

SUMMARY OF THE OFFERING

MintHealth Security Token Class Non-Voting Preferred Stock

The summary below describes the principal terms of the MintHealth Security Token Class Non-Voting Preferred Stock (“MHST”) and the Offering. Certain of the provisions described below are subject to important limitations and exceptions. Please review the Private Placement Memorandum dated April 4, 2018 carefully and, in its entirety, because the information contained in this summary is not complete. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Private Placement Memorandum.

Issuer:	MintHealth Inc. (the “Company”).								
Securities Offered:	Shares of MintHealth Security MHST Non-Voting Preferred Stock, \$0.001 par value per share (“MHST”).								
Offering Size:	Minimum of 12,000,000 and up to 36,000,000 MHST.								
Investors:	Persons and entities acceptable to the Company who qualify as (1) “U.S. persons” (as such term is defined in Regulation S under the Securities Act) who are “accredited investors” (as such term is defined in Regulation D under the Securities Act) or (2) persons other than “U.S. persons” in “offshore transactions” (as such term is defined in Regulation S under the Securities Act), and who satisfactorily complete “know-your-customer” and certain other verification forms.								
Price Per Share of MHST:	The purchase price for the MHST will vary based on the number of shares of MHST sold. <table><tr><td>Initial 6,000,000 shares sold</td><td>\$0.25 per share</td></tr><tr><td>6,000,000 to 16,000,000 shares sold</td><td>\$0.40 per share</td></tr><tr><td>16,000,000 to 26,000,000 shares sold</td><td>\$0.80 per share</td></tr><tr><td>26,000,000 to 36,000,000 shares sold</td><td>\$1.00 per share</td></tr></table>	Initial 6,000,000 shares sold	\$0.25 per share	6,000,000 to 16,000,000 shares sold	\$0.40 per share	16,000,000 to 26,000,000 shares sold	\$0.80 per share	26,000,000 to 36,000,000 shares sold	\$1.00 per share
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Form of Payment:	USD, BTC and ETH, as more fully described on Annex A of the PPM. BTC/ETH valued as of 12:01 am GMT on the date of execution of the subscription agreement as quoted on GDAX.								
Minimum Investment Amount Per Investor:	\$ 10,000 USD								

Subscription Documents and Process:

To purchase MHST, each investor will be required to complete such documentation as may be requested by the Company, which may include, without limitation: (1) the execution and delivery of a Subscription Agreement, in the form agreed to by such investor and the Company, with the purchase price for the MHST to be based on discussions with investors (each, a “Subscription Agreement”) and (2) the provisions of information and documentation sufficient to (a) confirm such potential investor’s status as a “U.S. person” who is an “accredited investor” or a person other than a “U.S. person,” in each case, for purposes of the Securities Act and (b) permit the Company or its agent to conduct a background check in accordance with “know-your-customer” requirements under laws and regulations relating to anti-money laundering laws and sanctions. Successful completion of such documentation and its approval by the Company is a prerequisite for participation in the Offering.

Fees and Expenses:

The Company and each purchaser of MHST will be responsible for their own costs and expenses incurred in connection with the Offering.

Amendments, Withdrawal Rights:

The Company reserves the right to amend the terms of the Offering or the MHST at any time prior to the Company’s acceptance of funded subscriptions for MHST. If the Company amends the terms of the Offering or the MHST in any material respect, it will provide each investor with at least 3 business days to withdraw its election to purchase MHST as contemplated by such investor’s Subscription Agreement. Upon any such withdrawal, such investor’s Subscription Agreement will terminate, and all funds received from such investor will be returned without interest as soon as practicable. Such refund will be paid in USD.

The Company also reserves the right to accept or reject any subscription for MHST in its sole discretion for any reason whatsoever and to

withdraw the Offering at any time prior to the Company's acceptance of funded subscriptions for MHST.

A subscription for MHST generally cannot be canceled or withdrawn. Once an investor executes a Subscription Agreement and delivers the requisite funds, such investor will be committed to purchase MHST representing such investor's funded subscription, unless the Company amends the Offering or the MHST in any material respect as set forth above or cancels or terminates the Offering, which it may do for any reason. Each investor should be certain that such investor would like to purchase MHST prior to executing a Subscription Agreement and delivering the requisite funds.

Voting Rights:

Except as required under Delaware law, the MHST shall have no voting rights.

Dividend Rights:

Subject to the conditions described in the PPM and to the extent permitted under Delaware law, on the first business day of each calendar quarter after the first paid sale of Vidamint Reward, each holder of MHST shall be entitled to receive a pro rata portion (the "Vidamint Reward Dividend"), based on the number of MHST issued and outstanding on that date, of an aggregate amount which equals 10% of quarterly net revenue from the sale of Vidamint Rewards during the prior quarter ("Vidamint Reward Net Revenue"), subject to certain adjustments. Vidamint Reward Net Revenue shall be calculated as gross revenue from the sale of Vidamint Rewards, less returns, exchanges, discounts, and applicable allowances as determined by the Company and any gas costs and/or transaction fees related to such distribution, as determined by the Company in its sole discretion.

Use of Proceeds:

We intend to use all or a portion of the net proceeds of the Offering to pay for general corporate purposes, which may include working capital, capital expenditures, other corporate expenses and acquisitions of complementary

products, or technologies to support the development of the Company.

Outstanding Capital Stock of the Company Immediately Prior to the Offering:

10,000,000 shares of Class A Common Stock and 28,000,000 MHST awarded pursuant to the Company's Equity Incentive Plan. In addition, the Company has reserved an additional 12,000,000 MHST for issuance pursuant to the Company's Equity Incentive Plan, which will be used to compensate key employees, consultants and advisors and will be subject to certain vesting conditions.

Outstanding Capital Stock of the Company after the Offering:

10,000,000 shares of Class A Common Stock and 76,000,000 MHST outstanding (assumes all 36,000,000 MHST are sold in this offering), which includes 40,000,000 MHST awarded pursuant to the Company's Equity Incentive Plan, a portion of which is subject to certain vesting conditions. In addition to the amount outstanding, the Company has an additional 14,000,000 MHST available for issuance.

All of the outstanding MHST are restricted securities under U.S. securities laws and therefore are generally subject to a 1 year holding period.

Transfer Restrictions:

No public market currently exists for the MHST, and there is no guarantee that a public market will develop after the Offering. None of the MHST have been registered under the Securities Act or any securities laws of any state or other jurisdiction and, unless so registered, the MHST may not be offered or sold, directly or indirectly, in or into the United States or to, or for the account or benefit of, any "U.S. person" (as such term is defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such other securities laws. Accordingly, the MHST are being initially offered and sold only to (1) "U.S. persons" who are "accredited

investors” (as such term is defined in Regulation D under the Securities Act) in compliance with Regulation D, in each case, in a private transaction in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation D and Section 4(a)(2) of the Securities Act, and (2) persons other than “U.S. persons” in “offshore transactions” (as such term is defined in Regulation S under the Securities Act), in each case, in a private transaction in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S.

The MHST offered and sold to persons other than “U.S. persons” in the Offering are subject to the conditions listed under Section 903(b)(3), or Category 3, of Regulation S. Under Category 3, “offering restrictions” (as such term is defined under Regulation S) must be in place in connection with the Offering and additional restrictions are imposed on resales of the MHST. The MHST are “restricted securities” as defined in Rule 144 promulgated under the Securities Act. Purchasers of the MHST may not offer, sell, pledge or otherwise transfer the MHST, directly or indirectly, in or into the United States or to, or for the account or benefit of, any “U.S. person,” except pursuant to a transaction meeting the requirements of Rules 901 to 905 (including the Preliminary Notes) of Regulation S, pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. All MHST are subject to these restrictions until at least the expiry of one year after the later of (1) the time when the MHST are first offered to persons other than distributors in reliance upon Regulation S, if applicable, and (2) the date of closing of the Offering, or such longer period as may be required under applicable law. These restrictions may remain in place or be reintroduced in relation to the MHST following the expiry of such period, at the sole discretion of the Company.

Any acquisition or transfer of the MHST made in violation of the eligibility and transfer restrictions contained in this Memorandum or in the applicable Subscription Agreement, or made based upon any false or inaccurate representation made by the investor or a transferee to the Company, will be void and of no force or effect.

Rights of Holders of MHST:

The rights of holders of MHST are set forth in the Company's Amended and Restated Certificate of Incorporation, as amended, and Bylaws as currently in effect (collectively, the "Governance Documents") and summarized in *Description of Capital Stock* in the PPM.

Potential investors in the Offering should read the Governance Documents in their entirety, in Annex B of the PPM. If any of the provisions of the Governance Documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, the terms of the Governance Documents (or, if the Governance Documents have then been amended, the terms of the Governance Documents, as amended) will control.

Financial Statements:

Copies of the unaudited consolidated balance sheet as of December 31, 2017, and the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the year ended December 31, 2017, of the Company and its subsidiaries and the unaudited consolidated balance sheet for the period ended February 28, 2018, and the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the period ended February 28, 2018, of the Company and its subsidiaries (collectively, the "Financial Statements") included in the section entitled *Financial Statements of the Company* in the PPM. Potential investors should read the Financial Statements carefully prior to determining whether to participate in the Offering.