

## SYNTHIUM HEALTH, INC

### TERMS OF TOKEN GENERATION EVENT

**Last Updated: November 12<sup>th</sup>, 2017**

PLEASE READ THESE TERMS OF TOKEN GENERATION EVENT CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

These Terms of SHP Sale (hereinafter - the "**Terms**") summarize the principal terms proposed by Synthium Health, Synthium Health Inc. company, incorporated as S Corporation in the jurisdiction of USA, State of Georgia, (hereinafter - "**Synthium**," "**Synthium Health**," "**we**," or "**us**") regarding the purchase of Synthium (SHP) which will be issued and transferred by the Synthium to the Buyer (hereinafter - "**You**", the "**Buyer**"). Please read carefully these Terms before purchasing Synthium (SHP), as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you shall not purchase Synthium (SHP). By purchasing Synthium (SHP) during sale periods which consist of a pre-sale period that will begin at approximately 9:00 am EST on October 19<sup>th</sup>, 2017 and will end at approximately 11:30 pm, EST on October 26<sup>th</sup>, 2017, and the public sale period/launch date of Synthium SHP start on November 27<sup>th</sup>, 2017 at 9:00 am EST and will end on January 15<sup>th</sup>, 2018 at 11:00 pm. You will be bound by these Terms, and thus your purchase of Synthium (SHP) is subject to these Terms.

The Buyer and Synthium shall each be referred to as a "**Party**" and collectively as the "**Parties**".

By purchasing SHP from us during the Sale Period and/or using SHP in connection with the Platform (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [tgeconnect@synthiumhealth.com](mailto:tgeconnect@synthiumhealth.com).

### RECITALS

**WHEREAS**, the Synthium is to create a stable, safe, convenient and fast cryptocurrency named Synthium (SHP) that may become the measure of value for fiat and crypto currencies, as well as for access to the retail medical supplies platform; and

**WHEREAS**, the Synthium is going to sell created Synthium token (hereinafter - the "**SHP**", the "**SHPs**") to the Buyer during established sale periods as described hereunder; and

**WHEREAS**, the Buyer is willing to purchase the SHP pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

## **1. Purpose and Use of SHP in Connection with the Platform**

You understand and accept that Synthium will issue SHP, and thus SHP may be used as cryptocurrency that may become the measure of value for fiat and crypto currencies. Also, SHP is intended to be used for access to the retail medical supplies platform and perform certain transactions permitted in the country and state (the “**Services**”), as facilitated through a decentralized platform that Synthium and its affiliates are developing (the “**Platform**”). Important additional details regarding the Services and Platform are provided in **Exhibit A**.

You understand and accept that possession of the SHP in no way grants any rights, express or implied, other than the right to use the SHP as the measure of value for fiat and crypto currencies, as well as for access to the retail medical supplies platform which can also perform certain transactions permitted in the country and state. The Buyer expressly agrees that the SHPs are not securities, are not registered with any government entity as securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. Synthium has prepared Whitepaper to describe matters related to Synthium project, included, but not limited to, any technological aspects and software matters. HOWEVER, SYNTHIUM WHITEPAPER IN NO WAY CONSTITUTES A LEGALLY BINDING AGREEMENT, CONTRACT, DECISION, ETC. BETWEEN SYNTHIUM AND THE BUYER.

## **2. Scope of Terms**

Unless otherwise stated herein, these Terms govern only your purchase of SHP from us during the Sale Period.

The use of SHP in connection with the Services or Platform may be governed by other applicable terms and policies (collectively, the “**Platform Terms and Policies**”). Any Platform Terms and Policies we promulgate will be available at <https://apps.synthiumhealth.com> We may add terms or policies to the Platform Terms and Policies at our sole discretion, and may update any of the Terms and Policies from time to time according to modification procedures set forth therein. We will provide notice of these

changes by posting the revised Terms to the Site and changing the "Last Updated" date at the top of the Platform Terms and Policies, or by emailing users at their provided email addresses, or by any other means as determined by us. The decision of which notification method chosen will be at the sole discretion of Synthium. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Site or at the instant that Synthium transmits the information to the users (e.g. via email). To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of SHP in connection with the Services or Platform.

### **3. Cancellation; Refusal of Purchase Requests**

Your purchase of SHP from us during the Sale Period is final, and there are no refunds or cancellations except (a) if the Activation Threshold is not reached, pursuant to applicable procedures set forth in **Exhibit B**, or (b) as may be required by applicable law or regulation. We reserve the right to refuse or cancel SHP purchase requests at any time at our sole discretion.

### **4. SHP Sale Procedures and Specifications**

Important information about the procedures and material specifications of our SHP sale is provided in **Exhibit B**, including, but not limited to, details regarding the timing and pricing of the SHP sale, the amount of SHP we will sell, and our anticipated use of the SHP sale proceeds. By purchasing SHP, you acknowledge that you understand and have no objection to these procedures and material specifications. In addition, you hereby understand and agree there are two Token Sale Periods that are available and that they are different. THE SYNTHIUM SHALL RESERVE THE RIGHT TO REFUSE SELLING SHP TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR BUYING SHP, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IT IS ALSO FORBIDDEN TO PURCHASE SHP USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES. AND BY BUYING SHP HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING SHP ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, SHP WILL BE USED SOLELY AS IN-SERVICE CURRENCY ON THE PLATFORM, AND THUS ANY OTHER USE OF SHP IS BY DECISION AND AT THE SOLE RISK AND DISCRETION OF THE BUYER.

### **5. Exchanges**

Purchased SHP may be sold and transferred by the Buyer at any time after Sale Period via cryptocurrency exchanges, if the SHPs are listed on any (WHETHER TO LIST SHP ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES).

## 6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing SHP, holding SHP, and using SHP in connection with the Services and Platform, as disclosed and explained in **Exhibit C**. If you have any questions regarding these risks, please contact us at [tgeconnect@synthiumhealth.com](mailto:tgeconnect@synthiumhealth.com). BY PURCHASING SHP, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## 7. Security

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold SHP you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your SHP. We are not responsible for any such losses.

## 8. Personal Information

We may determine, at our sole discretion, that it is necessary to obtain certain information about you, including but not limited to instances where we must obtain certain information in order to comply with applicable law or regulation in connection with selling SHP to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell SHP to you unless or until you provide such requested information, and we have determined that it is permissible to sell you SHP under applicable law or regulation.

## 9. Taxes

The purchase price that you pay for SHP is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase, exchange and sale of SHP, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase, exchange and sale of SHP.

## 10. Representations and Warranties

By buying SHP or transferring ETH/BTC to the blockchain system ("**Blockchain System**," as explained in **Exhibit B**) to purchase SHP from us, you represent and warrant that:

(a) You have read and understood these Terms (including all Exhibits), Synthium Terms and Conditions, Synthium Privacy Policy as well as the Synthium Whitepaper (available at <https://tge.synthiumhealth.com>).

(b) you are 18 years or older to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the

terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

(c) You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as token wallets), blockchain technology, and blockchain-based software systems, your in-depth knowledge and deep understanding of the crypto market to understand these Terms and to appreciate the risks and implications of purchasing SHP;

(d) You have carefully reviewed the code of the Blockchain System located on the blockchain at the addresses set forth in **Exhibit B** and fully understand and accept the functions implemented therein;

(e) You have obtained sufficient information about SHP to make an informed decision to purchase SHP;

(f) You understand the restrictions and risks associated with the creation of SHP by the Blockchain System as set forth herein, and acknowledge and assume all such risks;

(g) You understand, acknowledge, and assume the risks associated with the purchase, holding, and use of SHP in connection with the Services and Platform, as explained and disclosed in Section 6 and **Exhibit C**;

(h) You understand that SHP confers only the right to receive Services and to access the Platform, and confers no other rights of any form with respect to the Platform or Synthium or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(i) You are purchasing SHP solely for the purpose of receiving Services, accessing the Platform, and supporting the development, testing, deployment, and operation of the Platform, being aware of the commercial risks associated with Synthium and the Platform. You are not purchasing SHP for any other purposes, including, but not limited to, any investment, speculative, or other financial purposes;

(j) Your purchase of SHP complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing SHP, using SHP, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(k) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of SHP;

(l) If you are purchasing SHP on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly). If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

(m) You are not resident or domiciled in New York State or purchasing SHP from a location in New York State;

(n) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services; and

(o) You understand and acknowledge that title to, and risk of loss of, SHP you purchase from Synthium and receive from the Blockchain System passes from Synthium to you in the State of Georgia.

## **11. Indemnification**

(a) To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Synthium and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (the "**Synthium Parties**") from and against all claims, demands, actions, damages, losses, costs, and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of SHP, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

(b) Synthium reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Synthium.

## **12. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (A) SHP ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO SHP, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT SHP ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN SHP WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT SHP OR THE DELIVERY MECHANISM FOR SHP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF THE SHPS AND THEIR USE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF THE SHP, AND THAT SYNTHIUM SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF THE SHP. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON SHP PURCHASED HEREUNDER.

### **13. Limitation of Liability**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL SYNTHIUM OR ANY OF THE SYNTHIUM PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME, OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF SHP OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF SYNTHIUM AND THE SYNTHIUM PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE SHP, EXCEED THE AMOUNT YOU PAY TO US FOR SHP. THE BUYER UNDERSTANDS AND AGREES THAT SYNTHIUM SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE SHP. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT SYNTHIUM SHALL NOT GUARANTY IN ANY WAY THAT THE SHP MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKEN GENERATION EVENT.

(B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, OR RECKLESS MISCONDUCT OF SYNTHIUM.

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

#### **14. Release**

To the fullest extent permitted by applicable law, you release Synthium and the other Synthium Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under Georgia Civil Code as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

#### **15. Dispute Resolution; Arbitration**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SYNTHIUM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) ***Binding Arbitration.*** Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Synthium (i) waive your and Synthium’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Synthium’s respective rights to a jury trial. Instead, you and Synthium will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) ***No Class Arbitrations, Class Actions, or Representative Actions.*** Any Dispute arising out of or related to these Terms is personal to you and Synthium and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute



cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) **Federal Arbitration Act.** The enforceability of this Section 15 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

(d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Synthium shall be sent by e-mail to Synthium at [tgeconnect@synthiumhealth.com](mailto:tgeconnect@synthiumhealth.com). Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Synthium cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Synthium may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

(e) **Process.** Any arbitration will occur in Cobb County, Georgia. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are hereby incorporated by reference. The state and federal courts located in Cobb County, Georgia will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

(g) **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS, and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) ***Severability of Dispute Resolution; Arbitration.*** If any term, clause, or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses, and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## **16. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of Cobb County, Georgia.

## **17. Severability**

If any term, clause, or provision of these Terms is held unlawful, void, or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

## **18. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of SHP from us during the Sale Period. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at [www.synthiumhealth.com](http://www.synthiumhealth.com) and update the "Last Updated" date above. We may also attempt to notify you through the SHP website at [www.patientory.com](http://www.patientory.com). The amended Terms will be

effective immediately upon posting. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing SHP from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

## **Exhibit A**

### **Description of Synthium, Platform, and SHP**

#### ***1. Overview of Synthium Health, Inc.***

Synthium Health is an entity registered in the State of Georgia. Synthium will have the primary responsibility for the provision of Services and for administering the development of certain aspects of the Platform. The Platform, including the Synthium Health network and settlement system described below, was developed and is operated entirely by Synthium. It is anticipated that in the future, Synthium may form other corporate affiliates to which Synthium may provide, or from which Synthium may receive, certain administrative, technical, and development services in connection with the Services and Platform.

#### ***2. Overview of Current Platform***

The Platform will consist of a network where participants in the network, such as individuals, manufacturers/distributors and health care providers, may inquire, negotiate, purchase, sell and settle transactions among each other. The transactions will be completely secure and transparent.

#### ***3. Development of Platform with SHP Functionality and Services***

SHP is based on the blockchain protocol conforms to the ERC20 standard. As a result of directly integrating SHP and its functionality into the Platform, the Platform will consist of (i) the Synthium Health marketplace, various tools to manage the flow of supplies, and (ii) settlement of transactions among participants in the Synthium Health network, each as facilitated by SHP.

Further details regarding the Platform are described in “Synthium Health Offering Document”. You can request a copy of this document by emailing us at [tgeconnect@synthiumhealth.com](mailto:tgeconnect@synthiumhealth.com). The information contained in the document is of descriptive nature only, and does not, unless explicitly incorporated, form part of these Terms.

Although Synthium intends to develop the Platform in the manner generally described above, it reserves the right to modify features, functionalities, or development plans in its sole and absolute discretion.

## **Exhibit B**

### **Token Generation Event Procedures and Specifications**

#### ***1. Total Number of SHP to be Created and Sold***

Synthium will create up to 1 billion SHP through the Blockchain System. Before the Sale Period Begins, the Blockchain System will create a pool of 150 million pre-allocated SHP to Synthium ("**Synthium SHP**") for certain uses as described in Section 6 below. Remaining SHP tokens (up to 200 million) created by the Blockchain System will be offered for sale by Synthium to purchasers during the Sale Period (until the target amount is raised or the sale period expires). All SHP will be of equal value and functionality.

#### ***2. Token Pre-Sale, Commencement, and Duration of Token Generation Event***

Synthium will complete a SHP pre-sale, and will commence a public sale of SHP during a sale period ("**Sale Period**"). The SHP pre-sale will begin at approximately 9:00 am EST on October 19<sup>th</sup>, 2017 and will end at approximately 11:30 pm, EST on October 26<sup>th</sup>, and the public sale period/launch date of Synthium SHP which will be announced and updated at the end of Pre-Sale.

#### ***3. Acceptance, Purchase SHP Price and Payment***

By buying SHP hereunder, the Buyer expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith. The price for SHP will be set at \$0.65 per SHP. Early adopters (Prior to pre-sale or public sale event) will be able to avail the SHP at 30% discount for a minimum investment of \$100,000. During the Pre-Sale event from October 19<sup>th</sup>, 2017 (9:00 am EST) to October 26<sup>th</sup>, 2017 (11:30 pm, EST), SHP will be initiated or set at 20% discounted price. During the public sale period starting on November 27<sup>th</sup>, 2017 and ending on January 15<sup>th</sup>, 2018, SHP will be initiated at \$0.65 and bonus announcements will be done as needed. There will also be a private sale option for interested parties prior to the crowdsale based on mutual agreement.

#### ***4. Procedures for Buying and Receiving SHP***

In order to purchase SHP during the Sale Period, and to receive the SHP you purchase, you must have an Ethereum or other wallet that supports the ERC20 token standard. Synthium reserves the right to prescribe additional wallet requirements. Prior to the Launch Date, Synthium will publish an address for the SHP sale via [www.synthiumhealth.com](http://www.synthiumhealth.com). To initiate a purchase of SHP, you must send an amount of Ether to the Blockchain System located on the Ethereum blockchain pursuant to the instructions at [www.synthiumhealth.com](http://www.synthiumhealth.com). This action triggers a specific blockchain operation, pursuant to which the Blockchain System will automatically create and promptly deliver the corresponding SHP to the ERC20 wallet address from which the Ether were sent. The Buyer may be required to manually set his/her ETH-wallet to watch the TGE smart contract to receive SHP after their issuance by Synthium which shall be made after Synthium's TGE ends. The Buyer may purchase SHP via any

Ethereum or other appropriate client. BUT USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), AS WELL AS USE OF JAXX AND MULTI\_SIGNATURE WALLETS WILL LEAD TO THE LOSS OF ALL ETH/BTC PAID HEREUNDER. The Buyer is also required to register on the website of Synthium as set forth in the Synthium Terms and Conditions and Synthium Privacy Policy available at <https://tge.synthiumhealth.com>.

The Blockchain System is deployed by Synthium from State of Georgia, and is programmed so that all transactions it executes will be executed in State of Georgia. As such, title to, and risk of loss of, SHP created and delivered by the Blockchain System passes from Synthium to purchasers in State of Georgia.

### ***5. Synthium SHP***

Of the Synthium SHP, 150 million SHP will be used for compensating employees, advisors and contractors, and for other internal purposes in connection with the deployment and the development of the Platform.

All the remaining SHP of Synthium SHP will be managed by Synthium's founding team.

### ***6. Use of Proceeds from SHP Token Generation Event***

The capital that Synthium receives for SHP sold to purchasers during the Sale Period, will be used to compensate engineers, staff, and contractors, cover operating costs and marketing expenses, and to address other administrative and unforeseen costs. Additionally, 7% of the money raised will be reserved for the Management and recorded as cost of raising capital.

## **Exhibit C**

### **Certain Risks Relating to Purchase, Sale, and Use of SHP**

***Important Note:*** As noted elsewhere in these Terms, the SHP are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are intended. Synthium expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit C, (ii) any error, omission, or inaccuracy in any such information, or (iii) any action resulting from such information.

**By purchasing, holding, and using SHP, you expressly acknowledge and assume the following risks:**

**1. *Risk of Losing Access to SHP Due to Loss of Private Key(s), Custodial Error, or Purchaser Error***

A private key, or a combination of private keys, is necessary to control and dispose of SHP stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing SHP will result in loss of such SHP. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your SHP. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store SHP, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your SHP. Additionally, your failure to follow precisely the procedures set forth in Section 4 of **Exhibit B** for buying and receiving SHP, including, for instance, if you provide the wrong address for receiving SHP, may result in the loss of your SHP.

**2. *Risks Associated with the Ethereum Protocol***

Because SHP and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or SHP. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to SHP and the Platform, including the utility of SHP for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

**3. *Risk of Mining Attacks***

As with other decentralized cryptographic tokens based on the Ethereum protocol, SHP are susceptible to attacks by miners in the course of validating SHP transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the

Platform and SHP, including, but not limited to, accurate execution and recording of transactions involving SHP.

#### **4. *Risk of Hacking and Security Weaknesses***

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or SHP in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Synthium team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and SHP, including SHP's utility for obtaining Services.

#### **5. *Risks Associated with Markets for SHP***

SHP are intended to be used solely on the Platform, and Synthium will not support or otherwise facilitate any secondary trading or external valuation of SHP. This restricts the contemplated avenues for using SHP to obtain Services or access the Platform, and could therefore create illiquidity risk with respect to SHP you hold. Even if secondary trading of SHP is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to SHP (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### **6. *Risk of Uninsured Losses***

Unlike bank accounts or accounts at some other financial institutions, SHP are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

#### **7. *Risks Associated with Uncertain Regulations and Enforcement Actions***

The regulatory status of SHP and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and SHP. Regulatory actions could negatively impact the Platform and SHP in various ways, including, for purposes of illustration only, through a determination that SHP are a regulated financial instrument that require registration or licensing. Synthium may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.



## **8. *Risks Arising from Taxation***

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

## **9. *Risk of Alternative Platforms***

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Platform and attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative platforms, which could negatively impact the Platform and SHP, including SHP's utility for obtaining Services.

## **10. *Risk of Insufficient Interest in the Platform or Distributed Applications***

It is possible that the Platform will not be used by a large number of individuals, companies, and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of SHP, including its utility for obtaining Services.

## **11. *Risks Associated with the Development and Maintenance of the Platform***

The Platform is still under development and may undergo significant changes over time. Although we intend for SHP and the Platform to follow the specifications set forth in **Exhibit A**, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of SHP or the Platform for any number of legitimate reasons. This could create the risk that SHP or the Platform, as further developed and maintained, may not meet your expectations at the time of purchasing SHP. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of SHP, including its utility for obtaining Services.

## **12. *Risk of an Unfavorable Fluctuation of Ether, Bitcoin and Other Currency Value***

Synthium team intends to use the proceeds from selling SHP to fund the maintenance and development of the Platform, as described further in **Exhibit B**. The proceeds of the sale of SHP will be denominated in Ether Bitcoin and may, at our discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, Synthium team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

### **13. *Risk of Dissolution of Synthium***

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether, Bitcoin (or other cryptographic and fiat currencies), decrease in SHP's utility (including its utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and Synthium may dissolve.

### **14. *Risks Arising from Lack of Governance Rights***

Because SHP confers no governance rights of any kind with respect to the Platform or Synthium, all decisions involving the Platform or Synthium will be made by Synthium at its sole discretion, including, but not limited to, decisions to discontinue the Platform, to sell more SHP for use in the Platform, or to sell or liquidate Synthium. These decisions could adversely affect the Platform and the utility of SHP that you hold, including SHP's utility for obtaining Services.

### **15. *Risks Associated with HIPAA Regulation***

Synthium's growth and adoption of the Platform may depend on our ability, and/or the ability of network participants, to maintain and implement HIPPA-compliant practices, procedures, and other infrastructure. Moreover, the regulatory framework surrounding personal health information may change over time, and continuing to develop and improve the Platform to keep up with these changes may require significant time and additional investment. If we cannot continue to develop and improve the Platform to maintain compliance and/or competitiveness in light of such changes, the Platform may not remain viable, which could negatively impact the utility of SHP, including SHP's utility for obtaining Services.

### **16. *Unanticipated Risks***

Cryptographic tokens such as SHP are a new and untested technology. In addition to the risks included in this **Exhibit C**, there are other risks associated with your purchase, holding, and use of SHP, including those that Synthium cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit C**.