

## SAEFTE FINANCING TERM SHEET

July 23, 2018

This Term Sheet (this “*Term Sheet*”) is a summary of the principal terms of a SAEFTE financing (the “*Financing*”) of MedBlox, Inc., a Delaware corporation (together with any subsidiary or nominated token issuer, the “*Company*”). This term sheet is for discussion purposes only, is not intended to be construed as a binding agreement of the parties and is qualified in its entirety by reference to the actual text of the definitive agreements regarding the subject matter of this Term Sheet. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective purchasers should review the entire form of SAEFTE, available from the Company.

### Offering Terms

<i>Company</i>	MedBlox, Inc., a Delaware corporation.
<i>Instrument</i>	Simple agreements for the exchange of future tokens or equity (each, a “ <i>SAEFTE</i> ,” and collectively, the “ <i>SAEFTEs</i> ”).
<i>Purchasers</i>	Investors selected by the Company in its sole discretion (each, a “ <i>Purchaser</i> ,” and collectively, the “ <i>Purchasers</i> ”).
<i>Amount Offered</i>	The Company may sell SAEFTEs from time to time in its sole discretion. There is no restriction or requirement on the amount or the period during which the Company is permitted to offer SAEFTEs.
<i>Purchase Amount</i>	The minimum purchase amount for a SAEFTE will be \$50,000, although the Company reserves the right to reduce this amount in its sole discretion.

### SAEFTE Terms

<i>Qualified Financing</i>	Each SAEFTE will convert automatically upon a Qualified Financing into cash in an amount to equal to the quotient of the Purchase Amount divided by the QF Trigger Price (the “ <i>Qualified Financing Amount</i> ”). However, the Company shall have the right to pay the Qualified Financing Amount in the tokens or shares issued in the Qualified Financing Amount (with appropriate adjustments to reflect the difference between the QF Trigger Price and the sales price in such Qualified Financing).
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“*Discount*” means 40%.

“*QF Trigger Price*” means the product of (x) 100% less the Discount and (y) (A) in the case of Qualified Financing that is a Qualified Equity Financing, the highest price per share of preferred stock sold in a Qualified Equity Financing or (B) in the case of Qualified Financing that is a Qualified Token Financing, the highest price per token sold to the general public in a Qualified Token Sale.

“*Qualified Equity Financing*” means the sale in a single or series of

related transactions of preferred stock (or equity securities other than common stock) for gross proceeds of at least \$10 million including shares issued in exchange for SAEFTEs issued by the Company.

“**Qualified Financing**” means the first to occur of a Qualified Equity Financing or a Qualified Token Sale.

“**Qualified Token Sale**” means the sale in a single or series of related transactions of cryptographic tokens for gross proceeds of at least \$10 million, including tokens issued in exchange for SAEFTEs issued by the Company.

***Liquidity Event***

Each SAEFTE will convert automatically, upon or immediately prior to the consummation of a Liquidity Event, into the right to receive cash in an amount to the portion of the consideration payable in the Liquidity Event equal to the product of (x) the Purchase Amount multiplied by (y) the sum of 100% plus the Discount. If, upon or immediately prior to the consummation of the Liquidity Event, the proceeds of the Liquidity Event are insufficient to permit the payment to the Purchasers of the consideration required, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Purchasers in proportion to the amounts they would otherwise be entitled to receive.

***Dissolution Event***

Each SAEFTE will convert automatically, upon or immediately prior to the consummation of a Dissolution Event, into the right to receive the Purchase Amount.

“**Dissolution Event**,” means a voluntary termination of operations of the Company, a general assignment for the benefit of the Company’s creditors or any other liquidation, dissolution or the winding up of the Company, whether voluntary or involuntary.

In case of a Dissolution Event, no assurances can be given that the Company will have funds to repay the Purchase Amounts.

***Priority of Payment***

If, immediately prior to the consummation of the Dissolution Event (as defined in the SAEFTEs), the assets of the Company that remain legally available for distribution to the Purchasers, as determined in good faith by the Company’s Board of Directors, are insufficient to permit the return to Purchasers of their respective Purchase Amounts, then the remaining assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Purchasers in proportion to the purchase amounts they would otherwise be entitled to receive.

***Purchaser Holding Period***

Purchasers will agree to hold any tokens or shares delivered to them in connection with Qualified Financing for a period of not less than 12 months from the date that such tokens or shares are delivered to the Purchaser.

## **Offering Mechanics**

***Form of Payment for SAEFTE*** U.S. Dollars or permitted cryptocurrency, Bitcoin or Ether (“***Permitted Cryptocurrency***”).

***Documentation*** Purchase and sale of each SAEFTE will be on the terms and conditions set forth in a Subscription Agreement (collectively, the “***Subscription Agreements***”) provided by the Company, and which will contain certain representations, warranties and covenants of the Company and the Purchaser, closing conditions, and other provisions. Additional representations, warranties and agreements of the Company and the applicable Purchaser are set forth in the applicable SAEFTE itself.

The definitive agreements, including the SAEFTes and the Subscription Agreements will be prepared by the Company’s legal counsel.

***Amendment*** All SAEFTes issued with identical terms (other than Discount) and in the same form (a “***Series***”) may be amended or waived by the Company and the holders of a majority-in interest of the SAEFTE in such Series (the “***Requisite Holders***”). In addition, any individual SAEFTE may be amended or waived by the Company and the holder thereof.

***Purchaser Eligibility*** Each Purchaser must be an accredited investor (as defined in Regulation D under the U.S. Securities Act) or a non-U.S. Person (as defined in Regulation S under the U.S. Securities Act) that can purchase in compliance with applicable law.

***Expenses*** The Company and the Purchaser will each bear their own legal and other expenses with respect to the Financing.