreme measures to stay alive while they wait for lower prices. . . .

- In June, T1International published a survey that found that more than a quarter of people with type 1 diabetes in the US rationed their insulin last year, the highest percentage of insulin rationing of any high-income country surveyed.
- Insulin rationing is a life-or-death decision that has not come without its consequences. . . .
- Insulin prices have become so high in the US that some people are going abroad to buy the drug. Business Insider recently joined a caravan traveling from the Midwest to Ontario to find affordable insulin prices.

(*One chart reveals how the cost of insulin has skyrocketed in the US, even though nothing about it has changed*, R. Gillett and S. Gal, Sep 18, 2019, Business Insider)

Intellectual property

We consider the protection of our proprietary information, technologies, know-how, products, and processes (hereinafter "proprietary technology") to be material to the success of our business. This includes all intellectual property assigned to the Company by the Founders, including all trade secrets, research, technological advancements, processes improvements, theoretical constructs, and other intangible assets, concepts and advancements compiled and/or independently developed by the Founders. We rely upon trade secrets, contractual arrangements, confidentiality and, if applicable in the future, trademarks to establish and protect our proprietary technology. We have identified several trade secrets for which we may file patents after we secure funding. Until we have resources to properly document, file for and enforce the key aspects of our proprietary technology in insulin manufacturing, we choose to keep these technology aspects secret.

We have options to file patents covering the various analogs and we may do so after we close on funding. All patents can be filed as U.S., the patent cooperation treaty (PCT), or country-specific patents. We believe the U.S. patent path tends to be the fastest and cheapest. Yet, the PCT patent gives coverage in the U.S. and all other patent treaty countries, but tends to be more expensive. We plan to evaluate patent protection on a product-by-product basis. We intend to prosecute any patent applications and enforce and defend any patents we obtain and otherwise enforce and defend our proprietary technology.

We will require our employees, consultants, outside scientific collaborators, customers and certain prospective customers, sponsored researchers, and other advisors to execute non-circumvent, non-compete confidentiality agreements upon the commencement of employment or other relationships with us. These agreements generally are expected to provide that all confidential information developed by or made known to the individual during the course of the individual's relationship with us is to be kept confidential and not disclosed to third parties. In the case of employees, the agreements generally will provide that all discoveries, developments, inventions, and other intellectual property conceived or reduced to practice by the individual while employed by us will be our exclusive property.

Competition

Three multi-national companies control approximately 93% of the global market by sales revenues. These players are Sanofi Aventis (France), Novo Nordisk A/S (Denmark), Eli Lilly & Company (U.S.). Other players include Biocon Ltd. (India), Julphar (U.A.E.), Ypsomed AG (Switzerland), Becton, Dickinson and Company (U.S.), Wockhardt Ltd. (India), B. Braun Meselgen AG (Switzerland), and Biodel Inc. (U.S.).

Top Seven Global Insulin Manufacturers

Rank	Company Name	HQ Country	Countries with Sales	Market % (by revenue)	Market % (by production)	Major Insulin Products
1	Novo Nordisk	Denmark	111	41%	52%	Actrapid®, Insulatard®, Levemir®, Mixtard®, Novolog®/NovoRapid®, NovoMix® Novolin 70/30, Tresiba
2	Sanofi	France	101	32%	17%	Apidra®, Insuman®, Lantus®, Toujeo®
3	Eli Lilly	US	94	20%	23%	Humalog®, Humulin®, Basaglar®

Rank	Company Name	HQ Country	Countries with Sales	Market % (by revenue)	Market % (by production)	Major Insulin Products
4	Bioton	Poland	26	Unknown	Unknown	GensulinTM, SciLinTM
5	Wockhardt	India	17	Unknown	Unknown	Wosulin®
6	Biocon	India	17	Unknown	Unknown	Basalog®, Insugen®
7	Julphar	UAE	13	Unknown	Unknown	Jusline®

Employees

At the date of this Offering Circular, we have two full-time employees, who are Messrs. Wood and Zimmerman; however, as founders, officers and directors, Messrs. Wood and Zimmerman are not currently receiving compensation or benefits. Our two nominated officers will serve on a part-time basis, but will not receive compensation or benefits initially. Our planned staffing requirements are set forth in the following table.

Positions	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7
Senior staff	2	4	4	4	4	5	5
Other staff	1	1	1	2	5	8	8
Research and development staff	0	6	6	6	6	6	6
Production staff	0	0	0	14	22	30	30
Total positions	3	11	11	26	37	49	49

Facts and figures regarding demand, sales, and cost of insulin are referenced from the Centers for Disease Control and Prevention (CDC) and the International Diabetes Federation

Our Property

We do not own or lease any offices at this time other than a "virtual office" at the address set forth on the cover page of this Offering Circular. In the event we sell a sufficient number of shares of our common stock pursuant to this Offering Circular, we plan to lease general office space sufficient for our current needs and additional needs of additional personnel in the foreseeable future.

HOW WE PLAN TO USE PROCEEDS FROM THE SALE OF OUR SHARES

We expect to receive gross proceeds of $50,000,000 from the sale of our shares, if we sell the entire offering of 12,500,000 shares, and to incur in expenses of $3,500,000 associated with the offering. The purposes to which we intend to apply the proceeds are set forth in the following table. The columns in the table indicate the level of proceeds applied to the individual line items in the table based on the percentage of the total offering that we sell.

Use of Proceeds:	**10%**	**50%**	**100%**
Capital Raised	5,000,000	25,000,000	50,000,000
Less: Offering Costs	345,500	1,750,000	3,500,000
Net Offering Proceeds	**4,654,500**	**23,250,000**	**46,500,000**
Clinical trials	3,386,498	10,056,996	10,056,996
Research & Development	0	912,314	912,314
Laboratory Supplies and Support	0	3,013,717	3,013,717
Facility	0	5,000,000	27,000,000
Office Supplies and Support	18,348	90,000	90,000
Compensation and Benefits[1]	371,640	1,041,600	1,041,600
Taxes & Fees	42,750	173,400	173,400
Sales and Marketing	215,250	637,485	637,485
General and Administrative	105,014	354,488	354,488
Regulatory Fees and Consultants	140,000	250,000	250,000
Legal and Accounting	125,000	470,000	470,000

Contingency	250,000	1,250,000	2,500,000
Debt Repayment			
Total Use of Net Offering Proceeds	**$ 4,654,500**	**$ 23,250,000**	**$ 46,500,000**

[1] The Company does not currently compensate its founders, officers or directors and/or their affiliates, and currently has no verbal or contractual obligation to any founders, officers or directors and/or their affiliates to provide such compensation. The Company may decide to compensate its officers in the future, but does not intend to compensate its founders or directors, for acting in such capacities. The Company has budgeted the "Compensation and Benefits" amounts set forth above to provide for such personnel as may be required to effect the operation of the business (See "Employees" set forth above). Any Compensation and Benefits provided to a founder, officer or director and/or any of their affiliates, acting in any capacity other than as a founder or director, will be at market rates for such services.

We believe the net proceeds from the sale of all the shares we are offering, assuming all the offered shares are sold (of which you have no assurance), will be sufficient to fund our operations for approximately 36 months, assuming application of the proceeds as outlined above and assuming we do not earn revenues. If we generate revenues, of which you have no assurance, revenues would extend the period over which the net proceeds from the sale of the shares will sustain our operations. See, "Risk Factors". Our Board of Directors reserves the right to reallocate the use of net proceeds, if, in our judgment, such reallocation will best serve our needs in meeting changes, developments and unforeseen delays and difficulties. Pending use, the net proceeds shall be invested in certificates of deposit, money market accounts, treasury bills, and similar short term, liquid investments with substantial safety of principal.

Our Plan of Operations

We are a development stage enterprise. The following information describes our plan to conduct operations over the next twenty-seven months beginning with our first sales of our shares under this Offering Circular.

KEY TIMELINE GOALS	**START**	**END**	**Budget**
Produce cGMP clinical trial lot & characterize	Month 1	Month 6	$ 1,735,121
Prep & File IND Application (NDA) with FDA*	Month 3	Month 6	$ 205,000
Conduct Clinical Trails PK/PD & Antigenicity	Month 7	Month 12	$ 947,827
Compile trials data for FDA filing	Month 8	Month 12	$ 205,000
Prep & File New Drug Application (NDA) with FDA*	Month 9	Month 12	$ 193,550
NDA review	Month 12	Month 27	N/A
		Total	$ 3,386,498

*There can, however, be no certainty as to when or if the Company will receive such FDA approval.

Note: The above Key Timeline Goals are *estimates only* with regard to both timing and budget.

Litigation

We are not engaged in any litigation at the date of this Offering Circular. We may be engaged in litigation from time to time in the normal course of business, including claims for injury and damage alleged to be caused by use of our planned products.

DESCRIPTION OF SECURITIES WE ARE OFFERING

The following description of our common stock is qualified in its entirety by reference to our Articles of Incorporation, our bylaws and Wyoming corporation law. We are authorized to issue forty million shares of common stock, $0.001 par value per share. At the date of this Offering Circular, we have 10,000,000 shares of common stock issued and outstanding.

Holders of our common stock:

- have one vote per share on election of each director and other matters submitted to a vote of shareholders;
- have equal rights with all holders of issued and outstanding common stock to receive dividends from funds legally available therefore, if any, when, as and if declared from time to time by the board of directors;
- are entitled to share equally with all holders of issued and outstanding common stock in all of our assets remaining after payment of liabilities, upon liquidation, dissolution or winding up of our affairs;
- do not have preemptive, subscription or conversion rights; and
- do not have cumulative voting rights.

All shares of our common stock outstanding, regardless of the number, including shares we sell pursuant to this Offering Circular, have a right to vote for the election of directors and on any other matter subject to shareholder approval. The preferred stock has the right to vote, as a class, ten (10) votes per share for an aggregate of 100,000,000 votes cast as a class. Holders of common stock and the holders of the preferred stock vote together as a single group on all matters subject to shareholder approval. For illustration, based on 10,000,000 shares of common stock issued and outstanding at the date of this Offering Circular, the common stock has an aggregate of 10,000,000 votes (one vote per share) and the preferred stock has an aggregate of 100,000,000 votes (ten votes per share). Accordingly, holders of common stock, regardless of the number of issued and outstanding shares upon completion of this offering, will not constitute a majority of all votes available to be cast and will not be able to elect any directors or approve or effectively oppose any actions or transactions requiring shareholder approval. There are no restrictions on the repurchase or redemption of shares of preferred stock of the Company by the issuer while there is any arrearage in the payment of dividends or sinking fund installments.

Our transfer agent is Colonial Stock Transfer Co, Inc., whose address is 66 Exchange Place, Suite 100, Salt Lake City, Utah 84111, whose phone number is (801) 355-5740, and whose web address is www.colonialstock.com.

DILUTION

Dilution is the amount by which the offering price paid by purchasers of Shares sold in this offering will exceed the pro forma net tangible book value per share of Share after the offering.

Because the financial characteristics of both the common stock and the preferred stock in the Company are identical, for purposes of determining per share cost and dilution, the number of shares used in the calculations includes the aggregate number of common shares and preferred shares of stock issued and outstanding. If all of the Shares in this offering are fully subscribed and sold, the Shares offered herein will constitute approximately 38.46% of the total shares of both common stock and preferred stock outstanding and issued in the Company. The Company anticipates that subsequent to this offering the Company may require additional capital and such capital may take the form of Shares, other shares of stock, or securities or debt convertible into shares. Such future fundraising will further dilute the percentage ownership of the Shares sold by the Company.

If you invest in our Shares, your interest will be diluted immediately to the extent of the difference between the offering price per share of our shares and the pro forma net tangible book value per share of our shares after this offering. As of the date of this Offering, the net tangible book value of the Company was approximately $0.00 since the Company has not generated any revenue to date. Based on the number of shares issued and outstanding as of the date of this Offering Circular, which equates to a net tangible book value of approximately ($0.00193) per Share on a pro forma basis. Net tangible book value per share consists of members' equity adjusted for the retained earnings (deficit), divided by the total number of shares outstanding. The pro forma net tangible book value, assuming full subscription in this Offering, would be approximately $1.43 per share.

Thus, if the Offering is fully subscribed, the net tangible book value per share owned by our current members will have immediately increased by approximately $1.43 without any additional investment on their part and the net tangible book value per Share for new investors in the Shares will be immediately diluted to $1.43 per Share.

	100%	**50%**	**10%**
Net Tangible Assets	$ 50,000,000.00	$ 25,000,000.00	$ 1,510,000.00
Offering Expenses	$ 3,500,000.00	$ 1,750,000.00	$ 105,000.00

Net Tangible	$ 46,500,000.00	$ 23,250,000.00	$ 1,405,000.00
New Shares	12,500,000	6,250,000	1,250,000
Total Shares	32,500,000	26,250,000	21,250,000
Previous Book Value per Share before offering	$ -0.00192645	$ -0.00192645	$ -0.00192645
Book Value per Share	$ 1.43077	$ 0.88571	$ 0.06612
Increase to Existing Shareholders	$ 1.43270	$ 0.88764	$ 0.06804
Price per Share Paid by Investors	$ 4.00	$ 4.00	$ 4.00
Change in Value to Investor per Share	$ -2.56923	$ -3.11429	$ -3.93388
Percentage Dilution	64.23%	77.86%	98.35%
Percentage of Outstanding Shares	38.46%	23.81%	5.88%

PLAN OF DISTRIBUTION

Plan of Distribution

BiologX, Inc. is offering a maximum of 12,500,000 shares of Common Stock on a “best efforts” basis.

The cash price per share of Common Stock is $4.00 per share.

The company intends to market the shares in this Offering both through online and offline means. Online marketing may take the form of contacting potential investors through electronic media and posting our Offering Circular or “testing the waters” materials on an online investment platform.

The offering will terminate at the earliest of: (1) the date at which the maximum offering amount has been sold, (2) the date which is one year from this offering being qualified by the Commission, and (3) the date at which the offering is earlier terminated by BiologX, Inc. in its sole discretion.

The company may undertake one or more closings on an ongoing basis. After each closing, funds tendered by investors will be available to the company. After the initial closing of this offering, the company expects to hold closings on at least a monthly basis.

TAX CONSEQUENCES FOR RECIPIENT (INCLUDING FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX CONSEQUENCES) WITH RESPECT TO THE INVESTMENT PURCHASE PACKAGES ARE THE SOLE RESPONSIBILITY OF THE INVESTOR. INVESTORS MUST CONSULT WITH THEIR OWN PERSONAL ACCOUNTANT(S) AND/OR TAX ADVISOR(S) REGARDING THESE MATTERS.

Minimum Offering Amount

The shares being offered will be issued in one or more closings. No minimum number of shares must be sold before a closing can occur; provided, however, investors may only purchase shares a minimum of 80 shares for a total minimum dollar amount of $320 USD. Potential investors should be aware that there can be no assurance that any other funds will be invested in this offering other than their own funds.

No Selling Shareholders

No securities are being sold for the account of security holders; all net proceeds of this offering will go to BiologX, Inc.

The Online Platform

The company will pay FundAthena, Inc., DBA Manhattan Street Capital ("Manhattan Street Capital" or "MSC" as applicable) for its services in hosting the Offering of the shares on its online platform.

Further, BiologX, Inc. has entered into an Engagement Agreement with MSC (the "Engagement Agreement"), which includes consulting services and technology services. BiologX, Inc., or the company as applicable, will pay MSC the following:

- A project management retainer fee of $6,000 USD paid monthly in advance for a 9-month, and the same value of ten-year cashless exercise warrants priced at the lowest price at which securities will be sold in the Offering.

- A listing fee of $5,000 USD per month while the offering is live for investment or reservations, and the same value of ten-year cashless exercise warrants priced at the lowest price at which securities were sold in the Offering.

- A technology admin and service fee of $25.00 USD per investment in the offering, plus the same value of ten-year cashless exercise warrants priced at the lowest price at which securities were sold in the Offering.

- AML fee of $5 per investor or $15 per Trust or Company

All fees are due to MSC regardless of whether investors are rejected after AML checks or the success of the Offering. In addition, there may also be hourly and/or other fees for compliance, processing, custodial, support, and/or administrative services.

Manhattan Street Capital does not directly solicit or communicate with investors with respect to offerings posted on its site, although it does advertise the existence of its platform, which may include identifying issuers listed on the platform. Our Offering Circular will be furnished to prospective investors in this offering via download 24 hours a day, 7 days a week on the www.manhattanstreetcapital.com website.

Investors' Tender of Funds

After the Offering Statement has been qualified by the Securities and Exchange Commission (the "SEC"), the company will accept tenders of funds to purchase whole shares and fractional shares. Prospective investors who submitted non-binding indications of interest during the "test the waters" period will receive an automated message from us indicating that the Offering is open for investment. We will conduct multiple closings on investments (so not all investors will receive their shares on the same date). Each time the company accepts funds transferred from the Escrow Agent is defined as a "Closing." The funds tendered by potential investors will be held by our escrow agent, Prime Trust, LLC (the "Escrow Agent") and will be transferred to us at each Closing.

Process of Subscribing

You will be required to complete a subscription agreement in order to invest. The subscription agreement includes a representation by the investor to the effect that, if you are not an "accredited investor" as defined under securities law, you are investing an amount that does not exceed the greater of 10% of your annual income or 10% of your net worth (excluding your principal residence).

Additionally, the subscription agreement contains the following provision regarding jurisdiction in connection with claims and actions:

EXCEPT FOR MATTERS OR ACTIONS ARISING UNDER THE SECURITIES ACT OF 1933 OR THE EXCHANGE ACT OF 1934, SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF TEXAS AND AGREE THAT ANY ACTION OR PROCEEDING RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH TEXAS COURTS. SUBSCRIBER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF

PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 7 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

If you decide to subscribe for the Common Stock in this Offering, you should complete the following steps:

1. Go to www.manhattanstreetcapital.com/BIOLOGX;
2. Click on the "Invest Now" button;
3. Complete the online investment form;
4. Deliver funds directly by check, wire, debit card, credit card, or electronic funds transfer via ACH to the specified account or deliver evidence of cancellation of debt;
5. Once funds or documentation are received an automated AML check will be performed to verify the identity and status of the investor;
6. Once AML is verified, investor will electronically receive, review, execute and deliver a Subscription Agreement.

Upon confirmation that an investor's funds have cleared, the Company will instruct the Transfer Agent to issue shares to the investor and the investor's funds will be available for release from escrow to the Company. The Transfer Agent will notify an investor when shares are ready to be issued and the Transfer Agent has set up an account for the investor.

Escrow Agent

The company will engaged PrimeTrust LLC, as the Escrow Agent for this offering ("Escrow Agent"). The Escrow Agent has not investigated the desirability or advisability of investment in the shares nor approved, endorsed, or passed upon the merits of purchasing the securities.

The company has agreed to pay the Escrow Agent:

- $350 Escrow account setup fee
- $30 per month escrow account fee for so long as the Offering is being conducted
- $600 Technology Platform setup fee
- $300 per month Technology Platform license fee
- Transaction fee of $15.00 per investor
- ACH processing fee of $2.00 per transaction
- Wire processing fee of $15.00 per transaction (domestic)
- Check processing of $5.00 per transaction
- Cash management fee of 0.5% of funds processed (up to a maximum of $8,000)

Transfer Agent

The company has also engaged Colonial Stock Transfer Co., Inc., a registered transfer agent with the SEC, who will serve as transfer agent to maintain shareholder information on a book-entry basis. The company estimates the aggregate fee due to for the above services to be $6,500 annually.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our financial statements and related notes appearing at the end of this Offering Circular. This discussion contains forward-looking statements reflecting our current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward looking statements due to a number of factors, including those discussed in the section entitled "Risk Factors" and elsewhere in this Offering Circular.

Overview

BiologX, Inc. was incorporated under the laws of the State of Wyoming November 18, 2020. We are a biopharmaceutical company for which one of our founders and directors has developed a proprietary technology to manufacture generic insulin and insulin analog active pharmaceutical ingredients (API). This is a new technology which we believe will make our U.S.-manufactured insulin and insulin analogs cost-competitive on a global scale. The Company is in the preclinical phase of product testing, and has not yet applied to the FDA for any exploration of a new drug compound.

We are a pre-revenue company with a limited operating history upon which to base an evaluation of our business and prospects. Our short operating history may hinder our ability to successfully meet our objectives and makes it difficult for potential investors to evaluate our business or prospective operations. We have not generated any revenues since inception, and we are not currently profitable and may never become profitable.

The Company's financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. Our ability to continue as a going concern is contingent upon our ability to raise additional capital as required. The company does not currently generate any cash on its own.

Results of operations

To date, we have not generated any revenues from our planned operations. We anticipate that operating expenses will continue to rise in connection with the continued development of our business operations.

Liquidity and Capital Resources

To date, we have generated no cash from operations and negative cash flows from operating activities. The company has self-financed its activities to date. These factors raise substantial doubt about our ability to continue as a going concern. Our future expenditures and capital requirements will depend on numerous factors, including the success of this offering and the ability to execute our business plan. We may encounter difficulty sourcing future financing. Currently, we do not have short-term liquidity and cannot predict long term liquidity.

Operating Activities

During the 9-month pre-incorporation period from January 1, 2020 through September 29, 2020, and the subsequent 2-week period from November 18, 2020 through December 3, 2020, the Company used $115,229 to pay for startup activities and syndication expenses related to the capital raise filing. Our current selling, general and administrative expenses are reflected in our statement of operations. These amounts for the periods reported are not necessarily indicative of selling, general and administrative expenses in future periods.

Capitalization and Financing Activities

In November 2020, the Company received $5,000 in cash contributions from the founders.

Additionally, on November 18, 2020, the founders assigned all right, title, and interest in and to their intellectual property related to the production and manufacture of low cost insulin for human use using proprietary manufacturing technology, as a capital contribution with an aggregated value of $20,000.

Related Party Transactions

The Company owes the founders $115,229 at February 5, 2021 for certain startup and syndication expenses paid during the 10½-month pre-incorporation period from January 1, 2020 through November 17, 2020, and the subsequent 18-week period from November 18, 2020 through February 5, 2021.

Plan of Operation

The Company believes that funding at any level could result in significant progress being made toward completing clinical trials. We have not yet applied for an Investigational New Drug ("IND"). We have the ability to slow down or accelerate product development, pre-clinical studies, and clinical studies based on available funds. Nearly all expenses are variable,

and employees are willing to delay compensation from time to time if need be. If we are successful in raising the maximum offering amount through our issuance of common shares in this offering, we believe that we will have sufficient cash resources to fund our plan of operations for the next 36 months. Furthermore, if we fail to raise at least $1,735,121, we anticipate that we will need to secure additional funding to complete the IND filing, which is our priority. See "How We Plan to Use Proceeds From the Sale of Our Shares."

We are a pre-revenue company in the development stage. The Company began operations in November 2020, and has a very limited operating history. Our plan of operations for the next few years includes completing the research and development work and additional testing of our insulin products, development and optimized production of our planned products, developing, executing, and monitoring sales and marketing campaigns, and seeking FDA approval of our processes. There can, however, be no certainty as to when or if the Company will receive such FDA approval.

We continually evaluate our plan of operations to determine the manner in which we can most effectively utilize our limited cash resources. The timing of completion of any aspect of our plan of operations is highly dependent upon the availability of cash to implement that aspect of the plan. There is no assurance that we will successfully obtain the required capital or revenues, or, if obtained, that the amounts will be sufficient to fund our ongoing operations.

We do not have commitments for capital expenditures, although development of a pilot facility for production of our planned insulin products will require future commitments for capital expenditures.

Trend Information

Because the Company is still in the startup phase and have only recently commenced operations, we are unable to identify any recent trends in revenue or expenses. Thus, we are unable to identify any known trends, uncertainties, demands, commitments or events involving our business that are reasonably likely to have a material effect on our revenues, income from operations, profitability, liquidity or capital resources, or that would cause the reported financial information in this Offering to not be indicative of future operating results or financial condition.

OUR MANAGEMENT

Information about our directors and executive officers is set forth in the following table. The address of our directors and executive officers is our address. We do not have any employees, other than our directors and executive officers.

Name	Age	Position	Approximate Hours Per Week	Director and/or Officer Beginning
David J. Wood	62	Director, Chief Executive Officer, Secretary and Principal Accounting Officer	40	November 18, 2020
Ronald E. Zimmerman	75	Director and Chief Scientific Officer	40	November 20, 2020
Dr. Donna Zimmerman	63	Vice President of Regulatory Affairs (Nominee)	20 (anticipated)	To be determined
Dr. Alexander Fleming	65	Chief Medical Officer (Nominee)	20 (anticipated)	To be determined

Our shareholders elect our directors. Our directors serve terms of one year and are generally elected at each annual shareholders meeting; provided, that you have no assurance we will hold a shareholders' meeting annually. Each director will remain in office until his successor is elected and qualified, or his/her earlier resignation. We do not have independent directors using the definition of independence contained in the NASDAQ listing rules. Our executive officers are elected by the board of directors and their terms of office are at the discretion of the board of directors, subject to terms and conditions of their respective employment agreements, if any. We have the authority under Wyoming law and our bylaws to indemnify our directors and officers against certain liabilities. We have been informed by the U.S. Securities and Exchange Commission that indemnification against violations of federal securities law is against public policy and therefore unenforceable.

Management Biographies

David J. Wood is a director and our Chief Executive Officer and Corporate Secretary on a full time basis, and a co-founder of BiologX, Inc. He has served as director, president, chief executive officer, chief operation officer, vice president and general manager for public and private companies. He has over thirty-five years of experience in general management and operations roles in start-ups and Fortune 25 companies delivering revenue growth, building teams to sustain growth and profitability. In April 2007 he was the founder and until November 2018 he was the president of SCiBPO, a strategic consultancy specializing in building business value and improving performance in successful companies. From March 1999 to March 2007, Mr. Wood served first as vice president and general manager of a $200 million enterprise business unit of Scient, Inc., a consulting company founded in 1997. After Scient filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, Case Nos. 02-13455 through 02-13458 (AJG) in 2002, Mr. Wood served as its President and Chief Restructuring Officer until 2007. From October 1996 to March 1999, Mr. Wood served as the President and Chief Operating Officer of The Joseph Company, an international consumer products business. During his tenure with Joseph, shareholder value increased to $400 million, a valuation that was validated by Credit Suisse First Boston and Merrill Lynch during the $40 million financing round he completed for future expansion. In his earlier career, Mr. Wood held various senior executive and operations roles with PepsiCo in New York, California, Pennsylvania, and Rhode Island. Mr. Wood served as a Captain the United States. He attended The Wharton School at University of Pennsylvania and University of Rhode Island for his post-college training. He holds a BS degree, Magna Cum Laude (1979), from Northeastern University.

Ronald E. Zimmerman is a director and our Chairman and Chief Scientific Officer, and a cofounder of BiologX, Inc. Mr. Zimmerman has over thirty-eight years of experience in purifying and characterizing proteins from microgram to gram scale under good laboratory practice and good manufacturing practice guidelines. He also brings two decades of building and selling biopharmaceutical businesses. Before cofounding BiologX, Mr. Zimmerman spent several years, beginning in 2016, continuing to develop, refine and simplify the process for manufacturing human insulin and insulin analogs, in preparation for the founding and launch of BiologX. In 2006, Mr. Zimmerman founded ELONA Biotechnologies, Inc., a company specializing in proteomics, process development and characterization of therapeutic proteins, with offices, laboratories and production facilities located Greenwood, Indiana, where he served as President until the company's

dissolution in 2015. ELONA was also pursuing the development and production of human insulin, insulin analogs, growth hormones, and other "follow-on" proteins to treat chronic diseases. ELONA had the capability to produce active pharmaceutical ingredients for clinical trials using current good manufacturing practices, and developed, operated, and licensed innovative production processes for both novel and bioequivalent protein products. Prior to ELONA, Mr. Zimmerman co-founded Indiana Protein Technologies, also located in Greenwood, in 1997 and was its President and Chief Scientist until its sale to IVAX Corporation in 2006. Indiana Protein Technologies was a progressive biotech company that identified, purified, and characterized proteins from microgram to gram scale. During that period Indiana Protein Technologies successfully did contract research and development, on potential protein products, for several pharmaceutical and biotechnology companies including Eli Lilly and Co., Millennium, Exoxemis, Biogen, Ontogeny, Breakthrough Technologies, Cook Biotech, and others. Prior to Indiana Protein Technologies, Mr. Zimmerman was a Senior Scientist with Eli Lilly & Company for more than thirty years, retiring from Eli Lilly in 1997 but continuing as a contractor through Indiana Protein Technologies. At Eli Lilly, Mr. Zimmerman dealt with large-scale purification of proteins for NMR and Crystallography using LC-MS to characterize proteins, used tandem mass spectrometry to quantitate protein in biological systems, set-up of a good manufacturing practices facility and developed good manufacturing practices and quality assurance procedures for clinical trial material. Mr. Zimmerman has published several scientific articles, made several oral presentations, and has received US patents. He holds a MS degree in Physiology and Biochemistry (1968) as well as BS degree in Physiology (1966) from the Indiana State University.

Dr. Donna Zimmerman, Vice President of Regulatory Affairs (Nominee) and wife of Ronald E. Zimmerman, has more than 30 years of experience at a senior level in the life sciences industry, in clinical and regulatory affairs, IND, NDA and regulatory submission, and clinical study management. Dr. Zimmerman is a Senior Clinical Research Associate (CRA) with George Clinical, a division of The George Institute for Global Health, a role which she also held with Covance by Labcorp from 2013 to 2016, prior to joining George Clinical. George Clinical is a leading contract research organization (CRO), providing the full range of clinical trial services to pharmaceutical, medical device and diagnostic customers, for all trial phases, registration and post-marketing trials. As a Senior CRA, Dr. Zimmerman works with companies to confirm they are satisfying FDA requirements in clinical trials. Dr. Zimmerman was the CFO and Head of Clinical and Regulatory Affairs of Elona Biotechnologies, Inc., and was the Director of Clinical and Regulatory Affairs of Indian Protein Technologies, which she and Ron Zimmerman co-founded in 1997, managing the financial aspects of the company until its acquisition by IVAX Corp (now part of Teva Pharmaceutical Industries Limited) in 2006. Dr. Zimmerman also founded and led a clinical trial management company, responsible for managing all aspects of clinical trials for multiple clients simultaneously. Dr. Zimmerman is a private pilot, holds a PhD in Health Research Administration from Kennedy Western University, a Master of Business Administration from Indiana Wesleyan University, a Bachelor of Science in Chemistry & Biology from the University of Indiana, and an Associate of Science in nursing from Colorado State University.

G. Alexander Fleming, MD, Chief Medical Officer (Nominee), received his M.D. in Internal Medicine training from Emory University, followed by fellowships at Vanderbilt University and National Institutes of Health, where he was a senior fellow. Dr. Fleming is the Founder and Executive Chairman of Kinexum Services, LLC, a multidisciplinary strategic advisory firm that he founded in 2003, which has served over 400 companies with products ranging from conventional pharmaceuticals to complex molecules, cell therapies, medical devices and digital technologies across multiple therapeutic areas. Dr. Fleming has also served as the Executive Vice President, Clinical Development, of Tolerion, Inc., a clinical-stage biopharmaceutical company founded in 2013 to developing disease-modifying treatments for type 1 diabetes and other autoimmune diseases. At the FDA from 1986 to 1998, Dr. Fleming was responsible for the therapeutic areas of diabetes, other metabolic and endocrine disorders, growth and development, nutrition, lipid-lowering compounds, and reproductive indications. He led reviews of landmark approvals, including metformin and the first statin, insulin analog, PPAR-agonist, and growth hormone for non-GH deficiency indications. Dr. Fleming oversaw clinical review of the earliest biotech products, including human insulin and growth hormone. He also helped to shape FDA policies and practices related to therapeutic review and regulatory communication. He was a major contributor to FDA's Good Review Practice (GRP) initiative and led the committee responsible for education and training at CDER. Dr. Fleming's regulatory and technical expertise has been requested in numerous international settings. He was assigned from FDA to the World Health Organization from 1991-92. Dr. Fleming was a member of the expert working groups on Good Clinical Practices and General Considerations for Clinical Trials of the International Conference on Harmonization (ICH). He also participated on other ICH committees, including the Common Technical Document working group. Dr. Fleming has frequently published scientific articles, and papers. Dr. Fleming is also lead author of the book, *Optimizing Development of Therapies for Diabetes*. He has been a member of many corporate and advisory boards to academic and commercial institutions and professional societies, including the Juvenile Diabetes Research Foundation, the European Association for the Study of

Diabetes (EASD) and American Diabetes Association (ADA), and has also served on the joint technology working groups of the EASD and the ADA.

Compensation of Directors and Executive Officers

Information about the annual compensation we have paid to our directors and executive officers since our incorporation on November 18, 2020, is set forth in the following table:

Name/Position(s)	Cash Compensation	Other Compensation	Total Compensation
David J. Wood Chief Executive Officer, Secretary, Principal Accounting Officer and Director	None	None	None
Ronald E. Zimmerman Chief Scientific Officer and Director	None	None	None
Dr. Donna Zimmerman Vice President of Regulatory Affairs (Nominee)	None	None	None
Dr. Alexander Fleming Chief Medical Officer (Nominee)	None	None	None

At this time, we do not compensate our executive officers; however, we may consider doing so in the future. We do not compensate our directors.

Employment Contracts

We do not have employment contracts with our executive officers. We may consider entering into employment agreements in the future.

STOCK OWNERSHIP BY MANAGEMENT AND CERTAIN SHAREHOLDERS

Our principal shareholders are set forth in the following table. These principal shareholders include:

- each of our directors and executive officers who are shareholders, and
- our directors and executive officers as a group.

We believe each of these persons has sole voting and investment power over the shares they own, unless otherwise noted. The address of our directors and executive officers is our address.

	Number		Ownership Percentage by Class		Voting Percentage: Voting as a Group[2]	
Name/Class	Before	After	Before	After	Before	After
David J. Wood						
Common Stock	5,000,000	5,000,000	50%	22%[1]	4.55%	4.08%[1]
Preferred Stock[2]	4,000,000	4,000,000	40%	40%	36.36%	32.65%
Ronald E. Zimmerman						
Common Stock	5,000,000	5,000,000	50%	22%[1]	4.55%	4.08%[1]
Preferred Stock[2]	6,000,000	6,000,000	60%	60%	54.54%	48.99%
All Directors and Officers as a group (2 persons)						
Common Stock	10,000,000	10,000,000	100%	44%[1]	9.1%	8.16%[1]
Preferred Stock[2]	10,000,000	10,000,000	100%	100%	90.9%	81.64%

(1) Assuming one hundred percent (100%) of the 12,500,000 offered shares of common stock are sold.

(2) On all matters submitted to the shareholders for a vote, the common stock and the preferred stock vote as a group, as follows: Each share of preferred stock has 10 votes per share, or a total of 100,000,000 votes for all 10,000,000 shares of preferred stock issued and outstanding. Each share of common stock has one vote per share, or a total of 10,000,000 votes for all 10,000,000 shares of common stock issued and outstanding as of the date of this offering. The vote of the preferred stock, voting as a class, is determined by a supermajority vote of at least 65% of the preferred stock. The Common Stock and the Preferred Stock vote as a single class ONLY as provided elsewhere in the Governing Documents; otherwise, the Common Stock and Preferred Stock each vote as a separate class.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

Other than Management's relationship to the Company as Directors, Officers, and Shareholders, the Company has not engaged in, nor currently proposes to engage in, any transaction in which Management, any affiliates of Management, any other person holding more than a 10% interest in the Company, or any immediate family member of such persons, had or is to have a direct or indirect material interest.

CONFLICTS OF INTEREST

The Company is not currently subject to any conflicts of interest; however, no assurances can be made that conflicts of interest will not arise in the future.

Additional Information

Legal Matters

Certain legal matters with respect to the validity of the shares of common stock to be distributed pursuant to this Offering Circular will be passed upon for us by Wallace A. Glausi, Attorney at Law.

Experts

We have relied on IndigoSpire CPA Group as experts for audit of our financial statements.

Where You Can Find More Information

We have filed an offering statement on Form 1-A under the Securities Act with the U.S. Securities and Exchange Commission for the common stock offered by this Offering Circular. This Offering Circular does not include all of the information contained in the offering statement. You should refer to the offering statement and our exhibits for additional information. Whenever we make reference in this Offering Circular to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the exhibits attached to the offering statement for copies of the actual contract, agreement, or other document. Upon the qualification of our initial offering statement, we became subject to the informational reporting requirements of the Exchange Act that are applicable to Tier 2 companies whose securities are registered pursuant to Regulation A, and accordingly, we will file annual reports, semi-annual reports and other information with the SEC. When we complete this offering, we will also be required to file certain reports and other information with the SEC for a period of time and may continue to voluntarily file such reports.

You can read our SEC filings, including the offering statement of which this Offering Circular is a part, and exhibits, over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room.

BIOLOGX, INC.

(a Wyoming corporation)

AUDITED FINANCIAL STATEMENTS

For the inception period of November 18, 2020 through November 20, 2020

Financial Statements

BIOLOGX, INC.

Table of Contents

IndigoSpire
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT

November 24, 2020

To: Board of Directors, BIOLOGX, INC.
Attn: David Wood

Re: 2020 (inception) Financial Statement Audit

We have audited the accompanying consolidated financial statements of BIOLOGX, INC. (a corporation organized in Wyoming) (the "Company"), which comprise the balance sheet as of November 20, 2020, and the related statements of income, stockholders' equity, and cash flows for the inception period of November 18, 2020 (inception) and ending November 20, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of the Company's financial statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of

the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of November 20, 2020, and the results of its operations, shareholders' equity and its cash flows for the period November 18, 2020 (inception) through November 20, 2020 in accordance with accounting principles generally accepted in the United States of America.

Going Concern

As discussed in the Notes and Additional Disclosures, certain conditions indicate the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments which might be necessary should the Company be unable to continue as a going concern. Our conclusion is not modified with respect to that matter.

Sincerely,


IndigoSpire CPA Group

IndigoSpire CPA Group, LLC
Aurora, Colorado

November 24, 2020

BIOLOGX, INC.
BALANCE SHEET
As of November 20, 2020
See accompanying Auditor's Report and Notes to these Financial Statements

ASSETS

Current Assets:	
Cash and cash equivalents	$ 0
Deferred offering costs	56,700
Total Current Assets	0
Intangible assets	20,000
TOTAL ASSETS	$ 76,700

LIABILITIES AND SHAREHOLDERS' EQUITY

Liabilities:	
Current Liabilities:	
Advances, related party	$ 115,229
Total Current Liabilities	0
Non-current Liabilities:	
None	0
TOTAL LIABILITIES	115,229
Shareholders' Equity:	
Common stock, 40,000,000 shares of $0.001 par value authorized, 10,000,000 shares issued and outstanding as of November 20, 2020	10,000
Preferred stock, 10,000,000 shares of $0.001 par value authorized, 10,000,000 shares issued and outstanding as of November 20, 2020	10,000
Retained earnings, net of distributions	(58,529)
Total Stockholder's Equity	(38,529)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 76,700

BIOLOGX, INC.
STATEMENT OF OPERATIONS
For the period of November 18, 2020 (inception) to November 20, 2020
See accompanying Auditor's Report and Notes to these Financial Statements

Revenues	$ 0
Cost of revenues	0
Gross Profit (Loss)	0
Operating Expenses:	
General and administrative	58,529
Total Operating Expenses	58,529
Operating Income	(58,529)
Provision for Income Taxes	0
Net Income	$ (58,529)

BIOLOGX, INC.

STATEMENT OF SHAREHOLDERS' EQUITY

For the period of November 18, 2020 (inception) to November 20, 2020

See accompanying Auditor's Report and Notes to these Financial Statements

	Common Stock		Preferred Stock			
	Shares	**Value**	**Shares**	**Value**	**Accumulated Earnings/Deficit**	**Total Shareholders' Equity (Deficit)**
As of November 18, 2020 (inception)	**0**	**$0**		**$0**	**$0**	**$0**
Share Issuances to founders	10,000,000	10,000	10,000,000	10,000		0
Net Income/(Loss)					(58,529)	(58,529)
Balance as of November 20, 2020	**10,000,000**	**$ 10,000**	**10,000,000**	**$ 10,000**	**$ (58,529)**	**$ (38,529)**

BIOLOGX, INC.

STATEMENT OF CASH FLOWS

For the period of November 18, 2020 (inception) to November 20, 2020

See accompanying Auditor's Report and Notes to these Financial Statements

Cash Flows from Operating Activities		
Net Income	$	(58,529)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
None		0
Net Cash Used in Operating Activities		(58,529)
Cash Flows from Investing Activities		
None		
Net Cash Used in Investing Activities		0
Cash Flows from Financing Activities		
Costs incurred in offering		(56,700)
Short-term advances from related parties		115,229
Net Cash Provided by Financing Activities		58,529
Net Change In Cash and Cash Equivalents		0
Cash and Cash Equivalents at Beginning of Period		0
Cash and Cash Equivalents at End of Period	$	0
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest	$	0
Cash paid for income taxes	$	0
Substantial non-cash transactions		
20,000,000 shares tendered to founders for intangible assets	$	20,000

BIOLOGX, INC.
NOTES TO FINANCIAL STATEMENTS
As of November 20, 2020
See accompanying Auditors' Report

NOTE 1 - NATURE OF OPERATIONS

BIOLOGX, INC. (which may be referred to as the "Company," "we," "us," or "our") is an early stage company devoted to the development and production of biopharmaceutical products.

The Company incorporated on November 18, 2020 in the state of Wyoming.

Since Inception, the Company has relied on advances from its current shareholders to fund its operations. As of November 20, 2020, the Company had little working capital and will likely incur losses prior to generating positive working capital. These matters raise substantial concern about the Company's ability to continue as a going concern (see Note 6). During the next 12 months, the Company intends to fund its operations with funding from a securities offering campaign (see Note 8) and funds from revenue producing activities, if and when such can be realized. If the Company cannot secure additional short-term capital, it may cease operations. These financial statements and related notes thereto do not include any adjustments that might result from these uncertainties.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America ("GAAP"). The Company has selected December 31 as the year end as the basis for its reporting.

Use of Estimates
The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the footnotes thereto. Actual results could differ from those estimates. It is reasonably possible that changes in estimates will occur in the near term.

Risks and Uncertainties
The Company has a limited operating history. The Company's business and operations are sensitive to general business and economic conditions in the United States. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: recession, downturn or otherwise, local competition or changes in consumer taste. These adverse conditions could affect the Company's financial condition and the results of its operations. As of November 20, 2020, the Company is operating as a going concern.

Cash and Cash Equivalents
The Company considers short-term, highly liquid investment with original maturities of three months or less at the time of purchase to be cash equivalents. Cash consists of currency held in the Company's checking account. As of November 20, 2020, the Company had not yet established a checking account.

Receivables and Credit Policy
Trade receivables from customers are uncollateralized customer obligations due under normal trade terms, primarily requiring payment before services are rendered. Trade receivables are stated at the amount billed to the customer. Payments of trade receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoice. The Company, by policy, routinely

assesses the financial strength of its customer. As a result, the Company believes that its accounts receivable credit risk exposure is limited and it has not experienced significant write-downs in its accounts receivable balances. As of November 20, 2020, the Company did not have any outstanding accounts receivable.

Property and Equipment
Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are expensed as incurred. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the balance sheet accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets. As of November 20, 2020, the Company had recorded no fixed asset acquisitions and no depreciation.

Intangible Assets
The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. As of November 20, 2020, the Company had no fixed assets.

Capitalized Development Costs
Developed costs are capitalized at cost. Expenditures for renewals and improvements or continued development (including payroll) are capitalized. Once commercial feasibility is procured, the balance of capitalized development costs will be amortized over three years.

The Company reviews the carrying value of capitalized development costs for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. As of November 20, 2020, the Company had not incurred any capitalized development costs.

Deferred Offering Costs
The Company complies with the requirements of ASC 340-10. The Deferred Offering Costs of the Company consist solely of legal and other fees incurred in connection with the capital raising efforts of the Company. Under ASC 340-10, costs incurred are capitalized until the offering whereupon the offering costs are charged to members' equity or expensed depending on whether the offering is successful or not successful, respectively. As of November 20, 2020, the Company had recorded $56,700 of deferred offering costs as of November 20, 2020.

Income Taxes
Income taxes are provided for the tax effects of transactions reporting in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the basis of receivables, inventory, property and equipment, intangible assets, cryptocurrency valuation and accrued expenses for financial and income tax reporting. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all the deferred tax assets will not be realized.

The Company is taxed as a C Corporation for federal and state income tax purposes. As the Company has recently been formed, no material tax provision exists as of the balance sheet date.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of November 20, 2020, the unrecognized tax benefits accrual was zero.

The Company is current with its foreign, US federal and state income tax filing obligations and is not currently under examination from any taxing authority.

Revenue Recognition
Starting with inception, the company adapted the provision of ASU 214-09 Revenue from Contracts with Customers ("ASC 606"). ASC 606 provides a five-step model for recognizing revenue from contracts:

- Identify the contract with the customer
- Identify the performance obligations within the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) the performance obligations are satisfied

While the company has not yet earned any revenue, the Company intends to earn revenue through the development, license or sale of its biopharmaceutical products.

Advertising Expenses
The Company expenses advertising costs as they are incurred.

Organizational Costs
In accordance with FASB ASC 720, organizational costs, including accounting fees, legal fees, and costs of incorporation, are expensed as incurred.

Concentration of Credit Risk
The Company maintains its cash with a major financial institution located in the United States of America, which it believes to be credit worthy. The Federal Deposit Insurance Corporation insures balances up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Recent Accounting Pronouncements
In February 2016, FASB issued ASU No. 2016-02, Leases, that requires organizations that lease assets, referred to as "lessees", to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases with lease terms of more than 12 months. ASU 2016-02 will also require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases and will include qualitative and quantitative requirements. The new standard for nonpublic entities will be effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020, and early application is permitted. We are currently evaluating the effect that the updated standard will have on our financial statements and related disclosures.

In August 2016, FASB issued ASU No. 2016-15, "Statement of Cash Flows (Topic 230)." ASU 2016-15 provides classification guidance for certain cash receipts and cash payments including payment of debt extinguishment costs, settlement of zero-coupon debt instruments, insurance claim payments and distributions from equity method investees. The standard is effective on January 1, 2018, with early adoption permitted. The Company is currently in the process of evaluating the impact the adoption will have on its financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been a number of ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact our balance sheet.

NOTE 3 – INCOME TAX PROVISION

As described above, the Company was recently formed and has only incurred costs of its start-up operations and capital raising. As such, no material tax provision yet exists.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

Legal Matters
Company is not currently involved with and does not know of any pending or threatening litigation against the Company or founders.

Lease Arrangement
The Company has not entered any lease agreements as of the balance sheet date.

NOTE 5 – COMMON AND PREFERRED EQUITY

The Company has 40,000,000 shares of $0.001 par value common, non-voting stock authorized under Wyoming law. As of November 20, 2020, the Company had issued 10,000,000 of those common shares to founders in exchange for rights to the founders' intellectual property.

The Company has 10,000,000 shares of $0.001 par value preferred, voting stock authorized under Wyoming law. As of November 20, 2020, the Company had issued 10,000,000 of those common shares to founders in exchange for the rights to the founders' intellectual property.

NOTE 6 – GOING CONCERN

These financial statements are prepared on a going concern basis. The Company began operation in 2020 and has limited operating history. The Company's ability to continue is dependent upon management's plan to raise additional funds (see Note 8) and achieve and sustain profitable operations. The financial statements do not include any adjustments that might be necessary if the Company is not able to continue as a going concern.

NOTE 7 – RELATED PARTY TRANSACTIONS

Related Party Transactions
The Company has incurred costs of $115,229 for expenses relating to start-up, development, and offering securities of the Company. The Company has had these costs paid on its behalf by a related party and is obligated to repay those parties. The repayment is not required before any specific date and does not bear any interest.

As those would be agreements between related parties, there is no guarantee that these rates or costs would be commensurate with an arm's-length arrangement.

NOTE 8 – SUBSEQUENT EVENTS

Securities Offering
The Company is intending to offer common equity in a securities offering planned to be exempt from SEC registration under Regulation A, tier 2. The Company intends to offer up to $50 million in securities issued as 12,500,000 shares at $4.00 per share. The Company has engaged with various advisors and other professionals to facilitate the offering who are being paid customary fees and equity interests for their work.

Bank Account and Funding
The Company will establish a business bank account which will be funded with cash to be provided by the Company's existing equity holders. This cash contribution will be recorded as additional paid-in capital from the Company's equity holders.

Management's Evaluation
Management has evaluated subsequent events through November 24, 2020, the date the financial statements were available to be issued. Based on this evaluation, no additional material events were identified which require adjustment or disclosure in the financial statements.

PART III—EXHIBITS

Item 16. Index to Exhibits

2(a)	Articles of Incorporation
2(b)	Bylaws
4	Form of Subscription Agreement
6	Material Contracts
	(a) Intellectual Property Assignment Agreement to BiologX, Inc.
	(b) Engagement Agreement with Manhattan Street Capital
	(c) Transfer Agency and Registrar Services Agreement with Colonial Stock Transfer Co, Inc.*
8	Escrow Agreement with PrimeTrust, LLC*
11(a)	Consent of Wallace A. Glausi, Attorney at Law (included in Exhibit 12)
11(b)	Consent of IndigoSpire CPAs & Advisors
12	Opinion of Counsel

*(Fully executed Agreement to be filed by Amendment or Supplement)

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on its behalf by the undersigned on February 5, 2021.

BiologX, Inc.

By: */s/ David J. Wood*
Name: David J. Wood
Title: Chief Executive Officer

This offering statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title/Capacity	Date
/s/ David J. Wood David J. Wood	Director, Chief Executive Officer, Secretary and Principal Accounting Officer	February 5, 2021
/s/ Ronald E. Zimmerman Ronald E. Zimmerman	Director and Chief Scientific Officer	February 5, 2021

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: Nov 18 2020 3:29PM
Original ID: 2020-000959398

Profit Corporation

Articles of Incorporation

I. The name of the profit corporation is:

BiologX, Inc.

II. The name and physical address of the registered agent of the profit corporation is:

Paracorp Incorporated
1920 Thomes Ave Ste 610
Cheyenne, WY 82001

III. The mailing address of the profit corporation is:

2802 Flintrock Trace, Ste 303
Austin, TX 78738

IV. The principal office address of the profit corporation is:

2802 Flintrock Trace, Ste 303
Austin, TX 78738

V. The number, par value, and class of shares the profit corporation corporation will have the authority to issue are:

Number of Common Shares:	40,000,000	Common Par Value:	$0.0010
Number of Preferred Shares:	10,000,000	Preferred Par Value:	$0.0010

VI. The name and address of each incorporator is as follows:

Wallace A Glausi
3673 Canadian Way, Tucker, GA 30084

VII. Additional Article:

PREFERRED STOCK. The Board of Directors ("Board") is expressly authorized, at any time and without shareholder approval, to perform any and all such actions with regard to classes and shares of Preferred Stock as set forth in Section 17-16-602 of the Wyoming Business Corporation Act. Before issuing any shares of a class or series created under such Section 17-16-602, the corporation shall deliver to the secretary of state for filing articles of amendment effecting the provisions and setting forth the terms determined under subsection (a) of said Section 17-16-602.

VIII. Additional Article:

VOTING. On all matters submitted to the shareholders for a vote, the common stock and the preferred stock vote as a group, as follows:
Each share of preferred stock has 10 votes per share, or a total of 100,000,000 votes for all 10,000,000 shares of preferred stock issued and outstanding. Each share of common stock has one vote per share, or a total of 10,000,000 votes for all 10,000,000 shares of common stock issued and outstanding as of the date of this offering. The vote of the preferred stock, voting as a class, is determined by a supermajority vote of at least 65% of the preferred stock. The Common Stock and the Preferred Stock vote as a single class ONLY as provided elsewhere in these Articles or the Bylaws; otherwise, the Common Stock and Preferred Stock each vote as a separate class.

Signature: *Wallace A Glausi* Date: **11/18/2020**

Print Name: **Wallace A Glausi**

Title: **Incorporator**

Email: **rjb@wagunify.com**

Daytime Phone #: **(503) 515-3657**

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

☑ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.

☑ I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).

☑ I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.

☑ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.

☑ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

☑ I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: Wallace A Glausi

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars ($2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

☑ I acknowledge having read W.S. 6-5-308.

Filer is: ☑ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature:	*Wallace A Glausi*	Date:	**11/18/2020**
Print Name:	**Wallace A Glausi**		
Title:	**Incorporator**		
Email:	**rjb@wagunify.com**		
Daytime Phone #:	**(503) 515-3657**		

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Paracorp Incorporated, whose registered office is located at **1920 Thomes Ave Ste 610, Cheyenne, WY 82001**, voluntarily consented to serve as the registered agent for **BiologX, Inc.** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: *Wallace A Glausi* Date: **11/18/2020**

Print Name: **Wallace A Glausi**

Title: **Incorporator**

Email: **rjb@wagunify.com**

Daytime Phone #: **(503) 515-3657**

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

BiologX, Inc.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **18th** day of **November**, **2020** at **3:29 PM.**

Remainder intentionally left blank.

Filed Date: 11/18/2020

Secretary of State

Filed Online By:

Wallace A Glausi

on 11/18/2020

Secretary, (ii) such other business must be a proper matter for stockholder action, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting; *provided, however*, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made if such announcement is made less than one hundred (100) days prior to the date of such meeting. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act") and Rule 14a- 4(d) thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (2) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (3) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(c) Notwithstanding anything in the second sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at

the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

Section 6. Special Meetings.

(a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption) or (iv) by the holders of shares entitled to cast not less than twenty percent (20%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as the Board of Directors shall fix.

(b) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by telegraphic or other facsimile transmission to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. Nothing contained in this paragraph shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

Section 7. Notice of Meetings. Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote

at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum. At all meetings of stockholders, except where otherwise provided by statute, or by the Articles of Incorporation or these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute, or by the Articles of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at a duly constituted meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, or the Articles of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at a duly constituted meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by statute, or by the Articles of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute, or by the Articles of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy duly authorized at a duly constituted meeting shall be the act of such class or classes or series.

Section 9. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting in accordance with Section 7.

Section 10. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 37 of these Bylaws, shall be entitled to vote at any meeting of stockholders: (a) Each outstanding share of common stock shall be entitled to one vote, unless otherwise provided in the Articles of Incorporation which authorize it, and each outstanding share of preferred stock shall be entitled to the greater of ten (10) votes per share or the number of votes provided in the Articles of Incorporation which authorize it, in each case on each matter submitted to a vote at a meeting of stockholders; (b) Treasury shares, shares of stock of the Corporation owned by another corporation of which the majority of the voting stock is owned or controlled by the Corporation, and shares of stock of the Corporation held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time; (c) A stockholder may vote either in person or by proxy executed in writing by the stockholder or his duly authorized attorney-in-fact; (d) Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent, or proxy designated by the bylaws of the corporate stockholder; or, in the absence of any applicable bylaw, by such person as the Board of Directors of the corporate stockholder may designate. Proof of such designation may be made by presentation of a certified copy of the bylaws or other instrument of the corporate stockholder. In the absence of any such designation, or in case of conflicting designation by the corporate stockholder, the chairman of the board, president, any vice president, secretary and treasurer of the corporate stockholder shall be presumed to possess, in that order, authority to vote such shares; (e) Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him in trust without a transfer of such shares into his name; (f) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed; (g) A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee or his nominee shall be entitled to vote the shares so transferred; (h) On and after the date on which written notice of redemption of redeemable shares has been mailed to the holders thereof and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders thereof upon surrender of certificates therefor, such shares shall not be entitled to vote on any matter and shall not be deemed to be outstanding shares. Every person entitled to vote or execute consents shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with the laws of the state of incorporation. An agent so appointed need not be a stockholder. No proxy shall be voted after eleven (11) months from its date of creation unless the proxy provides for a longer period.

Section 11. Joint Owners of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, such person's act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally. If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, shall be a majority or even-split in interest.

Section 12. List of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network or otherwise; *provided*, that the information required to gain access to such list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. The list shall be open to examination of any stockholder during the time of the meeting as provided by law.

Section 13. Action Without Meeting.

(a) Unless otherwise provided in the Articles of Incorporation, any action required by statute to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, or by electronic transmission setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Every written consent or electronic transmission shall bear the date of signature of each stockholder who signs the consent, and no written consent or electronic transmission shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner herein required, written consents or electronic transmissions signed by a sufficient number of stockholders to take action are delivered to the corporation by delivery to its registered office in the state of incorporation, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take action were delivered to the corporation.

(d) A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section; *provided*, that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the state of incorporation, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of

stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used; *provided*, that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 14. Organization.

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman of the Board of Directors has not been appointed or is absent, the Chief Executive Officer, or, if the Chief Executive Officer is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the Chief Executive Officer, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders, as it shall deem necessary, appropriate, or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV
DIRECTORS

Section 15. Number and Term of Office. The authorized number of directors of the corporation shall be not less than one (1) and shall be fixed by resolution of the Board of Directors from time to time. Directors need not be stockholders unless so required by the Articles of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient.

Section 16. Powers. The powers of the corporation shall be exercised, its business conducted, and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Articles of Incorporation.

Section 17. Term of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders for a term of one year, provided that, irrespective of the foregoing term, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 18. Duties of Directors.

(a) A Director shall be expected to attend meetings, whether annual, or special, of the Board of Directors and of any committee to which the Director has been appointed.

(b) A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

(3) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

(d) A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this section shall have no liability by reason of being or having been a Director of the Corporation.

Section 19. Vacancies. Unless otherwise provided in the Articles of Incorporation, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director; *provided, however*, that whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Articles of Incorporation, vacancies and newly created directorships of such class or classes or series shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by such stockholders, be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Any director elected

in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal, or resignation of any director.

Section 20. Resignation. Any director may resign at any time by delivering notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office for the unexpired portion of the term of the director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 21. Removal. Subject to any limitations imposed by applicable law or the Articles of Incorporation, any director may be removed during his or her term of office, either with or without cause, only by the affirmative vote of the holders of a majority of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the affirmative vote of the holders of a majority of such stock represented at the meeting or pursuant to written consent.

Section 22. Meetings

(a) Regular Meetings. Unless otherwise restricted by the Articles of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or outside the state of incorporation which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, including a voice-messaging system or other system designated to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for a regular meeting of the Board of Directors.

(b) Special Meetings. Unless otherwise restricted by the Articles of Incorporation, special meetings of the Board of Directors may be held at any time and place within or outside the state of incorporation whenever called by the Chairman of the Board of Directors, the Chief Executive Officer or any two (2) directors.

(c) Meetings by Electronic Communications Equipment. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Notice of Special Meetings. Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by U.S. mail, it shall be sent by first class mail, postage prepaid at least three (3) days before the date of the

meeting. Notice of any meeting may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(e) Waiver of Notice. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 23. Quorum and Voting.

(a) Unless the Articles of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the number of directors duly elected and serving but in no event less than one-third of the authorized number of directors fixed from time to time by the Board of Directors in accordance with the Articles of Incorporation; *provided*, *however*, at any meeting, whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Articles of Incorporation or these Bylaws.

(c) A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect there to because of an asserted conflict of interest.

(d) Each Director who is entitled to vote and who is present at any meeting of the Board of Directors shall be entitled to one (1) vote on each matter submitted to a vote of the Directors. An affirmative vote, of a majority of the Directors present at a meeting of Directors at which a quorum is present, shall constitute the approval, ratification, and confirmation of the Board of Directors.

(e) Proxies Prohibited. No Director may authorize another person or entity to act in said Director's stead by proxy or otherwise.

Section 24. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 25. Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular

or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 26. Directors' Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association or entity in which one or more of the Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose, even though less than a majority of the quorum, without counting the votes or consents of such interested Directors; or

(2) The fact of such relationship or interest is disclosed or known to the stockholders entitled to vote, and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors, a committee, or the stockholders.

(b) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

(c) The position of director, officer or employee of a not-for-profit corporation held by a Director of the Corporation shall not be deemed to create a conflict of interest for such Director, with respect to approval of dealings between the Corporation and the not-for-profit corporation.

(d) In the event all Directors of the Corporation are directors, officers or employees of or have a financial interest in another corporation, firm, association or entity, the vote or consent of all Directors shall be counted for purposes of approving any contract or transaction between the Corporation and such other corporation, firm, association or entity.

Section 27. Procedure. The Board of Directors may adopt their own rules of procedure, which shall not be inconsistent with the Articles of Incorporation, these Bylaws or applicable law.

Section 28. Committees.

(a) Executive Committee. The Board of Directors may appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in

reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) Other Committees. The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) Term. The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Section 29 may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 29 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 29. Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman of the Board of Directors has not been appointed or is absent, the Chief Executive Officer, or if the Chief Executive Officer is absent, the most senior Vice President (if a director) or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary directed to do so by the Chief Executive Officer, shall act as secretary of the meeting.

ARTICLE V
OFFICERS

Section 30. Officers Designated. The officers of the Corporation shall consist of a president, one or more vice presidents (if determined to be necessary by the Board of Directors), a secretary and a treasurer. The Corporation shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board of Directors from time to time. Any two or more offices may be held by the same person. The failure to elect a president, vice president, secretary or treasurer shall not affect the existence of the Corporation. The office of the president may, in the discretion of the Board of Directors, be divided into the office of the chief executive officer and the office of the chief operating officer, provided, that the office of the chief executive officer shall be the office of the president for purposes of state and federal laws requiring such office or the signature of such officer.

Section 31. Tenure and Duties of Officers.

(a) General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed in accordance with Section 35. If the office of any officer becomes vacant for any reason, the Board of Directors may fill the vacancy.

(b) Duties of Chairman of the Board of Directors. The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. If the Chairman is unable to preside at such a meeting, the Chairman may appoint another member of the Board of Directors as the Chairman pro tempore to preside at such meeting, and in the absence of such an appointment, the Board of Directors may appoint a member of the Board of Directors as the Chairman pro tempore. The Chairman of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. If there is no Chief Executive Officer or President elected and serving, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 32.

(c) Duties of Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors if a Chairman of the Board of Directors has not been appointed or is not present or such Chairman has appointed a Chairman pro tempore. The Chief Executive Officer shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The Chief Executive Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(d) Duties of President. If no officer has been appointed Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation and shall have all of the powers of the Chief Executive Officer set forth above. The President shall perform such duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer (if a Chief Executive Officer has been appointed) shall designate from time to time.

(e) Duties of Vice Presidents. The Vice Presidents may assume and perform the duties of the Chief Executive Officer or the President in the absence or disability of the Chief Executive Officer and the President or whenever the office of Chief Executive Officer and President are vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

(f) Duties of Secretary. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors shall designate from time to time. The Chief Executive Officer may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

(g) Duties of Chief Financial Officer. The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time. The Chief Executive Officer may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer shall designate from time to time.

Section 32. Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 33. Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the Chief Executive Officer or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 34. Removal. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI
EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 35. Execution of Corporate Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 36. Voting of Securities Owned by the Corporation. All stock and other securities of other entities owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII
SHARES OF STOCK

Section 37. Form and Execution of Certificates. The shares of the corporation shall be represented by certificates, or shall be uncertificated. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Articles of Incorporation and applicable law. Every holder of stock in the corporation represented by certificate shall be entitled to have a certificate signed by or in the name of the corporation by such officers as provided for certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 38. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed.

Section 39. Transfers.

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by law.

Section 40. Fixing Record Dates.

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the state of incorporation, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of

any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 41. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Wyoming.

ARTICLE VIII
OTHER SECURITIES OF THE CORPORATION

Section 42. Execution of Other Securities. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 36), may be signed by the Chairman of the Board of Directors, the Chief Executive Officer, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; *provided, however,* that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Chief Financial Officer or Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX
DIVIDENDS

Section 43. Declaration of Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation and applicable law.

Section 44. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests

of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X
FISCAL YEAR

Section 45. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI
INDEMNIFICATION

Section 46. Indemnification of Directors, Executive Officers, Other Officers, Employees and Other Agents.

(a) Directors and Officers. The corporation shall indemnify its directors and officers to the fullest extent not prohibited by any applicable law; provided, however, that the corporation may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the corporation shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under applicable law or (iv) such indemnification is required to be made under subsection (d) of this Section 47.

(b) Employees and Other Agents. The corporation shall have power to indemnify its non-officer employees and other agents as set forth in applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person to such officers or other persons, as the Board of Directors shall determine.

(c) Expenses. The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or officer in connection with such proceeding; provided, however, that an advancement of expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 47 or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to subsection (e) of this Section 47, no advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation, in which event this subsection shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of a quorum of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (iii) if

there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or officer. Any right to indemnification or advances granted by this Bylaw to a director or officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or officer is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the corporation.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees, or agents respecting indemnification and advances, to the fullest extent not prohibited by applicable law.

(f) ¶Survival of Rights. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, officer, employee, or other agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) Insurance. To the fullest extent permitted by applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Bylaw.

(h) Amendments. Any repeal or modification of this Bylaw shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

(i) Saving Clause. If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and officer to the full extent not prohibited by any applicable portion of this Bylaw that shall not have been invalidated, or by any other applicable law. If this Section 47 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and officer to the full extent under applicable law.

(j) Certain Definitions. For the purposes of this Bylaw, the following definitions shall apply:

(1) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term "expenses" shall be broadly construed and shall include, without limitation, court costs, attorneys' fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the "corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a "director," "executive officer," "officer," "employee," or "agent" of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Bylaw.

ARTICLE XII
NOTICES

Section 47. Notices.

(a) Notice to Stockholders. Written notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by United States mail or nationally recognized overnight courier, or by facsimile, telegraph or telex or by electronic mail or other electronic means.

(b) Notice to Directors. Any notice required to be given to any director may be given by the method stated in subsection (a), or as provided for in Section 23 of these Bylaws. If such notice is not delivered personally, it shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) Affidavit of Mailing. An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) Methods of Notice. It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(e) Notice to Person with Whom Communication Is Unlawful. Whenever notice is required to be given, under any provision of law or of the Articles of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting, which shall be taken or held without notice to any such person with whom communication is unlawful, shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) Notice to Stockholders Sharing an Address. Except as otherwise prohibited, any notice given under the provisions of, the Articles of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within 60 days of having been given notice by the corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the corporation.

ARTICLE XIII
AMENDMENTS

Section 48. Amendments. The Board of Directors is expressly empowered to adopt, amend, or repeal Bylaws of the corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Articles of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class. The Common Shares of the corporation are entitled to one (1) vote per share, and the Preferred Shares of the corporation are entitled to five (5) votes per share.

ARTICLE XIV
LOANS TO OFFICERS

Section 49. Loans to Officers. Except as otherwise prohibited under applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee, or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit, or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

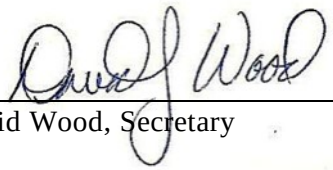
Certificate of Adoption of Bylaws

of

BIOLOGX, Inc.

Certificate by Secretary of Adoption

The undersigned hereby certifies that the undersigned is the duly elected, qualified, and acting Secretary of BIOLOGX, Inc., a Wyoming corporation, and that the foregoing Bylaws were adopted as the Bylaws of the Corporation effective as of November 18, 2020.



David Wood, Secretary

SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET CURRENTLY EXISTS FOR THE SECURITIES.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING CIRCULAR HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**"), THAT OFFERING CIRCULAR DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY THE COMPANY MANHATTAN STREET CAPITAL (THE "**PLATFORM**"). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS WHO ARE NOT "**ACCREDITED INVESTORS**" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN THE "**STATE LAW EXEMPTION AND PURCHASE RESTRICTIONS**" SECTION OF THE OFFERING CIRCULAR. THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING CIRCULAR OR ANY OF THE OTHER MATERIALS AVAILABLE ON THE PLATFORM (COLLECTIVELY, THE "**OFFERING MATERIALS**") OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS (INCLUDING "TESTING THE WATERS" MATERIALS, IF ANY) AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS,

WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED OR IN ANY STATE OR JURISDICTION IN WHICH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO BIOLOGX, INC. OR
ITS DULY AUTHORIZED ATTORNEY-IN-FACT
2802 Flintrock Trace, Suite 303
Austin, Texas 78738

1. SUBSCRIPTION.

(a) The undersigned (whether one or more, hereafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of shares set forth below of the $0.001 par value Common Stock (the "**Securities**") of **BIOLOGX, INC.**, a Wyoming corporation (the "**Company**"), at a purchase price of $4.00 per share (the "**Per Share Price**"), with a minimum purchase of $320.00 or higher ("**Minimum Purchase**"), subject to the discretion of the Company and upon the terms and conditions set forth herein. The rights of the Common Stock are as set forth in the Articles of Incorporation and the Bylaws of the Company, each included in the Exhibits to the offering circular of the Company filed with the SEC (the "**Offering Circular**").

(b) Subscriber understands that the Securities are being offered pursuant to an offering statement dated _____, 202__ (the "**Offering Statement**"), a copy of which has been filed with the SEC. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, copies of the Offering Circular, including the Exhibits thereto, and any other Offering Materials or other information required by the Subscriber to make an investment decision.

(c) Subscriber's subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company, at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities for which the Subscriber has subscribed. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder relating to the rejected portion of the subscription shall terminate.

(d) The aggregate number of Securities sold shall not exceed **12,500,000** shares of Common Stock (the "**Maximum Number of Shares**"). The Company may accept subscriptions until _____, 202__, unless extended by the Company, in its sole discretion, in accordance with applicable SEC regulations or until the Maximum Number of Shares under the Offering are sold, whichever shall first occur (the "**Termination Date**"). The Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "**Closing Date**").

(e) This Agreement and the covenants made herein shall survive the closing of the purchase of the Securities, provided, however, that in the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which section shall survive termination of this Subscription Agreement and shall remain in full force and effect.

(f) The terms of this Subscription Agreement shall be binding upon Subscriber and its transferees, heirs, successors and assigns (individually and collectively, the "**Transferee**"); provided, however, that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company, in advance, an instrument in a form acceptable to the Company, in its sole discretion, pursuant

to which the proposed Transferee shall acknowledge, agree to, and be bound by the representations and warranties of Subscriber and the terms of this Subscription Agreement, and the Company consents to the transfer in its sole discretion.

(g) By agreeing to these provisions, Subscribers will not be deemed to have waived their rights under the federal securities laws and the rules and regulations thereunder.

2. PURCHASE PROCEDURE.

(a) Payment. The purchase price for the Securities shall be paid prior to the execution and delivery to the Company of the signature page of this Subscription Agreement as an e-signature. Subscriber shall deliver an e-signed copy of this Subscription Agreement, after payment for the aggregate purchase price of the Securities by any means approved by the Company, including but not limited to a check, ACH electronic transfer, or by wire transfer to an account designated by the Company.

(b) Deposit Arrangements. Payment for the Securities must be received by PrimeTrust, LLC from Subscriber by ACH electronic transfer, wire transfer of immediately available funds, check or other means approved by the Company, in the amount as set forth on the signature page hereto. Subscriber shall receive notice and evidence of the digital entry of the number of the Securities owned by Subscriber reflected on the books and records of the Company and verified by ComputerShare, which books and records shall bear a notation that the Securities were sold in reliance upon Regulation A.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to Subscriber that the following are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Subscription Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have "knowledge" of a particular fact or other matter if one of the Company's current managers or officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Wyoming. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, and any other agreements or instruments required hereunder. The Company is duly qualified and authorized to conduct business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale, and delivery of the Securities in accordance with this Subscription Agreement have been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold, and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.

(c) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale

and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No Filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The authorized and outstanding shares of the Company immediately prior to the initial investment in the Securities pursuant to this Offering is as set forth under the "**Summary of Offering**" section of the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial Statements. Complete copies of the Company's consolidated financial statements consisting of the balance sheets of the Company as of November 20, 2020, and the related statements of operations, shareholders' equity and cash flows for the period then ended (the "**Financial Statements**") have been made available to the Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present, in all material respects, the consolidated financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. IndigoSpire CPA Group, LLC, which has audited the Financial Statements, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth under the "**How We Plan to Use Proceeds from the Sale of Our Shares**" section of the Offering Circular.

(h) Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants that the following are true and complete in all material respects as of each Closing Date:

(a) Requisite Power and Authority. Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and to carry out the provisions thereof. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the applicable Closing Date. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. The Securities subscribed to pursuant to this Subscription Agreement will be purchased for Subscriber's own account and will be held for investment and not with the view to, or for resale in connection with, any distribution thereof. By such representation Subscriber means that Subscriber intends to hold the Securities for investment without the intent of participating directly or indirectly in a distribution thereof, and that Subscriber does not intend to dispose of all or any part of the Securities unless Subscriber determines that some change in Subscriber's personal circumstances, by reason of some intervening event not now in contemplation, has occurred which makes such disposition necessary.

Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"). Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement.

Subscriber agrees that Subscriber will not in any way transfer or dispose of any of the Securities unless either the Securities are covered by an effective registration statement under the Securities Act or the transfer or disposition is exempt from the registration requirements of the Securities Act. Subscriber further agrees that Subscriber will not in any way transfer or dispose of any of the Securities in violation of any other applicable securities laws and regulations, or in violation of any other applicable law.

Subscriber hereby agrees that the Securities shall be transferable only on the books of the Company, and that no transfer shall be made on the books of the Company and no attempted transfer shall be effective unless and until the request for transfer is accompanied by an opinion of counsel of the Company, or an opinion of counsel for Subscriber which is acceptable to the Company, in their reasonable discretion, to the effect that neither the sale nor the proposed transfer results in a violation of the Securities Act, any other applicable securities laws and regulations, or any other applicable law of which said counsel is aware. Subscriber hereby acknowledges that the Company is under no obligation to assist Subscriber financially or otherwise in registering the Securities under the Securities Act or any other applicable securities laws and regulations, or in obtaining said opinion of counsel, and Subscriber agrees to bear the

entire cost of obtaining any such opinion. Subscriber agrees that a legend in substantially the following form may be placed on any certificate or certificates delivered to Subscriber or any substitutes therefor:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE FEDERAL AND STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE FEDERAL AND STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, EXCEPT IN A TRANSACTION WHICH IS REGISTERED UNDER, EXEMPT FROM, OR OTHERWISE IN COMPLIANCE WITH THE FEDERAL AND STATE SECURITIES LAWS, AS TO WHICH THE ISSUER HAS RECEIVED SUCH ASSURANCES AS THE ISSUER MAY REQUEST, WHICH MAY INCLUDE, A SATISFACTORY OPINION OF ITS COUNSEL.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Shareholder Information. Within five (5) days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. Subscriber further agrees that in the event it transfers any Securities, in addition to any other requirements, restrictions, or provisions hereunder, Subscriber will require the Transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.

(e) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had an opportunity to discuss the Company's business, management and financial affairs with managers and officers of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(f) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(g) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page hereto.

(h) No Brokerage Fees. There are no claims for brokerage commission, finders' fees, or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber. The undersigned will indemnify and hold the Company harmless against any liability, loss, or expense (including, without limitation, reasonable attorneys' fees, and out-of-pocket expenses) arising in connection with any such claim.

(i) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber shall immediately notify the Company, and Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. INDEMNITY.

The representations, warranties and covenants made by the Subscriber herein shall survive the closing of the transactions contemplated by this Subscription Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, managers and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

6. GOVERNING LAW; JURISDICTION.

This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

EXCEPT FOR MATTERS OR ACTIONS ARISING UNDER THE SECURITIES ACT OF 1933 OR THE EXCHANGE ACT OF 1934, SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF TEXAS AND AGREE THAT ANY ACTION OR PROCEEDING RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH TEXAS COURTS. SUBSCRIBER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 7 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

7. DIGITAL SIGNATURES; ELECTRONIC COMMUNICATION.

Digital ("electronic") signatures, often referred to as an "e-signature," enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures.

You may execute this Subscription Agreement by providing one of the following: (i) your original, scanned, or faxed signature; or (ii) your electronic signature, as prescribed in the bulleted paragraphs below.

- The mechanics of the electronic signature requested herein include your execution of this Subscription Agreement and other governing agreements (such as LLC or operating agreements, certificates of formation, resolutions, etc.) for the Company in a single signature block. By typing in your name, with the underlying software recording your IP address, your browser identification, the timestamp, and a security hash within an SSL encrypted environment, you will have accepted and agreed, without reservation, to all of the terms and conditions contained within this Subscription Agreement and other governing agreements. Your electronically signed Agreements will be stored by the Company in such a manner that the Company can access them at any time.

- You hereby consent and agree that the electronic signature below constitutes your signature, acceptance, and agreement of both the Subscription Agreement and other governing agreements as if each of these documents were actually signed by you in writing. Further, all parties agree that no certification authority or other third-party verification is necessary to validate any electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and the Company. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Subscription Agreement and other governing agreements shall be legally binding and that such transaction has been authorized by you. You agree that your electronic signature below is the legal equivalent of your manual signature on both this Subscription Agreement and other governing agreements and that you consent to be legally bound by terms and conditions of such Agreements. The Subscription Agreement and other governing agreements may be executed in counterparts and by electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Furthermore, you hereby agree that all current and future notices, confirmations and other communications regarding this Subscription Agreement or the other governing agreements specifically, and/or future communications in general between the parties, may be made by email, sent to the email address of record as set forth in the vesting information below or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients' email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents

then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

YOUR CONSENT IS HEREBY EXPRESSLY GIVEN TO THE FOLLOWING:

By signing this Subscription Agreement, you are explicitly agreeing to receive documents electronically, including your copy of this signed Subscription Agreement and other governing agreements, as well as ongoing disclosures, communications, and notices.

By signing this document, the Subscriber is agreeing to both all other governing agreements and the Subscription Agreement and all provisions, clauses, representations, warranties, acknowledgments and covenants contained therein, each of which: (i) shall be binding on the heirs, executors, administrators, successors and permitted assigns of the undersigned, and (ii) may not be cancelled, withdrawn, revoked, or terminated by the undersigned except as set forth therein. If there is more than one signatory hereto, the representations, warranties, acknowledgments, and agreements of the undersigned are made jointly and severally.

8. MISCELLANEOUS.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber, except as set forth in Section 1(f) hereof.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators, assigns, and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed, or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

BIOLOGX, INC.
SUBSCRIPTION AGREEMENT - SIGNATURE PAGE

The undersigned, desiring to purchase Common Stock of BIOLOGX, INC., by executing this Signature Page, hereby executes, adopts, and agrees to all the terms, conditions, and representations set forth in the undersigned's Subscription Agreement and the governing documents of the Company.

(a) The number of shares of Common Stock the undersigned hereby irrevocably subscribes for is: _____ (print number of Securities)

(b) The aggregate purchase price (based on a Per Share Price of $4.00) for the shares the undersigned hereby irrevocably subscribes for is: $_____ (print aggregate purchase price)

(c) The Securities being subscribed to will be owned by, and should be recorded on the Company's books as held in the name of _____ (print name of owner or joint owners):

Investor signatures: _____

Investor name: _____

Investor details: _____

Date: _____

This Subscription is accepted by BiologX, Inc.

on _____, 20__.

By:_____

Name: _____

Title: _____

ASSIGNMENT

For good and valuable consideration, Ronald Zimmerman and David Wood (collectively "Assignors"), do hereby execute this Assignment effective this 18th day of November, 2020 and assigns to Biologx, Inc. ("Assignee"), all of Assignor's right, title, and interest in and to all ideas, concepts, formulae, recipes, designs, plans, and other intellectual property related to the production and manufacture of low cost insulin for human use using proprietary manufacturing technology ("IP"), as described further herein on Schedule A, which may be amended from time to time, and which is incorporated herein by this reference.

This Assignment is coupled with all incidents of ownership, all rights and includes all tax benefits and other perquisites and emoluments relating to or arising from the ownership of the IP.

The parties intend that this Assignment be governed by and interpreted under Wyoming Law, and further intend that as of the date hereof, Assignee shall be considered the owner of the IP. The parties hereby covenant and agree to execute any further documentation required to perfect the assignment made hereunder.

In witness whereof, the parties hereby execute this Addendum and Assignment effective as of November 18, 2020.

Assignors

David Wood

Ronald Zimmerman

Assignee
Biologx, Inc.

David Wood, CEO

Schedule A

1. All Intellectual Property ("IP") and proprietary technology that promotes the manufacture of generic insulin and insulin analog active pharmaceutical ingredients ("API").
2. All domain names, websites, URLs, and other trade names and intellectual property relating to the names Biologx, Inc.

Manhattan Street Capital Reg A+ Engagement Agreement

Effective Date: 18 November 2020

BiologX, Inc.
2802 Flintrock Trace, Ste 303
Austin, TX 78738

Re: Advisory, Technology and Administrative Services

This agreement (this "Agreement") will confirm the arrangements under which FundAthena, Inc., DBA Manhattan Street Capital ("MSC") and BIologX, Inc., a Wyoming Corporation/LLC, and its present and future subsidiaries and any entity used thereby to facilitate the Financings contemplated hereby (collectively, the "Client"), to act as the Client's advisor in connection with a possible Financing (as defined below) and the Client's use of MSC's proprietary technology platform (the "MSC Platform").

1. Retention. During the term of this engagement, and as mutually agreed upon by MSC and the Client, MSC shall provide Client with project management, technology, administrative services and assistance with and introductions to resources needed to conduct a Reg A+ offering, (any of the foregoing, a "Financing"). Client agrees to be bound by the MSC Platform standard terms and conditions, (the "Platform Terms") which can be found at www.manhattanstreetcapital.com/terms. Access to the MSC Platform will not be provided without Client's acceptance of the Platform Terms.

2. Cooperation. The Client shall furnish MSC and/or upload to the MSC Platform all current and historical materials and information regarding the business and financial condition of the Client relevant to the Financing, and all other information and data, and access to the Client's officers, directors, employees and professional advisors, which MSC reasonably requests in connection with MSC's activities hereunder. All such materials, information and data shall be to the Client's knowledge, complete and accurate in all material respects and not misleading. Client understands that MSC is not and does not provide any assurance that the contemplated Financing(s) will succeed, or that they will achieve any particular performance level or cost efficiency. The Client agrees to promptly advise MSC of all developments materially affecting the Client, any proposed Financing or the completeness or accuracy of the information previously furnished to MSC, and agrees that no material initiatives relating to the proposed Financing will be taken without MSC having been consulted in advance thereof.

3. Compensation. The Client agrees to promptly pay MSC the MSC Fees (the "Fees"), listed below:

a) **Project management retainer fee** of $6,000 USD paid monthly in advance for a 9-month period from the Effective Date, and the same value of ten-year cashless exercise warrants priced at the lowest price at which securities will be sold in the Financing.

b) **MSC technology admin and service fee** of $25.00 USD per investment in the offering, plus the same value of ten-year cashless exercise warrants priced at the lowest price at which securities were sold in the Financing. The MSC technology admin and service fee is constant regardless of the investment amount, and it is not dependent on the total size of the capital raise. For purposes of calculating this fee, an investment is defined as a transaction where a person or entity deposits money as part of the Financing. The number of warrants will be determined by dividing the product of $25.00 and the total number of investments in this offering, by the lowest price at which securities were sold in the Financing.

c) **Listing fee** of $5,000 USD per month while the offering is live for investment or reservations, including TestTheWaters (TM), and the same value of ten-year cashless exercise warrants priced at the lowest price at which securities were sold in the Financing.

The MSC Fees above do not include fees for back-end services including, but not limited to: payment processing, digital currency conversion, escrow and technology fees, AML check, and accredited investor verification. Back-end service fees paid by MSC may be paid to third-party service providers on behalf of the Client, and will be invoiced by MSC to Client. MSC fees above do not include costs for marketing agency, legal service provider, broker-dealer or transfer agent. Reasonable direct expenses incurred by MSC on behalf of Client will be reimbursed by Client.

It is expressly understood that all MSC Fees are not contingent on the success of the offering. The Fees are an obligation of the Client regardless of the outcome of the offering.

It is expressly understood that a separate MSC Fee shall be payable in respect to each Financing in the event that more than one Financing occurs. Examples may include the addition of a Reg D convertible note offering preceding or in parallel with the Reg A+ offering, or a simultaneous regional Reg A+ offering in another region. In the event of an additional Financing, the rates listed on the MSC site at the time activity by a service provider begins on the additional financing for such offering shall apply.

Payment terms.
Project management retainer fees will be invoiced monthly by MSC, 15 days prior to the first day of the service period. Cash payment will be due on or before the first day of the service period.

MSC technology admin and service fees will be invoiced periodically by MSC, at the close of each period for the previous period. Cash payment will be due 15 days from date of invoice.

Listing fees will be invoiced monthly by MSC, at the close of the month for the previous month period. Cash payment will be due 15 days from date of invoice.

Back-end service fees will be invoiced monthly by MSC, at the close of the month for the previous month period, with the exception of monthly escrow and platform license fees which will be billed in advance for current month. Cash payment will be due 15 days from date of invoice.

Delinquent invoices, 15 days past due, are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. MSC reserves the right to suspend your listing on the MSC Platform and pause advisory services if your account becomes delinquent.

Delivery of warrants.

During the course of the Financing there will be two separate issuances of Warrants as described below:

a) The first Warrant will represent the total amount earned as Project management retainer fees, as defined in section 3a above, and will be delivered upon the initial execution of this Agreement in the form approved by both parties, and attached to this Agreement as **Appendix 1 - Warrant Agreement**..

b) The second Warrant will be earned during the course of this Financing, and will represent warrants earned as MSC technology admin and service fees and Listing fees, as defined in Sections 3b and 3c above. The Client commits to deliver this warrant within 15 days of the

completion, or termination, of the Financing, in the form approved by both parties, and attached to this Agreement as **Appendix 1 - Warrant Agreement**.

It is expressly understood that warrants are not contingent on the success of the offering. The delivery of warrants are an obligation of the Client regardless of the outcome of the offering.

4. Confidentiality. Each party acknowledges that, in the course of evaluating the Financing and, it (the "Receiving Party") may obtain information relating to the other party's business (the "Disclosing Party") (all such information the "Confidential Information"). Such Confidential Information shall belong solely to the Disclosing Party. For sake of clarity, information is considered Confidential Information for so long as it has not been made known to the general public by the Disclosing Party or through the rightful actions of a third party, and for so long as the information holds value, as reasonably determined by the Disclosing Party, by virtue of remaining confidential. During the Term and after its termination, the Receiving Party: (a) shall not use, other than as required for the Financing, or disclose Confidential Information without the prior written consent of the Disclosing Party, or unless such Confidential Information becomes part of the public domain without breach of this Agreement by the Receiving Party, its officers, directors, employees or agents; (b) agrees to take all reasonable measures to maintain the Confidential Information in confidence, but not less than those it takes to safeguard its own confidential information; and (c) will disclose the Confidential Information only to those of its employees and consultants as are necessary for the uses licensed hereunder and are bound by obligations of confidentiality. Upon the termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information, as requested by the Disclosing Party.

5. Termination. The Agreement has a term of 18 months from execution. Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 3 through 4 and 6-9 (inclusive), which shall survive termination of this Agreement. Part 3b of the MSC Fees cannot be canceled after the Reg A+ offering has commenced to live investors.

6. Exclusivity. During the term of this Agreement, the Client will not, and will not permit any security holder, affiliate, advisor or representative of the Client to engage any other party to perform any services or act in any capacity which is related to, or comparable, to the Financing without the prior written approval of MSC.

If the Client elects to engage a broker-dealer or other party to raise funds in the Financing, using means outside of the MSC Platform, the Client agrees to compensate MSC as defined in section 3a, 3b, and 3c above, as if the investment transactions were processed through the MSC Platform.

7. Indemnification. Client agrees to indemnify and hold harmless MSC and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling MSC or any of its affiliates (collectively, "Indemnified Persons"), to the fullest extent lawful, from and against any claims, liabilities, losses, damages, costs and expenses (or any action, claim, suit or proceeding in respect thereof), as incurred, related to or arising out of or in connection with MSC services (whether occurring before, at or after the date hereof) under the Agreement, the Financing or any proposed Financing contemplated by the Agreement or any Indemnified Person's role in connection therewith ("Losses"), provided, however, that the Client shall not be responsible for any Losses that arise out of or are based on any action of or failure to act by MSC to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted primarily and directly from MSC's gross negligence or willful misconduct.

8. Limitation on Liability. EXCEPT FOR A PARTY'S BREACH OF SECTION 3 OR CLIENT'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY OR OTHER LEGAL OR EQUITABLE THEORY.

EXCEPT FOR A PARTY'S BREACH OF SECTION 3 OR CLIENT'S INDEMNIFICATION OBLIGATIONS, THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO MSC. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL FINANCING OF ANY LIMITED REMEDY.

9. Independent Contractor. The Client acknowledges and agrees that (i) MSC will act as an independent contractor hereunder, its responsibility is solely owed to the Client and contractual in nature, and MSC does not owe the Client, or any other person or entity (including, without limitation, any security holders, affiliates, creditors or employees of the Client), any fiduciary or similar duty as a result of its engagement hereunder or otherwise; (ii) MSC and its affiliates will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Client; (iii) MSC is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction; (iv) the Client has consulted, and will consult, as appropriate, with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of this Agreement and the Financings contemplated hereby, and that MSC and its affiliates shall have no responsibility or liability with respect thereto; and (v) the Client is capable of evaluating the merits and risks of such Financings and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of such Financings and fees.

10. Dispute Resolution, Mediation, and Arbitration: MSC and the Client shall attempt in good faith to resolve any dispute arising out of or related to this Agreement promptly by negotiation between MSC and a representative of the Client who has authority to settle the controversy on behalf of the Client. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within five (5) days after delivery of notice of any dispute, the receiving party shall submit to the other a written response. The notice and the response shall include a statement of each party's position, a summary of arguments supporting that position and shall include a reference to any authority available to support the position. Within fifteen (15) days after delivery of the disputing party's notice, the parties shall meet in person at a mutually acceptable time and place, or by phone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

a) Mediation. If the matter has not been resolved within thirty (30) days of the disputing party's first notice, or if the parties fail to meet within fifteen (15) days, either party may initiate mediation of the controversy or claim before a mediator appointed by the mediation service JAMS. In any event, the parties agree first to try in good faith to settle any dispute by negotiation and mediation before resorting to arbitration or any other dispute resolution procedure.

b) Arbitration. If the parties are unable to resolve the matter through mediation within 15 (days) of beginning mediation, then any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof shall be settled by binding arbitration by a single arbitrator appointed by the arbitration service JAMS, and judgment upon the award rendered by the arbitration shall be final and may be entered in any court having jurisdiction. (Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to bar any party hereto from seeking injunctive relief with respect to any controversy or claim arising out of or relating to this Agreement.) The arbitrators

shall comply with the commercial arbitration rules of the American Arbitration Association as then in effect. The arbitration shall be conducted, unless the parties otherwise agree, in San Diego, California, United States of America.

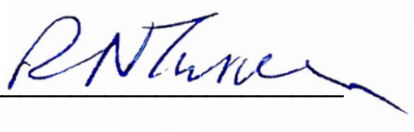
11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware and all claims shall be exclusively commenced in the state or federal courts located in Wilmington, Delaware. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each party hereto; provided, however, that if Client agrees to the Platform Terms, the Platform Terms shall govern Client's use of the MSC Platform and to the extent there is a conflict or inconsistency between this Agreement and the Platform Terms, the Platform Terms shall control. This Agreement may not be assigned by Client hereto without the prior written consent of MSC. Any attempted assignment of this Agreement made without such consent shall be void and of no effect. This Agreement is solely for the benefit of the Client and MSC. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against MSC because this Agreement was drafted by MSC, and the parties waive any statute or rule of law to such effect.

Please sign below and return to MSC to indicate the Client's acceptance of the terms set forth herein, and once executed by each of MSC and the Client, this Agreement shall constitute a binding agreement between the Client and MSC as of the date first written above.

Signed: _____ Printed Name: David J. Wood

Title: CEO Telephone: 512-855-7704

BiologX, Inc.
2802 Flintrock Trace, Ste 303
Austin, TX 78738

Signed:  Printed Name: Rod Turner

Title: CEO Telephone: 760-622-9566

FundAthena, Inc., D/B/A Manhattan Street Capital, Inc.
5694 Mission Center Road, Suite 602-468
San Diego CA 92108

APPENDIX 1 – WARRANT AGREEMENT

Warrant No. XXX

Right To Purchase 000,000 Securities of Company Name

STOCK PURCHASE WARRANT

THIS WARRANT entitles FundAthena, DBA Manhattan Street Capital, or its assignees, to purchase on or before a date 10 years from the Issue Date, XX shares of fully paid, non-assessable securities of Zimmerman Biopharma Holding, Inc., a Florida Corporation /LLC ("this Company") at $X.XX per security, on exercise of this Warrant together with presentation of the full exercise price, or the election of cashless exercise, subject to the terms and conditions set forth below and to the satisfaction of the requirements of the state and federal corporate and securities laws.

Issue Date: _____ Company Name

By: _____
Name: _____
Its:_____

TERMS AND CONDITIONS

1. While then warrants are exercisable, this Company shall reserve a sufficient number of securities to provide for the delivery of stock pursuant to this and other warrants.

2. Any changes in the structure of this Company or in its outstanding securities that affect the rights and participation to which the holder of this warrant would be entitled as of the date of exercising this warrant shall result in the proportionate adjustment of the shares that may be purchased pursuant to this Warrant.

3. Until the valid exercise of this Warrant, the holder shall not be entitled to any shareholder rights.

4. To exercise this Warrant, the exercise form below must be completed and delivered to the warrant agent, together with the exercise price.

5. This Warrant is transferable with the same effect as a negotiable instrument. Transfer of this Warrant is subject to compliance with applicable state and federal laws, including securities laws, to the reasonable satisfaction of counsel to this Company.

6. Cashless Exercise. The Holder of this Warrant may also exercise this Warrant as to any or all of the Securities and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the aggregate Purchase Price, elect instead to receive upon such exercise a reduced number of Securities (the "Net Number") determined according to the following formula (a "Cashless Exercise"):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of Securities with respect to which this Warrant is then being exercised in a Cashless Exercise.

B= the Market Price on the Trading Day immediately preceding the date of the Exercise of the warrants.

C= the Purchase Price for the applicable Securities at the time of such exercise.

There cannot be a Cashless Exercise unless "B" exceeds "C."

(a) For the purpose of this Warrant, the term "Trading Day" means (x) if the Securities are not listed on the NYSE Euronext or NYSE AMEX but sale prices of the Securities are reported on Nasdaq Global Market, Nasdaq Global Select Market, Nasdaq Capital Market or another automated quotation system, a day on which trading is reported on the principal automated quotation system on which sales of the Securities are reported, (y) if the Securities are listed on the NYSE Euronext or NYSE AMEX, a day on which there is trading on such stock exchange, (z) if clauses (x) and (y) are both inapplicable, a day on which quotations are reported by National Quotation Bureau Incorporated, or, if clauses (x), (y) and (z) are each inapplicable, any day which is not a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York.

(b) For the purpose of this Warrant, the term "Market Price" means, of any date, the value of the Security determined as follows:

(i) If the Security is listed on any established stock exchange or a national market system, including without limitation the NYSE Euronext, NYSE AMEX, Nasdaq Global Market, the Nasdaq Global Market Select or the Nasdaq Capital Market, its Market Price will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the parties hereto mutually agree;

(ii) If the Security is regularly quoted by a recognized securities dealer but selling prices are not reported, the Market Price will be the mean between the high bid and low asked prices for the Security on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the parties hereto mutually agree; or

(iii) In the absence of an established market for the Security, the Market Price will be determined in good faith by the Board, and agreed upon by both parties.

EXERCISE OF WARRANT

We hereby elect to exercise the purchase rights, pursuant to the provisions of the Warrant, as follows:

_____ Securities, and tenders herewith payment in cash of the Purchase Price for the Securities in full, together with all applicable transfer taxes, if any.

_____ Cashless Exercise with respect to the Net Number of Securities.

Securities subscribed for: _____
Subscription price: $_____
Total cost: $_____
Net Number of Securities: $_____ (In the event of cashless exercise)

Dated:_____ Company Name

By: _____
Name: _____
Its:_____

TRANSFER OF WARRANT

For value received, I hereby assign this Warrant to _____ [name of assignee], whose address is_____.

Dated:_____ Company Name

By: _____
Name: _____
Its:_____

The securities represented by this certificate have not been registered under the Securities Act of l933 as amended. These securities may not be pledged, hypothecated, sold, transferred or otherwise disposed of in the absence of an effective registration statement for the shares under the Securities Act of l933, as amended, or an opinion of counsel, which opinion is satisfactory in form and substance to the Corporation and concurred in by the corporation's counsel, to the effect that such registration is not required under said Act or such transaction complies with rules promulgated by the Securities and Exchange Commission under said Act.

5740 ▪ Fax: 801

-
-
-
-
-
-
-

Table of Contents

CERTIFICATE OF APPOINTMENT

The undersigned, being the duly elected and qualified president of BiologX, Inc.____________________ **________________________________ a corporation duly organized and existing under the laws of the State of** Wyoming____________________**, do hereby certify and affirm that on the _____ day of __________ 20____, a duly and regularly called meeting was held, and the following resolutions duly adopted by the Board of Directors pursuant to the bylaws of the corporation.**

RESOLVED, THAT

FIRST, Colonial Stock Transfer Company, Inc. (ñTransfer Agentò) be and it is hereby appointed sole transfer agent of the securities of this corporation.

SECOND, that the President and the Secretary of the Corporation or other duly authorized officers hereof, be and they are hereby authorized and directed to execute and deliver, on behalf of the Corporation, that certain contract and agreement by and between the Corporation and Colonial Stock Transfer Company, Inc. of Salt Lake City, Utah, a copy of which is attached hereto and incorporated herein and made a part hereof, to be effective on the date of its execution.

THIRD, the Secretary of the Corporation is hereby instructed to file with the Transfer Agent the information and documents set forth in Paragraph 2 of the contract approved in SECOND above.

FOURTH, that the Corporation terminates and cancels any and all prior agreements respecting the retention of a transfer agent of securities of the Corporation.

These resolutions aforesaid are presently in due force and effect as is the contract between the Corporation and Colonial Stock Transfer Company, Inc. which is attached to this certificate of Corporate Resolution.

Dated this ______________________________ day of __________________________________, 20____

BiologX, Inc.______________________________
(Name of Corporation)

By: ____
David J. Wood, CEO

Attested to By: ______________________________
Secretary

AGREEMENT

This Transfer Agency and Registrar Services Agreement (the ñAgreementò) made and entered into the _____ day of ______________________________, 20_____, is between Colonial Stock Transfer Company, Inc. a Utah corporation (ñColonialò) and BiologX, Inc.____, a Wyoming___________ corporation (the ñCompanyò).

WHEREAS, the Company desires to appoint Colonial as transfer agent and registrar for the Company;

WHEREAS, Colonial desires to accept such appointment and perform the services related to such appointment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follow:

Section 1. Appointment of Transfer Agent and Registrar

1.01 The Company hereby appoints Colonial to act as sole transfer agent and registrar for the securities of the Company identified in Exhibit A and for any such other shares as the Company may request in writing (ñthe Sharesò) in accordance with the terms and conditions hereof, and Colonial hereby accepts such appointment.

1.02 In connection with the appointment of Colonial as transfer agent and registrar for the Company, the Company shall provide Colonial:

(a) A Certificate of Appointment in substantially the form furnished by Colonial. It is agreed, however, that any provisions explicitly addressed in this Agreement shall govern the relationship between the parties in the event of a conflict between the Certificate of Appointment and this Agreement;

(b) A copy of the Articles of Incorporation of the Company and all amendments thereto, Certificate of Incorporation and by-laws of the Company and, on a continuing basis, copies of all material amendments to the Certificate of Incorporation or by-laws made after the date of this Agreement (such amendments to be provided promptly after such amendments are made); and

(c) Specimens of all forms of outstanding certificates for securities of the Company, in the forms approved by the Board of Directors.

(d) A list of all outstanding securities together with a statement that future transfers may be made without restriction on all securities, except as to securities subject to a restriction noted on the face of said securities and in the corporate stock records.

(e) A list of all shareholders deemed to be considered ññinsidersò or ñcontrol personsò as defined in the Securities Act of 1933 & 1934 and other acts of Congress and rules and regulations of the United States Securities and Exchange Commission when applicable.

(f) The names and specimen signatures of all officers who are and have been authorized to sign certificates for securities on behalf of the Company (See Exhibits D-1 and D-2);

(g) A copy of the resolution of the Board of Directors of the Company authorizing the execution of this Agreement and approving the terms and conditions herein.

(h) A certificate as to the authorized and outstanding securities of the Company, its address to which notices may be sent, the names and specimen signatures of the Company's

officers who are authorized to sign instructions or requests to the Transfer Agent on behalf of this Company (See Exhibits A & B).

(i) A sufficient supply of blank certificates signed manually or by facsimile signature of the officers of the Company authorized to sign stock certificates and if required, shall bear the Companyôs corporate seal or facsimile thereof. Colonial may use certificates bearing the signature of a person who at the time of use is no longer an officer of the Company.

(j) In the event of any future amendment or change in respect of any of the foregoing, prompt written notification of such change, together with copies of all relevant resolutions, instruments or other documents, specimen signatures, certificates, opinions or the like as the Transfer Agent may deem necessary or appropriate.

Section 2. Standard Services

2.01 The following services shall be included with payment of the monthly fee on Appendix ñAò (ñStandard Servicesò):

(a) Create and maintain shareholder accounts for all shareholders;

(b) Post transfers to the record system daily;

(c) Review transfer documentation, legal opinions, and certificates for acceptability;

(d) Provide appropriate and timely responses to electronic, telephonic and written inquiries from the Companyôs shareholders;

(e) Track share reservations;

(f) Furnish clear, simple, and detailed instructions to shareholders throughout the transfer process, as well as clear and concise written explanations of rejected transfers;

(g) Track and report lost, stolen or destroyed stock certificates to the Securities Information Center and issue replacement certificates upon receipt of proper affidavits and surety bond satisfactory to Colonial;

(h) Perform OFAC searches

2.02 Colonial may, at its election, outsource any of the services to be provided hereunder, but shall retain ultimate responsibility for any of the services so provided.

2.03 The Company shall have the obligation to discharge all applicable escheat and notification obligations. Notwithstanding the foregoing, upon request, Colonial will assist the Company in discharging these obligations.

2.04 Colonial may provide further services to, or on behalf of, the Company as may be agreed upon between the Company and Colonial.

Section 3. Fees and Expenses

3.01 Fees

The Company agrees to pay Colonial fees for the services performed pursuant to this agreement specified on Appendix ñAò. Notwithstanding the foregoing, in the event that the scope of services to be provided by Colonial is increased substantially, the parties shall negotiate in good faith to determine reasonable compensation for such additional services.

For services provided that are not included in the Transfer Agent Package selected on Appendix ñAò, the Company shall be charged at Colonialôs rates then in effect (ñOther Servicesò). The terms of Appendix ñAò are Colonialôs current fees as of the date of this contract. Colonial reserves the right to increase its fees for Other Services as it deems necessary from time to time, with 30 days written notice to the client.

3.02 Out-of-Pocket Expenses

In addition to the fees paid under Section 3.01 above, the Company agrees to reimburse Colonial for all reasonable expenses or other charges incurred by Colonial in connection with the provision of services to the Company (including attorneys fees) at Colonialôs rates then in effect.

Notwithstanding section 3.03 below, Colonial reserves the right to request advance payment for substantial out-of-pocket expenditures.

3.03. Payment of Fees and Expenses

The Company agrees to pay all fees and reimbursable expenses within twenty (20) days following the receipt of a billing notice. Interest charges will accrue on unpaid balances outstanding for more than sixty (60) days.

3.04 Services Required by Legislation

Services required by legislation or regulatory mandate that become effective after the effective date of this Agreement shall not be part of the Standard Services, and shall be billed by agreement.

Section 4. Representations and Warranties of Colonial

Colonial represents and warrants to the Company that:

It is a corporation duly organized and validly existing in good standing under the laws of the State of Utah;

It is empowered under applicable laws and by its Charter and By-laws to enter into and perform this Agreement; and

All requisite corporate proceedings have been taken to authorize it to enter into and perform this Agreement.

4.01 Transfer of Shares

Transfer of securities shall be made and effected by Colonial and shall be registered and new certificates issued upon surrender of the old certificates, in form deemed by Colonial properly endorsed for transfer, with all necessary endorserôs signatures guaranteed in such manner and form as Colonial requires by a guarantor reasonably believed by Colonial to be responsible accompanied by such assurances as Colonial shall deem necessary or appropriate to evidence the

Wyoming

Wyoming

Wyoming Secretary of State
18th November 2020

5.02 Blank Stock Certificates

The Company hereby authorizes Colonial to purchase from time to time, certificates as may be needed by it to perform regular transfer duties; not to exceed 2,000 without prior written approval of the Company, with such costs being paid in advance by the Company. Such certificates shall be signed manually or by facsimile signatures of officers of the Company authorized by law or the by-laws of the Company to sign certificates and if required, shall bear the corporate seal of the Company or a facsimile thereof.

5.03 Affiliates of the Company

The duly elected and qualified officers and directors of this Corporation, all owners of more than 10% of the Company's outstanding stock (ñprincipal shareholdersò) and all affiliates, as defined in SEC Rule 144(a)(1), shall be listed on Exhibit C attached hereto.

The Company shall undertake to notify Colonial of any change of officers, directors, or affiliates of the Company or authority of any officer, employee or agent.

Colonial shall not be held to have notice of any change of officers, directors, or affiliates of the Company or authority of any officer, employee or agent of the Company until receipt of written notification thereof from the Company.

5.04 Securities Counsel and Auditors

The name and address of Securities Counsel and Auditors to the company shall be listed on Exhibit C attached hereto.

The Company shall undertake to notify Colonial of any change of Securities Counsel or Auditors of the Company.

Colonial shall not be held to have notice of any change of Securities Counsel or Auditors of the Company until receipt of written notification thereof from the Company.

Section 6. Reliance and Indemnification

6.01 Colonial may rely on any written or oral instructions received from any person it believes in good faith to be an officer, authorized agent or employee of the Company, unless, prior thereto, (a) the Company shall have advised Colonial in writing that it is entitled to rely only on written instructions of designated officers of the Company; (b) it furnishes Colonial with an appropriate incumbency certificate for such officers and their signatures; and (c) the Company thereafter keeps such designation current with an annual (or more frequent, if required) re-filing. Colonial may also rely on advice, opinions or instructions received from the Companyôs legal counsel. Colonial may, in any event, rely on advice received from its legal counsel. Colonial may rely (a) on any writing or other instruction believed by it in good faith to have been furnished by or on behalf of the Company or a Shareholder; (b) on any statement of fact contained in any such writing or other instruction which it in good faith does not believe to be inaccurate; (c) on the apparent authority of any person to act on behalf of the Company or a Shareholder as having actual authority to the extent of such apparent authority; (d) on its recognition of certificates which it reasonably believes to bear the proper manual or facsimile signatures of the officers of the Company and the proper counter-signature of a former transfer agent or registrar; (e) on the authenticity of any signature (manual or facsimile) appearing on any writing; and (f) on the conformity to original of any copy. Colonial shall further be entitled to rely on any information, records and documents provided to Colonial by a former transfer agent or former registrar on behalf of the Company.

6.02 **In registering transfers, Colonial may rely upon the Uniform Commercial Code or any other statute which in the opinion of Counsel protects Colonial and the Company in not requiring complete documentation in registering transfer without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration wherein its judgment and adverse claims require such refusal. The Company agrees to hold Colonial harmless from any liability resulting from instructions issued by the Company.**

6.03 **Colonial shall not be responsible for, and the Company shall indemnify and hold Colonial harmless from and against, any and all losses, damages, costs, charges, judgments, fines, amounts paid in settlement, reasonable counsel fees and expenses, payments, general expenses and/or liability arising out of or attributable to:**

(a) **Colonialôs (and/or its agentsô or subcontractorsô) actions performed in its capacity as transfer agent and/or registrar, provided that such actions are taken in good faith and without gross negligence or willful misconduct;**

(b) **The Companyôs lack of good faith, gross negligence or willful misconduct or the breach of any representation or warranty of the Company hereunder;**

(c) **Any action(s) taken in accordance with section 6.01 or 6.02 above;**

(d) **Any action(s) performed pursuant to a direction or request issued by a statutory, regulatory, governmental or quasi-governmental body (Colonial shall, however, provide the Company with prior notice when practicable, unless Colonial is not permitted to do so);**

(e) **Any reasonable expenses, including attorney fees, incurred in seeking to enforce the foregoing indemnities.**

6.04 **Colonial will research the records delivered to it on its appointment as agent if it receives a stock certificate not reflected in said records. If neither the Company nor Colonial is able to reconcile said certificate with said records (so that the transfer of said certificate on the records maintained by Colonial would create an overissue), the Company shall either increase the number of its issued shares, or acquire and cancel a sufficient number of issued shares, to correct the overissue.**

6.05 **The foregoing indemnities shall not terminate on termination of Colonialôs acting as transfer agent and/or registrar, and they are irrevocable. Colonialôs acceptance of its appointment as transfer agent and/or registrar, evidenced by its acting as such for any period, shall be deemed sufficient consideration for the foregoing indemnities.**

Section 7. Limitations on Colonialôs Responsibilities

Colonial shall not be responsible for the validity of the issuance, presentation or transfer of stock; the genuineness of endorsements; the authority of presentors; or the collection or payment of charges or taxes incident to the issuance or transfer of stock. Colonial may, however, delay or decline an issuance or transfer if it deems it to be in its or the Companyôs best interests to receive evidence or assurance of such validity, authority, collection or payment. Colonial shall not be responsible for any discrepancies in its records or between its records and those of the Company, if it is a successor transfer agent or successor registrar, unless no discrepancy existed in the records of the Company and any predecessor transfer agent or predecessor registrar. Colonial shall not be deemed to have notice of, or to be required to inquire regarding, any provision of the Companyôs charter, certificate of incorporation, or by-laws, any court or administrative order, or any other document, unless it is specifically advised of such in a writing from the Company, which writing shall set forth the manner in which it affects the Shares. In no event shall Colonial be responsible for any transfer or issuance not effected by it.

EXCLUDING A BREACH OF SECTION 9.04, IN NO EVENT SHALL COLONIAL HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE.

EXCLUDING COLONIALôS GROSS NEGLIGENCE, COLONIALôS LIABILITY FOR ANY BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ALL FEES (EXCLUDING EXPENSES) PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH BREACH.

Section 8. Finderôs Fees

Colonial may, at its sole discretion, pay a finderôs fee to any person, persons or entity for referring the company to Colonial. Any finderôs fee agreement entered into by Colonial, which is directly related to this agreement between Colonial and the company, will be made available to the company for inspection upon written request.

Section 9. Covenants of the Company and Colonial

9.01 Colonial agrees to establish and maintain facilities and procedures reasonably acceptable to the Company for the safekeeping of stock certificates.

9.02 Colonial shall keep records relating to the services to be performed hereunder, in the form and manner as it may deem advisable. Colonial agrees that all such records prepared or maintained by it relating to the services performed hereunder are the property of the Company and will be preserved, maintained and made available to the Company in accordance with the requirements of law, and will be surrendered promptly to the Company on and in accordance with its request provided that the Company has satisfactorily performed its obligations under Sections 3.01, 3.02, 11.03 and 11.05 hereof, to the extent applicable. Notwithstanding the foregoing, Colonial shall be entitled to destroy or otherwise dispose of records belonging to the Company in accordance with Colonialôs standard document and record retention practices and/or procedures.

9.03 Colonial and the Company agree that all confidential books, records, information and data pertaining to the business of the other party which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law or as permitted by Colonialôs privacy policy as then in effect.

9.04 Colonial shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of information provided to it; to protect against any anticipated threats or hazards to the security and integrity of the information, and to protect against unauthorized access to or use of the information. Colonial will notify the Company as soon as practical in case of any breach of the security or integrity of the information.

Section 10. Assignment

Neither this Agreement, nor any rights or obligations hereunder, may be assigned by either party without the express written consent of the other party.

David J. Wood
CEO
BiologX, Inc.
2802 Flintrock Trace, Suite 303
Austin, TX 78738
(512) 856)-7704

If to Colonial:

Ms. Kathy Carter
Colonial Stock Transfer Company, Inc.
66 Exchange Place, Suite 100
Salt Lake City, UT 84111
Phone: (801) 355-5740
Fax: (801) 355-6505

Colonial and the Company may, by notice to the other, designate additional or different addresses for subsequent notices or communications.

Section 13. Successors

All the covenants and provisions of this Agreement by or for the benefit of the Company or Colonial shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 14. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Section 15. Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Section 16. Governing Law

This Agreement shall be governed by the laws of the State of Utah.

Section 17. Descriptive Headings

Descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 18. Third Party Beneficiaries

The provisions of this Agreement are intended to benefit only Colonial and the Company and their respective successors and assigns. No rights shall be granted to any other person by virtue of this Agreement, and there are no third party beneficiaries hereof.

Section 19. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written.

Section 20. Survival

All provisions regarding indemnification, liability and limits thereon shall survive the termination of this Agreement.

Section 21. Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. To the extent that any provision hereof is deemed to be unenforceable under applicable law, it shall be deemed replaced by an enforceable provision to the same or nearest possible effect.

Section 22. Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by one of its officers thereunto duly authorized, all as of the date first written above.

Company: BiologX, Inc.

By.______________________________

Name: ______________________________

Title: ______________________________

COLONIAL STOCK TRANSFER COMPANY, INC.

By:______________________________

Name: ______________________________

Title: ______________________________

Effective date of services: ______________________________

BiologX, Inc. Wyoming

David Wood		CEO/CFO
Ronald Zimmerman		CSO

David J Wood

Secretary

Colonial Stock Transfer Co, Inc.
www.colonialstock.com

Exhibit C
ISSUER INFORMATION LIST & AUTHORIZATIONS

Authorizations Key
WA: Issuer Web Portal Access
SR: Shareholder Reports
CL: Control Logs
RR: Approve Restriction Removals
SI: Authorize Share Issuances

Company Name: BiologX, Inc. **Date:** _____

Please list all officers, directors, and 10% owners. Please also include any company employees or outside contacts that may be authorized to order reports, approve restrictions or authorize share issuances on behalf of the company.

	Non-Affiliate?	Name	Title	Email	Authorizations				
1	☐				□ WA	□ SR	□ CL	□ RR	□ SI
2	☐				□ WA	□ SR	□ CL	□ RR	□ SI
3	☐				□ WA	□ SR	□ CL	□ RR	□ SI
4	☐				□ WA	□ SR	□ CL	□ RR	□ SI
5	☐				□ WA	□ SR	□ CL	□ RR	□ SI
6	☐				□ WA	□ SR	□ CL	□ RR	□ SI
7	☐				□ WA	□ SR	□ CL	□ RR	□ SI
8	☐				□ WA	□ SR	□ CL	□ RR	□ SI
9	☐				□ WA	□ SR	□ CL	□ RR	□ SI
10	☐				□ WA	□ SR	□ CL	□ RR	□ SI

BILLING CONTACT PERSON: _____ Phone: _____ Email: _____

AUDIT FIRM: _____ □ WA □ SR □ CL □ RR □ SI

Contact Person: _____ Phone: _____ Email: _____

SECURITIES COUNSEL FIRM: _____ □ WA □ SR □ CL □ RR □ SI

Contact Person: _____ Phone: _____ Email: _____

OUTSTANDING SHARES

Is Colonial authorized to release the total outstanding and share structure amounts to shareholders? ☐Yes ☐No
(if "No", then we will contact you each time a shareholder submits an inquiry)

Colonial is a participant of the OTC verified shares program. Is Colonial authorized to release the total outstanding and share structure amounts to OTC Markets monthly or as requested by OTC Markets? ☐Yes ☐No ☐N/A

ELECTRONIC SIGNATURES

Is Colonial authorized to accept electronic signatures for any and all documents from the Issuer? ☐Yes ☐No

Colonial is hereby authorized to rely upon and accept as an original any documents or other communication which is electronically signed and sent to Colonial via facsimile, telegraphic or other electronic transmission (each, a "Communication") which Colonial in good faith believes has been signed by the Issuer and has been delivered to Colonial by a properly authorized representative of the Issuer, whether or not that is in fact the case. Notwithstanding the foregoing, Colonial shall not be obligated to accept any such Communication as an original and may in any instance require than an original document be submitted to Colonial in lieu of, or in addition to any such Communication. We agree that any electronic signatures presented to Colonial will be enforeceable as and to the full extent of state or federal), arbitration or otherwise. We will not raise any defenses or invoke regulatory or statutory claims attempting to invalidate the enforceability of the Communications to which the electronic signature is affixed.

As duly authorized officers of the Issuer, we hereby certify that the above-listed persons include all affiliates of our company as of the date hereof. We also grant Colonial Stock Transfer Co, Inc. ("Colonial") authority to act upon the applicable authorizations for each person, as listed above, without additional approval from the Issuer. We hereby acknowledge that all persons who are granted access to the Issuer Web Portal will have access to all shareholder reports, proxy voting, transfer reports and all other functionality. We agree to notify Colonial in writing should any of the above authorized persons or their authorizations change.

Authorized Officer's Signature	**Authorized Officer's Signature**
Print Name	**Print Name**
Title	**Title**

FEE SCHEDULE

(Effective September 25,2020)

TRANSFER AGENT PACKAGES (select one)

☐ 1. Bronze Package: Basic transfer agent service (See section 2.01 and inclusions below)

☐ 2. Silver Package: Package 1 inclusions, cap table management, issuer and shareholder online access, unlimited reporting, unlimited audit confirmations, investor support

☐ 3. Gold Package: Package 1 and 2 inclusions, unlimited issuances, DTC FAST/DWAC services, issuance research, 144 approvals

OPTIONAL ADD-ON

☐ SEC EDGAR and XBRL filings: $[redacted]/yr (plus additional 10% off for transfer agent clients): unlimited number of SEC forms filed and coversion into EDGAR HTML and XBRL from Word and Excel. Includes but not limited to: Registration statements, proxy statements, 10-Q, 10-K, etc.

☐ SEC EDGAR filings: $[redacted]/yr (plus additional 10% off for transfer agent clients): unlimited number of SEC forms filed and coversion into EDGAR HTML from Word and Excel. Includes but not limited to: Form C, 1-A, Form S-1, 8-K, 10-Q, 10-K (does not include XBRL)

PACKAGE PRICING	Bronze Package	Silver Package	Gold Package
1-99 shareholders:	[redacted]mo	[redacted]/mo	[redacted]/mo
100-199 shareholders:	[redacted]mo	[redacted]/mo	[redacted]/mo
200-499 shareholders:	[redacted]mo	[redacted]/mo	[redacted]/mo
500-999 shareholders:	[redacted]mo	[redacted]/mo	[redacted]/mo
1000-1,999 shareholders:	[redacted]mo	[redacted]/mo	[redacted]/mo
Each additional 1,000:	[redacted]*mo*	[redacted]*/mo*	[redacted]*/mo*

BASIC SERVICES

Certificate/Book-entry Issuance <5 certs
Certificate/Book-entry Issuance 5+ certs
Certificate/Book-entry Issuance 500+ certs
Reporting: Cap table reporting, Shareholder lists, Control logs, Transactions/transfers, etc.
Audit confirmations
Database maintenance and custom reporting
Record retention SEC compliance on undeliverable mail, stock transfers, issuances, etc.
Investor record maintenance
OFAC searches and compliance
IRS cost basis tracking and compliance
Investor support by phone, email, mail and in-person

SPECIAL SERVICES

Internal copying costs
Legal copies
Research
Lost shareholder searches
Certificate printing
Courier shipments
Consultation services
Reorganization of company and corporate action processing
DTC FAST/DWAC/DRS
Special Projects (Exchanges, Mergers, or Employee Stock Option Plans, subpoena requests)
Extraordinary Expenses (Postage, Long Distance Telephone, Federal Express, Insurance, Storage, Stationery, Binders, and uncollected transfer fees)
Shareholder transfers
Termination fee

DIVIDEND SERVICES

Prepare Check/ACH Issuances
Issue 1099-DIV/1042-S tax statements
File IRS returns and pay withholding tax related to dividend (Forms 945/1042)
Replacement checks, 1099s
Bank account and dividend setup

ANNUAL MEETING SERVICES

Broker Search
Notice & Access Paper Elimination: Notice and Access Setup, Document Conversion, Proxy Document Hosting, Online Voting, Master Tabulation & Statistical Reporting
Proxy Mailing Distribution with Financial Printing
Proxy Email Distribution
Inspector of Elections and Certificate
Material Requests: Hard-copy or Email

[redacted]

Terms are Net 30 Days: a 1% per month finance charge may be applied to delinquent accounts. **Out of pocket expenses** in excess of $100.00 must be paid in advance.

PrimeTrust

ESCROW SERVICES AGREEMENT

This Escrow Services Agreement (this "Agreement") is made and entered into as of _____, 202_ by and between Prime Trust, LLC ("Prime Trust" or "Escrow Agent") and BIOLOGX, Inc. (the "Issuer").

RECITALS

WHEREAS, the Issuer proposes to offer for sale and sell securities to prospective investors ("Subscribers"), as disclosed in its offering materials, in a registered offering pursuant to the Securities Act of 1933, as amended, or exemption from registration (i.e. Regulation A+, D or S) (the "Offering"), the equity, debt or other securities of the Issuer (the "Securities") in the amount of at least $320 (the "Minimum Amount of the Offering") and up to the maximum amount of $50,000,000 (the "Maximum Amount of the Offering").

WHEREAS, Issuer desires to establish an Escrow Account in which funds received from Subscribers will be held during the Offering, subject to the terms and conditions of this Agreement.

WHEREAS, Prime Trust agrees to serve as third-party escrow agent for the Subscribers with respect to such Escrow Account (as defined below) in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants, promises, agreements, representations, and warranties contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties herby agree as follows:

1. **Establishment of Escrow Account.** Prior to the Issuer initiating the Offering, Escrow Agent shall establish an account for the Offering (the "Escrow Account"). All parties agree to maintain the Escrow Account and Escrow Amount (as defined below) in a manner that is compliant with banking and securities regulations. For purposes of communications and directives, Escrow Agent shall be the sole administrator of the Escrow Account.

2. **Escrow Period.** The escrow period ("Escrow Period") shall begin with the commencement of the Offering and shall terminate in whole or in part upon the earlier to occur of the following:

    a. The date upon which the Minimum Amount of the Offering is received, in bona fide transactions that are fully paid for with cleared funds, and the Issuer has instructed a partial or full closing on those funds; or

    b. _____, 202_ if the Minimum Amount of the Offering has not been reached; or

    c. The date upon which a determination is made by Issuer and/or their authorized representatives to terminate the Offering; or

d. Escrow Agent's exercise of the termination rights specified in Section 8.

During the Escrow Period, the parties agree that (i) the Escrow Account and Escrow Amount will be held for the benefit of the Subscribers, and that (ii) Issuer is not entitled to any funds received into the Escrow Account, and (iii) the Escrow Amount shall become the property of Issuer or any other third-party, or be subject to any debts, liens or encumbrances of any kind, until the contingency has been satisfied by the sale of the Minimum Amount of the Offering to such Subscribers in bona fide transactions that are fully paid and cleared.

3. **Deposits into the Escrow Account.** All Subscribers will be directed by the Issuer and its agents to transmit their data and subscription amounts via Escrow Agent's technology systems ("Issuer Dashboard"), directly to the Escrow Account to be held for the benefit of Subscribers in accordance with the terms of this Agreement and applicable regulations. All Subscribers will transfer funds directly to the Escrow Agent (with checks, if any, made payable to "Prime Trust, LLC as Escrow Agent for Investors in BIOLOGX, Inc.") for deposit into the Escrow Account. Escrow Agent shall process all subscription amounts for collection through the banking system (except for virtual currencies), shall hold Escrow Amounts, and shall maintain an accounting of each such subscription amount posted to its ledger, which also sets forth, among other things, each Subscriber's name and address, the quantity of Securities purchased, and the amount paid. All subscription amounts which have cleared the banking system, or in the case of virtual currencies are confirm as received, are hereinafter referred to as the "Escrow Amount". No interest shall be paid to Issuer or Subscribers on balances in the Escrow Account. Issuer shall promptly, concurrent with any new or modified subscription agreement (each a "Subscription Agreement") and/or Offering materials, provide Escrow Agent with a copy of such revised documents and other information as may be reasonably requested by Escrow Agent which is necessary for the performance of its duties under this Agreement. Escrow Agent is under no duty or responsibility to enforce collection of any subscription amounts whether delivered to it or not hereunder. Issuer shall cooperate with Escrow Agent with clearing any and all AML and funds processing exceptions.

Funds Hold; Clearing, Settlement and Risk Management Policy: All parties agree that funds are considered "cleared" as follows:

* Wires — 24 hours following receipt of funds;
* Checks — 10 days following deposit of funds to the Escrow Account;
*ACH — 10 days following receipt of funds;
*Virtual currencies – upon receipt of coins/tokens or USD upon conversion, as agreed;
*Credit and Debit Cards – 24 hours (one business day) following receipt of funds.

For subscription amounts received through ACH transfers, Federal regulations provide Subscribers with a period of up to 60 days following the transaction to recall, cancel or otherwise dispute the transaction. Similarly, subscription amounts processed by credit or debit card transactions are subject to recall, chargeback, cancellation or other dispute for a period of up to 180 days following the transaction. As an accommodation to the Issuer and subject to the terms of this Agreement, Escrow Agent shall make subscription amounts received through ACH fund transfers available starting 10 calendar days following receipt by Escrow Agent of

the subscription amounts and 24 hours following receipt of funds for credit and debit card transactions.

Notwithstanding the foregoing, all cleared subscription amounts remain subject to internal compliance review in accordance with internal procedures and applicable rules and regulations. Escrow Agent reserves the right to deny, suspend or terminate participation in the Escrow Account of any Subscriber to the extent Escrow Agent, in its sole and absolute discretion, deems it advisable or necessary to comply with applicable laws or to eliminate practices that are not consistent with laws, rules, regulations or best practices. Prime Trust reserves the right to limit, suspend, restrict (including increasing clearing periods) or terminate the use of ACH, credit card and/or debit card transactions at its sole discretion. Without limiting the indemnification obligations under Section 11 of this Agreement, Issuer agrees that it will immediately indemnify, hold harmless and reimburse the Escrow Agent for any fees, costs or liability whatsoever resulting or arising from funds processing failures, including without limitation chargebacks, recalls or other disputes. Issuer acknowledges and agrees that the Escrow Agent shall not be responsible for or obligated to pursue collection of any funds from Subscribers.

4. **Disbursements from the Escrow Account.** In the event Escrow Agent does not receive the Minimum Amount of the Offering prior to the termination of the Escrow Period, Escrow Agent shall terminate the Escrow Account and make a full and prompt return of cleared funds to each Subscriber to the Offering.

   In the event Escrow Agent receives cleared funds for at least the Minimum Amount of the Offering prior to the termination of the Escrow Period, and for any point thereafter and Escrow Agent receives a written instruction from Issuer (generally via notification on the Issuer Dashboard), Escrow Agent shall, pursuant to those instructions, make a disbursement to the Issuer from the Escrow Account. Issuer acknowledges that there is a 24-hour (one business day) processing time once a request has been received to disburse funds from the Escrow Account. Furthermore, Issuer directs Escrow Agent to accept instructions regarding fees from registered securities brokers in the syndicate, if any, or from the API integrated platform or portal through which this Offering is being conducted, if any.

5. **Collection Procedure.** Escrow Agent is hereby authorized, upon receipt of Subscriber funds, to promptly deposit them in the Escrow Account. Any Subscriber funds which fail to clear or are subsequently reversed, including but not limited to chargebacks, wire recalls or otherwise disputed, shall be debited to the Escrow Account, with such debits reflected on the Escrow Account ledger accessible via Escrow Agent's API or Issuer Dashboard as a non-exclusive remedy. Any and all escrow fees paid by Issuer, including those for funds processing are non-refundable, regardless of whether ultimately cleared, failed, rescinded, returned or recalled. In the event of any Subscriber refunds, returns or recalls after funds have already been remitted to Issuer, Issuer hereby irrevocably agrees to immediately and without delay or dispute send equivalent funds to Escrow Agent to cover such refunds, returns or recalls. If Issuer has any dispute or disagreement with its Subscriber then that is separate and apart from this Agreement and Issuer will address such situation directly with said Subscriber, including taking whatever actions Issuer determines appropriate, but Issuer shall regardless remit funds to Escrow Agent and not involve Escrow Agent in any such disputes.

6. **Escrow Administration Fees, Compensation of Prime Trust.** Escrow Agent is entitled to escrow administration fees from Issuer as set forth in Schedule A attached hereto as displayed on the Issuer Dashboard. All fees are charged immediately upon receipt of this Agreement and then immediately as they are incurred in Escrow Agent's performance hereunder and are not contingent in any way on the success or failure of the Offering or transactions contemplated by this Agreement. No fees, charges or expense reimbursements of Escrow Agent are reimbursable, and are not subject to pro-rata analysis. All fees and charges, if not paid by a representative of Issuer (e.g. funding platform, lead syndicate broker, etc.), may be made via either Issuers credit/debit card or ACH information on file with Escrow Agent. Issuer shall at all times maintain appropriate funds in their account for the payment of escrow administration fees. Escrow Agent may also collect its fee(s), at its option, from any other account held by the Issuer at Prime Trust. It is acknowledged and agreed that no fees, reimbursement for costs and expenses, indemnification for any damages incurred by Issuer or Escrow Agent shall be paid out of or chargeable to the Escrow Amount.

7. **Representations and Warranties.** The Issuer covenants and makes the following representations and warranties to Escrow Agent:

    a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

    b. This Agreement and the transactions contemplated thereby have been duly approved by all necessary actions, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes a valid and binding agreement enforceable in accordance with its terms.

    c. The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject.

    d. The Offering shall contain a statement that Escrow Agent has not investigated the desirability or advisability of investment in the Securities nor approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Escrow Agent has not and shall not be used in any manner in connection with the Offering of the Securities other than to state that Escrow Agent has agreed to serve as escrow agent for the limited purposes set forth in this Agreement.

    e. No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Amount or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Amount or any part thereof.

f. It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.

g. Unless otherwise disclosed and approved by the Escrow Agent, the Issuer's business activities are in no way related to cannabis, gambling, adult entertainment or firearms.

h. The Issuer and the Offering comply in all material respects with all applicable laws, rules and regulations.

The representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of each disbursement of Escrow Amount.

8. **Term and Termination.** This Agreement will remain in full force during the Escrow Period and shall terminate upon the following:

a. As set forth in Section 2.

b. Termination for Convenience. Any party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice.

c. Escrow Agent's Resignation. Escrow Agent may unilaterally resign at any time without notice by giving written notice to Issuer, whereupon Issuer will immediately appoint a successor escrow agent.

Until a successor escrow agent accepts appointment or until another disposition of the subject matter has been agreed upon by the parties, following such resignation notice, Escrow Agent shall be discharged of all of its duties hereunder save to keep the subject matter whole.

9. **Binding Arbitration, Applicable Law, Venue, and Attorney's Fees.** This Agreement is governed by, and will be interpreted and enforced in accordance with the laws of the State of Nevada, as applicable, without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, pursuant to the rules of the American Arbitration Association, with venue in Clark County, Nevada. The parties consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. Furthermore, the prevailing party shall be entitled to recover damages plus reasonable attorney's fees and costs and the decision of the arbitrator shall be final, binding and enforceable in any court.

10. **Limited Capacity of Escrow Agent.** This Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent acts hereunder as an escrow agent only and is not associated, affiliated, or involved in the business decisions or business activities of Issuer, portal, or Subscriber. Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of

the subject matter of this Agreement or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing such subject matter. Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction, or request furnished to it hereunder, including, without limitation, the authority or the identity of any signer thereof, believed by it to be genuine, and Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction, or request. Escrow Agent shall in no way be responsible for notifying, nor shall it be responsible to notify, any party thereto or any other party interested in this Agreement of any payment required or maturity occurring under this Agreement or under the terms of any instrument deposited herewith. Escrow Agent's entire liability, and Issuer's exclusive remedy, in any cause of action based on contract, tort, or otherwise in connection with any services furnished pursuant to this Agreement shall be limited to the total fees paid to Escrow Agent by Issuer. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any reasonable liability whatsoever in acting in accordance with the reasonable opinion or instruction of such counsel. Issuer shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

11. **Indemnity.** Issuer agrees to defend, indemnify and hold harmless Escrow Agent and its related entities, directors, employees, service providers, advertisers, affiliates, officers, agents, and partners and third-party service providers (collectively "Escrow Agent Indemnified Parties") from and against any loss, liability, claim, or demand, including attorney's fees (collectively "Expenses"), made by any third party due to or arising out of (i) this Agreement or a breach of any provision in this Agreement, or (ii) any change in regulation or law, state or federal, and the enforcement or prosecution of such as such authorities may apply to or against Issuer. This indemnity shall include, but is not limited to, all Expenses incurred in conjunction with any interpleader that Escrow Agent may enter into regarding this Agreement and/or third-party subpoena or discovery process that may be directed to Escrow Agent Indemnified Parties. It shall also include any action(s) by a governmental or trade association authority seeking to impose criminal or civil sanctions on any Escrow Agent Indemnified Parties based on a connection or alleged connection between this Agreement and Issuers business and/or associated persons. These defense, indemnification and hold harmless obligations will survive termination of this Agreement. Escrow Agent reserves the right to control the defense of any such claim or action and all negotiations for settlement or compromise, and to select or approve defense counsel, and Issuer agrees to fully cooperate with Escrow Agent in the defense of any such claim, action, settlement, or compromise negotiations.

12. **Entire Agreement, Severability and Force Majeure.** This Agreement contains the entire agreement between Issuer and Escrow Agent regarding the Escrow Account. Neither party shall be responsible for any failure to perform due to acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruptions, vendor failures (including information technology providers), or other similar causes.

13. **Escrow Agent Compliance.** Escrow Agent may, at its sole discretion, comply with any new, changed, or reinterpreted regulatory or legal rules, laws or regulations, law enforcement or prosecution policies, and any interpretations of any of the foregoing, and without necessity of notice, Escrow Agent may (i) modify either this Agreement or the Escrow Account, or both, to comply with or conform to such changes or interpretations or (ii) terminate this Agreement or the Escrow Account or both if, in the sole and absolute discretion of Escrow Agent, changes in law enforcement or prosecution policies (or enactment or issuance of new laws or regulations) applicable to the Issuer might expose Escrow Agent to a risk of criminal or civil prosecution, and/or of governmental or regulatory sanctions or forfeitures if Escrow Agent were to continue its performance under this Agreement. Furthermore, all parties agree that this Agreement shall continue in full force and be valid, unchanged and binding upon any successors of Escrow Agent. Changes to this Agreement will be sent to Issuer via email. Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement in full reliance upon and by and with the advice of its legal counsel and shall be fully protected in so acting or in refraining from acting upon advice of counsel. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safe the Escrow Amounts until directed otherwise by a court of competent jurisdiction or, (ii) interplead the Escrow Amount to a court of competent jurisdiction.

14. **Waivers.** No waiver by any party to this Agreement of any condition or breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Agreement.

15. **Notices.** Any notice to Escrow Agent is to be sent to escrow@primetrust.com. Any notices to Issuer to BIOLOGX, Inc.

    Any party may change their notice or email address giving notice thereof in accordance with this Paragraph. All notices hereunder shall be deemed given: (1) if served in person, when served; (2) if sent by facsimile or email, on the date of transmission if before 6:00 p.m. Eastern time, provided that a hard copy of such notice is also sent by either a nationally recognized overnight courier or by U.S. Mail, first class; (3) if by overnight courier, by a nationally recognized courier which has a system of providing evidence of delivery, on the first business day after delivery to the courier; or (4) if by U.S. Mail, on the third day after deposit in the mail, postage prepaid, certified mail, return receipt requested. Furthermore, all parties hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth above or as otherwise from time to time changed or updated in Issuer Dashboard, directly by the party changing such information, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider or technology, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the

sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Issuer, including statements, and if such documents are desired then that party agrees to directly and personally print, at their own expense, the electronically-sent communication(s) or dashboard reports and maintaining such physical records in any manner or form that they desire. By signing this Agreement electronically, Issuer explicitly agrees to this Agreement and to receive documents electronically, including your copy of this signed Agreement as well as ongoing disclosures, communications and notices.

16. **Counterparts; Facsimile; Email; Signatures; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, and delivered by email in .pdf format, which shall be binding upon each signing party to the same extent as an original executed version hereof.

17. **Substitute Form W–9:** Section 6109 of the Internal Revenue Code requires Issuer to provide the correct Taxpayer Identification Number (TIN). *Under penalties of Perjury, Issuer certifies that:* (1) the tax identification number provided to Escrow Agent is the correct taxpayer identification number and (2) Issuer is not subject to backup withholding because: (a) Issuer is exempt from backup withholding, or, (b) Issuer has not been notified by the Internal Revenue Service that it is subject to backup withholding. Issuer agrees to immediately inform Escrow Agent in writing if it has been, or at any time in the future is, notified by the IRS that Issuer is subject to backup withholding.

18. **Invalidity**. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

19. **Survival.** Even after this Agreement is terminated, certain provisions will remain in effect, including but not limited to Sections 3, 4, 5, 10, 11, 12 and 14 of this Agreement. Upon any termination, Escrow Agent shall be compensated for the services as of the date of the termination or removal.

[Signature Page Follows]

PrimeTrust

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BIOLOGX, Inc., as Issuer

By:_____
Name:_____
Title:_____

Prime Trust, LLC, as Escrow Agent

By:_____
Name:_____
Title:_____

PrimeTrust

Schedule A

Escrow Agent Fees

[Attached And Posted on Dashboard]

CONSENT OF INDEPENDENT PUBLIC ACCOUNTING FIRM

inclusion in the Offering Circular filed under Regulation A tier 2 on Form 1-A
orts dated November 24, 2020, with respect to the balance sheets

of BIOLOGX, INC. as of November 20, 2020 and the related consolidated statements of operations, members' equity/deficit and cash flows for the inception period of November 18, 2020 through November 20, 2020, and the related notes to the financial statements.


/s/ IndigoSpire CPA Group

IndigoSpire CPA Group, LLC
Aurora, Colorado

February 5, 2020

WALLACE A. GLAUSI
ATTORNEY AT LAW
550 PARK AVENUE, SUITE 220
PORTLAND, OR 97205
(503) 515-3657

December 3, 2020

Re: Qualification Statement for BiologX, Inc. on Form 1-A

To whom it may concern:

We have been retained by BiologX, Inc. (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission, under the Securities Act of 1933, as amended, of the Company's Offering Statement on Form 1-A (the "Offering Statement"). The Offering Statement covers 12,500,000 shares of the Common Stock of the Company (the "Shares") at a purchase price of $4.00 per share, for a total offering amount of $50,000,000.

In our capacity as such counsel, we have examined and relied upon the originals or copies, certified or otherwise identified to our satisfaction, of the following:

1. Articles of Incorporation of the Company;
2. Bylaws of the Company;
3. The Offering Statement; and
4. The form of Subscription Agreement.

We have also examined such other corporate records, documents, certificates, and other agreements and instruments, and have made such other examinations, as we have deemed relevant, necessary or appropriate to enable us to render the opinions hereinafter expressed.

Based on that examination, we are of the opinion that:

1. The Company is duly authorized to issue the Shares.
2. When issued and sold by the Company pursuant to the terms of the Subscription admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Securities and Exchange Commission.

Sincerely,

Attorney at Law