

PatientTruth Terms and Conditions

Last updated: July 11, 2018

The Embleema Service ("Service") is owned and operated by Embleema Inc. ("Embleema", "us", "we", or "our"), a Delaware corporation. Your use of the Website and Service is subject to the terms and conditions contained herein together (the "Agreement"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Website or any Embleema Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you should not access, browse or use the Website. If you do not accept the Terms of Use of a Embleema Service, you will not be able to access it.

Description of Embleema Service

The Embleema Service ("Service") consists of the website located at patienttruth.embleema.com (the "Website"), and the information, tools, software, features and functionalities, including content, updates and new releases located on the Website (collectively the "Embleema Service". "Service")

The Service is a health information storage service that allows U.S. based Registered Users to upload, store and share certain medical information ("Medical History") on the Site. The Service is provided to you by Embleema as means to store and share your Medical History. The Service is not intended to provide or replace medical advice.

If a Registered User authorizes the sharing of his/her Medical History with a healthcare professional ("Provider"), Embleema will notify the Provider via email that you have authorized access to your Medical History. The Service will then supply information to the Provider on how to access your Medical History using the Service.

The Service allows Registered Users to upload their own medical records in electronic format, in the form of a Continuity of Care Document ("CCD"), as defined in the document "HL7 Implementation Guide for CDA[®] Release 2: Consolidated CDA Templates for Clinical Notes (US Realm) Draft Standard for Trial Use Release 2.1, Draft Standard for Trial Use, August 2015" (the "Standard"). The Service only stores some information contained in the header and the following sections of the CCD: allergies, medications, problems, procedures, social history, vital signs, results, immunizations. Content of CCD outside of the header and these sections is not stored by the Service. No formats other than the CCD (see http://www.hl7.org/implement/standards/product_brief.cfm?product_id=6) are accepted by the Service.

The Service also allows Registered Users to upload their Fitbit (Registered) information by connecting the Fitbit website. The Service will store some

information as regards to activities, sleep, weight and food only. No other type of information is stored by the Service.

Registered Users shall be solely responsible for the quality as well as the production and uploading their own medical records and data using CCD files either electronically or through other means. Embleema accepts no liability for any issues or inaccuracies caused by data loaded by Registered Users via the CCD or any other user-initiated data upload technique.

Whether you are a "Visitor" (only browsing the Website) or a "Registered User" (current Embleema service account holder), your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms and Privacy and Security Policy, noted herein. The term "you" refers to a Visitor or Registered User or others who wish to access or use the Service.

If you wish to become a Registered User and use the Service, you must read these Terms during the registration process. By clicking "I Agree." during the process you so indicate your acceptance of these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Service.

Privacy and Security Policy

Your access to and use of this Website and any Embleema Service are also subject to Privacy Policies that we use to help ensure your privacy. You may review our Privacy Policies by following the link on our home page. The Embleema Service allows you to upload your personal health care information to exchange your personal health information with your physician. That personal health care information may constitute protected health information ("PHI"), as defined under the Health Insurance Portability and Accountability Act ("HIPAA") regulations. 42 CFR Parts 160 and 164. For any and all Embleema Services where we receive, store and transmit PHI, we will review, establish and maintain physical, administrative and technical security standards for all of our facilities to comply with HIPAA regulations. We will expect the same standard for all business associates of a physicians who access registered users PHI through the Embleema Service. Some of the information you may provide may be considered genetic information as defined under the Genetic Information Nondiscrimination Act of 2008 ("GINA"), H.R. 493. Our compliance with the requirements of GINA are made through our HIPAA compliance efforts. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. Before a child reaches the age of 18 years old, he or she cannot legally exercise rights granted by the HIPAA Privacy Rule. For certain special requests, a minors' parents or guardians may be able to act as personal representatives under special patient considerations. The HPA Privacy Rule grants parents access to their children's medical records.

You are responsible for maintaining the confidentiality of your Login ID and password including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree that Embleema takes no responsibility for and disclaims any and all liability or consequential damages arising from your information confidentiality resulting from sharing or losing your Login ID and/or password. Embleema does not store your password. Embleema associates will never ask you for your password.

You may not use as a Login ID the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a Login ID any name that is offensive, vulgar or obscene.

Your Use of the Service

Your right to use the Service is limited to you. It is not assignable or transferable by you to any other person or entity. You agree to use the Service for lawful purposes only. There is no guarantee that Embleema will be able to store on a blockchain any CCD, since the quality of the CCD including its compliance to the Standard is dependent upon third-party providers and/or third-party websites.

Access to the Service is available only through a compatible device(s) with sufficient Internet network access. You agree that you are solely responsible for maintaining these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your device and telecommunications providers. By providing your e-mail address to us, you expressly authorize us to contact you via email from time to time regarding status of the registration process for an account, certain changes made to your Embleema account, such as a change in your Registration Information, updates to your Medical Information or Fitbit data and customer service matters.

Intellectual Property

The Website and the Embleema Service contain material, including but not limited to software, text, graphics, images, videos and interactive materials (collectively referred to as the "Content"). For the avoidance of doubt, PHI is never considered to be our "Content." We own the Content, or portions of the Content may be made available to us through arrangements that we have with third-parties. Regardless of whether the Content is owned by us or others, the Content is protected by United States and international copyright and other intellectual property laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other

proprietary notices contained in the original Content on any copy you make of the Content. (In other words, if you print some of the Content for your own use, you must include on the printed copy any copyright notice which we or anyone else put there.) You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Website shall automatically terminate and you must immediately destroy any copies you have made of the Content. Certain elements of the Website and Embleema Service are protected by trade dress, trademark, copyright, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors, except as otherwise expressly permitted without the prior written consent of Embleema.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Website or any Embleema Service infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA. Notices and counter notices with respect to the Website should be sent to Embleema:

Contact Information

Embleema Website Support

Address : 16 Pearl Street, Suite 110, Metuchen, NJ 08840

Email : support@embleema.com

Phone : +1 619 485 6452

Links to Other Web Sites

The Website or a Embleema Service may contain links to third-party websites ("External Sites"). We provide these links solely as a convenience to you and not as an endorsement by us of the content on those External Sites. The content on any External Site is developed and provided by others. You should contact the site administrator or Webmaster for an External Site you browse if you have any concerns regarding its links or any content located on the External Site.

We are not responsible for the content of any linked External Site and do not make any representations regarding the content or accuracy of any materials on such External Site. You should take precautions when downloading files from websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk. You should review the Terms of Use and Privacy Policies of each External Site you choose to visit. External Sites may have Terms of Use and Privacy Policies very different from ours.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may do so by notifying us (Embleema) at support@embleema.com. You may also simply discontinue using the Service by not renewing your annual subscription to the Service. Please note that if you choose to terminate service your prepaid subscriptions fee is not refundable. At termination of the services, Embleema will at the request of the registered user return and/or destroy access to and de-identify all protected health information received from or created or received by the registered user or any covered entity.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Embleema and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation of Liability

In no event shall Embleema, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Embleema, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. Embleema cannot always foresee or anticipate technical or other difficulties which may result in, and Embleema shall therefore not be responsible or liable for, any failure to obtain medical information and Fitbit data, loss of Medical History information or personalization settings or other service interruptions.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

You understand and agree that we may change this Agreement at any time without prior notice. If you maintain an active account with us, you will have to provide us with an active and valid email account that you use, and we will provide you an email notice of any change(s) to the Agreement. Any revised terms and conditions will become effective immediately upon posting, unless we state otherwise in any revised Terms of Use. If you use the Website or a Embleema Service after we post a change to the Terms of Use to the Website of the applicable Embleema Service, we will assume your use means you accept all of the revised terms and conditions. If you do not agree to any change to this Agreement, your only remedy is to stop accessing, browsing and using the Website or Embleema Service.

Contact Us

Thoughts or questions about these Terms, please contact us at support@embleema.com.

TOKEN PURCHASE AND LICENSE AGREEMENT

This Token Purchase Agreement (this “Agreement”) contains the terms and conditions that govern your use and purchase of the Embleema EBL ERC-20 tokens (“EBL”, “Beta Version Tokens”) and is an agreement between you or the entity that you represent (“Buyer” or “you”) and Embleema Inc. (together with its affiliates, “Company”). Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

Buyer acknowledges, understands and agrees:

- **BINDING AGREEMENT:** Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer’s purchase of EBL.
- **EBL HAVE NO RIGHTS, USES OR ATTRIBUTES** outside of use with Embleema’s distributed ledger transaction technology (the “Embleema healthcare blockchain and the PatientTruth Service”).
- **PURCHASES OF EBL ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.**
- **EBL MAY HAVE NO VALUE** outside of the license to use the Embleema healthcare blockchain and the PatientTruth Service license agreement incorporated by reference into each Token.
- **NO RIGHTS OR OWNERSHIP CREATED BY TOKENS.** Beta Version Tokens carry no rights, express or implied, other than the right to use the Tokens as specified herein. In particular, the Tokens do not provide Buyer with rights of any form with respect to any of the Company revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights. Beta Version Tokens do not provide Buyer with any ownership or other interest in any other token issued by Embleema for other future Embleema blockchains.
- **COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.**
- **THIS AGREEMENT INCLUDES PRE-DISPUTE RESOLUTION .**

ACCEPTANCE OF AGREEMENT AND PURCHASE OF EBL

This Agreement shall be effective and binding on the Parties when Buyer: (a) completes the registration process to use the PatientTruth Service which includes agreement to indicate that Buyer has read, understands and agrees to the terms of this Agreement and/or (b) upon Company’s receipt of payment from Buyer. Buyer

agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

Website Terms and Conditions. Company has established Terms and Conditions for use thereof, as may be amended from time to time, for the Website, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.

EBL Tokens. The EBL tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Embleema healthcare blockchain and PatientTruth Service and the license granted therein. Although EBL may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument.

No Claim, Loan or Ownership Interest. The purchase of EBL : (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

SECURITY AND DATA

(a) Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of EBL; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's EBL and/or access to Buyer's account. Company is under no obligation to recover any EBL and Buyer acknowledges, understands and agrees that all purchases of EBL are non-refundable and Buyer will not receive money or other compensation for any EBL purchased.

(b) Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute EBL to Buyer until such requested information is provided.

REPRESENTATIONS AND WARRANTIES OF BUYER

By buying EBL, Buyer represents and warrants to Company that:

Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the PatientTruth Service and purchase EBL, and to carry out and perform its obligations under this Agreement.

(a) If an individual, Buyer is at least 18 years old and of sufficient legal age and capacity to purchase EBL .

(b) If a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

DISCLAIMERS

Buyer expressly acknowledges, understands and agrees that Buyer is using the Embleema healthcare blockchain and PatientTruth Service and purchasing EBL at the Buyer's sole risk and that the Embleema healthcare blockchain and PatientTruth Service and EBL are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

No Representation or Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE EMBLEEMA HEALTHCARE BLOCKCHAIN AND PATIENTTRUTH SERVICE AND THE EBL, COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

RISKS

EBL MAY HAVE NO VALUE, EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the EBL (including those not discussed herein), all of which could render the EBL worthless or of little value:

No Rights, Functionality or Features. EBL have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Embleema healthcare blockchain and PatientTruth Service or as otherwise provided pursuant to the License Agreement.

Platform. Buyer understands and agrees that EBL are designed only to be utilized with the Embleema healthcare blockchain and PatientTruth Service and pursuant to the License Agreement.

Blockchain Delay Risk. On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. Buyer acknowledges and understands that the Ethereum blockchain may not include the Buyer's transaction at the time Buyer expects and Buyer may not receive EBL the same day Buyer sends ETH.

Ethereum Blockchain. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic EBL. Buyer acknowledges and understands that Ethereum block producers may not include Buyer's transaction when Buyer wants or Buyer's transaction may not be included at all.

Ability to Transact or Resell. Buyer may be unable to sell or otherwise transact in EBL at any time, except for use with the Embleema healthcare blockchain and PatientTruth Service pursuant to the terms of the License Agreement. By using the Embleema healthcare blockchain and PatientTruth Service or by purchasing EBL, Buyer acknowledges, understands and agrees that: (a) EBL have no value away from the Embleema healthcare blockchain and PatientTruth Service ; (b) there is no guarantee or representation of liquidity for the EBL; and (c) Company is not and shall not be responsible for or liable for the market value of EBL, the transferability and/or liquidity of EBL and/or the availability of any market for EBL through third parties or otherwise.

Access to Private Keys. EBL purchased by Buyer may be held by Buyer in Buyer's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Buyer's digital wallet or vault storing EBL will result in loss of such EBL, access to Buyer's Token balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Buyer uses, may be able to misappropriate Buyer's EBL. Company is not responsible for any such losses.

New Technology. The Embleema healthcare blockchain and PatientTruth Service and its usage are subject to the terms of the License Agreement and might not be capable of implementation or adoption.

LIMITATION OF LIABILITY; INDEMNIFICATION

Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against Company of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of Company.

Company shall not be liable to Buyer for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Company has been advised of the possibility of such damages. Buyer agrees not to seek any refund, compensation or reimbursement from Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement. Damages. In no circumstances will the aggregate joint liability of Company, whether in contract, warrant, tort or other theory, for damages of any kind under this Agreement exceed the amount received by Company from Buyer.

Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Release. To the fullest extent permitted by applicable law, Buyer releases Company from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

Indemnification.

(a) To the fullest extent permitted by applicable law, and except as otherwise provided in the License Agreement, Buyer will indemnify, defend and hold harmless and reimburse Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by Company arising from or relating to: (i) Buyer's purchase or use of EBL; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

(b) Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company, including those provided under the License Agreement.

DISPUTE RESOLUTION

Informal Dispute Resolution. Except as otherwise provided under the License Agreement, Buyer and Company shall cooperate in good faith to resolve any dispute,

controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration.

Binding Arbitration. Any Dispute not resolved within 90 days shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be one who shall be selected by Company. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Company and Buyer will each pay their respective attorneys' fees and expenses.

No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to this Agreement is personal to Buyer and Company 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.

MISCELLANEOUS

Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the United States and the where applicable the State of Delaware without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

Assignment. Buyer shall not assign this Agreement without the prior written consent of Company. Any assignment or transfer in violation of this Section will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and

understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by Company about the EBL or the Embleema healthcare blockchain and PatientTruth Service.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Modification of Agreement. Company may modify this Agreement at any time by posting a revised version on the Website, available at <http://www.embleema.com/>. The modified terms will become effective upon posting. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

Termination of Agreement; Survival.

Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon any such termination, Buyer shall not be entitled to receive any EBL. Buyer shall not be entitled to any other recourse. Upon termination of this Agreement: (a) all of Buyer's rights under this Agreement immediately terminate; (b) Buyer is not entitled to a refund of any amount paid; and all conditions and terms included herein will continue to apply in accordance with their terms.

No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

Electronic Communications. Buyer agrees and acknowledges that all agreements, notices, disclosures and other communications that Company provides Buyer pursuant to this Agreement or in connection with or related to Buyer's purchase of EBL, including this Agreement, may be provided by Company, in its sole discretion, to Buyer, in electronic form.