

## US BUYER ADDENDUM TO THE TOKEN SALE AGREEMENT UNDER THE RULE 501 OF REGULATION D UNDER THE SECURITIES ACT

**PLEASE NOTE:** we introduced some minor changes to this document in order to make it user-friendly and structural. No other essential changes to the Sale Agreement have not been made.

BY UTILIZING THE WEBSITE LOCATED AT [HTTPS://SOLVE.CARE](https://solve.care) ("SOLVE.CARE WEBSITE") AND PRODUCTS OFFERED BY SOLVE.CARE FOUNDATION OU (HEREINAFTER REFERRED TO AS "COMPANY/ISSUER"), YOU ACKNOWLEDGE THAT YOU HAVE READ THE TOKEN SALE AGREEMENT AND ALL EXHIBITS HERETO INCLUDING WHITEPAPER, PRIVACY POLICY, PRIVACY NOTICE AND DOCUMENTS PUBLISHED ON THE SOLVE.CARE WEBSITE AND THAT YOU AGREE TO BE BOUND BY THEM.

THE AFFILIATED PERSONS OR REPRESENTATIVES OF THE USA ENTITIES MUST NOT BUY TOKENS UNDER THE TOKEN SALE AGREEMENT, UNLESS THEY ARE ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). ELIGIBILITY OF THE ACCREDITED INVESTOR TO ENTER INTO THE TOKEN SALE AGREEMENT IS EVIDENCED WITH THE LETTER OF ACCREDITATION SIGNED BY THE DULY AUTHORIZED THIRD PARTY VERIFIER. THE ACCREDITED INVESTOR REPRESENTS AND WARRANTS THAT THE DATA PROVIDED FOR VERIFICATION OF THE ACCREDITATION STATUS AS CONTEMPLATED IN THE EXHIBIT D HERETO IS TRUE, ACCURATE AND AUTHENTIC AS OF THE DATE OF THE TOKEN SALE

**Kindly read the contents of the following Addendum carefully before purchasing tokens from the Company.**

I. The issuance and sale of the Tokens have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, the Tokens may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws. The Tokens are being offered and issued, only in the United States to Accredited Investors (as defined in section 501 of the Securities Act) in reliance on Regulation D under the Securities Act who are U.S. Persons and in compliance with all applicable laws.

II. Each purchaser of Tokens will be deemed to represent, warrant, and agree as follows and will be deemed to represent, warrant, and agree as follows:

1. You are an accredited investor (as defined in Rule 501 of Regulation D under the Securities Act)
2. You understand that the Tokens are not registered under the Securities Act or any other securities laws, including U.S. state securities or blue-sky laws and non-U.S. Securities laws, and the Issuer/Company does not intend to register the Tokens under such laws.
3. If such purchaser is a U.S. Person or is an acquirer in a transaction occurring inside the United States, you acknowledge that until one year following the issuance of the Token you will not be permitted to offer, sell or transfer the Tokens and that after such date you will not be permitted to sell or otherwise transfer the Tokens to any other U.S. Person unless they sell all of their Tokens to a single U.S. Person.
4. You are not a person in any jurisdiction in which the offer and sale of Tokens is not permitted.
5. You understand that the Tokens will, unless otherwise agreed by the Issuer /Company and the holder thereof, be deemed to bear a legend substantially to the following effect: THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE.

III. BY ITS ACQUISITION OF THE TOKEN YOU THE PURCHASER HEREBY AGREES TO THE FOLLOWING:

1. THAT YOU WILL NOT RESELL THE TOKENS TO ANY US PERSON OR OTHERWISE BEFORE THE EXPIRATION OF THE PERIOD OF ONE (1) YEAR (HEREINAFTER REFERRED TO AS "LOCK IN PERIOD". PURSUANT TO THE EXPIRATION OF THE LOCK-IN PERIOD, YOU WILL COMPLY WITH THE VARIOUS SEC REGULATIONS THAT ARE APPLICABLE.
  2. THAT YOU WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS ADDENDUM AND AGREEMENT.
- IV. THIS OFFERING IS ONLY MADE TO AND DIRECTED AT, AND MAY ONLY BE ACTED UPON BY, PERSONS WHO ARE PERMITTED TO PARTICIPATE IN THIS OFFERING UNDER APPLICABLE LAW. THIS DOCUMENT OR ANY OTHER MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE TOKENS, MAY NOT BE CIRCULATED OR DISTRIBUTED, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN ANY JURISDICTION WHERE SUCH CIRCULATION OR DISTRIBUTION IS NOT PERMITTED UNDER APPLICABLE LAW.
- V. You must comply with all laws and regulations that apply to you in any place in which you purchase, offer or sell any Tokens. You must also obtain any consents, permission or approvals that you need in order to purchase, offer or sell any Tokens under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales.
- VI. The Issuer/Company is not responsible for your compliance with these legal requirements. The Issuer/Company is not making any representation to you regarding the legality of your purchase of the Tokens under any legal investment or similar law or regulation in any jurisdiction.
- VII. The Issuer/Company is offering the Tokens in the United States in reliance on exemptions from the registration requirements of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering. The Issuer/Company is also relying on exemptions from the application of the securities laws of other jurisdictions.
- VIII. **You agree to the following terms of purchase:**
1. Only Accredited Investors are permitted to enter into the Token Sale Agreement. Verification of the accredited investor status for the U.S. persons (as defined under the Securities Act), is conducted by the Verify Investor, LLC (verifyinvestor.com). You agree to the use of your personal data by the Verify Investor LLC for the purposes of verification of the status of accredited investor.
  2. The data you provide for verification of the accredited investor status by the duly authorized third party verifier is true, accurate and authentic as of the date of Token Sale and you are eligible to enter into the Token Sale Agreement.
  3. By entering into this agreement, you acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens in connection with the Services and Platform.
  4. Accepted types of payments for purchase of the Tokens are crypto world currencies – Bitcoin, Ether, and USDT. Company may also accept payments in real world currencies: United States Dollars (US\$) and Euro (EUR), and availability of this option will depend on jurisdiction of the token buyer. In order to utilize the option of payment in real world currencies, i.e. United States Dollars (US\$) and Euro (EUR), the purchaser hereby explicitly agrees to use services of designated intermediary or financial partner, as directed by Solve.Care Foundation. Payment details for the transaction shall be provided by the Company, determined based on specifics of the Purchaser and purchase
  5. You are aware of the information that the Company has not yet published a Private Placement Memorandum and has not registered the Token Sale with the Security Exchange Commission of the US yet.
    - a) The Company has no Operating History and is subject to all of the risks inherent in the establishment of a new business enterprise. The Company has no assets and have had no business operations or revenues to date.
    - b) The Company's success is entirely dependent on its ability to develop and effectuate its business plan. The Company does not have any operating history upon which to base any assumption as to the likelihood that the Company will be able to develop and effectuate its business plan or operate its business successfully.
    - c) There can be no assurance that the Company's operations will be successful. Accordingly, the Company is a highly speculative venture involving significant financial risk and thus you assume this risk while purchasing the tokens from the Company.
  6. You are aware of the information that the Company was established and incorporated in 2017 and has not yet issued any annual financial statement report. The first annual financial auditor report will be available not earlier than on January 1, 2019.

- 7. If you choose to pay in Fiat currency for the purchase, you explicitly agree and acknowledge the use of an intermediary/financial agency so selected and authorized by Solve.Care. Payment details of the intermediary/financial agency shall be provided by Solve.Care as applicable and the purchaser agrees to the use any such intermediary/financial agency.
- 8. You agree that the Company may designate an Agent in the territory of USA and the US purchasers will be asked to transact with that Agent and the Agent shall have the appropriate authority to transact on behalf of Solve.Care Foundation.
- 9. You have read all the published documents including but not limited to Token Sale Agreement and Privacy policy, and other documents and materials available on the website <https://solve.care>
- 10. That having read all the documents which define the various terms, conditions and rules for the purchase of the tokens being offered by the Company, you understand the risks associated with the purchase of the token.
- 11. You acknowledge that the White Paper and Token Sale Agreement conjointly are equivalent to PPM (Private Placement Memorandum).
- 12. You acknowledge that the purchase is not irrevocable, and sale is not definitive; and the Company has the right to revoke the purchase at any time for any reason until April 30th, 2018. Similarly, you the Purchaser also have the right to withdraw from the purchase of the Tokens at any time and for any reason prior to April 30th, 2018. In case of revocation of the sale by either of the parties prior to April 30th, 2018, the funds and tokens exchanged shall be refunded to the respective parties.

**US BUYER: I hereby agree and accept all the terms in this and related documents**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

LAST UPDATED: 27<sup>th</sup> December 2018