

GENERAL NOTICE

PLEASE READ THE TERMS SET OUT HEREIN CAREFULLY.

THE TOKENS (AS DEFINED HEREIN) ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKETS PRODUCT, OR ANY OTHER FORM OF REGULATED PRODUCT OR INVESTMENT IN ANY JURISDICTION. THIS AGREEMENT DOES NOT CONSTITUTE A PROSPECTUS OR AN OFFER DOCUMENT OF ANY SORT AND IS NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKETS PRODUCT OR ANY OTHER FORM OF REGULATED PRODUCT OR INVESTMENT, OR A SOLICITATION FOR ANY FORM OF INVESTMENT, IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THIS AGREEMENT, AND NO ACTION HAS BEEN OR WILL BE TAKEN IN RESPECT OF OBTAINING SUCH APPROVAL BY THE COMPANY (AS DEFINED HEREIN) UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THIS AGREEMENT TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

NO TOKEN (AS DEFINED HEREIN) SHOULD BE CONSTRUED, INTERPRETED, CLASSIFIED OR TREATED AS ENABLING, OR ACCORDING ANY OPPORTUNITY TO YOU TO PARTICIPATE IN OR RECEIVE PROFITS, INCOME, OR OTHER PAYMENTS OR RETURNS ARISING FROM OR IN CONNECTION WITH THE COMPANY, THE PROJECT GROUP, THE PROJECT, THE TOKENS (EACH AS DEFINED HEREIN), OR THE PROCEEDS OF THE TOKEN SALE (AS DEFINED HEREIN), OR TO RECEIVE SUMS PAID OUT OF SUCH PROFITS, INCOME, OR OTHER PAYMENTS OR RETURNS.

THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS (AS DEFINED HEREIN), INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

PLEASE NOTE THAT THE COMPANY WILL NOT OFFER OR SELL TO YOU, AND YOU ARE NOT ELIGIBLE TO PURCHASE ANY TOKENS IN THE TOKEN SALE IF YOU ARE AN EXCLUDED PERSON (AS DEFINED HEREIN).

NOTICE TO RESIDENTS OF THE UNITED STATES

THE OFFER AND SALE OF THE TOKENS (AS DEFINED HEREIN) HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. TOKENS (AS DEFINED HEREIN) MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF CANADA

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF TOKENS (AS DEFINED HEREIN) MUST NOT TRADE THE TOKENS BEFORE THE DATE THAT THE COMPANY (AS DEFINED HEREIN) BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

NOTICE TO RESIDENTS OF CHINA

THE TOKENS (AS DEFINED HEREIN) ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "**FPO**")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON. ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

REME Token, a product of Health-Connected Ltd trading as ReMeLife.

Private Sale Stage 2

SAFT (Simple Agreement for Future Tokens)

THIS SAFT ("**Agreement**") CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the "**Purchaser**") of ...[FIAT AMOUNT] (the "**Purchase Amount**") on or about ...[DATE], Health-Connected Limited (an England and Wales company, Company Number: 07987967) (the "**Company**"), hereby issues to the Purchaser the right to certain units of REME tokens (the "**Token**" or "**REMEs**"), subject to the terms set forth below ("**Token Sale**").

Purchase Amount Minimum	£100
Purchase Discount Price Per Token	£0.04
Target Discount Rate	60%
Total Number of Tokens to Receive	[]
Lock in Period	Vested over 12 Months as herein defined

1. Events

- 1.1 **Network Launch.** If there is a Network Launch before the expiration or termination of this Agreement, the Company will automatically issue to the Purchaser a number of units of the Token calculated in accordance with Annex 2 of this Agreement ("**Purchased Tokens**") [on the date of the Network Launch].

In connection with and prior to the issuance of the Purchased Tokens by the Company to the Purchaser pursuant to this Section 1.1:

- A. The Purchaser will execute and deliver to the Company any and all other transaction documents and/or information related to this Agreement that the Company may reasonably require in order to comply with any applicable laws or regulations in connection with the Token Sale, including verification of whether the Purchaser is an Excluded Person; and
 - B. The Purchaser will provide to the Company an ERC-20 compatible wallet address, set out in Annex 1, for which to allocate the Purchased Tokens to the Purchaser upon the Network Launch.
- 1.2 **Dissolution Event.** If there is a Dissolution Event before this Agreement expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, subject to the rights and preferences of the holders of the Company's preference shares (if any), as set forth in the Company's constitution, as it may be amended from time to time. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchaser and all holders of all other SAFTs (the "**Dissolving Purchasers**"), as determined in good faith by the Company's board of

directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective purchase amounts, then the remaining assets of the Company legally available for distribution, following all distributions to the holders of the Company's preference shares (if any), will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the purchase amounts they would otherwise be entitled to receive pursuant to this Section 1.2. Any distributed amounts shall be in British Pounds.

1.3 **Termination.** Save in respect of clause 1.4 below (which shall continue in force until the end of the Lock-up Period), this Agreement will expire and terminate upon the earlier of (i) the issuance of Tokens to the Purchaser pursuant to Section 1.1; (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1.2; (iii) 1 May 2022 (the "**Deadline Date**"), if the Network Launch has not occurred as of such date; provided that, the Company shall have the right to extend the Deadline Date by sixty (60) days, in its sole discretion. Notwithstanding, the Company reserves the right to terminate this SAFT, in its sole discretion, in the event that the Purchaser breaches this SAFT. Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.

1.4 **Lock-Up.** The Purchaser agrees that, whilst its full allocation of Tokens due to it under this Agreement will be allocated following the Network Launch, from the date of allocation those Tokens will be subject to a vesting-based lock-up which prevents any dealings in those Tokens for a period of 12 calendar months following the date of the Network Launch (the "Lock-Up Period"). During the Lock-Up Period the lock-up on the Purchaser's allocation of Purchased Tokens will be disappplied ("Unlocked") on the following staged basis during the Lock-Up Period as follows:

- A. In Months 3-7: 5% of the Purchaser's full allocation of the Purchased Tokens (rounded down to the nearest 5 decimal place) having the lock-up disappplied at the first calendar day of each of these calendar months during the Lock-Up Period; and
- B. In Months 8-9: 8% of the Purchaser's full allocation of the Purchased Tokens (rounded down to the nearest 5 decimal place) having the lock-up disappplied at the first calendar day of each of these calendar months during the Lock-Up Period; and
- C. In Months 10-11: 16% of the Purchaser's full allocation of the Purchased Tokens (rounded down to the nearest 5 decimal place) having the lock-up disappplied at the first calendar day of these calendar months during the Lock-Up Period; and
- D. In Month 12: 27% of the Purchaser's full allocation of the Purchased Tokens (rounded down to the nearest 5 decimal place) having the lock-up disappplied at the first calendar day of this calendar month during the Lock-Up Period.

The Purchaser agrees that the Company may choose to disapply or amend this lock-up arrangement on notice to the Purchaser, on condition that any such amendment shall be no more onerous on the Purchaser than that set out in this clause.

2. **Definitions**

"Discount Price" means the maximum price per Token sold by the Company to the general public during the Network Launch multiplied by the Discount Rate.

"Discount Rate" applicable for this SAFT is 60%.

"Dissolution Event" means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“Network Launch” means the date on which a *bona fide* transaction or series of transactions, pursuant to which the Company will sell the Tokens to the general public in a publicized product launch.

“Project” means the development of a blockchain-based computer network (the **“ReMeLife Token Ecosystem [RTE]”**) that enables tokenization and trade of products and services through the use of the **“ReMe Market”** and the **“ReMeChain”** and associated project components.

“Project Group” means an entity and/or its affiliates designated by the Company to, *inter alia*, develop the Project and undertake the Token Sale.

“SAFT” means this Agreement and/or such other agreements entered into by the Company and/or the Project Group containing a future right to units of Tokens, similar in form and content to this Agreement, which a significant portion of the amount raised under all SAFTs will be used to fund the Project.

“Use Restriction” means the general prohibition on the Purchaser’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens in the Network until such Tokens are vested as provided in the vesting herein provided.

3. **Company Representations**

The Company represents and warrants to the Purchaser, as of the date hereof, as follows:

- 3.1 That the Company is a corporation duly organized, validly existing and in good standing under the laws of England, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- 3.2 That the execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorized by all necessary actions on the part of the Company.
- 3.3 This agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- 3.4 To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, law, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- 3.5 That no consents or approvals are required in connection with the performance of this Agreement, other than: (i) the Company’s corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

3.6 That to its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others. "REME token" is not a proprietary trade name of the Company.

4. Purchaser Representations

The Purchaser represents and warrants to the Company, as of the date hereof up to and including the date of the delivery of the Purchased Tokens on the date of Network Launch, as follows:

4.1 The Purchaser is either an individual or entity duly incorporated, validly existing and in good standing under the laws of the Purchaser's place of incorporation, and has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4.2 The Purchaser has been advised that it is intended that this Agreement will not constitute a security and that the offers and sales of the Tokens have not been registered under any country's securities laws. The Purchaser is purchasing the Tokens for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial, business and technology matters (including but not limited to blockchain technology and other considerations relating thereto) that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

4.3 That the Purchaser is not:

(A) where the Purchaser is an individual, a person who is a citizen, domiciled in, resident of, or physically present / located in an any jurisdiction(s) stipulated in Annex 3 (each an "**Excluded Jurisdiction**");

(B) where the Purchaser is a body corporate, a body corporate: (i) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (ii) which is under the control of one or more individuals who is/are citizen(s) of, domiciled in, residents of, or physically present / located in, an Excluded Jurisdiction; and/or

(C) an individual or body corporate which is otherwise prohibited or ineligible in any way, whether in full or in part, under any laws applicable to such individual or body corporate from participating in any part of the transactions contemplated in this Agreement.

(Collectively, "**Excluded Persons**").

4.4 The Purchaser complies with all anti-money laundering and anti-terrorism financing requirements in all applicable jurisdictions, and the documents and information furnished by the Purchaser to the Company pursuant to this Agreement are true, accurate, complete, and non-misleading in all respects, and there is no matter, event, circumstance or any other information which has arisen which would make any documents and information provided

misleading or incomplete, or any fact or information the omission of which would make any documents and information provided misleading or incomplete.

5. Procedures for Purchase of the Purchased Tokens and Valuation of Purchase Amount.

- 5.1 The Company will accept payment for the Right purchased under this SAFT in Pounds Sterling. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of the Right pursuant to the SAFT through the procedures set forth on Annex 1 hereof.
- 5.2 For purposes of this Agreement, the value of the Purchase Amount shall be deemed in Pounds Sterling and shall be that sum that the company notifies the Purchaser, in writing, that it has accepted for them to purchase the Right (to the Purchased Tokens) under this SAFT.
- 5.3 The funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase this SAFT and REME Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use the REME Tokens to finance, engage in, or otherwise support any unlawful activities.
- 5.4 All payments by Purchaser under this SAFT will be made only in Purchaser's name, from a digital wallet or bank account not subject to financial sanctions under HM Treasury Office of Financial Sanctions Implementation, as such regulations may be amended from time to time.

6. No guarantee / white paper

- 6.1. The Purchaser acknowledges and agrees that there is no guarantee given by the Company, the Project Group or any other entity that the Tokens (including the Purchased Tokens) will be sold for any specific price (or at all), and further acknowledge that the Project and the creation and distribution of the Tokens (including the Purchased Tokens) involve significant risk, including but not limited to the risk that: (i) providing the Purchase Amount to the Company can incur a complete loss of the Purchase Amount as the Purchased Tokens may have no value whatsoever; (ii) the technology associated with the Project may not function as intended; (iii) the Project may fail to attract interest or adoption, either from key stakeholders or the broader community; (iv) the Network Launch may not occur; and (v) the Company, the Project Group, the Tokens, and/or the Project may be subject to investigation and enforcement actions from governmental authorities, and these governmental authorities may make changes to existing laws, regulations, and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications.
- 6.2. The Purchaser agrees that, by entering into this SAFT, it represents that it is sophisticated in the evaluation of risk within the crypto asset markets and that is aware of the merits and risks around token launches and the prospects of success in developing or launching the ReMe Token Ecosystem, the Project or any venture substantially similar to that.
- 6.3. The Purchaser acknowledges that, as at the date of this Agreement, it has been provided with a draft white paper and tokenomics document which details the broad arrangements relating to the Project, ReMeLife Token Ecosystem and the Tokens, including the sale of the Tokens. The Purchaser acknowledges and agrees that all documentation relating to the Project, ReMeLife Token Ecosystem and the Tokens is currently in draft form, and subject to change.
- 6.4. Where the Purchaser holds shares of the Company, the Purchaser acknowledges that it has been provided with the Private Sale Stage 2 Shareholder Token Exchange Terms and Conditions.

7. **Miscellaneous**

- 7.1. In the event of non-provision of tokens as per this SAFT agreement, within three months of the stated Network and token launch date, then Purchasers who are also holders of shares of the Company at the time that this Agreement has been duly executed and delivered may exchange their Tokens for A Class shares in the Company, on the basis of a Company valuation of £10 million and the share price that this represents at the time of the execution of this agreement.
- 7.2. To the fullest extent permitted by applicable law, in no event will the Company be liable to the Purchaser or any third party for any special, indirect, incidental, exemplary, punitive or consequential losses, liabilities, costs or expenses of any kind arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence) or otherwise, even if the Company had been advised of the possibility of the same arising, and the Purchaser preemptively waives, to the extent permissible under law, any possible claim, of any nature, against the Company, the Project Group and their respective affiliates, arising out of or in connection with this Agreement and/or to the nature of the Purchased Tokens. The parties agree that, other than for those types of losses, liabilities, costs and expenses which cannot be limited or excluded by operation of applicable law, the total aggregate liability of the Company to the Purchaser (or any of its group companies) for any and all losses, liabilities, costs or expenses arising out of or in connection with this Agreement shall not exceed the value of the Purchase Amount.
- 7.3. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar instruments entered into by the Company from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the purchase amounts paid to the Company with respect to all SAFTs outstanding at the time of such amendment, waiver or modification.
- 7.4. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- 7.5. The Purchaser is not entitled, as a holder of Tokens, to vote or receive dividends or be deemed the holder of shares in the capital of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- 7.6. Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile, or otherwise to the Project Group.

- 7.7. In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- 7.8. All rights and obligations hereunder will be governed by the laws of England without regard to the conflicts of law provisions of such jurisdiction, and the parties hereby submit to the exclusive jurisdiction of the courts of England in respect of any dispute arising out of, or relating to, this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered.

Health-Connected Limited

By:
Simon Hooper
CEO
Health-Connected Ltd
32 Admiralty Way, Teddington Middlesex TW11 0NL

PURCHASER:

By:

[NAME, ADDRESS, E-MAIL]

ANNEX 1

Payment Process

1. Transfer of Purchase Amount in Pounds Sterling is made to the Company via Company Bank Account. Access to this payment process is made via the ReMeLife.io website online payment page for Qualified Investors and existing shareholders: <https://remelife.io/staging/investor-entry/>.
2. Upon receipt of funds and the submission of the accompanying confirmation of deposit form, found on the payment page, then at the time defined in this agreement, REME Tokens will be deposited in the Buyers ReMeLife Wallet, subject to the lock-up timing of the vesting herein defined.

ANNEX 2

Token Calculation

1. Token Calculation

The number of Tokens (t) automatically issued in respect of a Network Launch under section 1.1 to the Purchaser shall be calculated in accordance with the following formula:

$$t = n \div p$$

Where: n = Purchase Amount (in GBP);

and

p = Private Sale Stage 2 Sale Price (in GBP).

ANNEX 3

Excluded Jurisdiction

Jurisdictions with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Government of the United Kingdom of Great Britain and Northern Ireland in “The Money Laundering and Terrorist Financing (Amendment) (High-Risk Countries) Regulations 2021” at < <https://www.legislation.gov.uk/uksi/2021/392/regulation/2/made> > (Last accessed on 19 July 2021)

- 1 Albania
- 2 Barbados
- 3 Botswana
- 4 Burkina Faso
- 5 Cambodia
- 6 Cayman Islands
- 7 Democratic People’s Republic of Korea
- 8 Ghana
- 9 Iran
- 10 Jamaica
- 11 Mauritius
- 12 Morocco
- 13 Myanmar
- 14 Nicaragua
- 15 Pakistan
- 16 Panama
- 17 Senegal
- 18 Syria
- 19 Uganda
- 20 Yemen
- 21 Zimbabwe