



Health Information Traceability Foundation

A Blockchain-based Marketplace for Personal Health Data

Token Offering Terms

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Important Notice

This document contains the terms and conditions (the "Terms") which govern the Token Offering ("TO") of the Health Information Traceability (HIT) Foundation ("HIT Foundation"). In the TO, the HIT Foundation issues a NEM Mosaic (the "HITC Tokens") to Contributors making contributions in the course of the TO (the "Contributors"), which grant certain rights as set out herein and in the HIT Foundation's Whitepaper (the "Whitepaper"). Contributors must read, understand and consent to both the Terms and the Whitepaper and sign a pertaining Token Purchase and Delivery Agreement, all available at <https://hit.foundation/>, before they participate in the TO.

The HIT Foundation is a foundation established under the laws of Switzerland and registered in the commercial register of the state of Zug; its legal domicile is in Zug. It contemplates a corporate reorganization that may include the creation of one of several other independent or affiliated legal entities. The projects which the HIT Foundation pursues are described in detail, though not comprehensively, in the Whitepaper.

1 No Solicitation

Contributors interested in supporting the HIT Foundation and its projects may do so by acquiring HITC Tokens and following the procedure set out herein as well as in the Whitepaper, having agreed in advance to the Terms and the Whitepaper.

Neither these Terms nor the Whitepaper do constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the Swiss Financial Market Supervisory Authority (FINMA), the U.S. Securities and Exchange Commission (SEC) nor any other federal, state, or foreign regulatory authority has endorsed a contribution to the HIT Foundation or the acquisition of the HITC Tokens. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of these Terms, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is illegal. Accordingly, Contributors will not be afforded the protection of respective laws.

Furthermore, Contributors confirm that they have not been solicited to make a contribution to the HIT Foundation or to acquire HITC Tokens, but that any of their contributions were made upon their own request.

2 Experience and Suitability

Contributors shall only participate in the TO if and when (i) they have carefully considered and thoroughly reviewed the information contained in these Terms as well as in the Whitepaper, (ii) they fully understand the risks, costs, and benefits associated with receiving HITC Tokens, (iii) they agree to be bound by these Terms, and (ii) the Whitepaper and the Terms are acceptable for them.

Significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain-based software systems are essential for Contributors to participate in the TO. The Contributors bear the sole responsibility to determine if the acquisition of HITC Tokens or the potential appreciation or depreciation in their value over time has tax implications for the Contributors in their home jurisdictions.

Contributors shall not construe these Terms as investment, legal, tax, regulatory, financial, accounting, or other advice, and they are not intended to provide the sole basis for any evaluation of a contribution. Prior to acquiring HITC Tokens, Contributors should consult with their own legal, investment, tax, accounting, and other advisors to determine (i) the potential benefits, burdens,

and other consequences of such investment, including without limitation a Contributor's financial situation and goals, and (ii) suitability and appropriateness of the acquisition, holding and disposition of HITC Tokens. Contributors are entirely responsible for the financial risk of their contribution during the entire term.

3 Rights related to HITC Tokens

By participating in the TO and obtaining the HITC Token in the course of the latter, Contributors acquire no rights whatsoever, neither expressed nor implied, related to the HIT Foundation or its projects. In particular, Contributors will have no influence over the governance of the HIT Foundation, and no control over its distribution, allocation and use of the Contributors' contributions, which may include covering costs incurred before the TO, strategic reserves, and awards for beneficiaries (including without limitation parties affiliated with the HIT Foundation, any related legal entities or the projects) who in the HIT Foundation's view significantly contributed to the projects. It is thus in the HIT Foundation's sole discretion how and to whom Contributors' contribution will be given in the context of its projects; it will do so as it deems fit.

Contributors' contributions in the course of the TO are final and non-refundable. The Contributors acknowledge that the HIT Foundation is not required to provide a refund for any reason, and the Contributors will not receive money or other compensation for any HITC Tokens that are not used or remain unused.

A participation in the TO involves a high degree of risk, volatility, and illiquidity. Contributors need to be aware that by participating in the TO, their entire contribution to the HIT Foundation may be lost for whatever reason, in particular due to the fact that the HIT Foundation and its project are under constant development, and no warranties can be given that it will be successfully completed. The HIT Foundation will – on a best efforts basis – take economically reasonable measures to issue the HITC Tokens and to implement the project, but it may be possible that the project launch will not occur, or that the HITC Tokens may not meet Contributors' expectations at the time of purchase. As a consequence, the HITC Token may have no value after all and will not guarantee any return. Contrary to traditional start-up financings, Contributors do not have any comparable rights at all; they are neither shareholders (equity financing) nor creditors (debt financing), and they do not have any corresponding rights whatsoever beyond what is described in the Whitepaper.

Furthermore, the HIT Foundation may at any given time cancel the TO for whatever reason and in its sole discretion. In addition, no guarantees can be given that the TO will be carried out or completed in accordance with the time-frame as set out in the Whitepaper.

4 Authorization

Contributors represent and warrant that they are authorized to acquire and obtain HITC Tokens in their relevant jurisdiction, and are of a legal age to be bound by these Terms.

They shall make their own investigations and evaluations of the contributions that will be delivered pursuant thereto, including the merits and risks involved. Contributors should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding, and disposition of the HITC Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

With regard to the aforementioned, including without limitation in case of regulatory actions against Contributors who acquired HITC Tokens despite any applicable limitations in their jurisdictions, Contributors further represent and warrant that they will not hold the HIT Foundation,

its affiliates, officers, directors, agents, joint ventures, employees, advisors and suppliers, now or in the future, liable for any losses, costs or any direct, special, incidental, or consequential damages arising out of, or in any way related to, the TO or the HIT Foundation (please see also the relevant information included in the Whitepaper's legal disclaimer in chapter 9).

5 Forward-Looking Statements

Certain statements contained in the Terms or the Whitepaper constitute forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the HIT Foundation, involve known and unknown risks, uncertainties, and other important factors that could cause the actual results, performance, or achievements of the HIT Foundation in its development of the project to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. No representation or warranty is made as to future performance or such forward-looking statements. All forward-looking statements in the Terms or the Whitepaper speak only as of the date hereof. The HIT Foundation expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

6 Provision of Additional Information

The HIT Foundation will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. This also applies to information requests with regard to Contributors from regulatory authorities.

Immediately upon first request, Contributors shall provide to the HIT Foundation information which it deems, in its sole discretion, to be required to maintain compliance with any federal, state, local, domestic or foreign laws, regulations or policies. The Contributors acknowledge that the HIT Foundation may refuse to distribute HITC Tokens until such requested information will be provided.

7 Limitation of Liability

Contributors release the HIT Foundation and its respective predecessors, successors and assigns – to the fullest extent permitted by law – from all claims, demands, actions, damages, losses, costs and expenses of every kind and nature, known and unknown (including, but not limited to, claims of negligence, actions for breach of warranty, breach of contract, tort), arising out of or otherwise in connection with: (a) their contributions to the HIT Foundation; (b) their participation in the HIT Foundation's TO; (c) their rights, responsibilities or obligations under these Terms and the Whitepaper; (d) their violation of these Terms; or (e) their violation of any rights of any other person or entity, including in relation to or arising out of disputes between the HIT Foundation and them or between them and other Contributors in the TO, and the acts or omissions of third parties, or (f) their envisaged future use of the HITC Token.

8 Indemnification

Contributors shall indemnify the HIT Foundation and its respective predecessors, successors and assigns – to the fullest extent permitted by law – from and against all claims, demands, actions,

damages, losses, costs and expenses (including attorneys' fees) that arise out of or are otherwise connected with: (a) their contribution to the Foundation; (b) their participation in the TO; (c) their rights, responsibilities or obligations under these Terms and the Whitepaper; (d) their violation of these Terms; or (e) their violation of any rights of any other person or entity. The HIT Foundation reserves the right to exercise sole control over the defense, at the Contributors' expense, of any claim subject to indemnification under this section. This indemnity is in addition to, and not in lieu of, any other indemnity implied into or set forth in any written agreement between Contributors and the HIT Foundation or provided by any applicable laws.

9 Disclaimer of Warranties

Contributors expressly agree that they obtain HITC Tokens at their own risk and that the HITC Tokens are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties, merchantability or fitness for a particular purpose. Without limiting the foregoing, no warranty is given that the TO will be uninterrupted, error-free or fully completed.

10 Severability

If any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

11 Updates to the Terms

The HIT Foundation reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the TO by posting the amended Terms on its website <https://hit.foundation/>. Any Contributor will be deemed to have accepted such changes by purchasing HITC Tokens. The Terms may not be otherwise amended except in a signed writing executed by both the Contributor and the HIT Foundation. For purposes of this agreement, "writing" does not include an e-mail message, and a signature does not include an electronic signature. If at any point Contributors do not agree to any portion of the then-current version of the Terms, they should not purchase HITC Tokens.

12 Governing Law and Dispute Resolution

These Terms shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland, without giving effect to its conflict of laws principles.

Any claim or dispute arising out of these Terms shall be submitted to the exclusive jurisdiction of the competent courts in Zug, Switzerland, and Contributors hereby submit irrevocably to the jurisdiction of such courts with the exclusion of any other jurisdiction and formally waive any and all claims with respect thereto including any claim of forum non conveniens.