

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), is entered into as of March 31, 2020 (“Effective Date”) between Health Blockchain Convergence, Inc., a Delaware corporation doing business as ConsenSys Health with an office at 1209 Orange Street, Corporation Trust Center, Wilmington, DE 19801 (“ConsenSys Health”) and Health-Connected Ltd., an England and Wales corporation with an office in London, England (“ReMeLife”). ConsenSys Health and ReMeLife are referred to as a “Party” or “Parties”.

Now therefore, the Parties state as follows:

1. SCOPE OF COLLABORATION

1.1 *The Purpose.* The Parties intend to discuss and explore joint collaborations between themselves and collaborative pursuit of opportunities in the areas of distributed computing, blockchain, token economics, digital privacy, decentralized identity and other advanced technology for healthcare and life science (the “Purpose”).

1.2 *Specific Activities.* The Parties understand and acknowledge that any specific activities and programs implemented pursuant to this MOU shall be subject to: (a) availability of funds; (b) the review and approval of each Party’s authorized representatives; and (c) the execution of further written agreements such as those necessary to undertake research collaborations, joint development programs and commercialization activities. Until the execution of such further written agreements, each Party is responsible for its own costs and expenses incurred under this MOU.

1.3 *MVP Funding.* ConsenSys Health agrees to consider the possible funding of the ReMeLife tokenised healthcare ecosystem MVP, up to a maximum sum of sixty thousand US Dollars (\$60,000).

1.4 *Project Funding.* ConsenSys Health agrees to consider the possible funding of ReMeLife through a direct equity-based investment of the ReMeLife tokenised healthcare ecosystem with the aim of supporting the build of the Hyperledger Besu blockchain based ReMC utility token and its global B2C/B2B launch and deployment.

2. TERM AND TERMINATION. The term of this MOU will be for one (1) year from the Effective Date, or until the execution of any further written agreements, whichever is sooner. Either Party may terminate this MOU at any time for any reason by providing the other Party written notice to the individuals set forth below in Section 3.2.

3. GENERAL MATTERS

3.1 *Use of Names.* Neither Party may use the name, brand, tradename, trademark, logo, or symbol of the other Party in any form of advertising, publicity, announcement, promotional materials or activities, in a website, press release, social media platform or any other communication without the prior written permission of the other Party. In addition, the Parties shall not use the name, title, likeness, or any statement of an employee, director, or advisor without the other Party’s prior written consent.

This Section 3.1 shall survive the termination of this MOU.

3.2 *Notices.* The Parties must give all notices under this MOU in writing via email. All communications must be sent to the email addresses set forth below or to such other email address

designated by the Parties by written notice. The date of the notice shall be one day after the date of transmission of the notice sent by email.

If to ConsenSys Health:
Email: notices@consensyshealth.com
cc: legal@consensyshealth.com

If to ReMeLife:
Email: simon@health-connected.com

3.3 Compliance with Laws. Each Party shall comply with the laws and regulations that are applicable to such Party in the jurisdiction in which it is located, including, without limitation, export control, non-discrimination, data privacy, immigration and sanctioned parties or transactions.

Each Party, on behalf of itself and all of its employees and representatives, including any third parties it engages to perform services under this MOU, understands and agrees that it is not authorized to make, offer, request, or receive any payments in violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any local applicable anti-corruption laws when pursuing the Purpose.

This Section 3.3 shall survive the termination of this MOU.

4. EQUAL OPPORTUNITY. The Parties subscribe to a policy of equal opportunity. Neither Party shall discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, or physical disability.

5. NON-EXCLUSIVE. The Parties hereby acknowledge that nothing in this MOU is intended nor should be construed as:

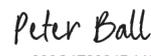
- a. obligating either party to fulfill the Purpose, or to enter into any other type of contract or commitment,
- b. creating an exclusive arrangement between the Parties,
- c. creating an agency or partnership relationship between the Parties, or
- d. preventing either Party from carrying out individually or in cooperation with a third party, the activities proposed in this MOU.

6. BINDING OBLIGATIONS. Other than as specifically stated in this MOU, this MOU is not intended to create any further legally binding obligations on either Party under United States or International Law but, rather, is intended to facilitate discussions regarding the Purpose and general areas of cooperation. The Parties acknowledge and agree that Sections 2-6 of this Agreement are binding terms.

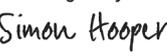
[Signatures on following page]

Each Party represents that the individuals signing this MOU have the authority to sign on its behalf.

ConsenSys Health

DocuSigned by:
By: 
Name: Peter Ball
Title: Chief Corporate Development Officer
Date: 3/31/2020

Health-Connected Ltd.

DocuSigned by:
By: 
Name: Simon Hooper
Title: CEO
Date: 3/31/2020