

**Confidential Private Placement Memorandum**

# **QUANTUM MEDICALTRANSPORT, INC.**

**(Public Traded Company OTCBB: DRWN.PK)**

## **White Paper/Financial Prospectus Initial Coin Offering (ICO) QuantH Blockchain Technology Token**



**Maximum Offering: \$50,000,000.00 (Fifty Million Dollars)**  
**Minimum Subscription: \$25,000.00 (Twenty Five Thousand Dollars)**

**FOR ACCREDITED INVESTORS ONLY**

**Quantum Medical Transport, Inc.** a Delaware public company ticker symbol (DRWN) (the “Company”), is offering up to Fifty Million Dollars (\$50,000,000) of Digital Coins (ERC20) Tokens (the “Digital Coins (ERC20) Tokens” or the “Securities”), to Accredited Investors, as that term is defined in Rule 506(c) promulgated under the Securities Act of 1933, as amended (the “Securities Act”). This Private Placement Memorandum (the “Memorandum”) relates to the offer and sale (the “Offering”) of up to Fifty Million Dollars (\$50,000,000) of Digital Coins (ERC20) Tokens pursuant to Rule 506 (c) of Regulation D of the Securities Act. The minimum subscription amount is Twenty Five Thousand Dollars (\$25,000.00). The offering price is \$1.00 per coin (Token). There is no aggregate minimum subscription requirement for the Offering to become effective. The Digital Coins (ERC20) Tokens will be offered on a continuous basis. The Company reserves the right, subject to applicable securities laws, to begin applying “dollar one” of the proceeds from the Offering towards its investment program and other uses as more specifically set forth in this Memorandum. There is no escrow applicable to the Offering. All dollar amounts referred to herein refer to United States dollars.

**THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE, AND AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS SHOULD BE ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR ENTIRE INVESTMENT IN THE SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM. THE COMPANY IS OFFERING THE SECURITIES SOLELY TO INVESTORS THAT SATISFY CERTAIN SUITABILITY STANDARDS, INCLUDING THE ABILITY TO AFFORD A COMPLETE LOSS OF THEIR INVESTMENT. (SEE “RISK FACTORS”)**

**THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY STATE REGULATORY AUTHORITY NOR HAS THE SEC OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE SECURITIES MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.**

**The date of this Private Placement Memorandum is current as of February 02, 2018**

### **INVESTOR NOTICES**

THIS MEMORANDUM IS BEING FURNISHED TO PROSPECTIVE INVESTORS ON A CONFIDENTIAL BASIS FOR USE SOLELY IN CONNECTION WITH THE CONSIDERATION OF AN INVESTMENT IN THE DIGITAL COINS (ERC20) TOKENS (HEREINAFTER THE “DIGITAL COINS (ERC20) TOKENS” OR THE “SECURITIES”) OFFERED BY **QUANTUM MEDICAL TRANSPORT, INC.**, A CORPORATION COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE (THE “COMPANY”). THIS OFFERING IS INTENDED TO BE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”).

THE SECURITIES DESCRIBED HEREIN ARE BEING OFFERED PURSUANT TO REGULATION D OF THE SECURITIES ACT, AND ARE THEREFORE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 506(C) OF THE SECURITIES ACT.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE STATUS OR AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

THE INFORMATION PRESENTED HEREIN WAS PREPARED OR OBTAINED BY THE COMPANY’S OFFICER AND IS BEING FURNISHED SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. THE COMPANY’S OFFICER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED ON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING THE COMPANY AND ITS BUSINESS STRATEGY. EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING,

INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, BUSINESS OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT SUCH INVESTOR’S OWN ATTORNEY, BUSINESS ADVISOR AND TAX ADVISORS AS TO THE LEGAL, BUSINESS, TAX AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED IN THIS MEMORANDUM AND ITS SUITABILITY FOR SUCH PROSPECTIVE INVESTOR. SEE “RISK FACTORS.”

CERTAIN PROVISIONS OF VARIOUS AGREEMENTS AND DOCUMENTS ARE SUMMARIZED IN THIS MEMORANDUM, BUT PROSPECTIVE INVESTORS SHOULD NOT ASSUME THAT SUCH SUMMARIES ARE COMPLETE. SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXT OF SUCH AGREEMENTS.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE

RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY'S OFFICER(S). THE COMPANY'S OFFICER DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, CONTAINED IN OR OMISSIONS FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT. EACH INVESTOR WILL BE ENTITLED TO RELY SOLELY UPON THOSE WRITTEN REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE TO IT IN ANY FINAL SUBSCRIPTION AGREEMENT RELATING TO THE SECURITIES REFERRED TO IN THIS MEMORANDUM.

NO SALE WILL BE MADE TO ANY PERSON WHO CANNOT DEMONSTRATE COMPLIANCE WITH THE SUITABILITY STANDARDS DESCRIBED IN THIS MEMORANDUM. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OF AN INVESTMENT IN THE DIGITAL COINS (ERC20) TOKENS, DETAILS OF WHICH ARE GIVEN IN THIS MEMORANDUM, YOU SHOULD CONSULT YOUR INVESTMENT ADVISER.

THE COMPANY'S OFFICER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER, TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR TO ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF DIGITAL COINS (ERC20) TOKENS THAT SUCH INVESTOR DESIRES TO PURCHASE. THE COMPANY'S OFFICER SHALL HAVE NO LIABILITY WHATSOEVER TO ANY OFFEREE AND/OR INVESTOR IN THE EVENT THAT ANY OF THE FOREGOING SHALL OCCUR.

EACH PROSPECTIVE INVESTOR MAY MAKE INQUIRIES OF THE COMPANY'S OFFICER WITH RESPECT TO THE COMPANY'S BUSINESS OR ANY OTHER MATTER RELATING TO THE COMPANY OR AN INVESTMENT IN THE SECURITIES OFFERED HEREUNDER, AND MAY OBTAIN ANY ADDITIONAL INFORMATION THAT SUCH PERSON DEEMS TO BE NECESSARY IN CONNECTION WITH MAKING AN INVESTMENT DECISION IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM (TO THE EXTENT THAT THE COMPANY'S OFFICER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH SUCH AN INQUIRY, ANY DOCUMENT THAT A PROSPECTIVE INVESTOR WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR FURNISHED, UPON REQUEST, SUBJECT TO THE PROSPECTIVE INVESTOR'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY'S OFFICER IF THE RECIPIENT DOES NOT PURCHASE THE SECURITIES OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTATION SHOULD BE MADE IN WRITING TO THE COMPANY'S OFFICER ADDRESSED AS FOLLOWS:

**Quantum Medical Transport, Inc.  
14090 Southwest Frwy Ste. 300  
Sugar land, TX. 77478**

**Email: [info@quantummedicaltransport.com](mailto:info@quantummedicaltransport.com)**

A PROSPECTIVE INVESTOR SHOULD NOT SUBSCRIBE FOR THE SECURITIES DESCRIBED HEREIN UNLESS SATISFIED THAT HE/SHE OR HE/SHE AND HIS/HER INVESTMENT REPRESENTATIVE HAS ASKED FOR AND RECEIVED ALL INFORMATION WHICH WOULD ENABLE HIM/HER OR BOTH OF THEM TO EVALUATE THE MERITS AND RISKS OF THE PROPOSED INVESTMENT.

#### **FOR ALABAMA RESIDENTS**

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES *HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION*. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, *NOR DOES IT PASS UPON* THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

#### **FOR ARKANSAS RESIDENTS**

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(B)(14) OF THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE; APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

#### **FOR CALIFORNIA RESIDENTS**

THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA. THEREFORE, THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OF ANY PART OF THE CONSIDERATION FOR THOSE SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SECURITIES AND THE SALE THEREOF ARE EXEMPT FROM THE QUALIFICATION REQUIREMENT BY

PROVISIONS OF THE CALIFORNIA CORPORATIONS CODE OR APPLICABLE STATE SECURITIES ACT. THE RIGHTS OF ALL PARTIES AS DESCRIBED IN THIS MEMORANDUM ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION THEREFROM.

#### **FOR CONNECTICUT RESIDENTS**

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 36b-16 OF THE CONNECTICUT UNIFORM SECURITIES ACT AND MAY NOT BE TRANSFERRED OR SOLD BY A PURCHASER THEREOF EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT FROM REGISTRATION UNDER THE CONNECTICUT UNIFORM SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION THEREUNDER.

#### **FOR FLORIDA RESIDENTS**

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH PROSPECTIVE INVESTOR WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "...WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN THIS STATE, ANY SALE MADE PURSUANT TO THIS SUBSECTION.

SHALL BE VOIDABLE BY THE PURCHASER. . . WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR ANY ESCROW AGENT. . ." EACH PERSON ENTITLED TO EXERCISE THE RIGHT TO WITHDRAW GRANTED BY SECTION 517.061(11)(a)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT MUST WITHIN THREE DAYS AFTER THE TENDER OF HIS PURCHASE PRICE TO THE COMPANY'S OFFICER(S), CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY'S OFFICER(S). SUCH LETTER OR TELEGRAM MUST BE SENT AND POSTMARKED ON OR PRIOR TO THE AFOREMENTIONED THIRD DAY. IF AN OFFEREE CHOOSES TO WITHDRAW BY LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. AN OFFEREE MAKING AN ORAL REQUEST FOR WITHDRAWAL MUST ASK FOR WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED.

#### **FOR NEW JERSEY RESIDENTS**

NEW JERSEY STATE LAW PROVIDES AN EXEMPTION FROM REGISTRATION FOR SECURITIES THAT ARE SOLD TO NO MORE THAN 35 PURCHASERS WITHIN THE STATE WHERE EACH PURCHASER HAS BEEN PROVIDED WITH AN OFFERING MEMORANDUM AND NO GENERAL SOLICITATION OR ADVERTISEMENT HAS BEEN EMPLOYED IN THE OFFERING. THE SECURITIES DESCRIBED HEREIN ARE BEING OFFERED TO RESIDENTS OF NEW JERSEY IN RELIANCE ON THE

FOREGOING EXEMPTION. ACCORDINGLY, NEITHER THE OFFICE OF THE ATTORNEY GENERAL NOR ANY OTHER GOVERNMENTAL AGENCY OF THE STATE OF NEW JERSEY HAS REVIEWED OR PASSED UPON THE MERITS OF THE OFFERING.

#### **FOR NEW YORK RESIDENTS**

THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE. ACCORDINGLY, NEITHER THE OFFERING MEMORANDUM NOR THE SECURITIES DESCRIBED HEREIN HAVE BEEN ENDORSED BY THE ATTORNEY GENERAL OR ANY OTHER AGENCY OF THE STATE OF NEW YORK. THE SECURITIES ARE BEING OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE NEW YORK STATE SECURITIES LAWS (NY GENERAL BUSINESS LAW CH. 20, ARTICLE 23-A ET. SEQ.) THAT EXEMPTS FROM REGISTRATION A PRIVATE OFFERING OF SECURITIES TO A LIMITED NUMBER OF ACCREDITED INVESTORS WITHIN THE STATE OF NEW YORK.

#### **FOR NEVADA RESIDENTS**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

PRESENCE OF A LEGEND OF ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN THAT AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE COMPANY'S OFFICER(S) FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE.

#### **FOR NORTH CAROLINA RESIDENTS**

IN MAKING AN INVESTMENT DECISION, INVESTOR MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE



ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **FOR OREGON RESIDENTS**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1993, AS AMENDED, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **FOR SOUTH CAROLINA RESIDENTS**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED

TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **FOR SOUTH DAKOTA RESIDENTS**

THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 4731, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING; NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

#### **FOR TENNESSEE RESIDENTS**

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **FOR TEXAS RESIDENTS**

THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF TEXAS. THEREFORE, THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OF ANY PART OF THE CONSIDERATION FOR THOSE SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SECURITIES AND THE SALE THEREOF ARE EXEMPT FROM THE QUALIFICATION REQUIREMENT BY PROVISIONS OF THE TEXAS CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES AS DESCRIBED IN THIS MEMORANDUM ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION THEREFROM.

#### **FOR WASHINGTON RESIDENTS**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE

ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY MISREPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **FOR WYOMING RESIDENTS**

PROSPECTIVE INVESTORS ARE ADVISED THAT ANYONE OWNING MORE THAN FIVE PERCENT (5%) OF THE SECURITIES OF THE COMPANY AS A RESULT OF THIS OFFERING MAY BE DEEMED TO HAVE ACQUIRED CHEAP COINS SUBJECT TO ESCROW IN THE EVENT OF A SUBSEQUENT REGISTERED OFFERING.

**PRESENCE OF A LEGEND OF ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN THAT AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE COMPANY FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE.**

#### **INVESTOR SUITABILITY STANDARDS**

THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE SEC IMPOSE LIMITATIONS ON THE PERSONS WHO MAY PARTICIPATE IN THIS OFFERING AND FROM WHOM SUBSCRIPTIONS MAY BE ACCEPTED. ACCORDINGLY, THIS OFFERING AND THE SALE OF THE SECURITIES ARE LIMITED TO PERSONS WHO ARE "ACCREDITED INVESTORS" AS THAT TERM IS DEFINED IN RULE 506(C) OF REGULATION D PROMULGATED UNDER THE ACT. A PERSON WHO IS AN ACCREDITED INVESTOR MAY SUBSCRIBE FOR SECURITIES BY (1) EXECUTING THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE ATTACHED TO THIS MEMORANDUM UNDER THE CAPTION "APPENDICES" AND (2) DELIVERING SUCH DOCUMENTS TO THE COMPANY'S OFFICER ALONG WITH THE SUBSCRIPTION PAYMENTS FOR THE SECURITIES PURCHASED.

AN ACCREDITED INVESTOR IS ANY PERSON OR ENTITY REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES OR, WHO THE COMPANY'S OFFICER REASONABLY BELIEVES, IN RELIANCE ON

REPRESENTATIONS MADE BY THE INVESTOR IN THE SUBSCRIPTION AGREEMENT AND PURCHASER QUESTIONNAIRE, IS REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES AT THE TIME OF THE SALE OF THE SECURITIES TO THAT PERSON:

- A. A BANK OR SAVINGS AND LOAN ASSOCIATION, AS DEFINED IN THE SECURITIES ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY.
- B. A BROKER OR DEALER REGISTERED PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934.
- C. AN INSURANCE COMPANY, AS DEFINED IN THE SECURITIES ACT.
- D. AN INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940.
- E. A BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940.
- F. A SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION.
- G. A PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISIONS, OR AN AGENCY OR INSTRUMENTALITY OF A STATE OR ITS POLITICAL SUBDIVISIONS FOR THE BENEFIT OF ITS EMPLOYEES, IF SUCH PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS (USD).
- H. AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF TITLE I OF THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), IF THE INVESTMENT DECISION WITH RESPECT TO THIS INVESTMENT IS MADE BY A PLAN FIDUCIARY AS DEFINED IN ERISA, WHICH IS EITHER A BANK, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS.
- I. A PRIVATE BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE INVESTMENT ADVISORS ACT OF 1940.
- J. A TAX EXEMPT ORGANIZATION DEFINED IN SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR A CORPORATION, MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP,

NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS.

- K. A DIRECTOR OR OFFICER OF THE COMPANY.
- L. A NATURAL PERSON WHO'S INDIVIDUAL NET WORTH (OR JOINT NET WORTH WITH THAT PERSON'S SPOUSE) EXCEEDS ONE MILLION (\$1,000,000.00) DOLLARS.
- M. A NATURAL PERSON WHO HAD AN INDIVIDUAL INCOME IN EXCESS OF \$200,000 IN EACH OF THE TWO MOST RECENT YEARS AND WHO REASONABLY EXPECTS AN INCOME IN EXCESS OF \$200,000 IN THE CURRENT YEAR.
- N. A TRUST, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES OFFERED, WHOSE PURCHASE IS DIRECTED BY A SOPHISTICATED PERSON AS DESCRIBED IN RULE 506(b)(2)(II) UNDER THE SECURITIES ACT.
- O. AN ENTITY ALL THE EQUITY OWNERS OF WHICH MAY RESPOND AFFIRMATIVELY TO ANY OF THE PRECEDING PARAGRAPHS.

#### **FORWARD-LOOKING STATEMENTS**

CERTAIN STATEMENTS IN THIS MEMORANDUM INCLUDING BUT NOT LIMITED TO STATEMENTS, ESTIMATES AND PROJECTIONS OF FUTURE TRENDS AND OF THE ANTICIPATED FUTURE PERFORMANCE OF THE COMPANY CONSTITUTE "FORWARD-LOOKING STATEMENTS". SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF THE COMPANY , OR INDUSTRY RESULTS, TO DIFFER MATERIALLY FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENT IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

STATEMENTS IN THIS MEMORANDUM THAT ARE FORWARD-LOOKING, INVOLVE NUMEROUS RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM EXPECTED RESULTS AND ARE BASED ON THE COMPANY'S MANAGEMENT CURRENT BELIEFS AND ASSUMPTIONS REGARDING A LARGE NUMBER OF FACTORS AFFECTING ITS BUSINESS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM EXPECTED RESULTS. THERE CAN BE NO ASSURANCE THAT (I) THE COMPANY'S OFFICER HAS CORRECTLY MEASURED OR IDENTIFIED ALL OF THE FACTORS AFFECTING ITS BUSINESS OR THE EXTENT OF THEIR LIKELY IMPACT, (II) THE PUBLICLY AVAILABLE INFORMATION WITH

RESPECT TO THESE FACTORS ON WHICH THE COMPANY'S OFFICER(S)'S ANALYSIS IS BASED IS COMPLETE OR ACCURATE, (III) THE COMPANY'S OFFICER(S)'S ANALYSIS IS CORRECT OR (IV) THE COMPANY'S STRATEGY, WHICH IS BASED IN PART ON THIS ANALYSIS, WILL BE SUCCESSFUL.

#### **NASAA UNIFORM LEGEND**

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE DIGITAL COINS (ERC20) TOKENS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION THEREUNDER OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

#### **NOTICE REGARDING AGREEMENT TO ARBITRATE**

THIS MEMORANDUM REQUIRES THAT ALL INVESTORS ARBITRATE ANY DISPUTE ARISING OUT OF THEIR INVESTMENT IN THE DIGITAL COINS (ERC20) TOKENS. YOU FURTHER AGREE THAT THE ARBITRATION WILL BE BINDING AND HELD IN STATE OF TEXAS. YOU AGREE THEREBY, TO WAIVE ANY RIGHTS TO A JURY TRIAL. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE A SETTLEMENT OF A DISPUTE.

#### **IRS CIRCULAR 230 DISCLOSURE**

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT: ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS DOCUMENT (INCLUDING ANY

ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (I) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE OR (II) PROMOTING, MARKETING, OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

### **IMPORTANT NOTICE TO ALL INVESTORS:**

THE SECURITIES ARE NOT DEPOSITS OR OBLIGATIONS, OR GUARANTEED OR ENDORSED BY, ANY BANK OR OTHER INSURED DEPOSITORY INSTITUTION, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE “FDIC”), THE FEDERAL RESERVE BOARD OR ANY OTHER GOVERNMENTAL AGENCY.

### **SUMMARY**

**Quantum Medical Transport, Inc.** (the “Company”) is offering the Securities privately pursuant to Rule 506 (c) of Regulation D of the Securities Act of 1933 (the “Securities Act”) to its qualified investors who, upon the Company’s acceptance of their subscription for Securities, will become coin holders of the Company (the “Coin holders”). The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Private Placement Offering Memorandum (the “Memorandum”), in the Company’s Certificate of Formation, as amended and in the Subscription Agreement and Confidential Purchaser Questionnaire. See “Risk Factors” for information to be considered by prospective investors.

## OFFERING SUMMARY

*The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum, including any Appendix or attachments hereto. Particular attention is directed to the Section entitled “Risk Factors,” commencing on page 21.*

<b>Company Formation</b>	The Company, Quantum Medical Transport, Inc., is a public company listed on the OTCBB Ticker: DRWN, duly registered in the State of Delaware.
<b>Investment Objective</b>	The Company is seeking working capital, QuantH project development capital, debt restructuring, share repurchase by the company and acquisition capital.
<b>Securities Being Offered And Amount of Offering</b>	This Offering is for an aggregate of Fifty Million Dollars (\$50,000,000) gross proceeds from the sale of (“Digital Coins (ERC20) Tokens “or “Securities”). The minimum subscription amount is Twenty Five Thousand Dollars (\$25,000.00).
<b>Offering Price</b>	The offering price is \$1.00 per coin.
<b>Type Offering</b>	Initial Digital Coins (ERC20) Tokens
<b>Maximum Offering</b>	Fifty Million Dollars (\$50,000,000) gross proceeds from the sale of (the “Digital Coins (ERC20) Tokens” or “Securities”).
<b>Minimum Subscription</b>	The minimum subscription per subscriber is One Thousand Dollars (\$25,000.00). The company officer’s reserves the right to reject any subscription, in whole or in part, in its sole discretion. The officer will not unreasonably reject any subscription. All subscriptions for the Digital Coins (ERC20) Tokens are irrevocable.
<b>Suitability Standards</b>	The Company is offering the Securities solely to investors that satisfy certain suitability standards, including the ability to afford a complete loss of their investment (See “TERMS OF THE OFFERING”). Purchasers (sometimes referred to herein as “Subscribers”) will be limited to “Accredited Investors” as that term is defined in Rule 506(c) of Regulation D of the Securities Act. (See “SUITABILITY STANDARDS”)



**Use of Proceeds**

The Company expects to receive aggregate gross proceeds from the Offering of approximately Fifty Million Dollars (\$50,000,000) that will be used exclusively for general business purposes.

**Expenses**

All proposed purchasers of the Securities would be responsible for their own costs, fees, and expenses, including the costs, fees and expenses of their counsel and other advisors. The purchasers of the Securities will be required to indemnify the Company for any finder's fees for which such purchasers may be responsible.

**Sales Commissions**

Investors will not bear any sales commission with respect to their acquisition of the Digital Coins (ERC20) Tokens offered hereby.

**Risk Factors**

AN INVESTMENT IN THE DIGITAL COINS (ERC20) TOKENS THAT ARE THE SUBJECT OF THE MEMORANDUM IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. INVESTORS SHOULD BE ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR ENTIRE INVESTMENT IN THE DIGITAL COINS (ERC20) TOKENS. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE INFORMATION SET FORTH UNDER "RISK FACTORS" AS WELL AS OTHER INFORMATION CONTAINED IN THIS MEMORANDUM. THERE CAN BE NO ASSURANCE THAT THE COMPANY'S OBJECTIVES CAN BE ACHIEVED. (SEE "RISK FACTORS")

**The Subscription Agreement**

The purchase of the Securities will be made pursuant to a Subscription Agreement and Confidential Purchaser Questionnaire that will contain, among other things, customary representations and warranties by the officer's of the company, certain covenants of the Company, investment representations of the purchasers, including representations that may be required by the Securities Act and applicable state "blue sky" laws, and appropriate conditions to closing, including, but not limited to, qualification of the offer and sale of the Securities under applicable state "blue sky," laws. A form of such Subscription Agreement and accompanying Confidential Purchaser Questionnaire are being delivered along with this Memorandum.

**Subscription Procedure** In order to subscribe for the Digital Coins (ERC20) Tokens, a Subscriber must (1) complete, execute and deliver to the company the Confidential Purchaser Questionnaire and Subscription Agreement in the form annexed hereto as Appendix B. (See “SUBSCRIPTION PROCEDURES”)

**Financial Projections  
Require Caution**

Subscribers are urged to consider that the financial projections discussed, if any, business plan were prepared by the company’s officer assuming a conservative position in the marketplace for the Company and the completion of this Offering. Such projections are not guarantees of future financial performance, nor should they be understood as such by Subscribers. Subscribers should be aware of the inherent inaccuracies of forecasting. Although the Officer(s) has a reasonable basis for these projections and has provided them herewith in good faith, Subscribers may wish to consult independent market professionals about the Company’s future performance.

**RESTRICTIONS ON TRANSFER**

The Securities will be restricted as to transferability under state and federal laws regulating securities. The Securities have not been registered under the Securities Act, or any similar state statute, in reliance upon exemptions from the registration requirements contained therein. Accordingly, all of the Securities will be considered “restricted securities” as defined in Rule 144 of the Securities Act. As “restricted securities,” an investor must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and without registration under any applicable state securities laws, unless an exemption from registration is available.

In the event that an investor desires to sell or otherwise dispose of any of the Securities, the investor will be required to furnish the officer’s with an opinion letter of counsel that, after review by the Company’s Counsel, is satisfactory to the officer’s of the company. To be acceptable to the Officer(s), the opinion letter of counsel must conclude that the proposed transfer would not violate the registration requirements of the federal or state securities laws. The Officer(s) has the absolute right, in its sole discretion, to approve or disapprove such transfer. All certificates and documentation evidencing investors’ Securities will bear bold legends giving notice of these restrictions.

## QUANTH Token Creation Event Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS.

Your purchase of Ether based QUANTH Tokens (“**QUANTH**”) during the sale period (“**Sale Period**”) or pre- sale period (“**PreSale Period**”) from Quantum Medical Transport, Inc., a Delaware corporation (“**Company**,” “**we**,” “**us**,” or “**QUANTH**”) is subject to these Amended and Restated Terms of Sale (“**Terms of Sale**”), which supersede and replace in its entirety any prior terms and conditions. Each of you and Company is a “**Party**,” and together the “**Parties**.”

These Terms of Sale take effect when you (1) click an “I Agree” button, check box or other indicator of agreement presented with these Terms of Sale including electronic signature or, if earlier,  
(2) when we receive payment in full pursuant to Section 2 (“**Effective Date**”). By purchasing QUANTH Tokens from us during the Sale Period, you agree that you have read and are bound by these Terms of Sale and all terms incorporated by reference. If you have any questions regarding these Terms of Sale, please contact us at [info@quantummedicaltransport.com](mailto:info@quantummedicaltransport.com).

You and Company agree as follows:

### 1. **Purpose and Use of QUANTH in the QuantH Medical Blockchain Technology**

a. The purpose of QUANTH tokens is to allow businesses to purchase and earn QUANTH tokens across Company’s direct and indirect freelance ecosystem, service providers and related services (collectively, the “**Services**”) to exchange for goods or services within (the “QuantH Medical Blockchain Technology System”). Specifically, QUANTH tokens are intended to serve as the virtual cryptocurrency for the QUANTH Medical Blockchain Technology services companies (“**Product**”), which serves as a prepaid credit for goods of the QuantH Medical Blockchain Technology operating companies. Important additional details regarding the QuantH Medical Blockchain Technology Services, Product, and Company are provided in the QUANTH whitepaper/prospectus (the “**Whitepaper/Prospectus**”).

b. QUANTH tokens do not confer any rights other than rights relating to the provision and receipt of Services in the QuantH Medical Blockchain Technology

Company from participating members, subject to limitations and conditions in applicable QuantH Medical Blockchain Technology Terms and Policies (as defined below). QUANTH tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

## 2. Scope of Terms of Sale

a. Unless otherwise stated herein, these Terms of Sale govern only your purchase of Tokens from us during the Sale Period.

b. Any use of Tokens in connection with providing or receiving Services in the QuantH Medical Blockchain Technology will be governed primarily by other applicable terms and policies stated within this prospectus (the “**QuantH Medical Blockchain Technology Terms and Policies**”). We may add new terms or policies to the QuantH Medical Blockchain Technology Terms and Policies in our sole discretion, and may update each of the QuantH Medical Blockchain Technology Terms and Policies from time to time according to modification procedures set forth therein.

You have read and understand these Terms of Sale as well as the QuantH Medical Blockchain Technology Terms and Policies, the Risk Disclosures, and the White Paper/Prospectus and will regularly check for updates to these documents on [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com) (when it is made available) or other channels we make available, and will read any updates.

c. To the extent of any conflict with these Terms of Sale, the QUANTH Medical Blockchain Terms and Policies shall control with respect to any issues relating to the use of QUANTH Tokens in connection with providing or receiving Services through the company’s QUANTH Blockchain Technology.

## 3. Principles:

a. By transferring Ether (ETH) to the Smart Contract System creating QUANTH Tokens (“**QUANTH**”), or by transferring Ether (ETH), Bitcoin (BTC), or Fiat to the relevant QUANTH Token deposit addresses or accounts any time before March 15th, 2018 10:00am EST (the “**PreSale Period**”), you understand and accept that you make a contribution into a Smart Contract System or deposit address for the development of the QUANTH Project. For the Whitepaper/Prospectus and/or further information on the QUANTH Project, visit: [https:// www.quantummedicaltransport.com](https://www.quantummedicaltransport.com).

b. You understand and accept that while the individuals and entities, including the Company assigned to this task will make reasonable efforts to develop and complete the QUANTH Project, it is possible that such development may fail and your QUANTH token may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

c. You are also aware of the risk that even if all or parts of the QUANTH Project are successfully developed and released in full or in parts, due to a lack of public interest, the QUANTH Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of ETH to the Smart Contract System, or BTC, or Fiat to the relevant deposit address, and the creation of QUANTH token by the Smart Contract System **carries significant financial, regulatory and/or reputational risks (including the complete loss of value of created QUANTH token, if any, and attributed features of the QUANTH Project.**

d. You furthermore understand and accept that as the creation of the QUANTH token as well as the assignment of the execution of the QUANTH Project are smart contract based the terms and conditions applicable thereon are set forth in the Smart Contract System Code, consisting of multiple interconnected software codes, existing on the Ethereum blockchain at as set forth on the website: [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com) (the “**Company Site**”). To the extent the Terms of Sale contained herein or in any other document or communication contradict to the ones set forth in the Smart Contract System, the terms of the Smart

Contract System shall prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to QUANTH or publisher of these Terms of Sale or developer of the Smart Contract System and/or any other person, entity and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the QUANTH Project beyond those set forth in the Smart Contract System.

e. By transferring ETH to the Smart Contract System, or by transferring BTC, or Fiat to the relevant deposit address, you expressly agree to all of the terms and conditions set forth in Smart Contract System Code existing on the Ethereum blockchain (at the addresses set forth under Section 4 and in this document (together the “**Terms**”). The User further confirms to have carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs of creating QUANTH Tokens and contributing into a Smart Contract System for the development of the QUANTH Project.

f. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

g. By transferring ETH, or BTC, or Fiat to the relevant deposit address, and/or receiving QUANTH Tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the

QUANTH Project is created.

h. The contribution into the Smart Contract System will involve any Fiat currencies and will be done in cryptocurrencies (ETH, Bitcoin only). Fiat currencies only accepted in the “presale” period.

#### 4. QUANTH Token Creation Function

a. Contribution:

(i) Accepted ERC20 tokens: The Smart Contract System does not accept any type of ERC20 token. Ether (ETH), Bitcoin and Fiat Currency is accepted. Any other type of token or cryptocurrency sent to the contract address may not be recoverable.

(ii) Token Pools: During the Creation Period, a variable amount of QUANTH Tokens is planned to be created by the Smart Contract System, all of equal value and functionality. The maximum amount of QUANTH Tokens “QUANTH” created is 100,000,000.

(a) QUANTH token creation is a limited token creation event, which begins at or around the Ethereum block mined soonest after 10:00:00 EST on February 20th, 2018. Ethereum can be contributed to a smart contract or address for an initial period.

(iii) Maximum Contribution Quantity: The Maximum Contribution Amount is the amount contributed in ETH corresponding to the value of USD \$50,000,000 calculated according to the exchange rate as specified at the time of each QUANTH Token purchase. Only contributions made in ETH, Bitcoin or Fiat Currency will be taken into consideration for the calculation of the Maximum Contribution Quantity. If during the Creation Period, the Maximal Contribution Amount has been reached, the Creation Period will automatically end.

(iv) Creation Period: The Creation Period starts with the deployment of the Smart Contract System and the initiation of its start function (“**Start of the Creation Period**”) and lasts for a maximal duration of 31 days (Maximal Duration Of Creation Period, unless reduced if the Maximum Contribution Quantity has been reached).

(v) ETH, Bitcoin, Exchange Rate: The exchange rate shall be calculated at the time of each QUANTH Tokens purchase through a system designed to calculate a running average of the ETH, Bitcoin, or Fiat currency to USD exchange rate based on the information drawn from the API service provided by the cryptocurrency exchange; [www.coinmarketcap.com](http://www.coinmarketcap.com).

(vi) Minimum /Maximum Contribution Amounts Per User: No minimum or maximum contribution amounts are inbuilt in the Smart Contract System.

(vii) Creation and Allocation of QUANTH Tokens: The creation and allocation of QUANTH Tokens by the Smart Contract System are initiated by the User sending an amount of ETH, Bitcoin, or Fiat Currency to the Smart Contract System, located on the Ethereum blockchain at the addresses set forth on the website, which triggers a smart contract operation.

(viii) Bonus Tranches: Bonus Tranches will be calculated by summing only the Ethereum, Bitcoin or Fiat contributions, made after the PreSale Period ends. There will be three bonus tranches after the PreSale Period followed by a “standard” tranche.

(a) Tranche 1: All valid contributions made between the first 7 days after the presale shall receive a 35% discount per USD \$1.00 of value contributed.

(b) Tranche 2: All valid contributions made between the first 14 days after the presale shall receive a 25% discount per USD \$1.00 of value contributed.

(c) Tranche 3: All valid contributions made between the first 21 days after the presale shall receive a 20% discount per USD \$1.00 of value contributed.

(d) Valid contributions made after the final contribution credited as the Standard Tranche shall receive no bonuses.

(ix) No Refund: Contributions of Contribution Tokens and purchases of QUANTH Tokens are non-refundable during both the PreSale Period and Sale Period. By purchasing QUANTH Tokens, you acknowledge that you have no right to request a refund for any reason, and that the User will not receive money or other compensation for any QUANTH Tokens that is not used or remains unused except as may be required by applicable law or regulation. If any QUANTH tokens are refunded pursuant to applicable law, regulation, or otherwise, then ETH sent by you to purchase QUANTH Tokens may be returned and the purchase and sale will be considered not made. We reserve the right to refuse or cancel QUANTH Token purchase requests at any time in our sole discretion. You understand and accept that all contributions or purchases of QUANTH Tokens are final and may not be reversed.

(x) Assure to use the original Smart Contracts: Only the Smart

Contract(s) designated by Company will issue QUANTH Tokens during the Creation Periods. Access to this Smart Contract will be available through the QUANTH website at [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com). To the extent that any third-party website, service or smart-contracts offers QUANTH Tokens during the Creation Periods or facilitates the sale or transfer of QUANTH Tokens in any way during the Creation Periods or at any time up to the release of the Tokens, such third-party websites or services are, unless explicitly mentioned on the QUANTH website at [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com), not authorized by QUANTH or Quantum Medical Transportation, Inc. and have no relationship in any way with QUANTH or Quantum Medical Transportation, Inc..

(xi) Transferability of QUANTH during the Creation Period: Any and all QUANTH Tokens will be locked, and are therefore not transferable, until Creation Period has ended as set forth in the Smart Contract System. After the end of the Creation Period, all QUANTH Tokens will be distributed to contributors and become tradable.

(xii) Excluded contributions: The only acceptable payment is Ether, Bitcoin or fiat currency. Any other type of payment including any type of cryptocurrency, or ERC20 token will not be accepted. You are advised NOT to send any cryptocurrency from exchanges like Coinbase, Poloniex or Kraken. You are advised NOT to make use of any Multi-Signature wallet as the Company does not support them and your cryptocurrency may be permanently lost, and the QUANTH Tokens may not be created.

(xiii) Third Party Payment Processor. If you purchase Ether, or acquire Ether using a third-party payment processor (e.g., ShapeShift, YUNBI, Gatecoin, Coinbase), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds due to the use of a third-party payment processor. If you purchase QUANTH Tokens or acquire QUANTH Tokens using a third-party payment processor, that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds related to the use of a third-party payment processor. You are recommended to send ETH, Bitcoin or Fiat Currency directly from an Etheruem wallet under your direct control.

b. Pricing:

(i) If an individual contribution exceeds a level, then the conditions of the lower level apply for the entire contribution. The first Contribution Token contributed as part of the individual contribution defines the exchange rate for the entire contribution.

(ii) QUANTH tokens are only for use in connection with the QUANTH Project under the Terms, and only constitute a transferable representation of



attributed functions of the Smart Contract System.

c. Acknowledgment and Assumption of Risks

(i) You acknowledge and agree that there are risks associated with purchasing QUANTH Tokens, holding QUANTH Tokens, and using QUANTH Tokens for providing or receiving services in the QUANTH Medical Blockchain Technology, as disclosed and explained in the Risk Disclosures Section. If you have any questions regarding these risks, please contact us at [info@quantummedicaltransport.com](mailto:info@quantummedicaltransport.com) BY PURCHASING QUANTH TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

d. Representation and Warranties of User

(i) By transferring Contribution Tokens to the Smart Contract or relevant deposit addresses and creating QUANTH Tokens, you represent and warrant that:

(a) you are agreeing to participate in the QUANTH Project in some manner, and understand that it is your responsibility to participate, meaning that the ecosystem surrounding this project is NOT solely dependent upon the efforts of the Company's managers, but by the entire Token Project ecosystem members themselves;

(b) you are not a citizen or resident of a country whose legislation conflicts with the present sale of QUANTH Tokens and/or the QUANTH Project in general;

(c) you are not a resident or domiciliary of New York State or purchasing Tokens from a location in New York State, and you are not purchasing Tokens from countries or regions comprehensively sanctioned by the US Office of Foreign Assets Control (OFAC) or on behalf of governments of these countries or regions, nor will you use QUANTH Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions;

(d) you are not;

(1) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act,

(2) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, or

(3) an individual, or an individual employed by or associated with an entity,

identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists or Foreign Sanctions Evaders, or the U.S. Department of State's Debarred Parties List. You also will not use QUANTH Tokens to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

(e) if you are purchasing QUANTH Tokens on behalf of any entity, you are authorized to accept these Terms of Sale on such entity's behalf and that such entity will be responsible for breach of these Terms of Sale by you or any other employee or agent of such entity (references to "you" in these Terms of Sale refer to you and such entity, jointly);

(f) YOU ARE NOT SUBMITTING CONTRIBUTION TOKENS TO THE SMART CONTRACT SYSTEM TO OBTAIN QUANTH FOR THE PURPOSE OF SPECULATIVE INVESTMENT, AND INSTEAD, INTEND TO PARTICIPATE ON COMPANY APPLICATIONS. YOU AGREE AND CERTIFY THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE;

(g) you have a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;

(h) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms of Sale and to appreciate the risks and implications of purchasing QUANTH Tokens;

(i) you understand that QUANTH Tokens confer only the right to provide and receive services in the QUANTH Blockchain Technology, companies owned and operated by Quantum Medical Transport, Inc. and confer no other rights of any form with respect to Quantum Medical Transport, Inc., including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(j) you understand and accept that there is no warranty or assurance that the miners will allocate the QUANTH Tokens to you as proposed by these Terms of Sale;

(k) you have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth under Section 1(d) and fully understand and accept the functions implemented therein;

(l) you are legally permitted to transfer Contribution Tokens to the Smart Contract System, create and obtain QUANTH Tokens in your jurisdiction;

(m) you will contribute Contribution Tokens from a Wallet or Wallet service provider that technically supports QUANTH Tokens. You understand and accept, that failure to assure this may have the result that User will not gain access to their QUANTH Tokens;

(n) you are legally permitted to receive software and contributing to the Smart Contract System for the development of the QUANTH Project;

(o) you are of a sufficient age to legally create and obtain QUANTH Tokens and to enter into a contract/agreement;

(p) you will take sole responsibility for any restrictions and risks associated with the creation of QUANTH Tokens by the Smart Contract System as set forth below;

(q) you are not obtaining or using QUANTH Tokens for any illegal purposes;

(r) you are purchasing the functionality of the QUANTH Tokens issued by the Smart Contract System primarily to support the development, testing, deployment and operation of the QUANTH Project, being aware of the commercial risks associated with the QUANTH Project;

(s) you waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of QUANTH Tokens;

(t) you understand the creation of QUANTH Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

(u) you understand that the transfer of Contribution Tokens to the Smart Contract System, the creation of QUANTH Tokens and the development of the QUANTH Project carries significant financial, regulatory and reputational risks as further set forth in the Terms;

(v) you understand that you have no right against any other party to request any refund of the Contribution Tokens submitted to the Smart Contract System for the creation of the QUANTH Tokens under any circumstance;

(w) you understand with regard to QUANTH Tokens, that no market liquidity may be guaranteed and that the value of QUANTH Tokens over time may experience extreme volatility or depreciate in full;

(x) you understand that the you bear the sole responsibility to determine if your contribution to the Smart Contract System for the development of the QUANTH Project, the transfer of Contribution Tokens to the Smart Contract System, the creation, ownership or use of QUANTH Tokens, the potential appreciation or depreciation in the value of QUANTH Tokens over time, the sale and purchase of QUANTH Tokens and/or any other action or transaction related to the QUANTH Project have tax implications for its holders; by creating, holding or using QUANTH Tokens, and to the extent permitted by law, the User agrees not to hold any third-party (including developers, auditors (e.g. contractors or founders)) liable for any tax liability associated with or arising from the creation, ownership or use of QUANTH Tokens or any other action or transaction related to the QUANTH Project; and

(y) You, as an active member of the QUANTH Project, must maintain all records as to ownership amounts, correct address and physical location, location of wallets, participation efforts, and any and all other information necessary for involved parties to maintain accurate records as to the ecosystem created for the QUANTH Project, and to notify all associated parties within the QUANTH Project community.

(ii) The Company may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling QUANTH Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell QUANTH Tokens to you until you provide such requested information and we have determined that it is permissible to sell you QUANTH Tokens under applicable law or regulation.

(iii) As part of the creation process each User will use his own account (address) on the Ethereum based Platform, with a private key associated to this

address and password. The password is used to encrypt the User's private key. Following the creation of QUANTH Tokens by the Smart Contract System, QUANTH Tokens will be transferred to your address by the Smart Contract System. You understand that you must keep your password and private key safe and that you may not share them with anybody. You further understand that if your private key and/or password is lost or stolen, you will not be able to generate a new password or recover your private key, and if you also loses your private keys and password, the QUANTH Tokens associated with your account (address) will be unrecoverable and will be permanently lost. Furthermore, you understand that there is no recovery mechanism for lost keys and passwords, so no one will be able to help you retrieve or reconstruct a lost password and private keys and provide you with access to any lost QUANTH Tokens.

## **5. QUANTH Project Execution**

a. The Company shall use the funds as set forth in the QUANTH Project Whitepaper/Prospectus and has the right to engage subcontractors to perform the entire or partial development and execution of the QUANTH Project. The scope of the development work will be triggered in part or whole by the amount of contribution received during the Creation Period as set forth in the Whitepaper/Prospectus.

b. You understand and accept that you may not and almost certainly will not have any expectation of influence over governance on the QUANTH Project, and that the scope of the project, and the use of funds for various projects or expenditures may change at any time without notice or disclosure.

c. You understand and accept that the QUANTH Project will need to go through substantial development works as part of which they may become subject of significant conceptual, technical and commercial changes before release. You understand and accept that as part of the development, an upgrade of the QUANTH Project may be required and that, if User decides not to participate in such upgrade, he may no longer use his QUANTH software and that non-upgraded QUANTH software may lose their functionality in full.

## **6. Audit of the Smart Contract System**

a. The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art. However, you understand and accept that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, you understand and accept that the audit does not amount to any

form of warranty, including direct or indirect warranties that the Smart Contract System and the QUANTH are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Contribution Tokens and/or QUANTH Technology.

## 7. Risks

a. You understand and accept the risks in connection with transferring Contribution Tokens to the Smart Contract System or relevant deposit addresses and creating QUANTH Tokens as exemplary set forth above and hereinafter. In particular, but not concluding, you understand the inherent risks listed hereinafter:

(i) Omitted.

(ii) Risk of software weaknesses: The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven, why there is no warranty that the process for creating QUANTH Medical Blockchain Technology will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Contribution Tokens and/or QUANTH Medical BlockchainTechnology.

(iii) Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the QUANTH Project, including its termination and the loss of QUANTH Tokens for you. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the QUANTH Project and QUANTH Tokens could be impacted by one or more regulatory inquiries or actions, including the licensing or registration of or restrictions on the use, sale, or possession of digital tokens like QUANTH, which could impede, limit or end the development of the QUANTH Project and increase legal costs.

(iv) Risk of abandonment / lack of success: You understand and accept that the creation of the QUANTH Tokens and the development of the QUANTH Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand that there is no assurance that, even if the QUANTH Project is partially or fully developed and launched, the User will receive any benefits through the QUANTH Tokens held by him.

(v) Risk associated with other applications: You understand and accept that the QUANTH Project and/or particular QUANTH Projects may give rise to other, alternative projects, promoted by unaffiliated third parties, under which QUANTH Tokens will have no intrinsic value. It is possible that alternative applications could be established, which use the same open source code and protocol underlying the QUANTH Project. The official QUANTH Project may compete with these alternative, unofficial QUANTH-based applications, which could potentially negatively impact the QUANTH Project and QUANTH Tokens, including its value;

(vi) Risk of loss of private key: QUANTH Tokens can only be accessed by using an Ethereum based wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You understand and accept that if his private key file or password respectively got lost or stolen, the obtained QUANTH Tokens associated with your account (address) or password will be unrecoverable and will be permanently lost. Best practices dictate that purchasers safely store credentials in one or more backup locations geographically separated from the working location.

(vii) Risk of theft: You understand and accept that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of “QUANTH” or Contribution Tokens, impacting the ability to develop the QUANTH Project. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.

(viii) Risk of Ethereum mining attacks: You understand and accept that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of QUANTH Token transactions, and expected proper execution and sequencing of contract computations. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum protocol may cause the QUANTH Project or QUANTH Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to QUANTH Tokens, and also other ways.

(ix) Risk of incompatible Wallet service: You understand and accept, that the Wallet or Wallet service provider used for the contribution, has to be technically compatible with the QUANTH Token issuer. The failure to assure this may have the result that you will not gain access to your QUANTH Tokens.

(x) Risk that the QUANTH Project, As Developed, Will Not Meet the Expectations of QUANTH Token Holders or the Purchaser: The QUANTH



Project is presently under development and may undergo significant changes before release. Any expectations or assumptions regarding the form and functionality of the QUANTH Project or QUANTH Tokens (including participant behavior) held by QUANTH users or the purchaser may not be met upon release, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans and execution of the QUANTH Project.

(xi) Risk of Unfavorable Fluctuation of Ether and Other Token Value: The Company team intends to use the proceeds from selling QUANTH Tokens to fund the maintenance and development of the QUANTH Blockchain Technology Project, as described further in the Whitepaper/Prospectus. The proceeds of the Token Sale will be denominated in Ether, and converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the crowdsale, the Company may not be able to fund development, or may not be able to develop or maintain the QUANTH Project in the manner that it intended.

(xii) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: The QUANTH Project consists of open source software that is based on other open source software. There is a risk that the QUANTH team, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the QUANTH Project interfering with the use of or causing the loss of QUANTH blockchain operability.

(xiii) Risk of an Illiquid Market for QUANTH: QUANTH is for use with the QUANTH Project, and is not refundable. There very well may never be a marketplace for QUANTH Tokens. There are currently no exchanges upon which QUANTH Tokens would trade. If ever exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on QUANTH Tokens.

(xiv) Risk of Uninsured Losses: Unlike bank accounts or accounts at some other financial institutions, funds held using the QUANTH Project or Ethereum based Tokens are generally uninsured. In the event of any loss, there is no public insurer, such as the FDIC, or private insurer, to offer recourse to the purchaser.

(xv) Risk of Dissolution of the QUANTH Project: It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Ether, development issues with the QUANTH Project, the failure of business relationships, regulatory matters, or competing intellectual property claims, the QUANTH Project may no longer be viable as a business or otherwise and may dissolve or fail to launch.

(xvi) Risk of Malfunction in the QUANTH Project: It is possible that the QUANTH Project malfunctions in an unfavorable way, including one that results



in the loss of QUANTH Tokens.

(xvii) Unanticipated Risks: Cryptographic tokens are a new and untested technology. In addition to the risks discussed in this Whitepaper, there are risks that the QUANTH team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks

## 8. Security

a. Your Security. You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address or your Tokens, and

(iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

b. Additional Information. By accepting these terms & conditions you agree that personal data about you may be collected and stored as well as processed for administering and maintaining our business. Therefore you will provide to us, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy. Such information may include a passport, driver's license, utility bill, photographs of you, government identification cards, or sworn statements.

c. Your Information. We may use aggregate statistical information about your activity, including your activity on the company website [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com) or application and logins to various websites, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally identifying information to any third-party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any QuantH Medical Blockchain Technology Terms and Policies.

## 9. Taxation

a. You bear the sole responsibility to determine if this contribution into the Smart Contract System or deposit addresses for the development of the QUANTH Project, the creation, ownership or use of QUANTH Tokens, the potential appreciation or depreciation in the value of QUANTH Tokens over time, the sale and purchase of QUANTH Tokens and/or any other action or transaction related to the QUANTH Project have tax implications for him.

b. By creating, holding or using QUANTH Tokens, and to the extent permitted by law, you agree not to hold any third-party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of QUANTH Tokens or any other action or transaction related to the QUANTH Project.

### (i) Proprietary Rights

(a) Suggestions. If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. We and our affiliates will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

(b) Hardware and Software. Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the QUANTH in your resulting distribution) used by us or our affiliates.

(c) Intellectual Property. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent which may be revoked by us.

## 10. Indemnification

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors,

service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your purchase or use of QUANTH Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

b. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10 This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## 11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION.

YOU UNDERSTAND THAT TOKENS, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, BLOCKCHAIN, AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH QUANTH MEDICAL BLOCKCHAIN TECHNOLOGY VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, AND USER FAILURE. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, QUANTH, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of

implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

## **12. Limitation of Liability**

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF QUANTH OR OTHERWISE RELATED TO THESE TERMS OF SALE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE QUANTH TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR QUANTH.

b. THE LIMITATIONS SET FORTH IN SECTION 11(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY

c. You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold any developers, auditors, contractors or founders of the QUANTH Tokens, the Smart Contract System, QUANTH Medical Blockchain Technology and/or us liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, QUANTH Tokens or the Smart Contract System under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Smart Contract System, the Quantum Medical Transport, Inc. and/or the QUANTH Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract System, the QUANTH Project and/or QUANTH Tokens.

d. You further specifically acknowledge that developers, auditors,

contractors or founders of the QUANTH Tokens, Smart Contract System and/or the QUANTH Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of QUANTH Tokens, and that the risk of creating, holding and using QUANTH Tokens rests entirely with the User.

e. By creating, holding or using QUANTH Tokens, and to the extent permitted by law, you agree not to hold any third-party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of QUANTH Tokens or any other action or transaction related to the QUANTH Project.

### 13. Release

To the fullest extent permitted by applicable law, you release Company and the other related parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. **You expressly waive any rights you may have under any jurisdiction in the USA as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

### 14. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

b. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class

arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

c. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at [info@quantummedicaltransport.com](mailto:info@quantummedicaltransport.com). Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

d. Federal Arbitration Act. These Terms affect interstate commerce and the enforceability of this Section 14 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

e. Process. Any arbitration will occur in Houston, Texas. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Boston, Massachusetts will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

f. Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; *provided, however*, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

g. Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you



either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

#### **15. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in courts of Houston, Texas.

#### **16. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

#### **17. Modifications to the Terms.**

We may modify these Terms at any time by posting a revised version on the Company Site, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Site and other channels regularly for modifications. Your continued use of QUANTH or the Company application after any modification become effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.

#### **18. Miscellaneous**

a. Miner Control. You understand and accept that the cryptocurrency miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to QUANTH tokens losing intrinsic value.

b. Use of QUANTH Tokens. The Terms govern the creation, ownership and use of QUANTH and supersede any public statements about the launch of QUANTH tokens and/or the Smart Contract System made by anyone in the past, present and future.

c. Confidentiality and Publicity. You may use QUANTH Confidential Information (as defined below) only in connection with your purchase of QUANTH Tokens or Services and pursuant to the terms of these Terms of Sale. You will not disclose QUANTH Confidential Information during or after the Token Sale. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of QUANTH Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms of Sale or your purchase of QUANTH. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support sponsor endorse or contribute to you or your business endeavors) or express or imply any relationship or affiliation between us and you or any other person.

(i) **“QUANTH Confidential Information”** means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. QUANTH Confidential Information includes:

- (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs;
- (b) third-party information that we are obligated to keep confidential; and
- (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. QUANTH Confidential Information does not include any information that:
  - (1) is or becomes publicly available without breach of this Agreement;
  - (2) can be shown conclusively by documentation to have been known to you at the time of your receipt from us;
  - (3) is received from a third-party who did not acquire or disclose the same by a wrongful or tortious act; or
  - (4) can be shown conclusively by documentation to have been independently developed by you without reference to the QUANTH Confidential Information.

d. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology, changes in the Ethereum or QUANTH protocols or any other force, event or condition outside of our control.

e. Independent Contractors. We and you are independent contractors,



and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

f. No Third Party Beneficiaries. These Terms of Sale do not create any third-party beneficiary rights in any person except for any of our affiliates or licensors as provided in these Terms of Sale.

g. U.S. Government Rights. If provided to the U.S. Government, QUANTH Medical Blockchain Technology is provided as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to software services. If you are purchasing QUANTH Medical Blockchain Technology services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your purchase of the QUANTH Medical Blockchain Technology services. The terms “commercial item”, “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

h. Import and Export Compliance. In connection with these Terms of Sale, you will comply with all applicable import, reimport, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of QUANTH Medical Blockchain Technology or Tokens.

i. Notice.

(i) To You: We may provide any notice to you under these Terms by:

(A) posting a notice on the company website [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com); (B) sending an email to the email address then associated with your account; or (C) sending a letter to the physical address then associated with your account. Notices we provide by posting on the company website [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com) will be effective upon posting and notices we provide by email and physical mail will be effective when we send the email or letter. It is your responsibility to keep your email address and physical address current. You will be deemed to have received any email sent to the email address or letter sent to the physical address then associated with your account when we send the email or letter, whether or not you actually receive or read the email or letter.

(ii) To Us: To give us notice under these Terms, you must contact Quantum Medical Transportation, Inc. by email to

info@quantummedicaltransport.com **with the subject “Legal Notice Under Terms & Conditions.”** We may update this email address for notices to us by posting a notice on the company website or sending an email to you. Notices to us will be effective when received by us.

(iii) Language: All communications and notices to be made or given pursuant to these Terms must be in the English language.

j. Assignment. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section 20(k) will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

k. No Waivers. The failure by us to enforce any provision of these Terms of Sale will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

l. Reformation and Severability. If any provision of these Terms of Sale is held to be invalid or unenforceable, the remaining provisions of these Terms of Sale will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms of Sale, but the rest of the Agreement will remain in full force and effect.



### Technical Report

**Quantum Medical Transport, Inc.** a leading medical emergency and non-emergency medical transportation public company based in Texas sets out to develop a subscription based blockchain technology service platform called **QuantH**.

**QuantH** leading the path toward Blockchain-based medical records secure storage and sharing implementation of a patient controlled, blockchain-based system for clinical record maintenance and sharing. To understand how blockchain technology can improve the security and efficiency of electronic health data storage and sharing, it is first necessary to provide an overview of blockchain technology and its benefits.

Blockchain technology rests on three foundational principles. First, data is stored in a public, indestructible transaction ledger that anyone can read. Because the transactions can never be deleted or changed, there is always a complete and irrefutable record of all transactions. Second, blockchains are implemented in a decentralized network of computing nodes, which makes them robust against failures and attacks. Decentralization also means that no entity owns or controls the blockchain. Third, the metadata describing each transaction is available to everyone on the system, but that does not mean the data stored within the blockchain is readable. Blockchain relies on pseudoanonymity (replacing names with identifiers) and public key infrastructure (PKI), which allows the blockchain's contents to be encrypted in a way that is prohibitively expensive to crack. When applying blockchain technology to health data, each of these foundational principles apply.

### **Distributed Healthcare Transaction Ledger**

Healthcare providers, payers and patients would contribute encrypted data, which would reference a patient ID, to a public blockchain. This could include clinical data that is stored in

EHR systems today; claims history and gaps in care from payers; and family history and device readings from patients. This information would be encrypted and stored in the blockchain and could only be decrypted by parties that have the patient's private key.

Because the ledger is indestructible, no one can erase or alter the record. Updates include metadata records of the date, time, location and entity making the update. In this way, a blockchain-based medical record will be self-auditing.

Public Key Cryptography is an encryption system that uses pairs of keys: a "public key" available to everyone and a "private key" that is known only to its holder. Either key may be used to encrypt a message, but the other key must decrypt the message. Practically speaking, there are two use cases involving public and private keys. First, a sender can encode a message with a public key and be sure that only the holder of the private key can decrypt it. Second, a message or document can be encrypted with a private key. If the message makes sense when it is decrypted using the corresponding public key, it's guaranteed that the holder of the private key is the party that encrypted the message. This is sometimes called "signing" a message<sup>12</sup> because it is analogous to someone putting his unique signature on a document.

Blockchain also supports a concept called M-of-N signatures or "multisig," meaning that there are a total of N cryptographic keys, and at least M of them have to be present in order to decrypt the data. In this way, the patient can provide keys to authorized caregivers, doctors and others to grant access without the patient's specific key. This is useful when the patient is incapacitated and cannot provide consent to access the data.

Public Key Cryptography is an important concept for blockchain. All transactions are signed with private keys as a way of establishing the participants' identities. In the context of storing healthcare data in a blockchain, cryptography would have the additional role of encrypting the contents of the message, so that only intended users can read its contents.

Currently in the ecosystem of health records, each hospital or health system serves as its own central authority to provide record keeping and transmission services.

The traditional, centralized transaction infrastructure is a natural solution to the problem. While it has many advantages, there are also drawbacks. A centralized infrastructure is vulnerable to hackers using ransom ware, failure, corruption and attack. This architecture causes the information silos that are prevalent in healthcare today to be significantly vulnerable.

Blockchain replaces the centralized infrastructure with a distributed one. The blockchain software is running on thousands of nodes distributed across an entire network globally. To process a transaction, it is distributed to all the network nodes, and the transaction is cleared when the nodes have reached a consensus to accept the new transaction into the common ledger. The process is technologically sophisticated, but it replaces entire record keeping and transaction processing institutions. This lowers transaction overhead in terms of price and execution time. It also means there is no single point of failure, providing a more robust, safer infrastructure.

### **Implementation of the QuantH Blockchain Solution**

To implement a blockchain-based healthcare record system, EHRs and other record keeping systems would encrypt and send a transaction containing patient care documents – encounter notes, prescriptions, family histories, etc. – into the public healthcare blockchain. The transaction would include a digital signature from the contributor to trace provenance and the patient's blockchain ID as the recipient of the transaction.

After the documents are stored in the blockchain, patients would use a web-based or mobile application to view their blockchain contents and to grant or revoke access to specific parties via their private key.

The distributed blockchain system has a number of advantages over current methods of record keeping:

1. Patients become the platform, owning and controlling access to their healthcare data. This removes all obstacles to patients acquiring copies of their healthcare records or transferring them to another healthcare provider.
2. Because data is stored on a decentralized network, there is no single institution that can be robbed or hacked to obtain a large number of patient records.
3. Data is encrypted in the blockchain and can only be decrypted with the patient's private key. Even if the network is infiltrated by a malicious party, there is no practical way to read patient data.
4. The infrastructure itself provides auditing and non-repudiation capabilities. The methods used to add the data to the blockchain also include tamperproof timestamps, account IDs, and methods of determining if the contents have been altered.

A blockchain-based method of storing healthcare data includes all the expected criteria of a medical record keeping system, and it goes beyond what a traditional, centralized system can do because it improves patients' access to their records and strengthens security against data breaches.

The proposed solution begins with today's health IT systems, primarily EHRs, but also potentially includes laboratory information systems, radiology systems, payer databases, medical devices and consumer devices. These systems will continue to operate as they do today, storing data in their proprietary databases. In addition to storing its own copy of the data, each system will also transmit a copy to the blockchain-based PHR.

All EHR systems that are Meaningful Use compliant must provide the ability for patients to view, download and transmit their health information in human readable as well as machine readable format<sup>15</sup>. The document format is C-CDA, a machine-readable XML format. By applying a style sheet to the C-CDA document, it becomes an HTML file that can be read by a human using a web browser.

Many health systems satisfy the view/download/transmit criterion by making C-CDA documents available to the patient on a patient portal. From there, the patient can download or forward the document to the destination of their choice. Some EHR systems also offer other methods of transmission that do not require a patient portal.

There are three options for connecting an EHR's view/download/transmit function to a blockchain-based PHR:

Option 1: EHR vendors implement a blockchain client within their EHR software that communicates health information directly and automatically to the blockchain-based PHR. (See Figure 4 below.) This would be the preferred option, but it requires effort and cooperation on the part of EHR vendors and is unlikely to occur without regulation or incentive.

Option 2: EHR vendors use existing protocols, such as REST, SOAP or Direct Messaging to send health information to a blockchain-based PHR, which is equipped to receive data according to these standards. This would mean that the blockchain-based PHR would need to be able to handle these communication protocols and configured to receive documents from various sources. Such functionality is somewhat heavyweight for a blockchain-based system, which is conceived as a simple electronic transaction ledger.

Option 3: Patients continue to receive their health information through existing patient portals and then forward or upload the documents to the blockchain-based PHR. The lowest common denominator method will work in all cases, but it relies on the extra, manual step of the patient acting as an intermediary. In a worst-case scenario, this will result in incomplete records if the patient does not complete the manual step.

Option 3 is the simplest scenario and the easiest to implement. The feasibility of the other two options depends on the willingness of EHR vendors.

For systems other than EHRs, the situation is somewhat less clear. Conceptually, there are ways to split the stream of data coming out of these systems and send a copy to the blockchain-based PHR; however, the economics and regulatory issues involved may complicate and delay the implementation of these efforts.

### **Patient Granting Access**

- Patient A grants access to EHR to Practitioner A
- Practitioner A's ID is added to Patient A's authorized asset on the ledger
- Patient A's ID is added to Practitioner A's authorized asset on the ledger
- The Symmetric key for the EHR is decrypted with Patient A's private key
- Symmetric key is then encrypted with Practitioner A's public key

### **Patient Revoking Access**

- Patient A revokes access from Practitioner A
- Practitioner A's ID is removed from Patient A's authorized asset
- Patient A's ID is removed from Practitioner A's authorized asset
- Patient A's private key is used to decrypt Symmetric key for EHR which is used to decrypt the EHR
- The EHR is encrypted with a new Symmetric key
- The new Symmetric key is encrypted with Patient A's public key and the public keys of all the remaining ID's that have permission

### **Practitioner Referring Patient**

- Practitioner A updates the permissions to allow Practitioner B to access the Patient's EHR.
- Chaincode will check that the Practitioner A has permission on the EHR.

- Practitioner A uses its private key to decrypt the EHR's symmetric key
- Practitioner B's public key is used to encrypt the Symmetric key
- Practitioner B's ID is added to Patient A's authorized asset
- Patient A's ID is added to Practitioner B's authorized asset

In essence, the blockchain is a shared database. Unlike a traditional database, however, there is no central ownership. Instead, data is managed through the consensus of participants in a network, who work together (with the help of cryptography) to decide what gets added, while each participant maintains an identical, full copy of all transactions. The network can be public (like bitcoin, open to anyone) or private (restricted to certain members). When new information needs to be added, every computer on the network is notified and updates its copy accordingly. The result is an expansive and distributed source of truth — built not from trust, but through cryptographically enforced consensus. Yet blockchain's most important attribute is its immutability: once something has been added, it is permanent — stored across thousands of computers, cryptographically locked in history.

The technical details of how this is done are somewhat complex, but involve public/private key encryption (for anonymity), proof-of-work (for agreement on what gets added to the ledger), longest-chain rule (for resolving conflict), and peer-to-peer networks (for communication).

### **How Will QuantH Blockchain Technology Be Applied to Health Care?**

Our primary platform use will be health care is data exchange. Take medication prescribing as an example. A patient's medications are frequently prescribed and filled by different entities — hospitals, provider offices, pharmacies, etc. Each one maintains its own “source of truth” of medications for a patient, frequently with outdated or simply wrong information. As a result, providers in different networks, or on different EHRs, may not see one another's prescriptions. Additionally, electronic prescriptions must be directed to specific pharmacies, and paper prescriptions can be duplicated or lost.

To counter these difficulties, a medication prescription blockchain could be a shared source of truth. Every prescription event would be known and shared by those authorized to see it. This would allow, for example, prescriptions to be written electronically without specifying a pharmacy, or prescriptions to be partially filled (and “fully” filled at a later date, by a different

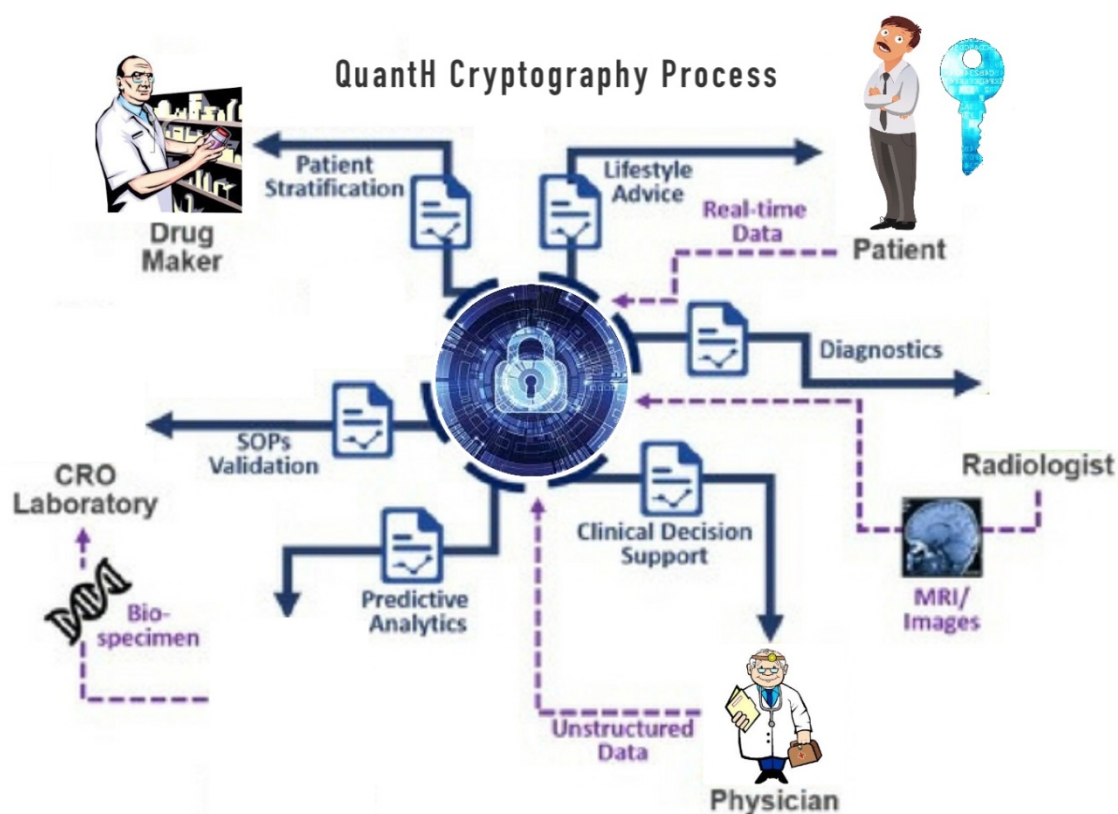


pharmacy). Since the QuantH blockchain would be the source of truth, each pharmacy would see all events surrounding that prescription — and could act accordingly. Most importantly, all health care providers could have an immediate view into a patient’s current medications, ensuring accuracy and fidelity.

Here are some of the other ways that QuantH blockchain platform may benefit health care:

- *Clinical data sharing.* Advance directives, genetic studies, allergies, problem lists, imaging studies, and pathology reports are just some of the data elements that could be distributed. Alternately, instead of storing actual patient data, blockchain could be used to store access controls — like who a patient has authorized to see their health data — even if the clinical data itself is stored by the EHR.
- *Public health.* A shared, immutable stream of de-identified patient information could more readily identify pandemics, independent of governmental bodies currently aggregating this data — for example, an influenza reporting system.
- *Research and clinical trials.* Distributing patient consent or trial results could foster data sharing, audit trials, and clinical safety analyses.
- *Administrative and financial information.* Insurance eligibility and claims processing workflows could benefit from blockchain and have decreased transactional costs.
- *Patient and provider identity.* National (or international) patient or provider identities could be secured in the blockchain, providing the basis for health data portability and security.
- *Patient-generated data.* Personal health devices, “wearables,” “Internet of Things” (IOT) devices, and patient-reported outcomes are just some examples of patient-generated data that could leverage the blockchain for security and sharing.

The greatest potential of QuantH blockchain technology is the empowering of patients to own and gather their own data. Our health information technology framework — directly disrupts the siloed, centralized data stores that dominate health care data today.

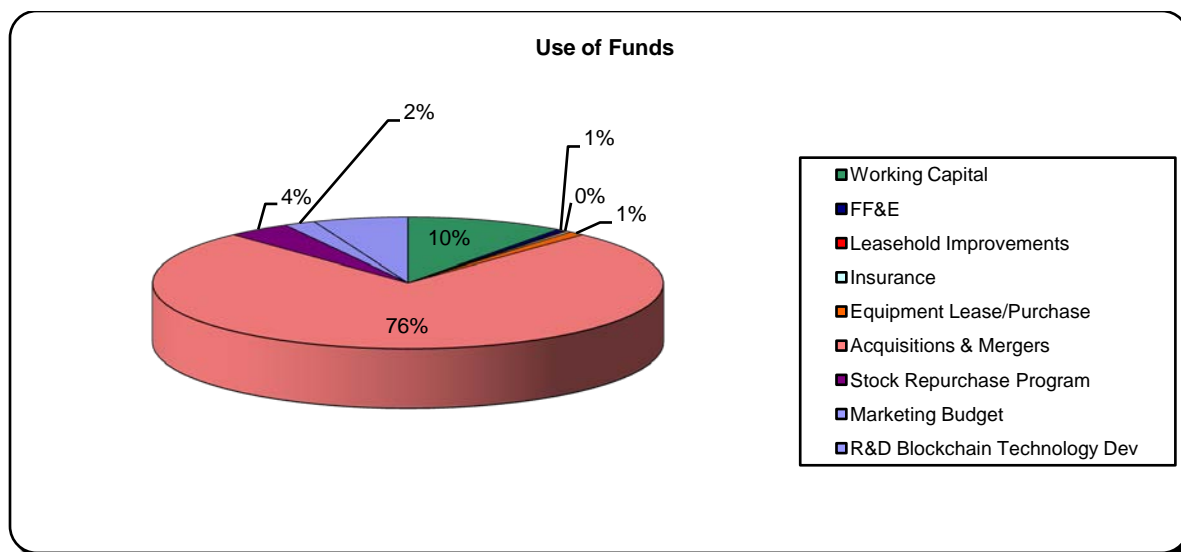


Quantum Medical Transport, Inc. is in the process of retaining technical advisors to fully develop and implement its technology initiatives outline above. We will be launching our Pre-Sale and ICO via Ambisafe platform.

**Financial Projections:** (Note the following financial projections are forecast based upon successful capital raise of \$50 Million in the ICO)

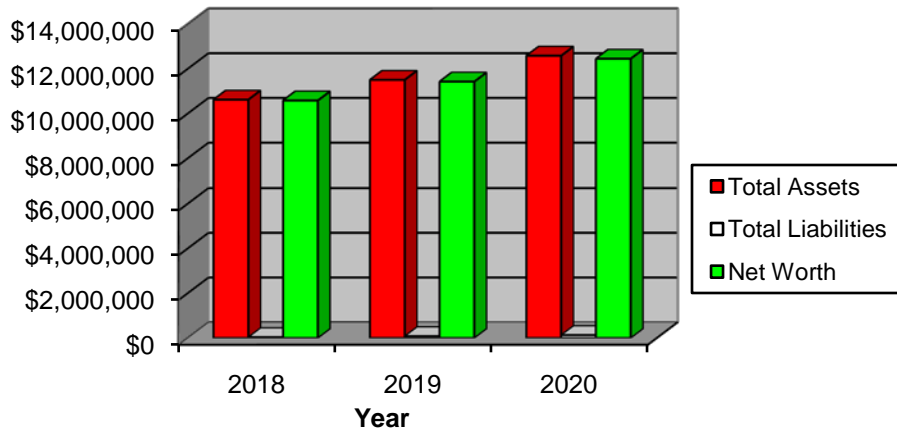
<b>Projected Operating Costs</b>	
<b>Business Year</b>	2018
Working Capital	\$5,000,000
FF&E	\$250,000
Leasehold Improvements	\$100,000
Insurance	\$150,000
Equipment Lease/Purchase	\$500,000
Acquisitions & Mergers	\$38,000,000
Stock Repurchase Program	\$2,000,000
Marketing Budget	\$1,000,000
R&D Blockchain Technology Dev	\$3,000,000
<b>Total Operating Costs</b>	<b>\$50,000,000</b>

<b>Financing</b>	
<b>ICO Contributions</b>	
PRE-ICO Offering	\$5,000,000.00
ICO Token Launch	\$45,000,000.00
<b>Total ICO Financing</b>	<b>\$50,000,000.00</b>
<b>Other</b>	
<b>Total Other Financing</b>	<b>\$0.00</b>
<b>Total Financing</b>	<b>\$50,000,000.00</b>



Proforma Balance Sheet - Yearly			
Year	2018	2019	2020
<b>Assets</b>			
Cash	\$10,149,726	\$10,341,638	\$10,570,732
Amortized Development/Expansion Costs	\$300,000	\$374,162	\$463,647
Equipment Purchase	\$200,000	\$570,811	\$1,018,233
FF&E	\$20,000	\$316,649	\$674,587
Accumulated Depreciation	(\$37,143)	(\$74,286)	(\$111,429)
<b>Total Assets</b>	<b>\$10,632,583</b>	<b>\$11,528,973</b>	<b>\$12,615,770</b>
<b>Liabilities and Equity</b>			
Accounts Payable	\$37,902	\$81,489	\$131,615
Long Term Liabilities	\$0	\$0	\$0
Other Liabilities	\$0	\$0	\$0
<b>Total Liabilities</b>	<b>\$37,902</b>	<b>\$81,489</b>	<b>\$131,615</b>
<b>Net Worth</b>	<b>\$10,594,681</b>	<b>\$11,447,484</b>	<b>\$12,484,155</b>
<b>Total Liabilities and Equity</b>	<b>\$10,632,583</b>	<b>\$11,528,973</b>	<b>\$12,615,770</b>

### Proforma Balance Sheet



### Anticipated Yearly Expenses

Year	2018	2019	2020
General and Administrative	\$2,500,000	\$2,600,000	\$2,704,000
Marketing Expenses	\$1,000,000	\$1,200,000	\$1,400,000
Professional Fees and Licensure	\$10,000	\$10,000	\$10,000
Insurance Costs	\$150,000	\$157,500	\$165,375
Fuel and Maintenance Costs	\$57,596	\$63,356	\$69,691
Rent and Utilities	\$500,000	\$525,000	\$551,250
Miscellaneous Costs	\$100,000	\$129,600	\$151,632
<b>Totals</b>	<b>\$4,317,596</b>	<b>\$4,685,456</b>	<b>\$5,051,948</b>

### Yearly Sales Forecast

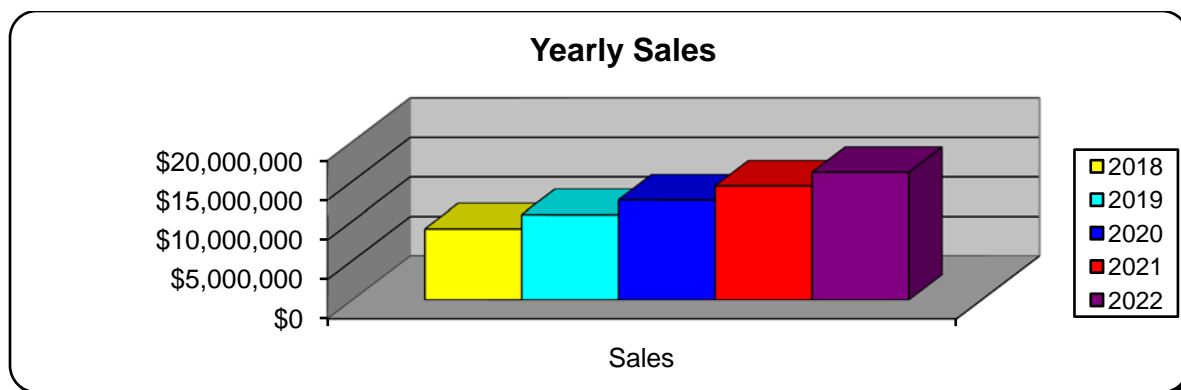
Year	2018	2019	2020	2021	2022
Growth (%)	0.0%	20.0%	17.0%	14.0%	12.0%
Sales	\$9,000,000	\$10,800,000	\$12,636,000	\$14,405,040	\$16,133,645
<b>Totals</b>	<b>\$9,000,000</b>	<b>\$10,800,000</b>	<b>\$12,636,000</b>	<b>\$14,405,040</b>	<b>\$16,133,645</b>

### Cost of Sales Forecast

Year	2018	2019	2020	2021	2022
Growth (%)	0.0%	10.0%	10.0%	10.0%	10.0%
Sales	\$100,000	\$110,000	\$121,000	\$133,100	\$146,410
<b>Totals</b>	<b>\$100,000</b>	<b>\$110,000</b>	<b>\$121,000</b>	<b>\$133,100</b>	<b>\$146,410</b>

### Gross Profit

Year	2018	2019	2020	2021	2022
<b>Total</b>	<b>\$8,900,000</b>	<b>\$10,690,000</b>	<b>\$12,515,000</b>	<b>\$14,271,940</b>	<b>\$15,987,235</b>



Proforma Profit and Loss (Yearly)			
Year	2018	2019	2020
<b>Sales</b>	\$9,000,000	\$10,800,000	\$12,636,000
Cost of Goods Sold	\$100,000	\$110,000	\$121,000
Gross Margin	98.89%	98.98%	99.04%
<b>Operating Income</b>	\$8,900,000	\$10,690,000	\$12,515,000

Expenses			
Payroll	\$939,992	\$1,820,200	\$2,381,691
General and Administrative	\$2,500,000	\$2,600,000	\$2,704,000
Marketing Expenses	\$1,000,000	\$1,200,000	\$1,400,000
Professional Fees and Licensure	\$10,000	\$10,000	\$10,000
Insurance Costs	\$150,000	\$157,500	\$165,375
Fuel and Maintenance Costs	\$57,596	\$63,356	\$69,691
Rent and Utilities	\$500,000	\$525,000	\$551,250
Miscellaneous Costs	\$100,000	\$129,600	\$151,632
Payroll Taxes	\$140,999	\$273,030	\$357,254
<b>Total Operating Costs</b>	<b>\$5,398,587</b>	<b>\$6,778,686</b>	<b>\$7,790,893</b>

<b>EBITDA</b>	<b>\$3,501,413</b>	<b>\$3,911,314</b>	<b>\$4,724,107</b>
Federal Income Tax	\$1,155,466	\$977,829	\$1,181,027
Interest Expense	\$0	\$0	\$0
Depreciation Expenses	\$37,143	\$37,143	\$37,143

<b>Net Profit</b>	<b>\$2,308,804</b>	<b>\$2,896,343</b>	<b>\$3,505,938</b>
<b>Profit Margin</b>	<b>25.65%</b>	<b>26.82%</b>	<b>27.75%</b>

Proforma Profit and Loss (Yearly)			
Year	2018	2019	2020
<b>Sales</b>	\$9,000,000	\$10,800,000	\$12,636,000
<b>Operating Costs</b>	\$5,398,587	\$6,778,686	\$7,790,893
<b>EBITDA</b>	\$3,501,413	\$3,911,314	\$4,724,107
<b>Taxes, Interest, and Depreciation</b>	\$1,192,609	\$1,014,971	\$1,218,170
<b>Net Profit</b>	\$2,308,804	\$2,896,343	\$3,505,938

Profit and Loss Statement (2018)							
Months	1	2	3	4	5	6	7
<b>Sales</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$650,000</b>	<b>\$650,000</b>
Cost of Goods Sold	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Gross Margin	84.6%	84.6%	84.6%	84.6%	84.6%	84.6%	84.6%

<b>Operating Income</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$550,000</b>
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**Expenses**

Payroll	\$78,333	\$78,333	\$78,333	\$78,333	\$78,333	\$78,333	\$78,333
General and Administrative	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333
Marketing Expenses	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333
Professional Fees and Licensure	\$833	\$833	\$833	\$833	\$833	\$833	\$833
Insurance Costs	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
Fuel and Maintenance Costs	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Rent and Utilities	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667
Miscellaneous Costs	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
Payroll Taxes	\$11,750	\$11,750	\$11,750	\$11,750	\$11,750	\$11,750	\$11,750
<b>Total Operating Costs</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>

<b>EBITDA</b>	<b>\$100,118</b>	<b>\$100,118</b>	<b>\$100,118</b>	<b>\$100,118</b>	<b>\$100,118</b>	<b>\$100,118</b>	<b>\$100,118</b>
Federal Income Tax	\$83,450	\$83,450	\$83,450	\$83,450	\$83,450	\$83,450	\$83,450
State Income Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation Expense	\$3,095	\$3,095	\$3,095	\$3,095	\$3,095	\$3,095	\$3,095

<b>Net Profit</b>	<b>\$13,572</b>	<b>\$13,572</b>	<b>\$13,572</b>	<b>\$13,572</b>	<b>\$13,572</b>	<b>\$13,572</b>	<b>\$13,572</b>
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Profit and Loss Statement (2018 Year Cont.)						
Month	8	9	10	11	12	2018
<b>Sales</b>	<b>\$650,000</b>	<b>\$950,000</b>	<b>\$950,000</b>	<b>\$950,000</b>	<b>\$950,000</b>	<b>\$9,000,000</b>
Cost of Goods Sold	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,200,000
Gross Margin	84.6%	89.5%	89.5%	89.5%	89.5%	86.7%
<b>Operating Income</b>	<b>\$550,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$850,000</b>	<b>\$8,900,000</b>
<b>Expenses</b>						
Payroll	\$78,333	\$78,333	\$78,333	\$78,333	\$78,333	\$939,992
General and Administrative	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$2,500,000
Marketing Expenses	\$83,333	\$83,333	\$83,333	\$83,333	\$83,333	\$1,000,000
Professional Fees and Licensure	\$833	\$833	\$833	\$833	\$833	\$10,000
Insurance Costs	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$150,000
Fuel and Maintenance Costs	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$57,596
Rent and Utilities	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$500,000
Miscellaneous Costs	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$100,000
Payroll Taxes	\$11,750	\$11,750	\$11,750	\$11,750	\$11,750	\$140,999
<b>Total Operating Costs</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$449,882</b>	<b>\$5,398,587</b>
<b>EBITDA</b>	<b>\$100,118</b>	<b>\$400,118</b>	<b>\$400,118</b>	<b>\$400,118</b>	<b>\$400,118</b>	<b>\$3,501,413</b>
Federal Income Tax	\$83,450	\$121,966	\$121,966	\$121,966	\$121,966	\$1,155,466
State Income Tax	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation Expense	\$3,095	\$3,095	\$3,095	\$3,095	\$3,095	\$37,143
<b>Net Profit</b>	<b>\$13,572</b>	<b>\$275,057</b>	<b>\$275,057</b>	<b>\$275,057</b>	<b>\$275,057</b>	<b>\$2,308,804</b>



Profit and Loss Statement (2018)					
2019					
Quarter	Q1	Q2	Q3	Q4	2019
<b>Sales</b>	\$2,160,000	\$2,700,000	\$2,916,000	\$3,024,000	\$10,800,000
Cost of Goods Sold	\$22,000	\$27,500	\$29,700	\$30,800	\$110,000
Gross Margin	99.0%	99.0%	99.0%	99.0%	99.0%

<b>Operating Income</b>	<b>\$2,138,000</b>	<b>\$2,672,500</b>	<b>\$2,886,300</b>	<b>\$2,993,200</b>	<b>\$10,690,000</b>
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**Expenses**

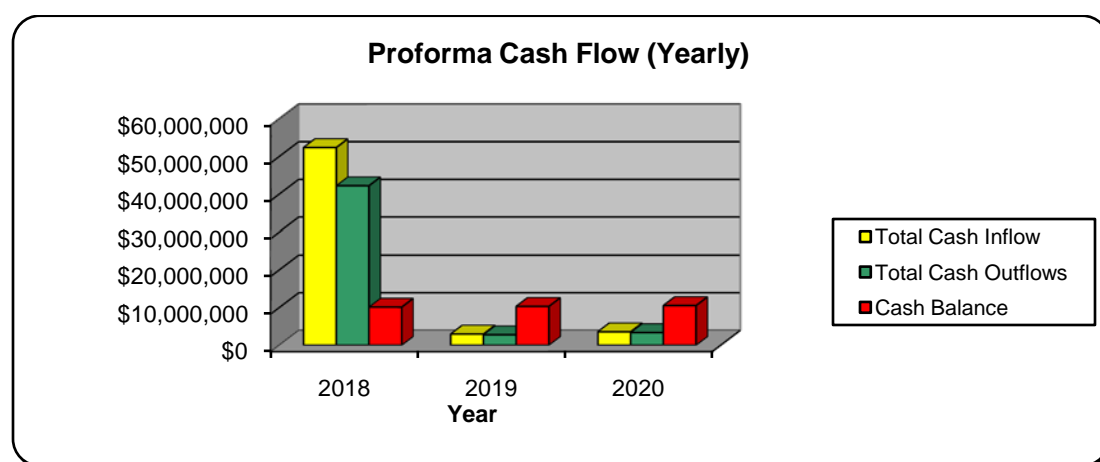
Payroll	\$364,040	\$455,050	\$491,454	\$509,656	\$1,820,200
General and Administrative	\$520,000	\$650,000	\$702,000	\$728,000	\$2,600,000
Marketing Expenses	\$240,000	\$300,000	\$324,000	\$336,000	\$1,200,000
Professional Fees and Licensure	\$2,000	\$2,500	\$2,700	\$2,800	\$10,000
Insurance Costs	\$31,500	\$39,375	\$42,525	\$44,100	\$157,500
Fuel and Maintenance Costs	\$12,671	\$15,839	\$17,106	\$17,740	\$63,356
Rent and Utilities	\$105,000	\$131,250	\$141,750	\$147,000	\$525,000
Miscellaneous Costs	\$25,920	\$32,400	\$34,992	\$36,288	\$129,600
Payroll Taxes	\$54,606	\$68,258	\$73,718	\$76,448	\$273,030
<b>Total Operating Costs</b>	<b>\$1,355,737</b>	<b>\$1,694,671</b>	<b>\$1,830,245</b>	<b>\$1,898,032</b>	<b>\$6,778,686</b>

<b>EBITDA</b>	<b>\$782,263</b>	<b>\$977,829</b>	<b>\$1,056,055</b>	<b>\$1,095,168</b>	<b>\$3,911,314</b>
Federal Income Tax	\$195,566	\$244,457	\$264,014	\$273,792	\$977,829
State Income Tax	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0
Depreciation Expense	\$9,286	\$9,286	\$9,286	\$9,286	\$37,143

<b>Net Profit</b>	<b>\$577,411</b>	<b>\$724,086</b>	<b>\$782,755</b>	<b>\$812,090</b>	<b>\$2,896,343</b>
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Profit and Loss Statement (2019)					
2020					
Quarter	Q1	Q2	Q3	Q4	2020
<b>Sales</b>	\$2,527,200	\$3,159,000	\$3,411,720	\$3,538,080	\$12,636,000
Cost of Goods Sold	\$24,200	\$30,250	\$32,670	\$33,880	\$121,000
Gross Margin	99.0%	99.0%	99.0%	99.0%	99.0%
<b>Operating Income</b>	<b>\$2,503,000</b>	<b>\$3,128,750</b>	<b>\$3,379,050</b>	<b>\$3,504,200</b>	<b>\$12,515,000</b>
<b>Expenses</b>					
Payroll	\$476,338	\$595,423	\$643,057	\$666,873	\$2,381,691
General and Administrative	\$540,800	\$676,000	\$730,080	\$757,120	\$2,704,000
Marketing Expenses	\$280,000	\$350,000	\$378,000	\$392,000	\$1,400,000
Professional Fees and Licensure	\$2,000	\$2,500	\$2,700	\$2,800	\$10,000
Insurance Costs	\$33,075	\$41,344	\$44,651	\$46,305	\$165,375
Fuel and Maintenance Costs	\$13,938	\$17,423	\$18,817	\$19,514	\$69,691
Rent and Utilities	\$110,250	\$137,813	\$148,838	\$154,350	\$551,250
Miscellaneous Costs	\$30,326	\$37,908	\$40,941	\$42,457	\$151,632
Payroll Taxes	\$71,451	\$89,313	\$96,458	\$100,031	\$357,254
<b>Total Operating Costs</b>	<b>\$1,558,179</b>	<b>\$1,947,723</b>	<b>\$2,103,541</b>	<b>\$2,181,450</b>	<b>\$7,790,893</b>
<b>EBITDA</b>	<b>\$944,821</b>	<b>\$1,181,027</b>	<b>\$1,275,509</b>	<b>\$1,322,750</b>	<b>\$4,724,107</b>
Federal Income Tax	\$236,205	\$295,257	\$318,877	\$330,688	\$1,181,027
State Income Tax	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0
Depreciation Expense	\$9,286	\$9,286	\$9,286	\$9,286	\$37,143
<b>Net Profit</b>	<b>\$699,330</b>	<b>\$876,484</b>	<b>\$947,346</b>	<b>\$982,777</b>	<b>\$3,505,938</b>

Proforma Cash Flow Analysis - Yearly			
Year	2018	2019	2020
Cash From Operations	\$2,345,947	\$2,933,486	\$3,543,080
Cash From Receivables	\$0	\$0	\$0
<b>Operating Cash Inflow</b>	<b>\$2,345,947</b>	<b>\$2,933,486</b>	<b>\$3,543,080</b>
<b>Other Cash Inflows</b>			
ICO Investment	\$50,000,000	\$0	\$0
<b>Total Other Cash Inflows</b>	<b>\$50,000,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Cash Inflow</b>	<b>\$52,345,947</b>	<b>\$2,977,073</b>	<b>\$3,593,206</b>
<b>Cash Outflows</b>			
Asset Purchases	\$40,600,000	\$733,371	\$885,770
Retained Earnings	\$1,642,163	\$2,053,440	\$2,480,156
<b>Total Cash Outflows</b>	<b>\$42,242,163</b>	<b>\$2,786,812</b>	<b>\$3,365,926</b>
<b>Net Cash Flow</b>	<b>\$10,141,686</b>	<b>\$190,262</b>	<b>\$227,279</b>
<b>Cash Balance</b>	<b>\$10,141,686</b>	<b>\$10,331,948</b>	<b>\$10,559,227</b>



## FORWARD LOOKING STATEMENTS

This Memorandum contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which reflect the Officer(s)'s current judgment on certain issues. Those statements appear in a number of places in this Memorandum and in the documents incorporated by reference, if any, and may include statements regarding, among other matters, the Company's growth opportunities and other factors affecting the Company's financial condition or results of operations. Because such statements apply to future events, they are subject to risks and uncertainties that could cause the actual results to differ materially from those anticipated in this Memorandum. Important factors that could cause actual results to differ materially include, but are not limited to: as fluctuations in interest rates,

changes in global credit and derivatives markets, revisions to laws pertaining to the rating of corporate obligations, changes in local and national unemployment rates, variations in the local and national economy and occurrences of natural disasters or other such disasters. Actual results may differ materially from these statements as a result of risk factors inherent in the Company's business, industry, or other factors. Risk factors that are applicable to the Company are more fully described below.

**IMPORTANT NOTICE TO ALL INVESTORS:**  
**RISK FACTORS**

**THE INVESTMENT OFFERED HEREBY IS HIGHLY SPECULATIVE, AND PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM.**

**Lack of Liquidity.**

The Securities are being offered without registration under the Securities Act, in reliance upon an exemption contained in Section 4(2) of the Securities Act and/or Regulation D Rule 506(c) under the Securities Act. Certain restrictions on transferability will preclude disposition and transfer of Securities other than pursuant to an effective registration statement or in accordance with an exemption from registration contained in the Securities Act. In light of the restrictions imposed on a transfer of the Securities in the Company's Digital Coins (ERC20) Tokens should be viewed as illiquid and subject to risk.

**The determination of the amount of the offering has been arbitrarily determined by the Officer(s).**

The amount of the Securities of the Company offered hereby has been arbitrarily determined by the Officer(s) and is not based on the Company's book value, assets, earnings or any other recognizable standard of value. As such, no prospective investor should infer that the Officer(s) has chosen to offer the amount of Securities described herein because of the Company's assets or book value. If profitable results are not achieved from the Company's operations, of which there can be no assurance, the Company may not have sufficient resources to continue its operations.

There is no public market for the Securities described herein, and the company expects a market to develop for the Securities in the future through resale registration statement. The Securities are not currently registered under the Securities Act or the securities laws of any other appropriate jurisdiction in reliance on exemptions from such registration requirements.

The Securities may not be resold or otherwise transferred unless the Securities are later registered under the Securities Act or the securities laws of any other appropriate jurisdiction, or unless an exemption from such registration requirements is available. Accordingly, an investor may be unable to liquidate an investment in the Securities and should be prepared to bear the economic risk of an investment in the Securities for an indefinite period. In addition, an investor should be able to withstand the total loss of his/her or its investment.

**The Securities are being offered by the Company on a “best efforts” basis and no minimum amount of proceeds is required to be raised before the Company may use the proceeds of this Offering.**

No assurance can be given that all or any specific portion of Securities offered hereby will be sold. The description of “Use of Proceeds” set forth herein shows the proposed use of the net proceeds assuming the sale of all of the Securities offered hereby. To the extent that less than all of offered hereby are sold, the Company will need to adjust its investment strategy to compensate for the reduction in receipt of funds. (See “USE OF PROCEEDS”).

**There is no minimum capitalization applicable to the offering.**

The Company does not have a minimum capitalization, and it may use the proceeds from the issuance of the Securities once the corresponding subscription agreements are accepted. The Company may only raise a minimum of capital, which could leave it with insufficient capital to implement its business plan effectively. There can be no assurance that alternative capital or financing would be available.

**Risk that offering exemptions are not available.**

In making this Offering, the Company is relying upon the availability Rule 506 (c) of Regulation D to exempt its offerings from registration under the Securities Act. If the private placement exemptions relied upon is not available to the Company and/or its Officer(s) for any reason, the Company and its Officer(s) may be required to offer to the investors the right to rescind their purchase of the Digital Coins (ERC20) Tokens, which could have a material adverse effect on the Company, its business, and its financial condition. There is also no assurance that the Company and/or its Officer(s) would have adequate funds to repay its coin holders if rescission were required. Any related litigation with the Securities and Exchange Commission or other state, federal or local agencies or parties would also have a material adverse impact on the Company.

**The Company will be subject to substantial fees and expenses regardless of the profitability of the Company.**

The Company will pay various expenses related to its ongoing operations regardless of whether or not the Company's is profitable. These expenses will require that the Company's operations generate sufficient revenues in excess of these expenses.

**Financial projections provided may prove inaccurate.**

Financial projections concerning the estimated operating results of the Company may be prepared by the Company's Officer(s). These projections would be based on certain assumptions which may prove to be inaccurate and which are subject to future conditions which may be beyond the control of the Officer(s). The Company has a limited operating history. The Company may experience unanticipated costs, or anticipated agreements or contracts may not materialize, resulting in lower revenues than forecast. There is no assurance that the results that may be illustrated in financial projections would in fact be realized by the Company. The financial projections would be prepared by the Officer(s) of the Company and would not be examined or compiled by independent certified public accountants. Accordingly, neither independent certified public accountants nor counsel to the Company could provide any level of assurance on them.

**The Company is entirely dependent on its Officer(s).**

The company's officers to make all decisions with respect to the Company's assets, including investment decisions and the day-to-day operations of the Company. Other than as specified in the Company's Articles of Incorporation, By-laws the coin holders have no right or power to take part in the management of the Company. As a result, the success of the Company for the foreseeable future will depend largely upon the ability of Officer(s) of the company. Ricky Bernard is the company's only officer and director and he controls the majority of the company stock ownership.

**PROSPECTIVE INVESTORS ARE HEREBY ADVISED THAT THE SUCCESS OF PREVIOUS VENTURES UNDERTAKEN BY THE COMPANY'S OFFICER CANNOT BE CONSTRUED AS A GUARANTEE OF THE SUCCESS OF THE VENTURE OUTLINED HEREIN.**

**The Company may not achieve its goals and objectives.**

While the company's officer believes that its experience and relationships will moderate this risk to some degree, no representation is made that the Company's operating strategy or business plan will be successful.

**The Company may become subject to litigation.**

There are many risks incident to the company's operations that may give rise to litigation. For example, the Company may be named as a defendant in a lawsuit or regulatory action. The Company may also incur uninsured losses for liabilities which arise in the ordinary

course of business, or which are unforeseen, including, but not limited to, employment liability and business loss claims. There is no assurance that investors will not lose their entire investment in the Company as a result of unforeseen litigation.

**The Company will indemnify its Officer(s).**

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold its Officer(s) and its principals harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of its gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreements, then the portion of its assets expended for such purpose would reduce the amount otherwise available for the implementation of its business plan.

**There may be changes in laws applicable to the Company.**

The Company must comply with various legal requirements, including requirements imposed by the state and federal securities laws, pension laws and state licensing requirements. Should any of those laws change, the legal requirements to which the Company may be subject could differ materially from current requirements.

**The Company may face adverse tax consequences.**

While the Company is advised in tax matters by its accountants, the Internal Revenue Service (the "IRS") may not accept the tax positions taken by the Company.

**The Company could be audited by the Internal Revenue Service.**

The IRS could audit the Company's information and adjustments to the Company's tax returns could occur as a result. Any such adjustment could result in the Company paying additional tax, interest and penalties, as well as incremental accounting and legal expenses.

**Considerations for ERISA investors.**

Most pension or profit-sharing plans, individual retirement accounts and tax-advantaged retirement Company s are subject to provisions of the Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), or both, which may be relevant to a decision as to whether such plans should invest in the Company . There may, for example, be issues as to whether such an investment is "prudent" or a "prohibited transaction." An investment in the Company may result in "unrelated business income." Legal counsel should be consulted by such a retirement before investing in the Company . (See "ERISA CONSIDERATIONS").

**The funds raised through the Offering may be inadequate to implement the Company's business plan.**

The Company will have limited capital available to it, to the extent that the Company raises capital from this Offering. The Company's business plan is based in part on the assumption that this Offering will be fully subscribed. If the Offering is less than fully subscribed, the Company will be required to alter its current business plan to account for the reduction in available funds, which may have an adverse impact on the Company's ability to implement and maximize its business plans.

**The Company may suffer uninsured losses.**

The company may incur certain types of losses of a catastrophic nature, such as losses resulting from floods, tornadoes, thunderstorms, and earthquakes, are uninsurable or not economically insurable to the full extent of potential loss. Such Acts of God, work stoppages, regulatory actions or other causes, could adversely affect the Company's business, results of operations, and profitability.

**Risks related to terrorist attack, war or natural disaster.**

The operations of the Officer(s), the Company, and counterparties with which the Officer(s), do business with could be severely disrupted in the event of a major terrorist attack or the outbreak, continuation or expansion of war or other hostilities. Additionally, a serious pandemic, such as avian influenza, or a natural disaster, such as a hurricane, could severely disrupt the global economy.

## **RISK FACTORS**

**THE FOLLOWING RISK FACTORS UNIQUE TO THE COMPANY'S OPERATIONS AND BUSINESS PLAN SHOULD BE CAREFULLY CONSIDERED IN EVALUATING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY.**

***We may not be able successfully to finance and manage expansion of our business.***

We intend to grow by leasing or purchasing vehicles, hiring additional contract drivers and acquiring non-emergency medical, ambulance service providers and by acquiring businesses similar to ours. Doing so will require substantial capital may place significant demands on our management. We may not be able to raise the required capital and our current management skills and systems may not enable us to implement our growth strategy. Further, we may not be able complete acquisitions or integrate them successfully into our existing business. Finally, we will require additional members of management to implement our growth strategy and we may not be able to attract and retain them.



***Adverse capital and credit market conditions may significantly affect our access to capital and cost of capital.***

Capital and credit markets have experienced significant volatility in recent years. In many cases, these markets have exerted downward pressure on the availability of liquidity and credit capacity for issuers. We need liquidity for future growth and development of our business. Without sufficient liquidity, we may not be able to purchase additional lots or develop projects, which could adversely affect our financial results.

***If we do not effectively implement measures to provide our services, we may not achieve sustained revenues and investors could lose their entire investments.***

We are a development stage company. Our sales and marketing efforts may not achieve intended results and therefore may not generate the revenue we hope to achieve. There can be no assurance that our operations will be successful. If we are not able to successfully address markets for our services, we may not be able to grow our business, compete effectively or achieve profitability.

***If we are unable to successfully manage growth, our operations could be adversely affected.***

Our progress is expected to require the full utilization of our management, financial and other resources, which to date has occurred with limited working capital. Our ability to manage growth effectively will depend on our ability to improve and expand operations, including our financial and management information systems, and to recruit, train and manage sales personnel. There can be no assurance that management will be able to manage growth effectively.

If we do not properly manage the growth of our business, we may experience significant strains on our management and operations and disruptions in our business. Various risks arise when companies and industries grow quickly. If our business or industry grows too quickly, our ability to meet customer demand in a timely and efficient manner could be challenged. Our failure to properly manage the growth that we or our industry could experience may negatively impact our ability to execute on our plan of operations and, accordingly, could have an adverse impact on our business, our cash flow and results of operations, and our reputation with our current or potential customers.

***Our principal officers have no experience in managing a public company, which increases the risk that we will be unable to establish and maintain all required controls and procedures and internal controls over financial reporting and meet the public reporting and the financial requirements for our business.***

Our management has a legal and fiduciary duty to establish and maintain disclosure controls and control procedures in compliance with the securities laws, including the requirements mandated by the Securities Exchange Act of 1934 (as amended, the “Exchange Act”) and the Sarbanes-

Oxley Act of 2002 (“Sarbanes-Oxley”). Although our officers have substantial business experience, they have no experience in managing a public company. The standards that must be met for management to assess the internal control over financial reporting as effective are complex, and require significant documentation, testing and possible remediation to meet the detailed standards. Because our officers have no experience with the management of a public company, we may encounter problems or delays in completing activities necessary to make an assessment of our internal control over financial reporting, and disclosure. If we cannot assess our internal control over financial reporting as effective or provide adequate disclosure controls or implement sufficient control procedures, investor confidence and coin value may be negatively impacted.

***We may become subject to claims which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.***

We may become subject to claims, principally for personal injury, which could harm our business, prospects, operating results and financial condition. A claim against us could require us to pay a substantial monetary award, could generate substantial negative publicity about us and our business, and have a material adverse effect on our business, prospects and financial results. We may not be able to continue to secure insurance coverage on commercially acceptable terms or at reasonable cost, particularly if we face liability and are make a claim under a policy. We have not experienced difficulty in obtaining insurance coverage at acceptable rates, but there can be no assurance that it will continue to be able to do so.

***We are obligated to develop and maintain proper and effective internal control over financial reporting. We may not be able to establish and maintain an effective system of internal control, complete our analysis of our internal control over financial reporting in a timely manner or internal controls may not be determined to be effective. If we fail to do so, we may not be able to report our financial results accurately or prevent fraud. Any inability to report and file our financial results accurately and timely could harm our reputation and adversely impact the price of Digital Coins (ERC20) Tokens.***

We are required, pursuant to Section 404 of Sarbanes-Oxley, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting, as well as a statement that our independent registered public accounting firm has issued a on the effectiveness of our internal control over financial reporting.

Complying with Section 404 requires a rigorous compliance program as well as adequate time and resources. As a result of limited management time, we may not be able to complete our internal control evaluation, testing and any required remediation in a timely fashion. Additionally, if we identify one or more material weaknesses in our internal control over financial reporting, we may be unable to assert that our internal controls are effective. If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion on the

effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which could have a material adverse effect on the price of the Digital Coins (ERC20) Tokens.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result of our small size insufficient manpower, we may have and may continue to have internal control deficiencies may adversely affect our financial condition, results of operations and access to capital. We have carried out an evaluation under our principal executive officer Ricky Bernard and principal financial officer Ricky Bernard, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period ended September 30, 2017, and have concluded that our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of September 30., 2017, our internal controls over financial reporting were not effective at the reasonable assurance level:

(i) We do not have written documentation of our internal control policies and procedures.

Written documentation of key internal controls over financial reporting is a requirement of Section 404 of Sarbanes-Oxley, which is applicable to us for the year ended June 30, 2014. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

(ii) We do not have sufficient resources in our accounting function, which restricts our ability to gather, analyze and properly review information related to financial reporting in a timely manner. In addition, due to our size and nature, segregation of all conflicting duties may not always be possible and may not be economically feasible. However, to the extent possible, the initiation of transactions, the custody of assets and the recording of transactions should be performed by separate individuals. Management has evaluated the impact of our failure to have segregation of duties on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

(iii) We have inadequate controls to ensure that information necessary to properly record transactions is adequately communicated on a timely basis from non-financial personnel to those responsible for financial reporting. Management evaluated the impact of the lack of timely communication between non-financial and financial personnel on our assessment of our reporting controls and procedures and has concluded that the control deficiency represented a material weakness.

(iv) We have determined that our oversight over our external financial reporting and internal control over our financial reporting is ineffective.

***Our common stock is quoted on the OTC Pink tier of quotations maintained by OTC Market Group Inc. (“OMG”), which may limit the liquidity and price of the common stock more than if it were quoted or listed on a national securities exchange.***

The common stock is quoted on the OTC Pink tier of quotations maintained by OMG (“OTC Pink”), which provides a significantly more limited market and may limit the liquidity and price of the common stock more greatly than would be the case if it were listed or quoted on a national securities exchange. Some investors may perceive the common stock to be less attractive because it is quoted on OTC Pink. In addition, as a company whose coins are thus quoted, we may not attract the extensive analyst coverage that is received by companies listed or quoted elsewhere. Further, institutional and other investors may have investment guidelines that restrict or prohibit their investing in securities that are not quoted on a national securities exchange. These factors may have an adverse impact on the trading and price of the common stock and a long-term adverse impact on our ability to raise capital.

***The Company is unlikely to attract the attention of major brokerage firms.***

Securities analysts of major brokerage firms are not likely to provide coverage of the Company since there is little incentive to brokerage firms to recommend the purchase of our common stock. In addition, brokerage firms are unlikely to be interested in conducting secondary offerings on behalf of the Company or in privately placing the Company’s securities with their customers.

***The market price of the common stock may decrease due to factors beyond our control.***

The securities markets, and in particular the market for securities quoted on OTC Pink or OTCQB, have from time to time experienced extreme price and volume fluctuations which have often been unrelated to the financial performance of the companies listed or quoted thereon. These fluctuations may adversely affect the market price of the common stock and make it more difficult for the Company to sell equity, or equity-related securities at a price that the Company deems appropriate. The market price of the common stock may also fluctuate significantly in response to a number of factors, many of which are unpredictable or beyond our control, regardless of our actual performance. Among these factors are: variations in our quarterly operating results; changes in general economic conditions; changes in market valuations of similar companies; announcements by us or our competitors of significant new contracts, acquisitions, strategic partnerships or joint ventures, or capital commitments; loss of a major supplier, customer, partner or joint venture participant; and the addition or loss of key management personnel. As a result, holders of common stock may be unable to sell their shares, or may be forced to sell them at a loss.

***The market price for the Digital Coins (ERC20) Tokens may be particularly volatile given the Company’s status as a relatively unknown company the coins of which have been and may continue to be thinly traded, and that has a limited operating history, a lack of profits and an uncertain future. Investors may be unable to sell the Digital Coins (ERC20) Tokens at or above their purchase price, which may result in substantial losses.***

The market for the Digital Coins (ERC20) Tokens may be subject to significant price volatility for the indefinite future for a number of reasons. The Digital Coins (ERC20) Tokens has historically been very thinly traded and such trading has been extremely limited, sporadic and highly volatile. If this level of activity persists, the trading of relatively small quantities of coins may disproportionately affect their price. Also, the price for the Digital Coins (ERC20) Tokens could decline precipitously in the event that a large number of coins were offered or sold without commensurate demand. In addition, the Digital Coins (ERC20) Tokens is a speculative or “risky” investment due to the Company’s limited operating history, the Company’s lack of profits and its uncertain future. As a consequence, investors may be inclined to sell their coins more quickly and at lower prices than would be the case with the Coins of a less risky issuer. We can make no predictions as to the future prices for coins of the Digital Coins (ERC20) Tokens.

In light of the fact that trading in the Digital Coins (ERC20) Tokens has been sporadic, we believe that there is not an effective public for the Digital Coins (ERC20) Tokens or that dealer quotation for these coins will necessarily continue at their present levels.

***No Dividends. The Company does not intend to pay cash dividends for the foreseeable future and investors must rely on increases in the market price of the Digital Coins (ERC20) Tokens for returns on their investment. Investors seeking cash dividends should not purchase the Digital Coins (ERC20) Tokens.***

For the foreseeable future, the Company intends to retain its earnings, if any, to finance the development and expansion of our business, and the Company does not anticipate paying cash dividends on the Digital Coins (ERC20) Tokens. Accordingly, investors must be prepared to rely on sales of their Digital Coins (ERC20) Tokens, after any price appreciation, to earn an investment return, but no assurance can be given that the price of the Digital Coins (ERC20) Tokens will appreciate or, if it does, that it will remain at or rise above the level to which it has appreciated. As indicated in other risk factors, it is unlikely that the price of the Digital Coins (ERC20) Tokens will appreciate in the near or medium term.

***The Company will be subject to penny stock regulations and restrictions and investors may have difficulty selling coins their Digital Coins (ERC20) Tokens.***

The SEC has adopted regulations which generally define a “penny stock” as an equity security that has a market price of less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exemptions. The Company expects that initially and for an undeterminable period, the Digital Coins (ERC20) Tokens will be classified as a “penny stock,” and that transactions in the Digital Coins (ERC20) Tokens may be subject to Rule 15g-9 under the Exchange Act, or the so-called “Penny Stock Rule,” which imposes additional sales practice requirements on broker-dealers that sell such securities to persons other than established customers and “accredited investors” (generally, individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000, or \$300,000 together with their spouses). For transactions subject to Rule 15g-9, a broker-dealer must make a special suitability determination for the purchaser and receive the purchaser’s written consent to the transaction prior to sale. As a result, this rule may affect the ability of broker-dealers to effectuate trades in or sell, and in turn the ability of shareholders to sell, the Digital Coins (ERC20) Tokens.

For any transaction involving a penny stock, unless exempt, a disclosure schedule prepared by the SEC relating to the penny stock market must be delivered prior to any transaction. Disclosure is also required to be made about sales commissions payable to both the broker-dealer and the registered

representative and current quotations for the securities. Finally, monthly statements are required to be sent disclosing recent price information for the penny stock held in the account and information as to the limited market for penny stock.

There can be no assurance that the common stock would qualify for exemption from the Penny Stock Rule. In any event, even if the common stock were to be exempt from the common stock Rule, Section 15(b)(6) of the Exchange Act, which gives the SEC the authority to restrict any person from participating in a distribution of penny stocks if the SEC finds that such a restriction would be in the public interest, would be applicable.

***Since the Company will be an issuer of “penny stocks,” the protection provided by the federal securities laws relating to forward looking statements will not apply to us.***

Although federal securities laws provide a safe harbor for forward-looking statements made by a public company that files reports under the federal securities laws, this safe harbor is not available to issuers of penny stocks. As a result, since the Company will be an issuer of penny stock, it will not have the benefit of this safe harbor protection in the event of any legal action based upon a claim that the material provided by the Company contained a material misstatement of fact or was misleading in any material respect because of the Company’s failure to include any statements necessary to make the statements not misleading. Such an action could adversely affect our financial condition.

***The market price of the common stock may decrease due to factors beyond our control.***

The securities markets, and in particular the market for securities quoted on OTC Pink or OTCQB, have from time to time experienced extreme price and volume fluctuations which have often been unrelated to the financial performance of the companies listed or quoted thereon. These fluctuations may adversely affect the market price of the common stock and make it more difficult for the Company to sell equity, or equity-related securities at a price that the Company deems appropriate. The market price of the common stock may also fluctuate significantly in response to a number of factors, many of which are unpredictable or beyond our control, regardless of our actual performance. Among these factors are: variations in our quarterly operating results; changes in general economic conditions; changes in market valuations of similar companies; announcements by us or our competitors of significant new contracts, acquisitions, strategic partnerships or joint ventures, or capital commitments; loss of a major supplier, customer, partner or joint venture participant; and the addition or loss of key management personnel. As a result, holders of common stock may be unable to sell their shares, or may be forced to sell them at a loss.

***The market price for the Digital Coin (ERC20) Tokens may be particularly volatile given the Company’s status as a relatively unknown company the coins of which have been and may continue to be thinly traded, and that has a limited operating history, a lack of profits and an uncertain future. Investors may be unable to sell the Digital Coin (ERC20) Tokens at or above their purchase price, which may result in substantial losses.***

The market for the Digital Coin (ERC20) Tokens may be subject to significant price volatility for the indefinite future for a number of reasons. The Digital Coin (ERC20) Tokens has historically been very thinly traded and such trading has been extremely limited, sporadic and highly volatile. If this level of activity persists, the trading of relatively small quantities of coins may disproportionately

affect their price. Also, the price for the Digital Coin (ERC20) Tokens could decline precipitously in the event that a large number of coins were offered or sold without commensurate demand. In addition, the Digital Coin (ERC20) Tokens are a speculative or “risky” investment due to the Company’s limited operating history, the Company’s lack of profits and its uncertain future. As a consequence, investors may be inclined to sell their coins more quickly and at lower prices than would be the case with the Coins of a less risky issuer. We can make no predictions as to the future prices for coins of the Digital Coin (ERC20) Tokens.

In light of the fact that trading in the Digital Coin (ERC20) Tokens has been sporadic, we believe that there is not an effective public for the Digital Coin (ERC20) Tokens or that dealer quotation for these coins will necessarily continue at their present levels.

***No Dividends. The Company does not intend to pay cash dividends for the foreseeable future and investors must rely on increases in the market price of the Digital Coin (ERC20) Tokens for returns on their investment. Investors seeking cash dividends should not purchase the Digital Coin (ERC20) Tokens.***

For the foreseeable future, the Company intends to retain its earnings, if any, to finance the development and expansion of our business, and the Company does not anticipate paying cash dividends on the Digital Coin (ERC20) Tokens. Accordingly, investors must be prepared to rely on sales of their Digital Coin (ERC20) Tokens, after any price appreciation, to earn an investment return, but no assurance can be given that the price of the Digital Coin (ERC20) Tokens will appreciate or, if it does, that it will remain at or rise above the level to which it has appreciated. As indicated in other risk factors, it is unlikely that the price of the Digital Coin (ERC20) Tokens will appreciate in the near or medium term.

#### **Regulatory risk associated with an undeveloped and emerging body of law both in the United States and internationally:**

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens are sold, traded, offered and or registered. We have no way of predicting these risks and how they may affect your investment.

#### **Unexpected transfer restrictions resulting from new regulations:**

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens may be transferred or restricted from transfer. We have no way of predicting these risks and how they may affect your investment.

#### **Uncertain tax consequences relating to an investment in digital assets:**

There may be significant tax consequences relating to your investment in our initial coin offering due to uncertainty in what regulations may be implemented by federal regulators in the US and internationally that could affect how tokens may be taxed if any. We have no way of predicting these risks and how they may affect your investment.

**No guarantee that any digital token will be tradeable on any exchange:**

There are significant regulatory risks in our initial coin offering due to uncertainty in what regulations may be implemented by Federal regulators in the US and internationally that could affect how tokens are sold, traded, offered on any exchange. We have no way of predicting these risks and how they may affect your investment.

**Illiquidity and volatility of any cryptocurrency:**

Our tokens, cryptocurrency as referred to by some may be illiquid and highly volatile in pricing or trading.

**Main Protocol Risk:**

Many of the Network project technologies and Tokens will, at least initially, be based on the Bitcoin and the Ethereum protocols. Any malfunction, breakdown, forking or abandonment of these protocols may have a material adverse effect on the Network or the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present fundamental risks to the value of such protocols.

**Risk of software weaknesses:**

The Network and the Tokens, the Contribution software and other involved software and technology and technical concepts and theories are likely to still be in an early development stage and unproven, and there is no normally no warranty that the process for receiving, use and ownership of Tokens will be uninterrupted or error-free and there is an inherent risk that the software, Network, Tokens and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the partial or complete: loss of Tokens; inability to use Tokens; and/or lack of usefulness of Tokens.

**Risk of blockchain mining attacks:**

As with other public blockchain based systems that depend upon independent miners, any Network may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Network, the TIE, Contributors, the expected proper execution and sequencing of Tokens transactions, and expected proper execution and sequencing of software computations.

**Cryptocurrency and volatility:**

The TIE may wish to store or convert cryptocurrency contributions into one or more fiat and/or alternative cryptocurrencies and there could be significant difficulties in making and managing such cryptocurrencies and funds including relating to the lack of ready convertibility between



fiat currencies, cryptocurrencies and Tokens and the difficulty in being able to deal with such assets via traditional market counterparties and intermediaries. If the value of cryptocurrencies fluctuate unfavourably during or after the Token Sale, the TIE may not be able to fund development, or may not be able to develop or maintain the Network in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of cryptocurrencies, including but not limited to another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

### **Risk of loss of your credentials:**

If your own crypto-wallet credentials are lost or stolen, the obtained Tokens associated with any Contribution will be unrecoverable and will be permanently lost. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your wallet. Accordingly, loss of requisite private key(s) associated with your wallet will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and store Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens. Failure to precisely follow the procedures set forth in any Token sale documentation for buying and receiving Tokens, including, for instance, providing an incorrect wallet address, or providing an address that is not ERC-20 compatible, may result in the loss of your Tokens.

### **Cybercrime:**

The acquisition and management of cryptocurrencies and Tokens is inherently subject to the risk of cybercrime that is difficult to manage and mitigate. This may result in concerted attempts and even successful attempts to hack the Network, Token Sale process and the Sites and software used to manage contributions received in respect of Tokens and other software or technology components and to defraud Contributors and the TIE and the Token Sale process may be subject unauthorised access, hacking and/or theft of some of cryptocurrency and Token assets. The TIE is unlikely to be required to insure the assets of the TIE or may find it too difficult to do so given commercial conditions for such insurance. Any unauthorised access or cybercrime may result in theft or loss or inability to access Contributions, impacting the ability to issue Tokens, the value of Tokens and may also impact the ability to develop and launch the Network.

### **Failure or Abandonment:**

The Token Sale event itself or the Network project may be fully or partially abandoned or required to be re-structured for a number of reasons or remain technologically or commercially unsuccessful, or be shut down for many reasons including e.g., lack of interest from industry and/or the public, changes in law or regulatory issues, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that any Tokens or rights to Token acquired by Contributors will have the value expected or any value at the time of realisation or use of any Tokens. Contributors should understand and accept that the

Contribution and/or the allocation, use and ownership of Tokens, carries significant risks that could lead to the Tokens being unusable or valueless particularly:

- a. as a means to exchange information, services and value with other Network participants; and
- b. given that that they are not normally capable of being exchanged or redeemed to the TIE in return for fiat or alternative cryptocurrencies.

### **Regulatory risk:**

There is a risk that the offer and or use of the Tokens could be prohibited under applicable securities law. DLT and blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications and token sales, which may be contrary to the structure of the Contribution process and which may, inter alia, result in substantial modifications of the Network and Token utility, including potential loss of Tokens or Token Value for Contributors. The TIE or any related entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction and/or use the Tokens or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions.

### **Risk of lack of statutory protection:**

Tokens do not represent deposits and are not subject to any statutory insurance or guarantees. In the event of insolvency of a TIE or related or associated party that provides the Network on which Tokens are intended to be used there will be no protection in place to receiver losses on Contributions or Tokens.

### **Risk of governance failure:**

Tokens normally confer no governance rights of any kind with respect to the Network or TIE. All decisions involving a TIE's (or related or associated party's) products or services will usually be made by the TIE or related or associated parties at their sole discretion and without engagement or consultation with Contributors, including, but not limited to, decisions to discontinue the Network or Token or to sell or liquidate the TIE. These decisions could adversely affect the Network and the utility of any Tokens you own. Whilst TIEs are subject to the normal legal, accounting and tax standards, they may be operated by persons with very limited actual business experience.

### **Risk of lack of oversight:**

Most token sales are not structured as an offer of securities or a promotion, invitation or solicitation for investment purposes or are not intended to do so. Unregulated Token sales are not

therefore intended to represent a security or similar legal interest. The terms applicable to unregulated contributions are not normally therefore subject to financial services offering requirements including in respect of documentation or prospectus formats that must meet certain standards required by law and market participants may not be subject to independent supervision. The impact on Contributors for investing in unregulated Tokens include that there is no independent review or oversight required by law, and the accounts of Token offerors may not be subject to audit requirements.

**Risk of a lack of a suitable legal remedy:**

In the event of a dispute as to whether: (i) Contributions have been appropriately used to meet any legally binding representations made in any Token sale documentation; (ii) the Network or Tokens have been developed within the scope of the legally binding representations or function as represented; (iii) the terms and conditions of the Token sale or exchange have been breached; or (iv) any other potential legal claim against a TIE or any related or associated third parties (Respondents), it may prove very difficult and costly for Contributors to assert their legal rights in their home jurisdiction (based on applicable law and jurisdiction and enforcement issues) or in the jurisdiction of the Respondents and this may dissuade Contributors from asserting their legal (including contractual and statutory) rights. In addition, even if a claim is brought it may prove difficult to distinguish between legally binding and enforceable contractual representations, warranties and terms from mere statements of the intended potential future use of a Token that are not sufficiently certain legally binding promises and representations. Terms and conditions of Token sales will also normally take significant care to warn Contributors about the many risks involved in Tokens, Token sales, and the viability of the underlying Network or platform on which Tokens are intended to be used and this may also make it very difficult to bring a claim successfully.

Contributors and all market participants are encouraged to do their own research and consider the following helpful risk warnings and advice on this sector (and particularly the regulatory status of token sales and the risk of loss of value and fraud) that have been issued by regulators in a number of jurisdictions:

**Gibraltar**

<http://www.fsc.gi/news/statement-on-initial-coin-offerings-250>

**UK**

<https://www.fca.org.uk/news/statements/initial-coin-offerings>

**USA**

[https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib\\_coinofferings](https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings)

## **CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus and the company business plan which may be considered a supplement to this information contains forward-looking statements, including, without limitation, in the sections captioned “Description of Business,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Plan of Operations,” and elsewhere. Any and all statements contained in this prospectus memorandum that are not statements of historical fact may be deemed forward-looking statements. Terms such as “may,” “might,” “would,” “should,” “could,” “project,” “estimate,” “pro-forma,” “predict,” “potential,” “strategy,” “anticipate,” “attempt,” “develop,” “plan,” “help,” “believe,” “continue,” “intend,” “expect,” “future,” and terms of similar import (including the negative of any of the foregoing) may be intended to identify forward-looking statements. However, not all forward-looking statements may contain one or more of these identifying terms. Forward-looking statements in this registration statement may include, without limitation, statements regarding (i) the plans and objectives of management for future operations, including plans or objectives relating to the development of our services, (ii) a projection of income (including income/loss), earnings (including earnings/loss) per coin, capital expenditures, dividends, capital structure or other financial items, (iii) our future financial performance, including any such statement contained in a discussion and analysis of financial condition by management or in the results of operations included pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”), and (iv) the assumptions underlying or relating to any statement described in points (i), (ii) or (iii) above.

The forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon our current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which we have no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, our inability to obtain adequate financing, the significant length of time associated with development of various aspects of our business and related insufficient cash flows and resulting illiquidity, our inability to expand our business, existing or increased competition, results of arbitration and litigation, Coins volatility and illiquidity, and our failure to implement our plans or strategies. A description of some of the risks and uncertainties that could cause our actual results to differ materially from those described by the forward-looking statements in this registration statement appears in the section captioned “Risk Factors” and elsewhere in this registration statement.

## **USE OF PROCEEDS**

The entire net proceeds from the sale of the Digital Coins (ERC20) Tokens will be deposited into the Company’s corporate custody account and will be available to the Company in accordance with the prospectus for general corporate purposes.

## **LIMITATIONS ON TRANSFERABILITY**

No present market exists for the Securities offered herein. The Securities have not been registered for sale under the Securities Act or registered or qualified under the securities laws of any state, in reliance upon available exemptions from such registration and qualification requirements. The exemptions from registration and/or qualification relied upon by the Company for this Offering may be dependent, in part, upon the “investment intent” of the investor and would not be available if any investor was acquiring the securities with a view to further sale or distribution. Accordingly, each investor when executing a Subscription Agreement for the Securities will be required to represent that the purchase is for investment, for such investor’s own account, and without any view to the sale or distribution thereof. The Securities cannot be resold unless they are subsequently registered and/or qualified, or there are available exemptions from such registration and/or qualification requirements. A restrictive legend will be placed on all certificates representing the Securities to insure the effectiveness of these restrictions. The Company reserves the right to require an opinion of legal counsel satisfactory to it regarding the availability of resale exemptions to be provided by a proposed seller of such securities. A registration rights agreement will be executed with investors to register coins purchased under this agreement.

**INVESTORS CONTEMPLATING A PURCHASE OF THE SECURITIES OFFERED HEREBY SHOULD SEEK THEIR OWN INDEPENDENT LEGAL ADVICE REGARDING THE EFFECT OF THESE RESTRICTIONS AND INVESTMENT REPRESENTATIONS.**

## **UNITED STATES ANTI-MONEY LAUNDERING PROGRAM**

As part of the United States Patriot Act (the “Patriot Act”), the Officer(s) is required to comply with stringent anti-money laundering provisions. In this regard, each Investor, as a condition to acceptance of his/her investment in the Company, will be required to represent:

- (i) That it will provide any information deemed necessary by the company’s officer in their sole discretion to comply with its anti-money laundering programs and related responsibilities from time to time;
- (ii) that is, and each of its beneficial owners is, (a) not an individual, entity or organization on any U.S. Office of Foreign Assets Control “watch list” and does not have any affiliation of any kind with such individual, entity or organization; (b) not a foreign shell bank; and (c) not a person or entity resident in or whose subscription Company s are transferred from or through a jurisdiction identified as non-cooperative by the U.S. Financial Action Task Force;

(iii) that the monies to be invested in the Company were not derived from any activities that may contravene U.S. or non-U.S. anti-money laundering laws or regulations; and

(iv) that it is not, and none of its beneficial owners are, a senior foreign political figure, an immediate family Partner of a senior foreign political figure or a close associate of a senior foreign political figure.

The Officer(s) may adopt additional procedures as the rules under the law are further clarified or amended.

The Officer(s) reserves the right to request such information as is necessary to verify the identity of a subscriber and the underlying beneficial owner of a subscriber's interest in the Company. In the event of delay or failure by the subscriber to produce any information required for verification purposes, the Officer(s) may refuse to accept a subscription or may cause the withdrawal of any such investor from the Company.

## **TERMS OF THE OFFERING**

**Quantum Medical Transport, Inc.**, a Delaware public company (the "Company") is offering up to Fifty Million Dollars (\$50,000,000) of Digital Coins (ERC20) Tokens (the "Digital Coins (ERC20) Tokens" or the "Securities"), to Accredited Investors, as that term is defined in Rule 506(c) promulgated under the Securities Act of 1933, as amended, (hereinafter, the "Securities Act") pursuant to Regulation D, Rule 506 of the Securities Act. This Confidential Private Placement Offering Memorandum (the "Memorandum") relates to the offer and sale (the "Offering") of up to Fifty Million Dollars (\$50,000,000) gross proceeds from the sale of Digital Coins (ERC20) Tokens (the "Digital Coins (ERC20) Tokens" or "Securities"). The minimum subscription amount is Twenty Five Thousand Dollars (\$25,000.00). The Digital Coins (ERC20) Tokens offered hereby are collectively referred to as the "Securities."

The amount of the securities of the Company offered hereby has been arbitrarily determined by the Officer(s) and is not based on the Company's book value, assets, earnings or any other recognizable standard of value. As such, no prospective investor should infer that the Company has chosen to offer the amount of securities described herein because of the Company needs capital to execute its business plan. If profitable results are not achieved from the Company's operations, of which there can be no assurance, the Company may not have sufficient resources to make acquisitions and continue operations.

There is no aggregate minimum requirement for the Offering to become effective. The Company reserves the right, subject to applicable securities laws, to begin applying "dollar one" of the proceeds from the Offering towards the uses as specifically set forth in this Memorandum. There is no escrow applicable to the Offering.

These Securities are suitable for investment only by prospective investors who meet the qualifications of an "Accredited Investor," as defined in Regulation D promulgated under the Securities Act, as described below under "Investor Suitability Standards."

### SUITABILITY STANDARDS

Investment in the securities of the Company involves substantial risk. There will be no public market for the securities. Also, sale or other disposition requires prior written consent of the Officer(s) until and such securities become registered under the federal and state securities laws. To the extent they do not become registered under the federal and state securities laws, the securities cannot be transferred unless they comply with one of the federal exemptions that permit the transfer of restricted securities and with the appropriate state securities laws. Accordingly, investment in the securities referred to in this memorandum is suitable only for person of adequate financial means who have no need for liquidity with respect to their investment and who are capable of suffering a loss of their entire investment in any securities purchased.

A suitable investor is one who meets the conditions set forth above and whom the Officer(s) immediately prior to sale and upon making reasonable inquiry, shall have reasonable grounds to believe, and does believe:

- 1) Is an **accredited investor** within the meaning of Regulation D promulgated under the Securities Act; Is acquiring the Securities for investment and not with a view to resale or distribution;
- 2) Can bear any economic risk incident to holding the Securities;
- 3) Recognizes the restrictions on transferability of the securities, has adequate means of providing for his current financial needs and possible personal contingencies, has no need for liquidity of this investment and has no reason to anticipate any change in his personal circumstances, financial or otherwise, which might cause him to attempt to resell or transfer his securities.
- 4) Is familiar with the nature and risks attending investments in privately offered securities, and has determined that the purchase of the securities is consistent with his forecasted income and investment objectives;
- 5) Is aware that no trading market for his securities is likely to exist at any time and that his securities will at no time be freely transferable unless the Securities are registered pursuant the federal securities laws; and,
- 6) Satisfies the applicable state law suitability requirements of the state of the investor's residence.

Each investor will also be required to represent that he has been furnished, has carefully read and has relied solely on the information contained in this Memorandum, including all exhibits, amendments and supplements hereto.

Further, Securities will be offered for sale only to persons who the Officer(s) has reasonable grounds to believe are qualified investors. The Officer(s) will request that prospective investors or their Purchaser Representative(s) complete a questionnaire and may require that such persons furnish other information.

Securities will be sold to "accredited investors" as that term is defined in 17 CFR § 230.501(a). Among the categories of persons who are defined as accredited investors in 17 CFR § 230.501(a) are the following: natural persons who have a personal net worth or joint net worth with a spouse (including homes, furnishings and automobiles) in excess of \$1,000,000; or natural persons who have had an annual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and who reasonably expect an income of the same level in the current year. Corporations, partnerships, trusts and other entities may be deemed accredited investors if all of their equity holders are accredited investors.

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose the foregoing paragraph, the principal residence of the investor must be valued at cost, including the cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances. In determining income, an investor should add to the investor's adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or KEOGH retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at gross income.

The suitability standards referred to above represent minimum suitability requirements for prospective purchasers, and the satisfaction of such standards by a prospective purchaser does not necessarily mean that the Securities are a suitable investment for such person. The Officer(s), in circumstances it deems appropriate, may modify such requirements.

The above-described representations from prospective investors will be reviewed to determine the suitability of the Securities of prospective investors, and the Officer(s) will have the right to refuse a subscription for the Securities if, in its discretion, it believes the prospective investor does not meet the applicable suitability standards or the Securities are otherwise an unsuitable investment for the prospective investor. Subscriptions will not necessarily be accepted in the order received by the Officer(s).

## **SUBSCRIPTION PROCEDURES**

In order to subscribe for the Securities offered hereby, each prospective investor will be required to deliver to the Officer(s), a check payable to **"Quantum Medical Transport,**



**Inc.,"** in the minimum amount of Twenty Five Thousand Dollars (\$25,000.00). In addition, the prospective investor must complete, execute, and deliver the following to the Officer(s):

(1) A dated and fully executed Subscription Agreement and Confidential Purchaser Questionnaire (the "Subscription Agreement and Questionnaire"). The Subscription Agreement and Questionnaire sets forth the terms and conditions of an investment on the Company. In addition, the Subscription Agreement and Questionnaire contains representations and warranties of the prospective investor that will be relied upon by the Officer(s) to comply with its obligations under the applicable securities laws. Therefore, care should be taken in reading and completing the Subscription Agreement and Questionnaire to insure accuracy and completeness.

(2) If the prospective investor is subscribing for Securities on behalf of an entity (i.e., other than an individual), the investor shall supply the Officer(s) with a properly executed instrument authorizing the purchase by the agent on behalf of the entity.

Deliver a check with a minimum purchase of Twenty Five Thousand Dollars (\$25,000.00) payable to: **"Quantum Medical Transport, Inc.", 14090 Southwest Frwy Ste. 300**

**Sugar land, TX. 77478.**

Subscription Agreements are not binding upon the Officer(s) or the Company until accepted by the Officer(s), which reserves the right to reject, in whole or in part, in its sole discretion, less than the amount of the Securities for which the investor has subscribed. If the Officer(s) rejects all or a portion of any subscription, the Officer(s) will promptly mail to the subscriber a check for all, or the appropriate portion of, the amount submitted with such subscriber's subscription.

**THE SECURITIES ARE BEING OFFERED FOR SALE TO QUALIFIED ACCREDITED INVESTORS (AS THAT TERM IS DEFINED IN RULE 506(C) OF THE SECURITIES ACT) AS A PRIVATE PLACEMENT DIRECTLY BY THE COMPANY WITHOUT REGISTRATION UNDER THE SECURITIES LAW OF ANY JURISDICTION. INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD NOT BE MADE BY ANY PERSON WHO CANNOT AFFORD A LOSS OF HIS/HER PRINCIPAL. INVESTMENT IN THE SECURITIES IS SUITABLE ONLY FOR SOPHISTICATED PERSONS WHO HAVE ADEQUATE MEANS OF PROVIDING FOR THEIR CURRENT NEEDS AND PERSONAL CONTINGENCIES AND HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENTS.**

**THERE IS NO ESTABLISHED MARKET FOR THE SECURITIES DESCRIBED HEREIN AND, BECAUSE THERE ARE SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY OF THE SECURITIES, NO PUBLIC MARKET WILL EVER DEVELOP. THE SALE OF THE SECURITIES OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND ACCORDINGLY CANNOT BE**

**RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.**

### **ADDITIONAL INFORMATION**

This Memorandum does not purport to restate all of the relevant provisions of the documents referred to or pertinent to the matters discussed herein, all of which must be read, in their entirety, for a complete description of the terms relating to an investment in the Company. This Memorandum is intended only to be a summary of the more significant features of investing in the Company and is qualified by the provisions of the Company's Subscription Documents, attached hereto as Appendix B.

Prospective investors have a right to inquire about, and request and receive, any additional information they may deem appropriate or necessary to further evaluate this Offering and to make an investment decision. Representatives of the Officer(s) may prepare written responses to such inquiries or requests if the information requested is available. The use of any oral representations or any written documents other than those prepared and expressly authorized by the Officer(s) in connection with this Offering are not to be relied upon by any prospective investor. Please contact the Officer(s) directly if you have any questions or require additional information.

**ONLY INFORMATION OR REPRESENTATIONS CONTAINED HEREIN MAY BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OFFICER(S). NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFER BEING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OFFICER(S). INVESTORS ARE CAUTIONED NOT TO RELY UPON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM. THE INFORMATION PRESENTED IS AS OF THE DATE ON THE COVER HEREOF UNLESS ANOTHER DATE IS SPECIFIED, AND NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE HEREUNDER SHALL CREATE ANY IMPLICATION**

**THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION PRESENTED SUBSEQUENT TO SUCH DATE(S).**

## APPENDICES

Appendix A: Financial Report prepared in accordance with GAAP standards. The company financial reports and disclosures published on [www.otcmarkets.com](http://www.otcmarkets.com) and the company website at [www.quantummedicaltransport.com](http://www.quantummedicaltransport.com) are incorporated herein by reference.

Appendix B: “Subscription Agreement and Confidential Purchaser Questionnaire” below must be printed and submitted with required supporting documentation or electronic certification as provided by Ambisafe platform.

**Quantum Medical Transport, Inc.**  
**Consolidated Balance Sheet**  
**(Unaudited)**

As of December 31, 2017

**Accrual**

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
BBVA Compass Checking	3,775.05
Checking Account	23,150.89
Savings Account	5,578.76
Savings II	25.35
<b>Total Bank Accounts</b>	<b>\$ 32,530.05</b>
<b>Accounts Receivable</b>	
AR - Wheelchair	30,469.52
Billing	0.00
Contractual Adj - Ambulance	0.00
<b>Total Accounts Receivable</b>	<b>\$ 30,469.52</b>
<b>Other Current Assets</b>	
<b>Total Other Current Assets</b>	<b>\$ 0.00</b>
<b>Total Current Assets</b>	<b>\$ 62,999.57</b>
<b>Fixed Assets</b>	
Ambulance	38,213.67
Office Improvements	28,250.00
Wheel Chair Van	49,175.00
<b>Total Fixed Assets</b>	<b>\$ 115,638.67</b>
<b>Other Assets</b>	
Accumulated Depreciation	-80,075.00
Goodwill	1,200,000.00
<b>Total Other Assets</b>	<b>\$ 1,119,925.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,298,563.24</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	398,485.00
<b>Total Accounts Payable</b>	<b>\$ 398,485.00</b>
<b>Other Current Liabilities</b>	
Direct Deposit Liabilities	882.64
Direct Deposit Payable	0.00
Short Term Loan	7,400.00

Notes to Related Parties		29,400.00
Notes Payable		1,061,000.00
On Deck		-0.04
Payroll Liabilities		971.69
0013209310141827		-0.48
00132530472016CI0328		
Euresti0599192191		-587.07
Euresti2015EM505570		-530.31
Federal Taxes (941/944)		7,718.61
Federal Unemployment (940)		209.48
Schiwart 0013036186140445		-1,153.38
TX Unemployment Tax		222.11
Total Payroll Liabilities	\$	<u>6,850.65</u>
Total Other Current Liabilities	\$	<u>1,105,533.25</u>
Total Current Liabilities	\$	<u>1,504,018.25</u>
Total Liabilities	\$	<u>1,504,018.25</u>

## Equity

### Stockholders' Deficit

Series A Preferred Stock, \$0.000001 par value, 10,000,000 shares authorized; none issued and outstanding	-
Series B Preferred Stock, \$0.000001 par value, 10,000 shares authorized; none issued and outstanding	-
Series C Preferred Stock, \$0.000001 par value, 1,000,000 shares authorized; none issued and outstanding	-
Common Stock, \$0.000001 par value, 10,000,000,000 shares authorized; 7,780,898,915 shares issued and outstanding	7,781
Additional paid in capital	
Accumulated deficit	-197,674.01
Total Stockholders' Deficit	<u>-205.455.01</u>
Total Liabilities and Equity	<u><u>1,298,563.24</u></u>

**Quantum Medical Transport, Inc.**  
**Profit and Loss**  
**(Unaudited)**  
**Consolidated for the Period Ending December 31, 2017**

	<u>2017</u>
Revenue	<u>1,310,140</u>
OPERATING EXPENSES	
COGS	<u>212,534</u>
G&A	<u>874,762</u>
<b>TOTAL EXPENSES</b>	<u><b>1,087,296</b></u>
<b>NET OPERATING INCOME (LOSS)</b>	<u><b>222,844</b></u>
	<b>\$222,844</b>

**Quantum Medical Transport, Inc.**  
**Consolidated Statement of Cash Flows**  
**(Unaudited)**  
**Ending December 31, 2017**

	<u>Total</u>
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>	
Net Income	<u>\$ 10,309.00</u>
Net Cash Provided by Operating activities	<u><b>\$ 10,309.00</b></u>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>	
Net Cash Provided by investing activities	\$ 0.00
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>	
Equity (common shares)	0.00
Borrowing on related party debt	<u>0.00</u>
Net Cash Provided by Financing activities	<u><b>\$ 0.00</b></u>
<b>NET INCREASE IN CASH</b>	<b>6,051.14</b>
<b>CASH AT BEGINNING OF PERIOD</b>	<b>26,480.86</b>
<b>CASH AT END OF PERIOD</b>	<b>\$32,530.00</b>

**NOTES TO FINANCIAL STATEMENTS**  
**(Unaudited)**

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America.

In the opinion of management, the accompanying financial statements contain all adjustments, consisting only of normal recurring accruals, necessary for a fair presentation of the Company's financial position as of December 31, 2017 and the results of its operations and cash flows as of December 31, 2017.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**CASH AND CASH EQUIVALENTS**

The Company considers all highly liquid investment purchased with an original maturity of three months or less to be cash equivalents. No cash equivalent as of December 31, 2017.

**REVENUE RECOGNITION**

The Company considers revenue recognizable when persuasive evidence of an arrangement exists, the price is fixed or determinable, goods or services have been delivered, and collectability is reasonably assured. The company recognized operating revenue of \$1,310,000 as of December 31, 2017 compared to \$1.2 Million same period last year.

**USE OF ESTIMATES**

The preparation of the Company's financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

## FAIR VALUE MEASUREMENT

The Company adopted FASB ASC 820-Fair Value Measurements and Disclosures, or ASC 820, for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that require the use of fair value measurements establishes a framework for measuring fair value and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results, but did expand certain disclosures. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices that are observable, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.

Level 3: Unobservable inputs in which little or no market data exists, therefore developed using estimates and assumptions developed by us, which reflect those that a market participant would use.

The Company did not have any Level 2 or Level 3 assets or liabilities as of June 30, 2017.

Cash is considered to be highly liquid and easily tradable as of June 30, 2017 and therefore classified as Level 1 within our fair value hierarchy.

In addition, FASB ASC 825-10-25 Fair Value Option, or ASC 825-10-25, was effective for January 1, 2008. ASC 825-10-25 expands opportunities to use fair value measurements in financial reporting and permits entities to choose to measure many financial instruments and certain other items at fair value. The Company did not elect the fair value options for any of its qualifying financial instruments.



### INCOME TAXES

The Company uses the asset and liability method of accounting for income taxes, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of certain assets and liabilities. Deferred income tax assets and liabilities are computed annually for the difference between the financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the period, plus or minus the change during the period in deferred tax assets and liabilities.

Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of the assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse. The Company had no significant deferred tax items arise during any of the periods presented.

### CONCENTRATION OF CREDIT RISK

The Company does not have any concentration of related financial credit risk.

### RECENT ACCOUNTING PRONOUNCEMENTS

The Company does not expect the adoption of any recent accounting pronouncements to have a material impact on its financial statements.

### **NOTE 3 – GOING CONCERN**

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. The company has sufficient revenue and assets to continue as a going concern. As shown in the accompanying financial statements, the Company had accumulated deficit of -\$205,455 for the period as of December 31, 2017. The company recognized \$1,310,000 revenue for the period ended December 31, 2017. As of December 31, 2017 the company had consolidated assets of consisting of \$30,469 wheel chair receivables,

\$220,000 insurance claims receivables, \$115,638 fixed assets, \$32,530 Cash in bank, and \$1,200,000 in Goodwill. The company owns 4-ambulances and 7-wheel chair lift vans. Management values the company's goodwill at \$1.2 Million based upon 1times revenue including intangibles such as long term contracts and receivables. The company valued its total assets at \$1,298,563 due to invoice adjustments in insurance claims processing for its ambulance services.

#### **Note 4 – Related Party**

The amount of notes payable owed to Ricky Bernard is \$29,400 as of December 31, 2017. The company paid \$40,000 deposit, which was financed by related party debt from Ricky Bernard, to cover the expense of the merger agreement with Quantum Medical Transport, Inc. formerly A Clean Slate, Inc (DRWN). The company had previous related party debt in the form of a note payable to the seller in the amount of \$594,031 plus \$54,315 interest accrued from a debt the company owed him in 2013. The seller exchanged the \$594,031 debt plus \$54,315 interest accrued and received a new note of \$360,000 as part of the merger agreement. The seller's debt has been subsequently acquired by CF3 Enterprises, LLC.

#### **Note 5 – Commission on acquisition**

No commission was paid to any party.

#### **Note 6 – Equity**

Quantum Medical Holdings, Inc. had 10 million shares common stock issued and outstanding to our company CEO Ricky Bernard for \$1,000 cash. Our CEO owned 100% of the merger sub company (Quantum Medical Holdings, Inc) outstanding common shares; no preferred stock had been issued or authorized for that company. The company had an obligation to issue 4,700,000,000 restricted common shares to Ricky Bernard in exchange for his shares in Quantum Medical Holdings, Inc. The company increased its authorized shares to 10 Billion, then issued the 4,700,000,000 control restricted common shares to Ricky Bernard. The company entered into a settlement agreement with Northbridge Financial to restructure the company debt through a 3(a)10 lawsuit that was filed by Northbridge, in which Northbridge received stock in exchange for the debt. The \$810,000

debt was incurred as a result of the acquisition of United Ambulance, LLC. The company mutually terminated its 3(a)10 settlement agreement with Northbridge Financial and entered into a settlement with CF3 Enterprises, LLC a New York private equity firm that acquired the company's total outstanding debt of \$1,455,000 through a 3(a)10 settlement.

The company received 1,407,000,000 common shares were retired back to treasury thus reducing the number of outstanding shares.

### **Note 7 – Subsequent Events**

The company mutually terminated its 3(a)10 settlement agreement with Northbridge Financial and entered into a settlement with CF3 Enterprises, LLC a New York private equity firm that acquired the company's total outstanding debt of \$1,455,000 through a 3(a)10 settlement. The company received 1,407,000,000 common shares were retired back to treasury thus reducing the number of outstanding shares.

### **Item 1A. Risk Factors**

The primary risk associated with our ongoing operations is that we could become subject to future legal actions depending upon State and Federal Regulatory bodies regarding Emergency and Non-Medical Emergency Transportation (NMET) industry. We are subject to Medicare/Medicaid audits and we are regulated as a licensed ambulance service by the State of Texas. We transport patients and could be subject to litigation involving vehicle accidents and or physical bodily injury, medical negligence with patients being transported by our employees. There could be a decline in need for our services which could impact our future earnings. We are embarking upon a new technology project in blockchain technology and offering a Token/Coin through an ICO (Initial Coin Offering) which opens us up to significant legal risk with legal regulation to be introduced by the SEC, and FINRA and other governmental agencies could deem such offerings illegal. While we are relying upon Reg D Rule 506 (c) for our private placement offering, we may still be subject to litigation by governmental regulatory agencies. Investors in our tokens/coins may not have a market for liquidity as a secondary market may not develop and their initial investment may be lost.

**Item 2.****MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION**

This section of the financials includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like: believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this prospectus. These forward-looking states are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or out predictions.

**PLAN OF OPERATION**

We currently operate in Houston, and San Antonio, Texas and its surrounding counties throughout the State of Texas providing emergency ambulance and non-emergency medical transportation services to patients in need of transport to hospital, doctors offices and dialysis (NMET). We have embarked upon new growth opportunities in the blockchain technology space as user friendly medical records data storage and transport provider. We see this as a subscription service provider in which our current customers and other medical professionals within our marketplace can utilize our encrypted blockchain data technology to interface with patients, shares records and data between providers and insurers. We will be brining on experts in blockchain open source code participants as partners and operators to develop this technology for product launch. Our mission is to improve quality of care through getting real time patient information to healthcare professionals in a safe, secure HIPPA compliant manner, thus saving time and reducing the overall cost of healthcare.

We are on a path to launching a \$50 Million capital raise via private placement Initial Coin Offering in which we will develop the technological platform for this subscription service. A technical paper will be released soon describing the functionality of the service. The use of proceeds from the ICO will be to develop and launch the project, debt consolidation, acquisition of local

competitors in the emergency and non-emergency medical space and share repurchase of up to 20% of the common share in the public market. If successful the token raise should allow for significant capital to meet our growth initiatives.

### **Liquidity and Capital**

Our acquisition of United Ambulance, LLC generated \$1.3 Million annual operating revenue. We have received a term sheet for \$75,000 receivables financing facility as well, which will help with immediate operating capital. The company has sufficient liquidity and working capital to continue operations as a going concern.

### **Resources Assets and Liabilities**

The company recognized \$1,310,000 revenue for the period ended December 31, 2017. As of December 31, 2017 the company had consolidated assets of consisting of \$30,469 wheel chair receivables, \$220,000 insurance claims receivables, \$115,638 fixed assets, \$32,530 Cash in bank, and \$1,200,000 in Goodwill. The company owns 4-ambulances and 7-wheel chair lift vans. Management values the company's goodwill at \$1.2 Million based upon 1times revenue including intangibles such as long term contracts and receivables. The company valued its total assets at \$1,298,563 due to invoice adjustments in insurance claims processing for its ambulance services.

### **Off-Balance Sheet Arrangements**

We are not currently a party to, or otherwise involved with, any off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

### **Item 3. Quantitative and Qualitative Disclosure about Market Risk**

Not applicable.

### **Item 4. Controls and Procedures**

(a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures and determined that our disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report. The evaluation considered the procedures designed to ensure that the information required to be disclosed by us in reports filed or submitted under the OTC Markets Rules is recorded, processed, summarized and reported within the time periods specified in the OTC Markets rules and forms and communicated to our management as appropriate to allow timely decisions regarding required disclosure.

**(b) Changes in Internal Control over Financial Reporting**

During the period covered by this Quarterly Report, there was no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**(c) Inherent Limitations of Disclosure Controls and Internal Controls over Financial Reporting**

Because of its inherent limitations, internal controls over financial reporting may not prevent or detect misstatements. Projections of any evaluation or effectiveness to future periods are subject to risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**Part II**

**OTHER INFORMATION**

**Item 1. Legal Proceedings**

The company was sued by Northbridge Financial as a result of acquiring \$810,000 of debt owed by the company and the parties reached a settlement through a 3(a)10 proceeding in which Northbridge Financial received stock in exchange for the debt. We subsequently terminated the arrangement with Northbridge Financial by mutual agreement. The company's debt was acquired by CF3 Enterprises, LLC who sued the company over \$1,455,000 debt and a settlement was reached between the parties through a 3(a)10 equity exchange for debt.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

None.

**Item 3. Defaults Upon Senior Securities**

Not Applicable.

**Item 4. Subsequent Events**

None.

**Item 5.**

**Other Information**

Not applicable.

**SIGNATURES**

In accordance with the requirements of the OTC Markets, the issuer caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

**Quantum Medical Transport, Inc.**

Dated December 31, 2017

/s/ Ricky Bernard

Ricky Bernard, President, Director and Chief Executive Office

## **Appendix B**

### **ICO PURCHASE AGREEMENT**

THIS COIN PURCHASE AGREEMENT (the "**Agreement**") is entered into as of \_\_\_\_\_, 2018 (the "**Effective Date**").

BETWEEN:

\_\_\_\_\_  
(the "Purchaser")

AND:

**Quantum Medical Transport, Inc.**

(the "Company")

#### **WHEREAS:**

- A. The Company wishes to sell \_\_\_\_\_ QuantH Digital Coins (ERC20) Tokens (the "**Coins**") in **Quantum Medical Transport, Inc. "DRWN"** (the "**Company**") to the Purchaser; and
- B. The Purchaser wishes to purchase the Utility Coins from the company.

**NOW THEREFORE** in consideration of the premises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **1. PURCHASE AND SALE**

- 1.1 On the basis of the representations and warranties set forth in section 2 of this Agreement and subject to the terms and conditions hereof, the Company agrees to sell to the Purchaser for \$ \_\_\_\_\_ (the "**Purchase Price**"), and the Purchaser agrees to purchase from the Company, the Coins.
  - 1.2 The Purchaser agrees to pay the Purchase Price to the Company upon the execution of this Agreement.
  - 1.3 The Purchaser acknowledges that any coin certificates representing the Coins, or any portion thereof, shall have typed or otherwise written thereon all restrictive legends required by applicable securities laws.
- 2.1 The Company represents and warrants to the Purchaser that:
- (a) the Company is authorized to issue the QuantH Tokens represented herein; and
  - (b) the Coins are free and clear of all mortgages, debentures, charges, hypothecations, pledges, liens, or other security interests or encumbrances of whatever kind or nature, regardless of form and whether consensual or



arising by law, statutory or otherwise, that secures the payment of any indebtedness or the performance of any obligation or creates in favor of or grants to any person any proprietary right.

- 2.2 The Company represents and warrants to the Purchaser that the Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and that it has the power, authority and capacity to incur the obligations created by this Agreement and to carry out its terms.

### **3. GENERAL PROVISIONS**

- 3.1 No alteration or amendment to this Agreement shall take effect unless it is in writing duly executed by the parties hereto.
- 3.2 Time shall be of the essence of this Agreement.
- 3.3 The parties to this Agreement covenant and agree to execute and deliver all such further documents and instruments, and to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement.
- 3.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severable.
- 3.5 The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 3.6 This Agreement shall be governed by and construed in accordance with the laws of The State of Texas as applicable therein.
- 3.7 This Agreement shall ensure to the benefit of and be binding upon the parties and, except as otherwise provided or as would be inconsistent with the provisions of this Agreement, their respective heirs, executors, administrators, successors and assigns.
- 3.8 Each of the parties to this Agreement confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.
- 3.9 All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified.
- 3.10 All references to currency in this Agreement are to United States dollars.
- 3.11 This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above,

**Company**

**Per: Quantum Medical Transport, Inc.**

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**Ricky Bernard, President**

**PURCHASER**

**Per:**

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**Authorized Signatory**

#### A. “ACCREDITED INVESTOR” STATUS

**The subscriber certifies that he is an accredited investor or meets the institutional investor status before making this investment.**

If Subscriber is a custodian acting for one or more minors, responses below should apply to each minor, *not* to the custodian.

**INDIVIDUAL WITH \$1 MILLION NET WORTH.** A natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

**INDIVIDUAL WITH \$200,000 INDIVIDUAL ANNUAL INCOME.** A natural person (not an entity) who had an individual income in excess of \$200,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.

**INDIVIDUAL WITH \$300,000 JOINT ANNUAL INCOME.** A natural person (not an entity) who had joint income with his or her spouse in excess of \$300,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.

**CORPORATIONS OR PARTNERSHIPS.** A corporation, partnership, or similar entity that has at least \$5 million of assets and was not formed for the specific purpose of acquiring an Interest.

**REVOCABLE TRUST.** A trust that is revocable by its grantors and *each* of whose grantors is a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

**IRA OR SIMILAR BENEFIT PLAN.** An IRA, Keogh or similar benefit plan that covers only a non-employee natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

**PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNT.** A participant-directed employee benefit plan (*e.g.*, many 401(k) plans), investing at the direction of and for the account of a participant whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million.

**OTHER ERISA PLAN.** An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”) *other than* a participant-directed plan (i) with total assets of at least \$5 million *or* (ii) for which investment decisions (including the decision to purchase an Interest) are made by a bank, registered investment adviser, savings and loan association, or insurance company.

**GOVERNMENT BENEFIT PLAN.** A plan established and maintained by a state, its political subdivisions (*e.g.*, municipalities), or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets of at least \$5 million.

**IRREVOCABLE TRUST.** A trust (*other than* an ERISA employee benefit plan) that (i) is not revocable by its grantor(s), (ii) has at least \$5 million of assets, (iii) was not formed for the specific purpose of acquiring an Interest, and (iv) is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Fund.

**NON-PROFIT ENTITY.** An organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, with total assets in excess of \$5 million (including endowment, annuity and life income funds), as shown by the organization's most recent audited financial statements.

**OTHER INSTITUTIONAL INVESTOR .**A bank, as defined in Section 3(a)(2) of the 1933 Act (whether acting for its own account or in a fiduciary capacity); a savings and loan association or similar institution, as defined in Section 3(a)(5)(A) of the 1933 Act (whether acting for its own account or in a fiduciary capacity); a broker-dealer registered under the Exchange Act; an insurance company, as defined in Section 2(13) of the 1933 Act; an investment company registered under the ICA; a "business development company," as defined in Section 2(a)(48) of the ICA; a small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended, or a "private business development company" as defined in Section 202(a)(22) of the Advisers Act.

**ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.** A corporation, partnership, or similar entity *each* of whose equity owners is either a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1 million or an entity each of whose equity owners meets this test.

**The investor must provide one of the following items in support of his/her certifications that they are an accredited investor as described above:**

- 1) Copy of W-2
- 2) Copy of Tax Return
- 3) Copy of Bank statement first page showing net worth
- 4) Letter from Tax preparer or attorney, Broker/Dealer certifying they have examined the purchaser's financials including income verification that the forgoing facts as to accredited investor status is accurate and true.
- 5) Self-verification through electronic certification system as will be provided by Ambisafe platform.

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Subscribers  
Signature Here to  
certify the above

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Date