



MEDOCTOR TELEHEALTH LTD. (UK)

TERM SHEET

The summary below describes the principal terms of the offering (the “*Offering*”) of MEDoctor Security Tokens (the “*Tokens*”) pursuant to a Token Purchase Agreement (“*TPA*”) by MEDoctor TeleHealth Ltd. (UK) (the “*Company*”). Certain of the terms and conditions described below are subject to important limitations and exceptions.

<i>Issuer:</i>	MEDoctor TeleHealth Ltd.
<i>Security:</i>	MEDoctor Security Tokens The Tokens will be issued electronically on the ERC20 smart contract standard consisting of software code, existing on the Ethereum Blockchain, deployed at an address to be notified to Token holders and prospective Token holders in writing (the “ <i>Smart Contract</i> ”).
<i>Purchaser Eligibility:</i>	Each purchaser: (a) if in the United States, or a U.S. Person (as defined in Regulation S under U.S. Securities Act of 1933, as amended (the “ <i>Securities Act</i> ”), must be a verified “accredited investor” (as defined in Regulation D under the Securities Act) or (b) if outside of the United States, must be a non-U.S. Person who is not purchasing for the account or benefit of a U.S. Person (as defined under Regulation S under the Securities Act) and who is eligible to purchase and hold Tokens under the applicable laws of the purchaser’s jurisdiction. In the United States, the Offering is being conducted pursuant to Rule 506(c) of Regulation D under the Securities Act.
<i>Price Per Token:</i>	US \$3.00, or agreed upon crypto-currency equivalent subject to certain discounts set forth below.
<i>Discounts:</i>	The price per Token will be subject to the following discounts: <ul style="list-style-type: none">• The purchase price per Token will be US \$2.10 for the first US \$1,000,000 of investments received by the Company;• The purchase price per Token will be US \$2.55 for the next US \$1,000,000 of investments received by the Company; and• The purchase price per Token will be US \$3.00 for the next US \$3,000,000

	<p>of investments received by the Company.</p> <p>In addition to the discounts listed above:</p> <ul style="list-style-type: none"> • The applicable price per Token will be reduced by US \$0.30 for any single investment that equals or exceeds US \$1,000,000.00; and • The applicable price per Token will be reduced by US \$0.15 for any single investment that is between US \$500,000.00 and US \$999,999.99. <p>The Company reserves the right to reduce these amounts in its sole discretion.</p>
<i>Minimum Purchase Amount:</i>	The minimum purchase amount is \$50,000. The Company reserves the right to reduce the amount in its sole and absolute discretion.
<i>Form of Payment:</i>	<p>USD, GBP, EURO, BTC, and ETH.</p> <p>The value of the purchase price shall be deemed USD, even if the purchaser pays in BTC or ETH, valued at the Applicable Exchange Rate for BTC or ETH. The term “Applicable Exchange Rate” means the exchange rate as of 6:00 am Pacific Time of BTC or ETH, as applicable, sourced from bitcoinaverage.com, or such other reputable reporting service as determined by the Company in its sole discretion, on the day of the effectiveness of the applicable TPA.</p>
<i>Use of Proceeds:</i>	The Company expects that a substantial amount of the proceeds of the Offering will be used to progress the development of the Company’s on-line business infrastructure, with the remaining amount used for general corporate purposes.
<i>Distributions to Token Holders:</i>	3% of all revenue of the Company shall be distributed to Token holders, evenly among the 2,000,000 being issued, on a quarterly basis within 45 days of the end of each quarter based on the revenue produced in the immediately preceding calendar quarter.
<i>Voting Rights:</i>	The Tokens shall have no voting rights.
<i>Change of Control of MEDoctor TeleHealth Ltd.:</i>	<p>Upon a Change of Control of MEDoctor Telehealth Ltd. (as defined below), the holders of Tokens will be entitled to twenty percent (20%) of the aggregate purchase price in such transaction, less any transaction fees, outstanding debt, and any amounts retained in escrow. Upon such Sale of MEDoctor Telehealth Ltd., the Tokens shall automatically terminate upon this distribution.</p> <p>“Change of Control of MEDoctor Telehealth Ltd.” means: (i) the acquisition of MEDoctor Telehealth Ltd. by another person or entity by means of any transaction or series of related transactions to which MEDoctor Telehealth Ltd. is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation), of at least fifty percent (50%) of the total voting power represented by the outstanding voting securities of MEDoctor Telehealth Ltd. or such other surviving or resulting entity (or if MEDoctor Telehealth Ltd. or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); or (ii) the sale, lease, transfer, exclusive and irrevocable license, or other disposition (but excluding a transfer or disposition by</p>

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Term Sheet Subject to Change

	<p>pledge or mortgage to a bona fide lender) of all or substantially all of MEDoctor Telehealth Ltd's assets or intellectual property and its subsidiaries, taken as a whole, by means of any transaction or series of related transactions, or (iii) the sale, or public listing of shares of MEDoctor Telehealth Ltd's capital stock or other securities in a single transaction or series of related transactions effected primarily for equity financing and listing on a public stock exchange.</p>
<i>Liquidation Rights:</i>	<p>Subject to applicable law, the holders of Tokens will have liquidation rights in the event of the bankruptcy or liquidation of the Company or MEDoctor Telehealth Ltd., equal to 20% of the equity of Sale of MEDoctor Telehealth Ltd.</p>
<i>Listing:</i>	<p>The Company intends to list the Tokens on one or more authorized cryptocurrency exchanges, securities exchanges, or alternative trading systems.</p>
<i>Token Distribution:</i>	<p>A total of 2,000,000 Tokens will be created related to this issuance. The company may elect to issue additional Tokens in the future, but neither the equity conversion percentage described herein, nor the % of the dividend shall be affected by any future offering of Tokens or any other financial instrument.</p>
<i>Incentive Tokens:</i>	<p>131,653 Tokens will be retained to compensate service providers or employees at the Company's sole discretion (the "Incentive Tokens"). The Company plans to impose appropriate vesting schedules for Incentive Tokens issued in this manner. The Company will comply with applicable securities laws regarding the Incentive Tokens issued to service providers.</p>
<i>Transfer Restrictions:</i>	<p>The Tokens are "restricted securities" that are subject to significant limitations on transfer. All transfers of Tokens shall comply with all applicable laws, rules, and regulations of the transferor's jurisdiction and the proposed transferee's jurisdiction. The transferor and the proposed transferee shall bear the costs of complying with such laws, rules, and regulations.</p> <p>No Tokens may be offered, sold, resold, or otherwise transferred (i) by U.S. Persons until after the first (1st) anniversary of the issuance of the Tokens to such U.S. Persons and then only to Non-U.S. Persons; (ii) by Non-U.S. Persons, except to other Non-U.S. Persons in offshore transactions in compliance with Rule 903 or Rule 904 promulgated under the Securities Act; or (iii) to the Company or any affiliate thereof, except in compliance with applicable law, rule or regulation (including without limitation rules imposed by cryptocurrency exchanges, securities exchanges, or alternative trading systems on which the Tokens may be listed from time to time) (collectively, the "Transfer Restriction"). As a condition precedent to any transfer of any Tokens, the initial purchaser (and any subsequent holder) shall require that any subsequent purchaser, holder, or transferee of such Tokens covenant not to offer, sell, resell, or otherwise transfer such Tokens to any U.S. Person and to fully comply with the Transfer Restriction (the "Transfer Prerequisite"). Any action that is in violation of the Transfer Restriction or the Transfer Prerequisite shall be void <i>ab initio</i>. The Transfer Restriction or Transfer Prerequisite may only be waived by the prior written consent of the Company or its authorized delegate.</p>

<p><i>Legal Compliance Checks</i></p>	<p>Before the rights to the Tokens can be issued to a purchaser or transferred in a secondary market transaction to a proposed transferee, that purchaser or proposed transferee may be required to complete legal, regulatory and compliance requirements and checks, provide certain representations and warranties relating to the purchaser’s or proposed transferee’s purchase of the Tokens, and provide applicable certifications and documentation to the satisfaction of the Company in its sole discretion, including, but not limited to: (i) “know your customer”/anti-money laundering and sanctions compliance checks; (ii) providing any information requested by the Company in its sole and absolute discretion in order for the Company to comply with applicable governmental and regulatory reporting obligations, including without limitation under the U.S. Foreign Account Tax Compliance Act (“<i>FATCA</i>”) and the Organization for Economic Co-operation and Development Common Reporting Standard (“<i>CRS</i>”), under the laws and regulations of [England] (or any other applicable jurisdiction) implementing any inter-governmental agreement entered into by [England] (or any other applicable jurisdiction) relating to any agreement entered into by the Company with respect to such reporting regimes; and (iii) where applicable, confirmations regarding the ownership of the applicable digital wallet, either by sending a message with a unique identifier to the Company or by complying with any other processes requested by the Company (collectively, the “<i>Checks</i>”). Token holders will have an ongoing obligation to promptly comply with any such Checks as and when requested by the Company.</p>
<p><i>Tax Consequences:</i></p>	<p>Prospective purchasers are advised to consult their tax advisors as to the consequences of an investment in the Tokens. The tax consequences of an investment in the Tokens are uncertain and a purchaser must seek its own tax advice.</p>