ALL OF THE INFORMATION CONTAINED IN THIS CONFIDENTIAL OFFERING MEMORANDUM (this "***Offering Memorandum***") IS CONFIDENTIAL AND PROPRIETARY TO OPTIMA CURIS INC. (the "***Company***," "***Optima Curis***" or "***We***"), AND IS BEING PROVIDED TO YOU SOLELY FOR YOUR CONFIDENTIAL USE. BY ACCEPTING THIS OFFERING MEMORANDUM, YOU AGREE TO (A) KEEP ALL OF THE INFORMATION IN CONFIDENCE, (B) NOT USE THE INFORMATION FOR PERSONAL BENEFIT OR OTHER PURPOSE (OTHER THAN IN CONNECTION WITH YOUR INVESTMENT DECISION), AND (C) RETURN IT (WITH ALL RELATED DOCUMENTS AND MATERIALS) TO THE COMPANY UPON REQUEST IF YOU DO NOT PARTICIPATE IN THE OFFERING CONTEMPLATED BY THIS OFFERING MEMORANDUM (the "***Offering***"). HOWEVER, YOUR OBLIGATION OF CONFIDENTIALITY DOES NOT APPLY TO ANY INFORMATION THAT IS PART OF THE PUBLIC KNOWLEDGE OR IS RECEIVED FROM THIRD PARTIES NOT ALSO BOUND TO MAINTAIN CONFIDENCIALITY.

OPTIMA CURIS

CONFIDENTIAL OFFERING MEMORANDUM

OF

OPTIMA CURIS INC.

NOTE: THIS OFFERING PACKAGE SUPERCEDES ANY AND ALL INFORMATION PREVIOUSLY PROVIDED BY THE COMPANY AND ITS REPRESENTATIVES WITH RESPECT TO THE OFFERING OR THE SECURITIES.

Dated: September 5, 2018

OPTIMA CURIS INC.

OFFERING UNDER REGULATION D OF THE LAWS OF

THE UNITED STATES OF AMERICA FOR PERSONS THEREIN

OFFERING UNDER REGULATION S OF THE LAWS OF

THE UNITED STATES OF AMERICA

FOR PERSONS OUTSIDE THE UNITED STATES OF AMERICA

FOR A TOTAL

$1,600,000 OFFERING OF

657,000 SHARES OF SERIES A-2 PREFERRED STOCK

$2.43531 PER SHARE

MINIMUM PURCHASE OF 25,000 SHARES (NON-MANAGEMENT PURCHASERS)

FOR A MINIMUM INVESTMENT OF $60,882.75

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

DATED: SEPTEMBER 5, 2018

NOTICES TO POTENTIAL INVESTORS

Regulation D Notices:

The securities (the "***Securities***") offered for sale pursuant to this Offering Memorandum are not registered under the U.S. federal Securities Act of 1933, as amended (the "***Securities Act***"), or the securities laws of any state or other jurisdiction (collectively with the Securities Act, the "***Securities Laws***"), and are only being offered in reliance upon the exemptions from registration provided by those laws.

Offering Only to Potential Investor in Jurisdictions Where Lawful

The Company does not authorize any distribution of this Offering Memorandum to anyone other than the prospective investors and their financial advisors who have received this Offering Memorandum via the Dagda Partners website (www.dagdapartners.com) or another source authorized by the Company. Any disclosure of any of its contents, without the Company's prior written consent, is prohibited. This Offering Memorandum is not an offer to sell, or a solicitation of an offer to buy, Securities to or from any person in any jurisdiction in which it is unlawful to make such an offer or solicitation or in any other manner that would be in contravention of applicable Securities Laws and other applicable laws.

Private Placement

The Securities are being offered for sale only on a "private placement" basis. Their sale and delivery is conditional upon (a) such sale being exempt from the requirements under applicable Securities Laws as to the filing of a prospectus or delivery of an offering memorandum or (b) the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum. Consequently, each investor may be restricted from using many of the civil remedies available and may not receive information that would otherwise be required to be provided under Securities Laws applicable to publicly registered companies.

No Market for Securities; Limitations on Transfers

There is no public market for the Securities and no expectation that a public market will develop in the future. The Securities may not be transferred or resold unless registered, or exempt from registration, under the Securities Act and applicable state securities laws. The Securities also will be subject to resale restrictions under the Stock Purchase Agreement and/or the Company's Second Amended and Restated Certificate of Incorporation (the "***Restated Certificate***") and bylaws ("***Bylaws***"), which are attached hereto as **Exhibit A**.

Limitation on Information and Representations

This Offering Memorandum contains the only authorized information and representations regarding the Offering. No person has been, and may not be relied upon as having been, authorized to give any information or representations regarding this Offering. Unless otherwise indicated, statements contained in this Offering Memorandum are made as of the date on its cover page, and do not reflect any events that occur after that date. Except as required by the Securities Laws, the Company is not obligated to update publicly any such statements for any reason, even if new information becomes available or other events occur in the future.

Does Not Constitute Legal or Tax Advice

Prospective investors are not to construe the contents of this Offering Memorandum, or any other communications from the Company or its management, as legal or tax advice or as information necessarily applicable to any prospective investor's particular financial situation. Each prospective investor should consult its own financial advisor, attorney, and accountant as to tax and related matters concerning an investment in the Securities.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

This Offering Memorandum and the Investment Documents include forward-looking statements and projections into the future, which, in most cases, include words like "projected," "estimated," "anticipated," "intended," "targeted," "predicted," "believed," "planned," "may," "could," "will" or "should", their negative, or other comparable terms.

The Company has made every attempt to ensure that these forward-looking statements and projections are based on reasonable assumptions. However, they are typically subject to the influences of one or more of the risk factors discussed in this Offering Memorandum and the Disclosure Documents, or currently unknown risk factors, all of which are uncertain and unpredictable and could adversely affect the Company's actual performance results.

Projections concerning the Company's future results of operations are based on management's assumptions and estimates. These concern, among other things, the timely availability of capital on acceptable terms, the Company's ability to continue to develop and operate its proposed business in a timely and efficient manner, the ability to employ and train suitably skilled employees, the costs and expenses involved in the establishment of new facilities and operations, and other future events and conditions. Management's plans, strategies, and intentions may change based on increased experience with the Company's business model, as well as in response to competition, general economic trends or perceived opportunities, risks or other developments. As a result, the Company's actual results or activities, or actual events or conditions, could differ materially from the Company's projections and forward-looking statements, and the Company does not certify or assume responsibility for them.

THE OFFERING

The Company is offering up to 657,000 shares of its Series A-2 Preferred Stock, $0.00001 par value per share (the "***Series A-2 Preferred***"), at a purchase price per share of $2.43531 for a total offering price of up to approximately US$1.6 million, under the terms and conditions outlined herein. The Series A-2 Preferred is convertible into shares of the Company's common stock, $0.00001 par value per share ("***Common Stock***"), upon the occurrence of certain events, as set forth in Article IV, Section 4 of the Restated Certificate. This Offering is being made only to accredited investors in the United States of America under exemptions from registration contained in Rule 506 of Regulation D and in Section 4(2) of the Securities Act and equivalent state exemptions, and to non-US persons outside the United States of America under Regulation S of the Securities Act and equivalent state exemptions, when possible, without additional effort by the Company under the laws of the non-US jurisdiction(s). The expenses of the Offering will be paid, in part, from the funds raised through the Offering.

USE OF PROCEEDS

The Company intends to primarily use the proceeds from the Offering to ramp customer acquisition by the Company and further development of its eCuris platform, which the Company believes may open up additional customer segments and revenue streams for the Company. The Company believes that this additional funding should cover its operating deficit for 12-18 months depending on how well we execute and acquire customers and the market conditions. **NOTE HOWEVER THAT: The Company reserves the right, in its absolute discretion, to change the use of proceeds to other uses as it sees fit, without requiring any vote or other approval from any of its securityholders**.

CONFIDENTIALITY

All of the information contained in this Offering Memorandum is confidential and proprietary to the Company, and is being provided to you solely for your confidential use. By accepting this Offering Memorandum, you agree to (a) keep all of the information in confidence, (b) not use the information for personal benefit or other purpose (other than in connection with your investment decision), and (c) return it (with all related documents and materials) to the Company upon request if you do not participate in the Offering. However, your obligation of confidentiality does not apply to any information that is part of the public knowledge or is received from third parties.

HOW TO INVEST

If you are qualified and desire to participate in the Offering, please deliver to the Company your fully signed and completed: (1) the Preferred Stock Purchase Agreement ("***Stock Purchase Agreement***") attached as **Exhibit C**, (2) the Investor Suitability Questionnaire attached as **Exhibit B**, (collectively, the "***Investment Documents***"), and (3) a certified or cashier's check or wire transfer of immediately available funds in the amount indicated in the Stock Purchase Agreement into the account specified by the Company by no later than **December 31, 2018** ("***Investment Deadline***"). The Company reserves the right to change the Investment Deadline, in its discretion and may, under current authority, extend the Investment Deadline by up to an additional six (6) months to June 30, 2019.

The Company will review your Investment Documents and may accept or reject them, in its sole discretion. If the Company accepts your Investment Documents, we will sign it and return one copy to you for your records. If the Company does not accept your Investment Documents, we will notify you and return any funds you may have delivered to the Company promptly after non-acceptance. Please direct your signed and completed Investment Documents and all questions regarding the Offering to:

Optima Curis Inc.
Attn: Investor Relations
1262 N Norman Place
Los Angeles, CA 90049

Note: What follows contains forward-looking statements concerning trends or anticipated operating results which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties related to the Company's operations. These risks and uncertainties include, but are not limited to, financial factors (availability of funding), competitive factors (including time to market, customer acceptance, competition, technological development, and price pressures); legal factors (such as limited protection of the Company's proprietary technology and changes in government regulation); and the Company's dependence on key personnel and significant customers.

INTRODUCTION

COMPANY DESCRIPTION

Optima Curis Inc., a Delaware corporation (the "***Company***," or "***Optima Curis***"), provides a cloud-based software service called eCuris that is targeted to the health and wellness sectors. It enables people to connect and engage with others on their health and wellness. Users will eventually be able to use eCuris on their smart phone, tablet or computer.

The Company believes eCuris will be used by

- health providers, health plans and community health and wellness organizations to better engage and connect with their members, patients or community, and
- individuals wanting to be better engaged, informed & connected on their health or that of others who are part of their circle of family and friends.

Optima Curis is working to combine digital patient engagement, social networking, remote patient monitoring, Rewards, and collaboration tools to create a platform that will make it easier for providers, patients and the family circle to engage, collaborate and interact and also a way to encourage and reward health behavior and actions.

The vision for eCuris is to become the world's leading social, collaboration, and rewards platform for health.

We believe we can improve the health of individuals by leveraging the power of many to teach, encourage, and reward healthy actions and outcomes.

The eCuris platform is intended to be a virtual extension of the physical care environment breaking down geographic boundaries and removing transportation and communication hurdles.

eCuris provides or eventually will provide:

- Collaboration between physicians, care team, community partners, patients, and their families to improve the management of both illness and ongoing wellness.

- Collaboration and engagement with community partners on non-medical factors that affect health including transportation, food insecurity, housing instability and interpersonal violence.

- Social communities that provide condition-related education and support from professionals and peers.

- An incentive/rewards platform to encourage users' activities that lead to healthy outcomes.

- A marketplace/exchange allowing users to purchase health related goods and services and clinical professionals to offer both digital and physical services

All on an integrated ecosystem with easy to use development tools to connect partners, vendors, and content providers.

COMPANY BACKGROUND

The management team that makes up Optima Curis has over 100 years of combined experience in healthcare IT and related fields and have worked together successfully before. They saw a need in healthcare to improve how people engage on their health. In 2016 they formed Optima Curis with the vision to create a unique platform, **eCuris**, that would truly engage the patient, fill the gaps left in the traditional healthcare model, and make it easy and rewarding for everyone to engage and collaborate on their health. During 2016, the Company obtained software development services and commenced building out the eCuris platform.

Optima Curis secured its first pilot agreement in 2017 with the Greater Buffalo United Accountable Health Network ("***GBUAHN***"). GBUAHN is a health system that provides a network of healthcare services for patients under Medicaid plans. Their mission is to transform health care by removing barriers created by social determinants of health in underserved communities.

In partnership with GBUAHN, Optima Curis completed in April 2018, a successful pilot of eCuris with a select group of users. During that time, and based on feedback from users, the eCuris platform was further developed to better meet user needs. The pilot allowed the Company to test and refine its business model for implementing eCuris. GBUAHN's primary objectives for their Health Professionals and members in using eCuris: (i) to improve engagement and efficiency of communications, (ii) more easily inform and leverage social connections to improve health, and (iii) patient satisfaction. Our characterization of the pilot as a success is because GBUAHN agreed to become a paying subscriber for a time.

Over US$1.2M has been invested in the Company to date, and over 20,000 hours have been invested in development. The founders believe in eCuris and its vision, have yet to pay themselves since founding the Company and have contributed significant "sweat" equity. Major platform components have been deployed and the time is right to implement the remaining vision.

HEALTHCARE MARKET NEED AND OPPORTUNITY

Some studies suggest that up to forty percent of premature deaths in the US are due to modifiable behavior[1]. Optima Curis's business model is based on a belief that if the current

[1] A healthcare revolution: Behavioral economics for behavior change and preventive medicine. National Institutes of Health, Office of Behavioral and Social Sciences Research, Dr. Kevin Volpp, July 28, 2015

healthcare system focused more energy on changing unhealthy behaviors and the prevention of illness, rather than a cure-based system, overall health would likely improve. We believe today's healthcare system fails to appreciate the importance and benefits of communal support, shared, decentralized knowledge and the power of incentivization on results. Given the differing state by state and hospital to hospital practices, we believe there is no cohesive ecosystem that ties all stakeholders together to provide a quid pro quo community that rewards healthy behavior.

Patients and their families, alongside the medical community, play a significant role in the financial and clinical outcomes of healthcare, yet today's health systems fail to engage these stakeholders to reward the actions necessary to improve outcomes. As stated above, individual behavior plays a significant role in impacting a patient's overall health. However, once a patient leaves a healthcare facility, stakeholders become disconnected from each other and lack the necessary tools to educate, motivate, and incentivize the right behaviors.

Recent studies have explored the difficulties in ensuring patients make long term lifestyle changes and sustain motivation where immediate results are minor and may go unnoticed. Maintaining health, and managing illness, requires taking many small actions to achieve long-term health goals. The effectiveness of any traditional medical intervention is significantly limited by poor behavioral adherence to lifestyle factors.[2] Research into behavioral economics demonstrates that without small incentives to encourage these small actions along the way, people generally fail to complete tasks, and fall short of their long-term goals.[3] The current healthcare system fails to incentivize these tasks with no day-to-day tie between actions to maintain health and near term rewards.

Compounding these issues, healthcare payment models are confusing, murky, and often conflicting. Historically, financial payment structures for the healthcare industry have not always aligned with healthier outcomes. For example, in the U.S., healthcare has largely used a "fee-for-service" model where health systems get paid for a procedure, as opposed to a "value-based-care" model where health systems get paid for an outcome. This has driven health systems to focus on volume (i.e. more procedures) as opposed to value and outcomes. Governments both in the US and internationally, have recognized this issue and a major reform is underway to switch to the "value-based-care" model.

At the individual level, the lack of a social approach to education and care, little to no immediate positive feedback, and the discounting of future consequences often leads to poor patient engagement and decision making. This results in deteriorating health and costly, preventable events.

Chronic diseases and conditions are on the rise worldwide. The middle class is growing; and with urbanization accelerating, people are adopting a more sedentary lifestyle. This is pushing obesity rates and cases of diseases such as diabetes upward. Increased demand on healthcare systems due to chronic disease has become a major concern.

We believe part of what is missing is a distributed system in which all stake holders within health care are able to participate meaningfully and transparently and that provides the tools to engage, incentivize and motivate those that can effect positive change. The Company's eCuris is its offering to develop such a system and furnish it to the healthcare market.

[2] Long-Term Adherence to Health Behaviour Change Kathryn R. Middleton, M.S., M.P.H.,a,b Stephen D. Anton, Ph.D.,a,c and Michal G. Perri, Ph.D.a

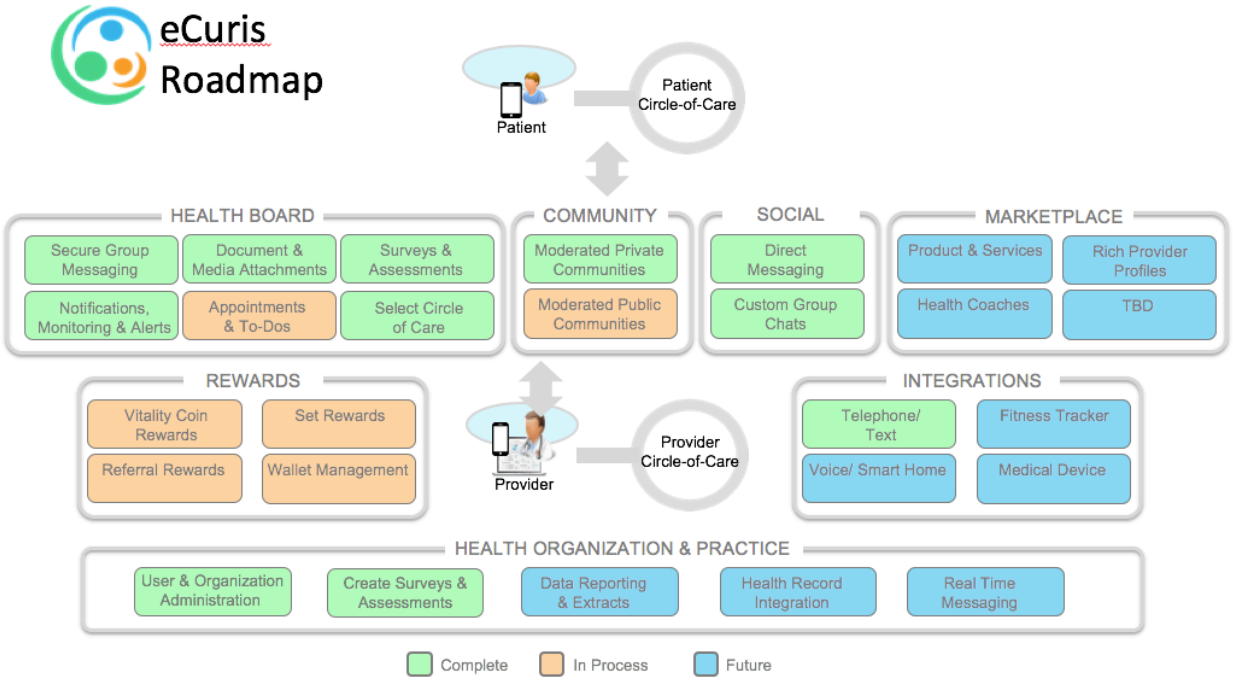
[3] Voyeur, Benjamin G. (2015) 'Nudging' behaviours in healthcare: insights from behavioural economics. British Journal of Healthcare Management, 21 (3)

PRODUCT

Product Roadmap

The eCuris platform is an ambitious development project. The diagram below describes the major functions planned for eCuris. First versions of the functions highlighted in green have already been developed and deployed. The plan is to develop orange-colored functions next then blue-colored. As we further develop the roadmap we will also seek to expand the potential markets for eCuris.

We believe that the functions we have initially developed (green below) provide a viable version 1 platform for health providers and community organizations to use to better engage with their members, patients and or community partners.



Current Platform – Health Board, Community and Social

Optima Curis believes that it has created a 21st Century platform that combines Digital Patient/Provider Collaboration, Social Networking, and Active Patient Engagement Tools to transform how providers, patients and their family circle engage, collaborate and interact. We believe that the combination of features and bridging the physical and digital worlds provides the "stickiness" that greatly improves adoption and ongoing use of the application compared to other health engagement tools.

The eCuris platform includes:

- Provider collaboration so providers and the wider community can better co-ordinate services, improve quality and outcomes.
- Connections and referrals to the right resources at the right time.
- Secure communication between providers, patients, caregivers and the family circle.
- Customizable Health Programs to actively engage patients and caregivers when tracking symptom, progress, and issue reporting.

- Efficient collection of surveys, assessments and patient satisfaction.
- Moderated social communities that help educate, inform, connect patients and obtain peer support to keep them engaged in their health.
- Ongoing collaboration between provider, patient and family to keep the family circle engaged, connected and informed in supporting the patient's health.

By combining all the above in a single integrated cost-effective platform, we believe we provide the utility, stickiness and ease-of-use healthcare needs to transform co-ordination, collaboration & engagement while greatly improving patient satisfaction, quality of service and outcomes.

Planned Platform Extension – Rewards and Marketplace

In the eCuris Rewards and Marketplace Platform, health services provision, economic value, and governance are distributed among the network's stakeholders rather than through a single large centralized healthcare provider, offering consumers more choice. The decentralized nature of blockchain establishes new ways for providers of goods and services to monetize global communities much more efficiently and securely. The participants in the economy – patients, families, physicians, insurers, and commercial partners – can interact to digitally exchange rewards given for healthy actions that motivate them to remain engaged in their health for digital services/content or physical goods and services. eCuris allows anyone, including individuals, organizations, professionals, or small practices to offer health and wellness goods and services globally, regardless of where they live, ensuring all participants are rewarded or compensated, regardless of size.

The eCuris platform will eventually allow users to add value to the community as well as to take value out, all through a blockchain-based cryptocurrency token, called the "Vitality Coin" ("VCN"). Individuals, professionals, and organizations eventually may earn Vitality Coins for contributing valued goods and services, apps, and digital content on the community, regardless of geographic borders. Vitality Coin, once developed, will at first be limited to use as a utility token, akin to a points system (such as, frequent flyer miles offered by airlines), that purchasers can use, or transfer to others to use, on items (digital or physical), that the Company has listed on its marketplace and negotiated discounts (whether directly or as a transaction or other fee) charged to the vendor of the particular item. Vendors of items will be able to redeem Vitality Coin from the Company for the currency in which the vendor normally does business net of the negotiated discount, which the Company will retain. The Company also intends to pursue persuading healthcare providers to use Vitality Coin as an incentive they can purchase from the Company (either stand-alone or as part of their use of the eCuris platform) and incorporate into their programs. If VCN are offered, they will at first only be issued in exchange for either US or Australian dollars as these are the two markets on which the Company's efforts are focused. The use of Vitality Coin as more than a utility token is a matter still under study by the Company as uncertainty over regulation results in potential additional risk. Please see the discussion below under "Regulatory Risk for Vitality Coin".

Note: Optima Curis has filed a patent application for "SYSTEM AND METHOD FOR REWARDING HEALTHY BEHAVIORS AND EXCHANGING HEALTH RELATED DATA" to patent utilizing blockchain technology to distribute healthcare rewards within the eCuris platform and possibly put the technology to other uses in future.

REVENUE MODEL

The eCuris platform is a cloud-based hosted software service. At first, Optima Curis will receive revenues from monthly subscriptions to use the software-as-a-services (SaaS) platform and once the platform is more fully developed and larger user numbers have adopted the platform from advertising and transaction revenue from participation in the eCuris digital economy and eCuris marketplace.

Phase 1 (commenced)

Our Phase 1 revenue is to come from healthcare providers, health plans or health community or wellness groups who wish to better engage with their members, patients or customers. These organizations would pay a monthly subscription to Optima Curis based on the number of users that are registered with their organization on the eCuris platform (the "***platform***"). The users include people who work in the organization (providers-users) and then their members, patients or customers (patient-users). We bill monthly in arrears based on the number of these users as per pricing table below.

Monthly Subscription Fees - Pricing			
Tier	Provider Users	Patients/Customers Users	Price PM
Free	<10	<20	$0
1	<20	<50	$49
2	<50	<250	$249
3	<100	<500	$499
4	<250	<1,250	$999
5	<500	<2,500	$1,999
6	<1,000	<5,000	$3,499
7	<2,000	<10,000	$4,999
8	<4,000	<20,000	$7,499

The pricing model for organizations is informed by the value organizations may gain from the platform. For our pricing model to be attractive to organizations, we believe the value these organizations need to derive from eCuris include, among other factors, improved clinical outcomes, significant cost reductions and the ability to utilize government incentives. Pricing may change based on market feedback or negotiation. We also may receive additional revenue from consulting fees to help with implementation and ongoing use. Pricing above is in US Dollars for the US market and in other countries will be priced based on market conditions determined by the Company's management.

The eCuris base membership is free for the individual and their family circle. Individual membership may be monetized in the future with premium memberships and direct to consumer advertising.

In addition to the pilot with GBUAHN, we are in contract discussions with several additional organizations and working to acquire other sources of revenue in the future.

We are also in discussion with a national pharmacy chain in Australia to be a foundation customer for our Australian launch, currently planned to occur upon signing of a contract with this business or another enterprise in Australia. There is no guarantee that we will get to contract, but if we do we believe this will be a material transaction for Optima Curis.

Phase 2 (future)

As we further develop the roadmap and introduce new features and functions our potential customer segments and ways to monetize, we expect that the platform (and consequently the number of Optima Curis products and services) will expand.

Also, Optima Curis believes that, once we have sufficient users active in our health communities, there is a potential for revenue from advertising, transaction fees, conducting polls and surveys, and recruitment for clinical trials.

Future potential revenue streams include:

- Advertising
- Transaction fees for use of the Vitality Coin in the Rewards and Marketplace economy
- Conducting Polls & Surveys & Data aggregation
- Recruitment and maintaining participation for Clinical Trials

PRIVACY PROTECTIONS

The privacy rights of healthcare patients is one of the most heavily regulated areas of privacy protection. Optima Curis employs the Amazon Web Services ("AWS") cloud service computing environment to process, store and transmit the protected health information ("PHI") of our customers. AWS services and data centers have multiple layers of operational and physical security to ensure the integrity and safety of data. Their infrastructure and platforms receive industry-recognized certifications such as: ISO 27001, FedRAMP and Service Organization Control ("SOC") Reports. AWS aligns their HIPAA risk management program with FedRAMP and NIST 800-53, higher security standards that map to the security rules under HIPAA . Our account at AWS is designated as a HIPAA account and we have a Business Associate Agreement (BAA) in place with AWS.

All data is encrypted in transit and at rest. Our application data and PHI are kept within the Amazon Relational Database Service (RDS) environment. On a database instance running with Amazon RDS encryption, data stored "at rest" in the underlying storage is encrypted, as are automated backups, read replicas and snapshots. Data "in transit" is protected by SSL/TSL, an industry standard cryptographic protocols that provide communications security between web browsers and servers.

Our application access is protected by authentication and authorization rules, in order to provide appropriate access control. Password policies, temporary account lock out due to failed attempts, and auto-logout are enforced in the application. Passwords are further encrypted in the database to prevent snooping. The terms of use for the application are explained and participants' consent is required for the use of the application. PHI is never sent via email or SMS messages, and no PHI is stored on client computers or mobile devices as it is stored in the AWS cloud.

When we deploy our solution in other countries we will, with local experts, determine if any additional features, functions, operational procedures, documentation or certification is required to meet health and privacy regulations to operate in that market. We are some way through finalizing our deployment plans in Australia. The Australian legislation that covers health information and privacy is covered in the Privacy Act, Healthcare Identifiers Act, My Health Record Act and relevant state and territory Health Information and Privacy legislation. Our roadmap currently includes making the changes necessary to support operation

of eCuris in Australia. As part of our deployment in Australia we intend that all Australian patient data will be stored on AWS servers that are resident in Australia.

OPTIMA CURIS LEADERSHIP

Board of Directors

Chief Executive Officer/Chairman of the Board/Founder - Paul Viskovich
Paul is the founder and CEO of Optima Curis Inc. Paul has over 20 years experience in the healthcare software industry. Prior to Optima Curis, Paul was President of Orion Health in North America where he led the company from start up to one of leading Health IT companies in North America. Revenue from $0 to over $100MM per annum at the time of his departure. During his time at Orion Health Paul established or managed subsidiaries in over 10 countries and is very experienced with international business. Prior to Orion Health, Paul held senior sales and delivery roles at global software and services companies including Amdahl, Fujitsu and DMR consulting. He currently resides in Los Angeles, CA.

Director-Designate – Kimbal Riley
Kimbal has indicated he is willing become a member of the board of directors of Optima Curis upon the closing of this Offering or earlier. Kimbal is an early investor and is currently Chief Executive of Vista Entertainment Solutions a publicly traded company on both the New Zealand Stock Exchange (NZSX) and the Australian Securities Exchange (ASX) a leading provider of software and analytics solutions to the global film industry. Formerly, he was COO of Orion Health, which at the time of his tenure was New Zealand's largest software exporter and one of the world's leading Health IT companies with customers in over 50 countries. Prior to his time at Orion Health Kimbal undertook senior sales and delivery roles in global software and services organizations including CSC, Compaq, EDS, and Nortel.

Director-Designate - Nikao Yang
Nikao is currently an advisor to Optima Curis. He has indicated he is willing become a member of the board of directors of Optima Curis upon the closing of this Offering or earlier. Nikao is currently COO at Lucidity, which provides a blockchain protocol that provides transparency and authenticity for digital advertising analytics, where he is responsible for driving all aspects of the company's operations. Prior to Lucidity, Nikao co-founded AdColony, a mobile video advertising company, which was sold for $350 million to Opera Software in 2014. Prior to AdColony, he held marketing and strategy roles at Toyota Motor Sales, Del Monte Foods and the Walt Disney Company.

Management Team

Chief Operating Officer/Co-founder - Mark Boudreau
Co-founder Mark Boudreau is an accomplished Senior Executive and Board Member with more than 30 years of success across the technology, product & service, and healthcare industries. His broad areas of expertise include market strategy, business development, strategic planning and implementation, and growth development and management. Mark was previously a partner at Accenture and VP Strategy at Orion Health.

Chief Product Officer - Simon Jones
Simon Jones is a health technology executive with over 20 years of experience driving value and improving clinical outcomes by delivering products, programs and technologies. Simon has held leadership positions

in health plans, consultancies, and clinical/technology vendors including CEO of a health technology startup and VP of HIT for Blue Shield of CA.

Chief Medical Officer - Dr. Richard Castaldo
Dr Castaldo has broad healthcare experience being a primary care physician for 25 years, and very involved in addiction & sports medicine as well as medical research. Dr Castaldo is still very active in medicine as a primary care physician, a Medical Director of a health plan and physician for Men's Division I Hockey at Niagara University.

Chief Compliance and Privacy Officer - Jennifer Scalise, J.D., CHC
Jennifer brings over 10 years of experience developing, building and strengthening compliance and privacy programs for all facets of the healthcare industry. Jennifer was previously the Chief Compliance and Privacy Officer of Orion Health and Head of Compliance and Privacy at Visiant Health.

Chief Legal Officer - Stacey Cannon
Stacey is Chief Legal Officer for Optima Curis Inc., having worked in international healthcare and associated evolving technologies for over 20 years. Stacey is keenly focused on helping guide the business's pursuit of excellence by seeking practical and innovative ways to balance the necessities and complexities of healthcare compliance with the tangible benefits found in patient-centric health management through social media.

Advisors

John D. Halamka, MD, MS

International Healthcare Innovation Professor at Harvard Medical School, Chief Information Officer of the Beth Israel Deaconess System, and a practicing emergency physician.

At the forefront of disruptive technology in health, John strives to improve healthcare for patients, providers, and payers throughout the world using information technology. As a Harvard professor, he has served the Bush administration, the Obama administration, and national governments throughout the world planning their healthcare IT strategy.

He is the author of 12 books and several hundred articles, including the popular Geek-doctor blog.
John was named by the Healthcare Information and Management Systems Society (HIMSS):
• Most Influential Healthcare Executive (HIMSS) 2018
• Most Influential Healthcare IT Leader (HIMSS) 2018
• Most Influential Physician Executive (HIMSS) 2018
• Top 50 Healthcare Influencer of the past 50 years (HIMSS) 2011

FINANCIAL HISTORY

To date the Company's source of income has been from the sale of its securities. A total of US$1,200,000 has been raised by the Company through a series of sales, at a price of US$1.00 per share, of 785,000 shares of the Company's Series A-1 Preferred Stock, $0.00001 par value per share ("***Series A-1 Preferred***," and together with the Series A-2 Preferred, the "***Preferred Stock***") through May 2017 and, at a price of US$2.43531 per share, of 171,642 shares of the Company's Series A-2 Preferred Stock, $0.00001 par value per share through April 2018. The proceeds from such sales of Preferred Stock by the Company were expended on developing the Company's cloud-based offering. **The Company currently anticipates less than $10,000 to be received from subscriptions by December 31, 2018, unless it is able to obtain new subscriptions. No other sources of revenue are anticipated at this time.**

To date, none of the Company's officers and directors have received cash compensation. They have only been compensated with equity in the Company and are currently classified as independent contractors for tax purposes.

The financial information attached as Exhibit D is a summary through June 30, 2018, of information prepared periodically and provided by the Company to its existing stockholders. This information is unaudited and was not prepared strictly according to generally accepted accounting principles ("***GAAP***"). The Company has been periodically providing information in this format to its existing stockholders and currently intends to continue to do so periodically until able to afford the cost of conforming to GAAP.

CAPITALIZATION

Capital Stock

The Restated Certificate authorize the Company to issue up to a maximum of 5,000,000 shares of capital stock, comprised of (a) 5,000,000 shares of Common Stock, of which 2,500,000 are reserved for possible conversions of Preferred Stock, and (b) 2,500,000 shares of preferred stock ("***Preferred Stock***"), of which 785,000 shares have been designated as Series A-1 Preferred and 1,715,000 shares have been designated as Series A-2 Preferred. All 785,000 authorized shares of Series A-1 Preferred authorized are issued and outstanding, and of the 1,715,000 shares of Series A-2 Preferred authorized, 171,642 shares have already been sold, 675,000 shares are proposed to be sold pursuant to this Offering, and the remaining 868,358 shares are proposed to be set aside by the Company for future sale, in its sole discretion, in the amounts, classes and series, and having the rights and preferences, as are designated by the Company's Board of Directors (the "***Board***") in the future, in its sole and absolute discretion.

Stock Incentive Plan

The Company reserved 500,000 shares of its authorized but unissued Common Stock for issuance under its 2016 Equity Incentive Plan, of which 126,389 shares remain available for future grants.

Right of First Refusal

To date the Company has issued shares to the holders of its capital stock pursuant to a form of agreement that includes a right of first refusal in favor of the Company with respect to proposed sales of the Company's shares by a stockholder. The Company is permitted, but not required, to assign its right of first refusal to other persons (including, but not limited to, other stockholders of the Company). The Stock Purchase Agreement in connection with this Offering includes a right of first refusal that should be reviewed with care.

Voting Rights

The Common Stock holders are entitled to one vote per share on all matters presented to the Company's stockholders for a vote. The holders of Preferred Stock are entitled to one vote per share on all matters presented to the Company's stockholders for a vote, on an as-converted-to-Common Stock basis. In addition, the holders of Preferred Stock are entitled to vote on a class basis on certain matters, as set forth in Section 3 of Part B, Article IV of the Restated Certificate and as provided by the Delaware General Corporation Law. The Company's stockholders do not have cumulative voting rights with respect to the election of directors. Prior to this offering, Mr. Viskovich is the direct or indirect holder of 59.17% of the voting power of the Company's equity securities on a fully-diluted basis and if the Offering is fully subscribed will thereafter be the direct or indirect holder of 49.54% of the voting power of the Company's equity securities on a fully-diluted basis. In the aggregate, the above-named officers and directors of the Company, prior to this offering are the direct or indirect holder of 75.59% of the voting power of the Company's equity securities on a fully-diluted basis and if this offering is fully subscribed will thereafter be in the aggregate the direct or indirect holder of 63.23% of the voting power of the Company's equity securities on a fully-diluted basis.

Future Stock Transactions

Members of the Company's management team are eligible for participation in the Offering on the same terms being offered to prospective investors, except in light of their service to date we have waived the minimum purchase amount. At this time one of the Company's management team has notified the Company of their election to do so. The Company's management team, on the basis of their service, is eligible for stock-based awards under the Company's Stock Incentive Plan, but the Company is not contractually obligated to make additional grants to any of them. Current stockholders of the Company are also being offered participation in the Offering on the same terms being offered to prospective investors, except in light of the pre-existing investment of current stockholders we have waived the minimum purchase amount. We believe some number of our current stockholders will participate, but do not know the number who will participate or the aggregate size of their investment as part of this Offering at this time.

Control Transactions

So long as the management team and their friends and family members hold more than a majority of the outstanding voting power, the Company's management team will control substantially all matters submitted to the stockholders for consideration, including, but not limited to amendments to the Restated Certificate and Bylaws, and will have the ability to block any major corporate transaction (such as the sale of the Company).

Dividends

The Company's stockholders are entitled to receive dividends, if any, as may be declared by the Board out of funds legally available for such purpose, subject to statutory and regulatory restrictions. To date, the Company has paid no dividends. The Company has no present plan to pay dividends in the foreseeable

future, intending instead to reinvest its earnings, if any. Payment of future dividends will be determined from time to time by the Board, based upon the Company's future earnings, if any, financial condition, capital requirements, and other factors. In that case, the holders of Preferred Stock will participate in those dividends on an as-converted-to-Common-Stock basis. The Company is not presently subject to any contractual or similar restrictions on its present or future ability to pay such dividends.

Distribution of Proceeds Upon Liquidation of the Company; Liquidation Preference

As set forth in Section 2 of Part B, Article IV of the Restated Certificate, in the event of any voluntary or involuntary liquidation (merger, reorganization or similar transaction will be treated as a liquidation), dissolution or winding up of the Company, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders, an amount per share equal to the Original Issue Price for such share of Preferred Stock ($1.00 per share in the case the Series A-1 Preferred, and $2.43531 per share in the case the Series A-2 Preferred), plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution, or winding up of the Company, the funds and assets available for distribution to the stockholders of the Company shall be insufficient to pay the holders of shares of Preferred Stock such full amounts to which they are entitled, the holders of shares of Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

In the event of any voluntary or involuntary liquidation (merger, reorganization or similar transaction will be treated as a liquidation), dissolution, or winding up of the Company, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock as provided above, the remaining funds and assets available for distribution to the stockholders of the Company shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder.

No Anti-Dilution Rights; No Other Rights

The rights and privileges of the shares of Preferred Stock (including the shares of Series A-2 Preferred being sold in the Offering) do not include customary anti-dilution protection, which are intended to protect investors from equity dilutions resulting from later issuances of stock at a price lower than that paid by investors. Additionally, except for those rights and privileges of the Preferred Stock as are set forth in the Restated Certificate and the Stock Purchase Agreement and those rights and privileges of the Preferred Stock provided by applicable law, no other rights or privileges are applicable to the Preferred Stock (including but not limited to registration, inspection, participation, right of first refusal and/or co-sale rights, and rights of particular share classes to designate members of the Board, among other things).

Transfer Restrictions

The Company's purchase agreement for Series A-2 Preferred (also applicable to the outstanding shares of Series A-1 Preferred and Series A-2 _Preferred) provides the Company with the contractual right to block any sale to any purchaser it deems to be a direct or indirect competitor to the Company or is a customer, distributor or supplier of the Company unless the Board first approves the transfer. Purchasers of the Series A-2 Preferred who are outside the United States of America are subject, under Regulation S, to a one-year bar on transfer to persons resident in the United States of America. SEC Rule 144 also requires that the Shares be held for a minimum of six (6) months, and in certain cases one (1) year, from the date of purchase. If the Company undertakes a listing of its shares, the purchase agreement for

Preferred Stock also permits the Company's underwriters to impose a 180-day or longer lock-up following the effective date of the listing for public trading.

No Trading Market

There is no current trading market for any of the Securities, and it is unlikely that an established and liquid market will develop following this Offering. Management of the Company presently does not intend, for the foreseeable future, to seek listing of any of the Securities on any securities exchange or quotation on any automated quotation system. No assurances can be given that any of the Securities can be resold for their Purchase Price or any other amount. Accordingly, purchasers should consider the Securities a long-term investment.

No Preemptive Rights

The Restated Certificate provides that no holder of shares of any class of the capital stock of the Company has any preemptive right to acquire unissued shares of capital stock of the Company in order to maintain their percentage ownership. The Board of Directors, in its discretion, may from time to time approve contractual preemptive rights, however, the Company currently is not party to any such agreements.

Repurchase Rights

Other than as noted above, there are currently no purchase, repurchase, or preemptive rights with respect to the Company's outstanding capital stock apart from the Company's right to repurchase or cancel shares issued as compensation that have not yet vested in exchange for the rendering of personal services.

RISK FACTORS

Important Note: As with any startup company, purchase of the Securities involves a high degree of risk, which could result in a loss of the investor's entire investment. In deciding whether to invest in the Company, potential investors should carefully consider the following risk factors. This list of risk factors is not exhaustive but is instead a summary of those risks which management currently perceives as the most pertinent to the Company's business, operations, and financial condition. Other risks may affect the Company's performance, including those that are not presently foreseen.

RISKS RELATED TO THE SECURITIES

Determination of Offering Price.

Because there is currently no public market for the Company's securities, the price for the Series A-2 Preferred has been determined solely by the Company. There is not necessarily any direct correlation between the price determined and the assets, book value, or projected operating results of the Company.

Discretion in Application of Proceeds.

In order to accommodate changing circumstances, the Company's management will have absolute discretion in the use of the proceeds of this Offering among the general purposes described in this Offering Memorandum (see "Use of Proceeds"). There can be no assurance that the proceeds will be used as described in this Offering Memorandum or that the actual use will prove to be the best possible use.

Unpredictability of Dividends.

The Company's management anticipates that, for the foreseeable future, any earnings which may be generated by the Company's operations will be used primarily to finance the development and expansion of its business. In addition, in the event the Company borrows money from outside sources, the lenders may place limits on the right of the Board of Directors of the Company to declare or pay dividends. There can be no assurance that dividends will ever be paid or, if paid, what the amount of any such dividends will be, or whether such dividends will continue. The frequency and amount of any dividends will be within the discretion of the Board of Directors of the Company and will be dependent upon the financial condition of the Company.

Dilution.

The Offering will not be the Company's final funding round. Additional rounds of capital will be needed to fund the marketing, positioning and branding of the Company's products and programs. It is impossible to predict what proceeds, valuations and per-share pricing might be attainable in any future financing, nor possible to predict the terms and conditions that may prove necessary to accept. As a result, early investors will experience dilution, perhaps substantial, in the case of such future financings.

Illiquidity; Risk of Loss.

The Securities have no liquidity and very limited transferability rights, unless the Company is acquired for cash or liquid securities, or unless it consummates an initial public stock offering and trading in its stock commences, each of which is highly unlikely. The investors will not have a right

to demand that the Company register the Securities for public sale under applicable securities laws. In addition, the Stock Purchase Agreement contains restrictions on transfer, including a right of first refusal in favor of the Company which may have a chilling effect on the ability to sell the Securities. Even where repurchase or sale rights for the Securities exist there can be no guarantee that a disposition will recover an investor's original investment amount. You may not be able to liquidate your investment at the time, or ever, or on the terms you would like. Accordingly, investors should be prepared to bear the economic risk of an equity position in the Company for an indefinite period. In addition, investors should not invest unless able to withstand the loss of their entire investment amount.

Reliance on Management.

The Company's Board of Directors, through the Company's CEO, has complete discretion and control in the general operations of the Company. The investors will not be able to evaluate for themselves the operation of the Company and must therefore place substantial reliance upon the Company's Board of Directors and officers. Investors are urged to read the Restated Certificate, Bylaws, and Stock Purchase Agreement carefully.

Risks Related to the Company

New Entity

The Company's proposed operations are subject to all of the risks inherent in the establishment of a new business enterprise, including the absence of an operating history in the Company. The likelihood of the success of the Company must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the formation of a new business and the competitive environment in which they will operate.

Ability to Implement Business Plan Dependent on Offering Proceeds Raised

The proceeds from this Offering will be used by the Company among other things for: (a) customer acquisition (sales and marketing activities), (b) to further develop the eCuris technology platform, (c) other operating costs, and (d) costs associated with further capital raises. If the Company is unable to raise funds from this Offering then this would reduce opportunities for the Company and its ability to continue operation. **The Company has had a limited history of operating revenues to date and has total historic revenues of less than USD$10,000.00, all of which were received in 2018, prior to the date of this Offering Memorandum, and from a single source**.

Competition

The Company faces known and unknown competition from other companies engaged in similar business enterprises that are either new entrants or have existing platforms and/or customer bases. It is possible that one or more of the Company's customers may later become a competitor. The success of the Company, in large part, will be dependent upon its ability to compete in the overall patient engagement technology marketplace. There can be no assurance that any of the products or services under the control of the Company will compete successfully in its marketplace.

Risks of Development, Operations and Sales

The profitability of the Company is subject to general economic conditions and other risks in the operation of any business that are beyond the control of the Company and its management, including but not limited to: local economic conditions, the supply and demand of the marketplace, governmental regulations, changes in governmental rules and fiscal policy, tax rates, litigation, business interruptions, "Acts of God," and competition from other similar entities. Inflationary pressures could increase the operating expenses above expected levels. To date, the Company's software development has been outsourced to a third-party vendor in Dnipro, Ukraine. The ongoing insurrection in eastern Ukraine, believed by many to be assisted by Russia, which already seized the Crimea from Ukraine, may result in difficulties in, or complete loss of ability for an indefinite time to, maintaining and developing our software, including the eCuris platform.

Working Capital; Financing

The Company believes that the proceeds from the sale of Series A-2 Preferred, will supply the funds necessary for the continued effort to generate sales and foster development of the eCuris platform for another twelve (12) to eighteen (18) months only. If there is not enough capital for the sales and development for this market and its profit potential, the Company may be required to delay planned product and/or business development. Due to the volatility and uncertainty recently experienced by domestic financial markets, liquidity has tightened in all financial markets. This also impacts the ability of the Company to access credit markets in order to obtain financing on reasonable terms or at all. Therefore, there can be no assurance that sources of funding will be available for subsequent development or future operation of this project. The Company currently operates at a loss and will continue to do so.

Subscriptions

The Company currently is endeavoring to build a subscription-based business for its eCuris platform. To date, income from subscriptions has been less than US$10,000. To reach US$1,000,000 in gross revenue in the 12-18 months from the closing of this Offering will require the Company to grow revenues more than 100-fold. The Company may not be able to grow so rapidly and not doing so may materially negatively affect the Company's viability.

Vitality Coin

The Vitality Coin as a next-phase revenue stream for the Company depends on the ability of the Company to develop the eCuris platform into a broad and significant form of social network focused on participation in improving individual health outcomes. History has shown that the success of such networks depends upon attaining a critical mass of participation and trust and that the first mover is not always the most successful. There are already several competitors to the Company setting out to create networks centered on health outcomes. The eCuris platform may prove to not be the one that attains widespread acceptance and increasing utility. If the eCuris platform does not gain widespread acceptance, there will be little use for the Vitality Coin and the Company's investment in Vitality Coin's development will remain unprofitable.

Intellectual Property

The Company filed a patent for its use of blockchain technology in May 2018 with the U.S. Patent and Trademark Office. The patent has not yet been issued and may be denied or require modification. Whether or not granted, there is risk that this patent may later be challenged as infringing on the protected intellectual property of another which we may not be able to

successfully defend or, if unsuccessful in our defense, we may not be able to license on terms acceptable to the Company. The costs to defend our technology and/or license the technology of others are unknown at this time and may have a material negative impact on our business and ability to remain in operation. The Company may not be able to obtain trademark or service mark protection in all markets for marks including, but not limited to, "Optima Curis", "eCuris", and " Vitality Coin" which may have a material negative impact on our business.

The Company has not engaged any financial advisors. The Company has not engaged any financial advisors to conduct a due diligence examination of the Company, determine the amount of funds needed to conduct its business, or advise on other financial matters. As a result, investors are not able to rely on the results of any such examination or any such advice. In addition, the Company's financial statements and projections have been prepared internally and have not been reviewed or audited by a certified public accountant. Although the Company has endeavored to make financial statements as accurate and clear as possible, the statements may contain errors and may lead investors to make false assumptions about the financial status of the Company.

The Company's legal counsel has not conducted any due diligence with respect to the offering. The Company has engaged outside counsel, licensed in California (collectively, "**Counsel**") to assist the Company in determining legal requirements related to this offering, preparing this offering memorandum and obtaining required approvals under applicable federal and California securities laws. However, Counsel has not conducted any independent due diligence on the Company or otherwise attempted to verify any representations or other statements made by the Company, herein or otherwise, with respect to its business, financial condition, prospects or plans. Counsel does not represent investors with respect to this offering, and investors are hereby advised to consult their own legal and financial advisors in connection with their investment decisions.

Regulatory Risk for Vitality Coin

There is significant risk associated with the lack of established United States SEC and CFTC regulation regarding accepting funds for purchase and storage of value on blockchain-based tokens as either utilities or securities. Though the Company intends that its contemplated VCN tokens for the eCuris platform will be in the nature of a utility token, there is risk to the Company that fund raising activities from VCN tokens will be viewed as sales of securities by US-based regulatory bodies and those of other countries. Though the Company believes the VCN token used for rewards meets the emerging criteria to be viewed in the United States as a utility rather than a security and anticipates regulatory guidance will be issued prior to launch of the VCN token, there exists significant risk to components of the Company's business model in connection with the Vitality Coin should regulation prove unfavorable to current or future development of the Vitality Coin.

Patient Privacy and General Data Privacy Regulations.

Violation of HIPAA or other privacy laws where the Company operates (now or in future) could have significant financial and/or reputational repercussions for Company. The European Union's General Data Protection Regulation may be adopted in other parts of the world in which the Company operates or plans to operate, including affecting the Company's offering of its services in the European Union. If there are breaches of the Company's privacy obligations the resulting costs and damages can materially impact the ability of the Company to conduct business.

One of the potential revenue streams for the Company is from sharing data for targeting advertising or other purposes for users who consent to such. There is risk around the general acceptance of such use on eCuris.

There is potential regulatory risk as regulators address emerging communication technologies and the associated privacy laws that protect general data privacy or sensitive health related information.

Changes to existing regulation in the US and any other country in which the Company may come to operate could cause the Company to make changes to the technology platform and/or the business model or to withdraw from that country with a possible complete loss of investment.

No Assurance of Listing or Sale of Company

There is no assurance that there will be a market for the eventual listing or sale of the Company. The existence of such as market will ultimately depend upon the success of the Company, the value of its platform and customer base, and market conditions that are unknown at this time.

Limited Transferability of the Securities of the Company

Prospective investors must be aware that their ownership of securities in the Company are not, and are never intended to be, registered under the Act and applicable state securities laws. The Shares have been offered and sold by reason of an exemption afforded by Regulation D, or Regulation S, promulgated by the Securities and Exchange Commission under the Act, and similar provisions under state securities laws. The availability of such exemption depends, in part, upon the investment intent of the investor; such intention further restricts the transferability of the Shares. The Shares are subject to restrictions on transfer as set forth in the Company's articles, bylaws and the Stock Purchase Agreement. Accordingly, purchasers of the Shares will need to bear the economic risk of the investment for an indefinite period of time. Prospective investors will be required to represent in writing that they are purchasing the Shares for their own account, for long term investment only, and not with a view towards resale, fractionalization, hypothecation, pledge, division or distribution.

Tax Issues

There are inherent tax consequences associated with any type of an investment. The IRS and other applicable tax authorities constantly review and either revise existing rules, or issue new rules, relating to taxation, resulting in revisions to regulations and interpretations, which could result in reducing or eliminating tax benefits associated with an investment in the Company. ALL PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN FINANCIAL AND TAX ADVISORS TO FULLY UNDERSTAND THE TAX RISKS AND CONSEQUENCES ASSOCIATED WITH AN INVESTMENT IN THE COMPANY, WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATION, PRIOR TO AN INVESTMENT IN THE COMPANY. THIS OFFERING MEMORANDUM IS NOT TO BE CONSTRUED AS TAX, LEGAL, ACCOUNTING OR INVESTMENT ADVICE.

Miscellaneous Risks

(a) The Company is obligated by corporate law to indemnify its Board of Directors and its most senior officers and managers for actions taken on behalf of the Company. Payment of indemnification related costs and expenses would reduce amounts available for operations and could cause the liquidation of the Company. The Company is in the process of obtaining insurance to offset this risk.

(b) Results of operations in the Company and/or any subsidiary that may be formed would be adversely affected if legal claims are brought against any of them and are not favorably resolved.

DISCLAIMER

This Offering Memorandum is being furnished on a confidential basis by the Company. The information contained in this Offering Memorandum has been obtained from due diligence performed by or on behalf of the Company. While the information is believed to be substantially accurate, the information has not been independently verified or audited, and no representation or warranty is made by the Company as to the accuracy, reliability, or completeness of any information in this Offering Memorandum . Investors who are interested in participating in the Offering should conduct their own independent investigation and consult their attorney, business and tax advisors as to legal, business, tax and related matters concerning the investment discussed herein.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS OFFERING MEMORANDUM, OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING MADE HEREBY, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FOR REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, NOT CONTAINED IN THIS OFFERING MEMORANDUM.

SUITABILITY STANDARDS

Shares will be offered and sold pursuant to an exemption pursuant to Rule 506 of Regulation D promulgated under the Securities Act and corresponding exemptions under applicable state securities laws or Regulation S under the Securities Act if available. The Company will accept investment only from those Investors it reasonably believes qualify as "accredited investors" as defined in Regulation D or are resident outside of the United States of America and covered by Regulation S and will not require additional compliance effort or expense by the Company. Each prospective Investor must complete a confidential Investor Suitability Questionnaire, included as an exhibit to this Offering Memorandum , and each Purchaser Representative, if any, must complete a Purchaser Representative Questionnaire, which will be furnished upon written request to the Company.

EACH INVESTOR THAT IS NOT A NATURAL PERSON MUST BE RESPONSIBLE FOR DETERMINING THAT IT IS QUALIFIED TO INVEST PURSUANT TO ITS ORGANIZING DOCUMENTS, THAT ALL APPROPRIATE ACTIONS TO AUTHORIZE SUCH AN INVESTMENT HAVE BEEN TAKEN, AND THAT ANY REQUIREMENTS THAT ITS INVESTMENTS BE DIVERSIFIED OR SUFFICIENTLY LIQUID HAVE BEEN MET.

An Investor will qualify as an "accredited Investor" if he falls within any one of the following categories at the time of the sale of the Shares to that Investor:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any 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 $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the

investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan with the investment decisions made solely by persons that are accredited investors;

(2) A private business development company as defined in Section 202(a) (22) of the Investment Advisers Act of 1940;

(3) An organization described in Section 501(c) (3) of the Internal Revenue Code, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of $5,000,000;

(4) A director or executive officer of the Company;

(5) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase of the Shares, exceeds $1,000,000;

(6) A natural person who had an individual 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 has a reasonable expectation of reaching the same income level in the current year;

(7) A trust with total assets in excess of $5,000,000, 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) of Regulation D; and

(8) An entity in which all of the equity owners are accredited investors (as defined above).

The term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose of (5) above, the principal residence of the investor must be valued at cost, including 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 adjusted gross income.

AN INVESTOR WHO DOES NOT QUALIFY AS AN ACCREDITED INVESTOR MAY NOT ACQUIRE SHARES UNLESS QUALIFICATION IS UNDER REGULATION S AND OTHER CONDITIONS ARE MET.

ADDITIONAL SUITABILITY REQUIREMENTS FOR BENEFIT PLAN INVESTORS

In addition to the foregoing suitability standards generally applicable to all Investors, the Employee Retirement Income Security Act of 1934, as amended (ERISA), and the regulations promulgated thereunder by the Department of Labor, impose certain additional suitability standards for Investors that are qualified pension, profit-sharing or stock bonus plans (Benefit Plan Investor). In considering the purchase of Shares, a fiduciary with respect to a prospective Benefit Plan Investor must consider whether an investment in the Shares will satisfy the prudence requirement of Section 404(a)(1)(B) of ERISA, since there is not expected to be any market created in which to sell or otherwise dispose of the Shares. In addition, the fiduciary must consider whether the investment in Shares will satisfy the diversification requirement of Section 404(a) (1) (C) of ERISA.

ADDITIONAL INFORMATION

This Offering Memorandum , together with the exhibits, has been prepared from information supplied by the Company. Certain information concerning economic trends and performance is based upon or derived from information provided by third-party consultants and other industry sources. The Company believes that such information is accurate and that the sources from which it has been obtained are reliable. The Company cannot guarantee the accuracy of such information, however, and the assumptions on which any projections of future trends and performance are based have not been independently verified. The summaries of, and references to, various documents in this Offering Memorandum do not purport to be complete, and in each instance reference should be made to the copy of such document which is either provided with this Offering Memorandum or which will be made available to Offerees and their professional advisors upon request.

RESTRICTIONS AND SUBSCRIPTIONS

The Company reserves the right to reject any tendered subscription in whole or in part in its absolute discretion at any time prior to giving notice of book entry of ownership as evidence of the investor's purchase of the Shares. If the Company rejects a subscription for any reason, including, without limitation, termination of the Offering, then the Company will return to the investor all subscription documents and the tendered purchase price, without interest or deduction.

The Offering will continue from the Offering Date until December 31, 2018, and the Company will have the right to extend the Offering June 30, 2019, without notice. The Company also reserves the right to reduce the size of the Offering and to terminate the Offering at any time, in its sole discretion.

CLOSING

Closing will occur for each investor at the time of the Company accepting all required documents and receiving full payment for the Securities.

If the investor uses a purchaser representative, then he/she should also deliver an executed copy of the Investor Representative Questionnaire (copies of which will be supplied to prospective investors upon request).

Upon execution and delivery of the executed Investment Documents, the investor will become bound by their terms. The Stock Purchase Agreement will not be revocable by the investor, and, unless such subscription is rejected by the Company or the Offering is subsequently terminated, the investor will become a stockholder upon the Company notifying the investor that Company has received payment and in turn executed the Stock Purchase Agreement.

Subscriptions will be rejected for failure to conform to the requirements of the Offering, insufficient documentation, or such other reasons as the Company may determine, in the Company's sole discretion. If the Company rejects any subscription, then the Company will promptly notify the investor of such rejection and return to the investor the funds paid by the investor, if any, without interest.

An investment in the Shares is suitable only for the sophisticated investor who qualifies as an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act and who has business and financial experience (either alone or with his/her purchaser representative) such that the investor is capable of evaluating the merits and risks of an investment in the Company. The suitability standards for investors as set forth previously under the heading "Suitability Standards", are also described in the Investor

Suitability Questionnaire that must be executed as part of the subscription package to acquire Shares in the Company.

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EXHIBIT "A"

Second Amended and Restated Certificate of Incorporation of Optima Curis Inc. and Bylaws

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OPTIMA CURIS INC.

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

The undersigned hereby certify that:

The Certificate of Incorporation of Optima Curis Inc. was originally filed with the Secretary of State of Delaware on January 19, 2016.

The First Amended and Restated Certificate of Incorporation of Optima Curis Inc. was filed with the Secretary of State of Delaware on Sept.19, 2016.

The Second Amended and Restated Certificate of Incorporation of Optima Curis Inc. shall be amended and restated to read in full as follows:

ARTICLE I: NAME.

The name of this corporation is Optima Curis Inc. (the "*Corporation*").

ARTICLE II: REGISTERED OFFICE.

The address of the registered office of the Corporation in the State of Delaware is 108 West 13th Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is Business Filings Incorporated.

ARTICLE III: PURPOSE.

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV: AUTHORIZED SHARES.

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (a) 5,000,000 shares of Common Stock, $0.00001 par value per share ("*Common Stock*") with 2,500,000 shares of Common Stock reserved for possible conversion of the Preferred Stock, and (b) 2,500,000 shares of Preferred Stock, $0.00001 par value per share ("*Preferred Stock*"). As of the effective date of this Restated Certificate of Incorporation (this "*Restated Certificate*"), of the 2,500,000 shares of the authorized Preferred Stock of the Corporation, 785,000 are hereby designated "*Series A-1 Preferred Stock*" and are convertible at a ratio of 1:1 into common stock subject to adjustment as provided in Section 5 and only at the times provided in this Restated Certificate and 1,715,000 are hereby designated "*Series A-2 Preferred Stock*" and are convertible at a ratio of 1:1 into common stock subject to adjustment as provided in Section 5 and only at the times provided in this Restated Certificate. No fractional share shall be issued in connection with any stock split(s); all shares of a class or series of capital stock so split that are held by a shareholder will be aggregated by such class or series subsequent to the split

and the corporation shall pay in cash the fair value of such fractional shares, as determined in good faith by the corporation's Board of Directors when those entitled to receive such fractional shares are determined.

The following is a statement of the designations and the rights, powers and preferences, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). No person entitled to vote at an election for directors may cumulate votes to which such person is entitled, unless, at the time of such election, the Corporation is subject to Section 2115 of the California Corporations Code. During such time or times that the Corporation is subject to Section 2115(b) of the California Corporations Code, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Restated Certificate) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law and without a separate class vote of the holders of the Common Stock.

PREFERRED STOCK

The following rights, powers and preferences, and restrictions, qualifications and limitations, shall apply to the Preferred Stock. Unless otherwise indicated, references to "Sections" in this Part B of this Article IV refer to sections of this Part B.

1. Dividends.

1.1 Participation. If the Board shall declare dividends out of funds legally available therefor in a calendar year, then such dividends shall be declared pro rata on the Common Stock and the Preferred Stock on a pari passu basis according to the number of shares of Common Stock held by such holders. For this purpose each holder of shares of Preferred Stock is to be treated as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to Sections 4 and 5.

1.2 Non-Cash Dividends. Whenever a dividend provided for in this Section 1 shall be payable in property other than cash, the value of such dividend shall be deemed to be the fair market value of such property as determined in good faith by the Board.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation (merger, reorganization or similar transaction will be treated as a liquidation), dissolution or winding up of the Corporation, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, then subject to Section 2.2 below, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the funds and assets available for distribution to its stockholders, an amount per share equal the Original Issue Price for such share of Preferred Stock, plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution, or winding up of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation shall be insufficient to pay the holders of shares of Preferred Stock the full amounts to which they are entitled under this Section 2.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. In the case of the Series A-1 Preferred Stock, the "***Original Issue Price***" shall mean $1.00 per share, subject to appropriate adjustment in the event of any stock splits and combinations of shares and for dividends paid on the Series A-1 Preferred Stock in shares of such stock and for the Series A-2 Preferred Stock, the "***Original Issue Price***" shall mean $2.43531 per share, subject to appropriate adjustment in the event of any stock splits and combinations of shares and for dividends paid on the Series A-2 Preferred Stock in shares of such stock.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation (merger, reorganization or similar transaction will be treated as a liquidation), dissolution, or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock as provided in Section 2.1, the remaining funds and assets available for distribution to the stockholders of the Corporation shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Fractional votes shall not be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred stock held by each holder could be converted) shall be rounded to the nearest whole number (with a fractional share equal to one-half also being rounded upward). Except as provided by law or by the other provisions of this Restated Certificate including but not limited to Article IV, Section A(2) regarding cumulative voting, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class on an as-converted basis, shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation.

3.2 Election of Directors.

3.2.1 Election. As provided in the Bylaws of the Corporation.

3.2.2 Vacancies Not Caused by Removal. As provided in the Bylaws of the Corporation.

3.2.3 Vacancies Caused by Removal. Any director elected as provided in the preceding sentences may be removed without cause as provided in the Bylaws of the Corporation. Any such vacancy may be filled as provided in the Bylaws of the Corporation.

3.2.4 Procedure. Subject to Section 141(k) of the General Corporation Law, at any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares entitled to elect such director shall constitute a quorum for the purpose of electing such director and the candidate or candidates to be elected shall be those who receive the highest number of affirmative votes (on an as-converted basis) of the outstanding shares present and entitled to vote. Subject to Section 141(k) of the General Corporation Law, in the case of an action taken by written consent without a meeting, the candidate or candidates to be elected shall be those who are elected by the written consent of the holders of a majority of all shares entitled to vote.

3.3 Preferred Stock Protective Provisions. At any time when any shares of Preferred Stock remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Restated Certificate) the written consent, or affirmative vote at a meeting and evidenced in writing, of the holders of at least a majority of the then outstanding shares of Preferred Stock, consenting or voting together as a single class on an as-converted basis:

(a) redeem or repurchase any shares of Common Stock, other than (i) pursuant to an agreement with an employee, consultant, director or other service provider to the Corporation or any of its wholly owned subsidiaries (collectively, "***Service***

Providers") giving the Corporation the right to repurchase shares at the lesser of the then fair market value or the original cost thereof upon the termination of services, (ii) an exercise of a right of first refusal in favor of the Corporation pursuant to an agreement with any Service Provider, which exercise has been approved by the Board, (iii) any redemption or repurchase of Preferred Stock expressly authorized in the certificate of incorporation of the Corporation, as then in effect;

(b) change the authorized number of shares;

(c) authorize a new series of Preferred Stock having rights senior to or on parity with the Preferred Stock;

(d) liquidate (merger, reorganization or similar transaction will be treated as a liquidation), dissolve or wind-up the business and affairs of the Corporation, or consent, agree or commit to any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Section 3.3;

(e) increase or decrease the authorized number of directors constituting the Board;

(f) declare or pay any dividend;

(g) exclusively license any technology or intellectual property rights of the Corporation or any of its subsidiaries that constitutes the effective disposition of a material portion of the technology or intellectual property of the Corporation and its subsidiaries, taken as a whole, other than any such licenses that expire or can be terminated by the Corporation within two years and that are limited in scope to particular countries or other geographical regions and/or to particular fields of use; or

(h) otherwise amend, alter, restate, or repeal any provision of the certificate of incorporation of the Corporation, as then in effect or the Bylaws of the Corporation in a manner that adversely affects the Preferred Stock.

4. Conversion Rights. In addition to optional conversion into Common Stock (subject to Section 5 below) at any time with notice to the Corporation the holders of the Preferred Stock shall have conversion rights as follows (the "***Conversion Rights***"):

4.1 Mandatory Conversion.

4.1.1 Automatic Conversion. Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the outstanding shares of Preferred Stock at the time of such vote or consent, voting together as a single class on an as-converted basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "***Mandatory Conversion Time***"), (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the applicable ratio described in this Restated Certificate or the stock purchase agreement pursuant to which such shares of Preferred Stock were issued, subject

to such terms being adjusted from time to time in accordance with this Restated Certificate and (ii) such shares may not be reissued by the Corporation.

4.1.2 Mandatory Conversion Procedural Requirements.

(a) All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant this Restated Certificate. Unless otherwise provided in this Restated Certificate, such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender such holder's certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this section.

(b) If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or by such holder's attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to this section, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this section. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to such holder's nominee(s), a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in this Restated Certificate in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock (and the applicable series thereof) accordingly.

4.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation, the Conversion Rights shall terminate at the close of business on the third day preceding the date fixed for the first payment of any funds and assets distributable on such event to the holders of Preferred Stock.

5. Adjustments.

5.1 Adjustments for Diluting Issuances. Reserved.

5.2 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date for a series of Preferred Stock effect a subdivision of the outstanding Common Stock, the terms for conversion for such series of Preferred Stock in effect immediately before that subdivision shall be proportionately adjusted so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased or decreased in proportion to such increase or decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this section shall become effective at the close of business on the date the subdivision or combination becomes effective.

5.3 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date for a series of Preferred Stock shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock), then and in each such event the holders of such series of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities in an amount equal to the amount of such securities as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

5.4 Adjustment for Reclassification, Exchange and Substitution. If, at any time or from time to time after the Original Issue Date for a series of Preferred Stock, the Common Stock issuable upon the conversion of such series of Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation already covered elsewhere herein), then in any such event each holder of such series of Preferred Stock shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change.

5.5 Adjustment for Merger or Consolidation. If there shall occur any consolidation or merger involving the Corporation in which the Common Stock (but not a series of Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction already expressly covered herein), then, following any such consolidation or merger, provision shall be made that each share of such series of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in Section 4 and this Section 5 with respect to the rights and interests thereafter of the holders of such series of Preferred Stock, to the end that the provisions set forth in Section 4 and this Section 5 shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock.

5.6 General Conversion Provisions.

5.6.1 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section 5, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than the period specified by applicable law, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of any series of Preferred Stock (but in any event not later than the period specified by applicable law), furnish or cause to be furnished to such holder a certificate setting forth (a) the Conversion Price of such series of Preferred Stock then in effect and (b) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such series of Preferred Stock.

5.6.2 Reservation of Shares. The Corporation shall at all times while any share of Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Restated Certificate. Before taking any action that would cause an adjustment reducing the Conversion Price of a series of Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of such series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

5.6.3 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

5.6.4 No Further Adjustment after Conversion. Upon any conversion of shares of Preferred Stock into Common Stock, no adjustment to the Conversion Price of the applicable series of Preferred Stock shall be made with respect to the converted shares for any declared but unpaid dividends on such series of Preferred Stock or on the Common Stock delivered upon conversion.

6. No Reissuance of Redeemed or Otherwise Acquired Preferred Stock. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights, powers and preferences granted to the holders of Preferred Stock following the close of business on the third day preceding the redemption date for such shares.

7. Waiver. Any of the rights, powers, preferences and other terms of a series of the Preferred Stock or the Preferred Stock as a class that are set forth herein may be waived on behalf of all holders of such series of Preferred Stock or the Preferred Stock as a class by the affirmative written consent or vote of the holders of at least that number of shares required under Section 3.3 above of the shares of such series of Preferred Stock or such Preferred Stock as a class that are then outstanding, treating any convertible Preferred Stock as-if converted to Common Stock.

8. Notice of Record Date. In the event:

(a) the Corporation shall set a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation or any reclassification of the Common Stock of the Corporation; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or subscription right, and the amount and character of such dividend, distribution or subscription right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent (A) at least 20 days prior to the earlier of the record date or effective date for the event specified in such notice or (B) such fewer number of days as may be approved the holders of a majority of the outstanding shares of Preferred Stock acting as a single class on an as-converted basis.

9. Notices. Except as otherwise provided herein, any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation for such holder, given by the holder to the Corporation for the purpose of notice or given by electronic

communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission. If no such address appears or is given, notice shall be deemed given at the place where the principal executive office of the Corporation is located.

ARTICLE V: PREEMPTIVE RIGHTS.

No stockholder of the Corporation shall have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and any stockholder.

ARTICLE VI: STOCK REPURCHASES.

In connection with repurchases by the Corporation of its Common Stock from Service Providers pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Sections 500, 502 and 503 of the Corporations Code of the State of California shall not apply in all or in part with respect to such repurchases.

ARTICLE VII: BYLAW PROVISIONS.

A. AMENDMENT OF BYLAWS. Subject to any additional vote required by the Restated Certificate or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

B. NUMBER OF DIRECTORS. Subject to any additional vote required by the Restated Certificate, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

C. BALLOT. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

D. MEETINGS AND BOOKS. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE VIII: DIRECTOR LIABILITY.

A. LIMITATION. To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended. Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the

Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

B. INDEMNIFICATION. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

C. MODIFICATION. Any amendment, repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE IX: CORPORATE OPPORTUNITIES.

In the event that a director of the Corporation who is also a partner or employee of an entity that is a holder of Preferred Stock and that is in the business of investing and reinvesting in other entities (each, a "*Fund*"), acquires knowledge of a potential transaction or matter in such person's capacity as a partner or employee of the Fund and that may be a corporate opportunity for both the Corporation and such Fund, such director shall to the fullest extent permitted by law have fully satisfied and fulfilled such director's fiduciary duty to the Corporation and its stockholders with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its affiliates, if such director acts in good faith in a manner consistent with the following policy: a corporate opportunity offered to any person who is a director of the Corporation, and who is also a partner or employee of a Fund shall belong to such Fund, unless such opportunity was expressly offered to such person solely in his or her capacity as a director of the Corporation.

ARTICLE X: CREDITOR AND STOCKHOLDER COMPROMISES

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of §291 of Title 8 of the General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under §279 of Title 8 of the General Corporation Law order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a

consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

* * * * * * * * * * *

IN WITNESS WHEREOF, the undersigned, as President and Chief Executive Officer, hereby acknowledge under penalty of perjury, that the foregoing Amended and Restated Certificate of Incorporation is a true and correct copy of what has been duly adopted and approved in accordance with Sections 228, 242 and 245 of the Delaware General Corporation Law with effect for accounting purposes from December 21, 2017.

_____

PAUL VISKOVICH, PRESIDENT AND CHIEF EXECUTIVE OFFICER

DATED: _____

BY-LAWS
OF
OPTIMA CURIS INC.

ARTICLE I
SHAREHOLDERS

1. Annual Meeting. Optima Curis Inc., a Delaware corporation (the "**Corporation**") shall hold an annual meeting of shareholders on **May 15th** of each year, or at such other date fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. If the annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

2. Special Meetings. The Secretary (or in case of the death, absence, incapacity or refusal of the Secretary, another officer) shall call the special meetings of the shareholders pursuant to a notice setting forth the purposes for which the meeting is to be held. The President, the Directors, or the holders of at least ten (10) per cent of all the votes entitled to be cast on any issue to be considered at the proposed special meeting may also call a special meeting of shareholders by signing, dating, and delivering to the Secretary a written demand for the meeting describing the purpose for which it is to be held. Only business within the purposes described in the meeting notice may be conducted at a special shareholders' meeting.

3. Meeting Place. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

4. Notice Requirement. A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) at least seven (7) days (but not nor more than sixty (60) days) before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

5. Notice Waiver. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting

waives objection: (a) to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Delaware General Corporation Law, as in effect from time to time (the "DGCL"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the DGCL. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of the DGCL and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including (where applicable) with respect to separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

9. Action by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

10. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

11. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need

not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxy-holders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy-holder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxy-holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxy-holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

12. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

13. Shareholders List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group and, within each voting group, by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified

in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II
DIRECTORS

1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Corporation's Board of Directors.

2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors. Unless otherwise provided in the Articles of Organization, and until further action by the shareholders or the Board of Directors, if the Corporation has more than one shareholder, the number of Directors shall not be fewer than one, except that whenever there shall be only two shareholders, the number of Directors shall not be fewer than two. Except as otherwise provided in these Bylaws or in the Articles of Organization, the shareholders shall elect the Directors at the annual shareholder's meeting.

3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

7. Removal. The shareholders may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

8. Regular Meetings. The annual meeting of Directors shall be held immediately after the annual shareholders meeting, or at such other time and place as fixed by the Board of Directors, without notice of the date, time, place or purpose of the meeting. Other regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

9. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

11. Notice Waiver. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after

adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

14. Action By Written Consent. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the DGCL requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors.

17. Compensation. The Board of Directors may fix the compensation of Directors.

ARTICLE III
MANNER OF NOTICE

1. Form of Notice Generally. Notice hereunder shall be in writing, unless oral notice is reasonable under the circumstances.

2. Form of Written Notice. Written notice may be communicated by delivery service, mail, facsimile, email, or other electronic means.

3. Effective Receipt of Written Notice.

(a) **Non-Electronic**. Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received, (2) five days after its deposit in the United States mail, if mailed postpaid and addressed to the shareholder's address shown in the Corporation's current record of shareholders, (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(b) **Electronic**. Written notice by electronic transmission is effective (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

4. Oral Notice. Oral notice may be communicated in person, by telephone, or by voice-mail. Oral notice is effective when communicated if communicated in a comprehensible manner.

5. Other Notice. If the above-described forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication.

ARTICLE IV
OFFICERS

1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The same individual may simultaneously hold more than one office in the Corporation. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

3. Tenure. Officers shall hold office from the date of appointment until: (a) the Annual Board Meeting and (b) their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them and subject to the officer's right of resignation. For purposes of this Section only, "**Annual Board Meeting**" means the first meeting of the Directors after the annual shareholders meeting following the officer's appointment.

4. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

6. Removal. The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

7. President. Unless the Board of Directors provide otherwise, the President shall (a) be the chief executive officer of the Corporation, (b) preside at all meetings of the shareholders (when present) and all meetings of the Directors (if there is no Chairman of the Board of Directors), and (c) perform such duties and have such powers additional to the foregoing as the Directors shall designate.

8. Vice-President. Subject to the direction of (or as otherwise provided by) the Directors, the Vice-President shall, (1)) have the authority to execute contracts on behalf the Corporation and (2) in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

9. Treasurer. Subject to the direction of (or as otherwise provided by) the Directors, the Treasurer shall (a) have general charge of the financial affairs of the Corporation, (b) cause to be kept accurate books of accounts, (c) have custody of all funds, securities, and valuable documents of the Corporation, and (d) shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

10. Secretary. The Secretary shall (a) be responsible for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation, and (b) perform such duties and have such powers additional to the foregoing as the Directors shall designate.

ARTICLE V
PROVISIONS RELATING TO SHARES

1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to

the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of Delaware; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

3. Un-Certificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the DGCL to be on certificates.

4. Record and Beneficial Owners. The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI
CORPORATE RECORDS

1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within the State of Delaware a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under the DGCL for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Delaware Secretary of State.

2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

3. <u>Scope of Inspection Right</u>.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The

charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII
INDEMNIFICATION

1. Definitions. In this Article the following words shall have the following meanings unless the context requires otherwise:

"**Corporation**" includes any domestic or foreign predecessor entity of the Corporation in a merger.

"**Director**" or "**officer**", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"**Disinterested Director**", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"**Expenses**" includes counsel fees.

"**Liability**", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"**Party**", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"**Proceeding**", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by the specific Sections of DGCL related thereto or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by the DGCL or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately

determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

4. Determination of Indemnification. Subject to a Director's right to seek a subsequent judicial determination, the determination of whether a Director has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provided in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure so to notify shall not affect the Corporation's obligation to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as

otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

6. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

7. Application of this Article.

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the DGCL are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the State of Delaware are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with December 31 in each year.

ARTICLE IX
AMENDMENTS

(a) The shareholders shall have the power to make, amend or repeal these Bylaws. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the DGCL, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the DGCL may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

EXHIBIT "B"

INVESTOR SUITABILITY QUESTIONNAIRE

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INVESTOR SUITABILITY QUESTIONNAIRE

The undersigned represents and warrants that he, she or it comes within one of the categories marked below, and that for any category marked, he, she, or it has truthfully set forth the factual basis or reason the undersigned comes within that category. ALL INFORMATION IN RESPONSE TO THIS QUESTIONNAIRE WILL BE KEPT STRICTLY CONFIDENTIAL. The undersigned agrees to furnish such additional information as is reasonably necessary to verify the answers set forth below.

Please mark each applicable box:

- ❑The undersigned is a natural person who has an individual net worth, or joint net worth with his or her spouse, that presently exceeds US$1,000,000.

  Explanation. The term "net worth" means the excess of assets at fair market value, including home and personal property and assets of a revocable grantor trust of the individual grantor of such trust, over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

- ❑The undersigned is a natural person who had an individual income in excess of US$200,000 in each of the two most recent years, or joint income with their spouse in excess of US$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

  Explanation. The term "individual income" means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amount attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under section 611 *et seq*. of the Code; and (iv) any deduction for long term capital gains under section 1202 of the Code.

- ❑The undersigned is a director or executive officer of Optima Curis Inc.

- ❑The undersigned is a trust (not formed for the specific purpose of potentially making an investment in connection herewith) with total assets in excess of US$5,000,000, where the purchase is directed by a "sophisticated person" as defined in Rule 506(b)(2)(ii) promulgated under the Securities Act of 1933. Such "sophisticated person" has the knowledge and experience in financial and business matters to capably evaluate the merits and risks of the prospective investment.

- ❑The undersigned, as described under "Suitability Standards" in the Offering Memorandum to which this questionnaire is attached as an exhibit, is (i) a bank or savings and loan association; (ii) an insurance company; (iii) a registered broker-dealer; (iv) a registered investment company or business development company; or (v) a licensed small business investment company.
  Describe entity: _____

- ❑The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
  Describe entity: _____

- ❑The undersigned is a corporation, partnership, limited liability company or business trust, in each case not formed for the specific purpose of potentially making an investment in connection herewith and with total assets in excess of US$5,000,000.
  Describe entity: _____

- ❑The undersigned, is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000. Describe entity: _____
- ❑The undersigned is an entity, all the equity owners of which are "accredited investors" within one or more of the above categories. Describe entity: _____
- ❑The undersigned is not a U.S. citizen and is resident outside the U.S.A. and represents to the Company that the undersigned, under the laws of the jurisdiction in which the undersigned is resident and/or receives this offer, is a person to whom this offer of the Company's securities may be made without requiring additional compliance effort by, or expense to, the Company.
- ❑The undersigned is not within any of the categories above and is therefore not an accredited investor. **(THE COMPANY will not accept subscriptions from non-accredited investors.)**

The undersigned is informed of the significance of the foregoing representations, and they are made with the intention that they will be relied upon in connection with any potential investment made in connection herewith.

THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY) AND HOLD THE COMPANY, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' FEES, WHICH SHALL BE PAID AS INCURRED) THAT ANY OF THEM MAY INCUR, IN ANY MANNER OR TO ANY PERSON, BY REASON OF THE FALSITY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION FURNISHED BY THE UNDERSIGNED HEREIN OR IN ANY DOCUMENT SUBMITTED HEREWITH. THE FOREGOING INDEMNIFICATION OBLIGATION SHALL SURVIVE UNTIL THE LIQUIDATION OF THE COMPANY.

Signature: _____ Date: _____

_____

(Print Name of Person Signing)

_____

If the signature above is made to bind, and on behalf of another, then write above the name of the entity and the individual's capacity in relation to the entity in which the individual above is signing.

ENTITIES (i.e., trust, corporation, partnership or limited liability company)

FOR IRA OR ERISA PLANS, BOTH TRUSTEE AND BENEFICIAL OWNER(S) MUST SIGN.

EXHIBIT "C"

STOCK PURCHASE AGREEMENT

The Balance of this Page is intentionally left blank.

THE SHARES ISSUABLE PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE COMPANY DOES NOT OBLIGATE ITSELF TO ASSIST PURCHASER WITH SECURITIES COMPLIANCE IN THE U.S.A. OR ANY OTHER JURISDICTION.

FOR PURCHASERS DOMICILED OUTSIDE THE U.S., THE ISSUANCE OF THESE SHARES FOR U.S. COMPLIANCE PURPOSES IS UNDER REGULATION S IF AVAILABLE. REGULATION S REQUIRES, AMONG OTHER REQUIREMENTS, THAT FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE THESE SHARES NOT BE TRANSFERRED TO A PERSON DOMICILED/RESIDENT IN THE U.S.A. THEREFORE, THE COMPANY WILL NOT EFFECT ANY SUCH TRANSFER DURING SUCH PERIOD WITHOUT FIRST BEING PROVIDED AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT ANY SUCH PROPOSED TRANSFER WILL BE IN COMPLIANCE WITH U.S. SECURITIES LAWS WITHOUT ADDITIONAL ACTION BY THE COMPANY.

THESE ARE ILLIQUID SHARES OF A PRIVATE COMPANY. NO UNDERTAKING IS GIVEN THAT THESE SECURITIES WILL EVER BE MARKETABLE OR VALUABLE. IN EVALUATING WHETHER TO PARTICIPATE YOU ARE REQUIRED, AND YOUR SIGNATURE BELOW REPRESENTS, THAT YOU: (i) HAVE CONSULTED WITH YOUR PERSONAL FINANCIAL ADVISOR, (ii) UNDERSTAND THAT IT IS MORE LIKELY THAN NOT THAT YOU WILL LOSE ALL OF YOUR INVESTMENT IF YOU INVEST, AND (iii) ARE COMFORTABLE WITH THE SECURITY OF YOUR OWN FINANCIAL POSITION TO WEATHER THE POTENTIAL LOSS FROM MAKING THIS INVESTMENT.

OPTIMA CURIS INC.

PREFERRED STOCK PURCHASE AGREEMENT
(Reg. D – Accredited Investors Only, or Reg. S if available)
(SERIES A)

This Restricted Stock Purchase Agreement (the "***Agreement***") is made and entered into as of the date by which both parties have signed below and the Company has received payment of the Purchase Price (the "***Effective Date***") by and between Optima Curis Inc., a Delaware corporation (the "***Company***"), and the purchaser named below (the "***Purchaser***").

Name of Purchaser	Issue Date	Total Number of Shares	Purchase Price Per Share	Total Purchase Price
	Effective Date		**US$2.43531***	**US$_____***

1. PURCHASE OF SHARES.

1.1 Purchase of Shares. On the Effective Date and subject to the terms and conditions of this Agreement, Purchaser hereby purchases from the Company, and the Company hereby sells to Purchaser, the Total Number of Series A-2 Preferred Shares set forth above (the "***Shares***") at the Purchase Price Per Share as set forth above (the "***Purchase Price Per Share***") for a Total Purchase Price in United States Dollars as set forth above (the "***Purchase Price***"). As used in this Agreement, the term "***Shares***" includes the Shares purchased under this Agreement and all securities received (a) in replacement of the Shares, (b) as a result of stock dividends or stock splits with respect to the Shares, and (c) in replacement of the Shares in a merger, recapitalization, reorganization or similar corporate transaction.

1.2 Payment. Purchaser has already delivered or will deliver payment of the Purchase Price in cash (by check or wire transfer). If received, then receipt of which is hereby acknowledged by the Company, if not yet received, then actual purchase and recording in the books of the Company shall not occur until full payment has been received by the Company.

2. DELIVERIES. Purchaser hereby delivers to the Company at its principal executive offices, Attn: President: (a) this completed and signed Agreement, (b) a copy of a blank Stock Power and Assignment Separate from Stock Certificate in the form of Exhibit 1 attached hereto (the "***Stock Powers***"), executed by Purchaser, and (c) the Purchase Price and payment or other provision for any applicable tax obligations (a copy of such check or wire transfer confirmation shall be attached hereto as Exhibit 2). Upon its receipt of the Purchase Price, payment or other provision for any applicable tax obligations and all the documents to be executed and delivered by Purchaser to the Company, the Company will deliver to Purchaser confirmation of book entry of the purchased Shares, the legends applicable thereto and their retention in escrow as provided herein until expiration or termination of the Company's Refusal Right described in Section 5.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to the Company as follows.

3.1 Risk of Loss/Adverse Tax Consequences. Purchaser acknowledges that there may be adverse tax consequences upon disposition of the Shares, and that Purchaser should consult a tax adviser prior to such exercise or disposition. Purchaser acknowledges there is a risk of loss of Purchaser's entire investment in the Shares.

3.2 Shares Not Registered or Qualified. Purchaser understands and acknowledges that the Shares have not been registered with the SEC under the Securities Act, or with any securities regulatory agency administering any state securities laws, and that, notwithstanding any other provision of this Agreement to the contrary, the purchase of any Shares is expressly conditioned upon compliance with the Securities Act and all applicable state securities laws. Purchaser agrees to cooperate with the Company to ensure compliance with such laws if and when such is necessary.

3.3 No Transfer Unless Registered or Exempt. Purchaser understands that Purchaser may not transfer any Shares unless such Shares are registered under the Securities Act or qualified under applicable state securities laws or unless, in the opinion of counsel to the Company, exemptions from such registration and qualification requirements are available. Purchaser understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Shares. Purchaser has also been advised that exemptions from registration and qualification may not be available or may not permit Purchaser to transfer all or any of the Shares in the amounts or at the times proposed by Purchaser.

3.4 **Authority**. Purchaser has full power and authority to enter into this Agreement. This Agreement to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.5 Sophistication; Preexisting Relationship. Purchaser is either: (a) is a sophisticated investor having such knowledge and experience in financial matters that Purchaser is able to fend for him or herself in connection with an investment in the Company, is capable of evaluating the merits and risks of this investment and is financially capable of bearing a total loss of this investment or (b) has a preexisting personal or business relationship with the Company and/or certain of the Company's officers and/or directors of a nature and duration that is sufficient to make Purchaser aware of the character, business acumen and general business and financial circumstances of the Company and/or such officers and directors. Further, Purchaser represents that Purchaser is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D, as presently in effect or is permitted to participate under an exemption from registration under the federal securities laws.

3.6 Access to Information. Purchaser acknowledges receipt of, and adequate time to review, the Company's Confidential Offering Memorandum ("***Offering Memorandum***") to which this Agreement is attached as Exhibit C. Purchaser has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Purchaser reasonably considers important in deciding to purchase the Shares, and Purchaser has had ample opportunity to ask questions of the Company's representatives concerning such matters and to consult with Purchaser's advisors. In signing this Agreement, Purchaser acknowledges that Purchaser has not relied on any statements or representations inconsistent with those contained in the Offering Memorandum, or such additional materials and answers, if any, from the Company's representatives.

3.7 Understanding of Risks. Purchaser is fully aware of: (a) the highly speculative nature of the investment in the Shares; (b) the financial hazards involved; (c) the lack of liquidity of the Shares and the restrictions on transferability of the Shares (e.g., that Purchaser may not be able to sell or dispose of the Shares or use them as collateral for loans); (d) the qualifications and backgrounds of the management of the Company; and (e) the tax consequences of investment in the Shares. Purchaser, being a sophisticated investor with knowledge and experience in financial and business matters, is capable of and has carefully considered and evaluated the risks and benefits of an investment in the Shares subject to this Agreement. Purchaser represents that it is capable of bearing the economic risk of purchasing the Shares subject to this Agreement. Further, Purchaser has sought advice with regard to such considerations and has relied solely on the advice of, or has consulted with, the personal legal, tax, investment and/or other advisers of Purchaser in entering into this Agreement. Purchaser agrees that counsel representing the Company does not represent Purchaser and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing Purchaser or any other investor in any respect.

3.8 Purchase for Own Account for Investment. Purchaser is purchasing the Shares for Purchaser's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act. Purchaser has no present intention of selling or otherwise disposing of all or any portion of the Shares and no one other than Purchaser has any beneficial ownership of any of the Shares.

3.9 No General Solicitation. Purchaser agrees that at no time was Purchaser presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Shares.

3.10 SEC Rule 144. Purchaser has been advised that SEC Rule 144 promulgated under the Securities Act, which permits certain limited sales of unregistered securities, is not presently available with respect to the Shares and, in any event, requires that the Shares be held for a minimum of six (6) months, and in certain cases one (1) year, after they have been purchased and paid for (within the meaning of Rule 144). Purchaser understands that Rule 144 may indefinitely restrict transfer of the Shares so long as Purchaser remains an "affiliate" of the Company or if "current public information" about the Company (as defined in Rule 144) is not publicly available.

4. MARKET STANDOFF AGREEMENT. Purchaser agrees in connection with any registration of the Company's securities under the Securities Act or other public offering that, upon the request of the Company or the underwriters managing any registered public offering of the Company's securities, Purchaser will not sell or otherwise dispose of any Shares without the prior written consent of the Company or such managing underwriters, as the case may be, for a period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration requested by such managing underwriters and subject to all restrictions as the Company or the managing underwriters may specify for employee-stockholders generally. Further, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news, or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, if required by the underwriters or the Company, the restrictions imposed by this Section 4 shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. For purposes of this Section 4, the term "Company" shall include any wholly-owned subsidiary of the Company into which the Company merges or consolidates. In order to enforce the foregoing covenant, the Company shall have the right to place restrictive legends on the certificates representing the shares subject to this Section and to impose stop transfer instructions with respect to the Shares until the end of such period. Purchaser further agrees that the underwriters of any such public offering shall be third party beneficiaries of this Section 4 and agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing.

5. COMPANY'S REFUSAL RIGHT. Before any Shares held by Purchaser or any transferee of such Shares (either sometimes referred to herein as the "***Holder***") may be sold or otherwise transferred (including, without limitation, a transfer by gift or operation of law), the Company and/or its assignee(s) will have a right of first refusal to purchase the Shares to be sold or transferred (the "***Offered Shares***") on the terms and conditions set forth in this Section (the "***Refusal Right***").

5.1 Notice of Proposed Transfer. The Holder of the Offered Shares will deliver to the Company a written notice (the "***Notice***") stating: (a) the Holder's bona fide intention to sell or otherwise transfer the Offered Shares; (b) the name and address of each proposed purchaser or other transferee (the "***Proposed Transferee***"); (c) the number of Offered Shares to be transferred to each Proposed Transferee; (d) the bona fide cash price or other consideration for which the Holder proposes to transfer the Offered Shares (the "***Offered Price***"); and (e) that the Holder acknowledges this Notice is an offer to sell the Offered Shares to the Company and/or its assignee(s) pursuant to the Company's Refusal Right at the Offered Price as provided for in this Agreement.

5.2 Exercise of Refusal Right. At any time within thirty (30) days after the date the Notice is effective pursuant to this Agreement, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all (or, with the consent of the Holder, less than all) the Offered Shares proposed to be transferred to any one or more of the Proposed Transferees named in the Notice, at the purchase price, determined as specified below.

5.3 Purchase Price. The purchase price for the Offered Shares purchased under this Section will be the Offered Price, *provided* that if the Offered Price consists of no legal consideration (as,

for example, in the case of a transfer by gift) the purchase price will be the fair market value of the Offered Shares as determined in good faith by the Company's Board of Directors. If the Offered Price includes consideration other than cash, then the value of the non-cash consideration, as determined in good faith by the Company's Board of Directors, will conclusively be deemed to be the cash equivalent value of such non-cash consideration.

5.4 Payment. The purchase price for the Offered Shares will be paid, at the option of the Company and/or its assignee(s) (as applicable), by check or by cancellation of all or a portion of any outstanding purchase money indebtedness owed by the Holder to the Company (or to such assignee, in the case of a purchase of Offered Shares by such assignee) or by any combination thereof. The purchase price will be paid without interest within sixty (60) days after the Company's receipt of the Notice, or, at the option of the Company and/or its assignee(s), in the manner and at the time(s) set forth in the Notice.

5.5 Holder's Right to Transfer. If all of the Offered Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section, then the Holder may sell or otherwise transfer such Offered Shares to each Proposed Transferee at the Offered Price or at a higher price, *provided* that (a) such sale or other transfer is consummated within one hundred twenty (120) days after the date of the Notice, (b) any such sale or other transfer is effected in compliance with all applicable securities laws, and (c) each Proposed Transferee agrees in writing that the provisions of this Section will continue to apply to the Offered Shares in the hands of such Proposed Transferee. If the Offered Shares described in the Notice are not transferred to each Proposed Transferee within such one hundred twenty (120) day period, then a new Notice must be given to the Company pursuant to which the Company will again be offered the Refusal Right before any Shares held by the Holder may be sold or otherwise transferred.

5.6 Exempt Transfers. Notwithstanding the foregoing, the following transfers of Shares will be exempt from the Refusal Right: (a) the transfer of any or all of the Shares during Purchaser's lifetime by gift or on Purchaser's death by will or intestacy to Purchaser's "Immediate Family" (as defined below) or to a trust for the benefit of Purchaser or Purchaser's Immediate Family, *provided* that each transferee agrees in a writing satisfactory to the Company that the provisions of this Agreement will continue to apply to the transferred Shares in the hands of such transferee; (b) any transfer of Shares made pursuant to a statutory merger or statutory consolidation of the Company with or into another entity or entities (except that, subject to Section 5.7, unless the agreement of merger or consolidation expressly otherwise provides, the Refusal Right will continue to apply thereafter to such Shares, in which case the surviving entity of such merger or consolidation shall succeed to the rights of the Company under this Section); or (c) any transfer of Shares pursuant to the winding up and dissolution of the Company. As used herein, the term "***Immediate Family***" will mean Purchaser's spouse, the lineal descendant or antecedent, father, mother, brother or sister, child, adopted child, grandchild or adopted grandchild of the Purchaser or the Purchaser's spouse, or the spouse of any of the above.

5.7 Prohibited Transfers. Notwithstanding the foregoing, the following transfers of Shares are generally prohibited: (a) any entity which, in the determination of the Company's Board of Directors, directly or indirectly competes with the Company or (b) any customer, distributor or supplier of the Company, unless the Company's Board of Directors first determines in writing that such transfer would not result in such customer, distributor or supplier receiving, or later having a right of access to, information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

5.8 Termination of Refusal Right. The Refusal Right will terminate as to all Shares (a) on the effective date of the first sale of Common Stock of the Company to the public pursuant to a registration statement filed with and declared effective by the SEC under the Securities Act (other than a registration statement relating solely to the issuance of Common Stock pursuant to a business combination

or an employee incentive or benefit plan) or (b) on any transfer or conversion of Shares made pursuant to a statutory merger or statutory consolidation of the Company with or into another entity or entities if the common stock of the surviving entity or any direct or indirect parent entity thereof is registered under the Securities Exchange Act of 1934, as amended.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to the Company as follows.

6.1 Agreement Not a Retirement Plan. Purchaser understands that execution of this Agreement will not, in itself, create a retirement plan as described in the Internal Revenue Code of 1986, as amended, together with regulations adopted thereunder (the "***Code***"), and that, to create a retirement plan, the undersigned must comply with all applicable provisions of the Code.

6.2 Capacity to for Self or as Fiduciary or Custodian. Purchaser certifies under penalty of perjury, that Purchaser is of the age of majority (as established in the state in which Purchaser is domiciled), if an individual, and has full power, capacity and authority to enter into a contractual relationship with the Company. If Purchaser is purchasing the Shares in a fiduciary capacity or as a custodian for the account of another person or entity, Purchaser certifies under penalty of perjury that Purchaser has been directed by that person or entity to enter into this Agreement (or obtained the necessary consent to decide without requiring additional direction to enter into this Agreement), and such person or entity is aware of the purchase of the Shares pursuant to this Agreement on their behalf, and consents thereto and is aware of the merits and risks involved in the investment in the Company and acknowledges that the representations and warranties contained in this Agreement shall be deemed to have been made on behalf of the person or entity for whom the undersigned is so purchasing the Shares. If Purchaser is the trustee of a retirement plan, or other, trust, Purchaser represents that the limited liquidity of the Shares will not cause difficulty in meeting the trust's obligations to make distributions to plan participants or other beneficiaries in a timely manner. Purchaser will furnish such documentation as may be requested by the Company to evidence such power and authority.

6.3 Backup Withholding. Purchaser certifies under penalty of perjury, that the applicable tax identification number shown on the signature page of this Agreement is true, correct and complete and that the undersigned, or if applicable, the principal for which the undersigned is functioning as a fiduciary, is not subject to backup withholding either (i) because he or it has not been notified that he is (or it is) subject to backup withholding as a result of a failure to report all interest or dividends or (ii) because the Internal Revenue Service has notified him or his principal that he or it is no longer subject to backup withholding.

7 ADDITIONAL RESTRICTIONS UPON SHARE OWNERSHIP OR TRANSFER.

7.1 Rights as a Stockholder. Subject to the terms and conditions of this Agreement, Purchaser will have all of the rights of a stockholder of the Company with respect to the Shares from and after the date that Shares are issued to Purchaser until such time as Purchaser disposes of the Shares or the Company and/or its assignee(s) exercise(s) the Refusal Right. Upon an exercise of the Refusal Right, Purchaser will have no further rights as a holder of the Shares so purchased upon such exercise, other than the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and Purchaser will promptly surrender the stock certificate(s) evidencing the Shares so purchased to the Company for transfer or cancellation.

7.2 Escrow. As security for Purchaser's faithful performance of this Agreement, Purchaser agrees, immediately upon receipt of the stock certificate(s) evidencing the Shares, to deliver such certificate(s), together with the Stock Powers executed by Purchaser (with the date, name of transferee,

stock certificate number and number of Shares left blank), to the Secretary of the Company or other designee of the Company (the "***Escrow Holder***"), who is hereby appointed to hold such certificate(s) and Stock Powers in escrow and to take all such actions and to effectuate all such transfers and/or releases of such Shares as are in accordance with the terms of this Agreement. Purchaser and the Company agree that Escrow Holder will not be liable to any party to this Agreement (or to any other person or entity) for any actions or omissions unless Escrow Holder is grossly negligent or intentionally fraudulent in carrying out the duties of Escrow Holder under this Agreement. Escrow Holder may rely upon any letter, notice or other document executed with any signature purported to be genuine and may rely on the advice of counsel and obey any order of any court with respect to the transactions contemplated by this Agreement. The Shares will be released from escrow upon termination of both the Refusal Right.

7.3 Encumbrances on Shares. Purchaser may not grant a lien or security interest in, or pledge, hypothecate or encumber, any Shares. Purchaser may grant a lien or security interest in, or pledge, hypothecate or encumber Shares only if each party to whom such lien or security interest is granted, or to whom such pledge, hypothecation or other encumbrance is made, agrees in a writing satisfactory to the Company that: (a) such lien, security interest, pledge, hypothecation or encumbrance will not apply to such Shares after they are acquired by the Company and/or its assignees under this Section; and (b) the provisions of this Agreement will continue to apply to such Shares in the hands of such party and any transferee of such party.

7.4 Restrictions on Transfers. Purchaser hereby agrees that Purchaser shall make no disposition of the Shares (other than as permitted by this Agreement) unless and until:

(a) Purchaser shall have notified the Company of the proposed disposition and provided a written summary of the terms and conditions of the proposed disposition;

(b) Purchaser shall have complied with all requirements of this Agreement applicable to the disposition of the Shares, including but not limited to the Refusal Right andthe Market Standoff; and

(c) Purchaser shall have provided the Company with written assurances, in form and substance satisfactory to counsel for the Company, that (i) the proposed disposition does not require registration of the Shares under the Securities Act or under any state securities laws, and (ii) all appropriate actions necessary for compliance with the registration and qualification requirements of the Securities Act and any state securities laws, or of any exemption from registration or qualification, available thereunder (including Rule 144) have been taken.

Each person (other than the Company) to whom the Shares are transferred by means of one of the permitted transfers specified in this Agreement must, as a condition precedent to the validity of such transfer, acknowledge in writing to the Company that such person is bound by the provisions of this Agreement and that the transferred Shares are subject to the Company's Refusal Right granted hereunder and the market stand-off provisions of Section 4 hereof, to the same extent such Shares would be so subject if retained by the Purchaser.

7.5 Restrictive Legends and Stop-transfer Orders. Purchaser understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificate(s) evidencing the Shares, together with any other legends that may be required by applicable laws, the Company's Articles of Incorporation or Bylaws, any other agreement between Purchaser and the Company or any agreement between Purchaser and any third party:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES AND NATIONS. THESE SECURITIES ARE SUBJECT

TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE OR NATIONAL SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE OR NATIONAL SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, INCLUDING THE RIGHT OF FIRST REFUSAL HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S), AND A MARKET STANDOFF AGREEMENT, AS SET FORTH IN A RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH PUBLIC SALE AND TRANSFER RESTRICTIONS INCLUDING THE RIGHT OF FIRST REFUSAL AND THE MARKET STANDOFF ARE BINDING ON TRANSFEREES OF THESE SHARES.

IF FIRST ISSUED TO A PERSON OUTSIDE THE U.S.A., THE ISSUANCE OF THESE SHARES MAY INSTEAD BE UNDER U.S. REGULATION S. REGULATION S REQUIRES, AMONG OTHER REQUIREMENTS, THAT FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE THESE SHARES NOT BE TRANSFERRED TO A PERSON DOMICILED/RESIDENT IN THE U.S.A. CONTACT THE COMPANY TO ASCERTAIN.

Purchaser agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records. The Company will not be required (a) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares have been so transferred.

7.6 Waiver of Statutory Information Rights. Purchaser acknowledges and agrees that until the first sale of the Company's shares to the general public pursuant to a registration statement filed under the Securities Act, Purchaser will be deemed to have waived any rights Purchaser might otherwise have had under applicable law to inspect for any proper purpose and to make copies and extracts from the Company's stock ledger, a list of its stockholders and its other books and records or the books and records of any subsidiary, and at no time shall Purchaser have access to any trade secrets or other confidential business information. Purchaser will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement other than to any of the Purchaser's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Purchaser's investment in the Company. This waiver applies only in Purchaser's capacity as a stockholder and does not affect any other inspection rights Purchaser may have under other law or pursuant to a written agreement with the Company. Notwithstanding the foregoing, when available, the Company shall provide an unaudited annual statement of income and an unaudited annual balance sheet, prepared according to generally accepted accounting principles for a company of its size and development when deemed financially possible. If audited versions are prepared, then audited versions will be provided.

8. TAX CONSEQUENCES. *PURCHASER UNDERSTANDS THAT PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASER'S PURCHASE OR DISPOSITION OF THE SHARES. PURCHASER REPRESENTS (a) THAT PURCHASER HAS CONSULTED*

WITH ANY TAX ADVISER THAT PURCHASER DEEMS ADVISABLE IN CONNECTION WITH THE PURCHASE OR DISPOSITION OF THE SHARES AND (b) THAT PURCHASER IS NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE.

9. GENERAL PROVISIONS.

9.1 Successors and Assigns. The Company may assign any of its rights under this Agreement, including its rights to purchase Shares under the Refusal Right. Neither Purchaser, nor any of Purchaser's successors and assigns, may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement will be binding upon Purchaser and Purchaser's heirs, executors, administrators, legal representatives, successors and assigns.

9.2 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (c) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement, or at such other address as such other party may designate by one of the indicated means of notice herein to the other parties hereto. Notices to the Company will be marked "Attention: Chief Executive Officer."

9.3 Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

9.4 Entire Agreement. This Agreement, together with all Exhibits hereto, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, between the parties hereto with respect to the specific subject matter hereof.

9.5 Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

9.6 Execution. This Agreement may be entered into in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile and, upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

List of Exhibits

Exhibit 1: Stock Power and Assignment Separate from Stock Certificate
Exhibit 2: Copy of Purchaser's Spouse's Consent (if applicable at time of purchase)
Exhibit 3: Copy of Purchaser's Consideration (check copy or wire transfer confirmation)

[REMAINDER OF PAGE BLANK, SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE FOR THE COMPANY

IN WITNESS WHEREOF, the Company has caused this Restricted Stock Purchase Agreement to be executed by its duly authorized representative effective as of the date all parties have signed and payment of the Purchase Price has been received by the Company.

Optima Curis Inc.

By: _____

Paul Viskovich, CEO and Board Member
Address: 1262 N. Norman Place
Los Angeles, CA 90049

SIGNATURE PAGE FOR PURCHASER

IN WITNESS WHEREOF, the Purchaser has executed this Restricted Stock Purchase Agreement, effective as of the date all parties have signed and payment of the Purchase Price has been received by the Company.

PURCHASER: _____

By: _____ _____
(Signature)

_____
(Please print name and title)

Address: _____ Tax ID: _____

_____ E-Mail: _____

FOR IRA OR ERISA PLANS, BOTH TRUSTEE AND ALL BENEFICIAL OWNER(S) MUST SIGN.

_____ _____
(Signature) (Signature)

_____
(Please print name) (Please print name)

Tax ID: _____ Tax ID: _____

E-Mail: _____ E-Mail: _____

EXHIBIT 1

STOCK POWER AND ASSIGNMENT
SEPARATE FROM STOCK CERTIFICATE

STOCK POWER AND ASSIGNMENT
SEPARATE FROM STOCK CERTIFICATE

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Purchase Agreement No. _____ dated as of _____, 20_____, (the "***Agreement***"), the undersigned hereby sells, assigns and transfers unto _____ ,_____ shares of the Series A-2 Preferred Stock of Optima Curis Inc., a Delaware corporation (the "***Company***"), standing in the undersigned's name on the books of the Company represented by Certificate No(s). _____ delivered herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company. *THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND ANY EXHIBITS THERETO.*

Dated: _____, _____

PURCHASER

_____
(Signature)

_____
(Please Print Name)

Instructions to Purchaser: Please do not fill in any blanks other than the signature line. The purpose of this Stock Power and Assignment is to enable the Company to acquire the shares on exercise of its "Refusal Right" set forth in the Agreement without requiring additional signatures on the part of the Purchaser.

EXHIBIT 2 SPOUSE CONSENT

SPOUSE CONSENT

The undersigned spouse of **the below-named individual** (the "***Purchaser***") has read, understands, and hereby approves the Restricted Stock Purchase Agreement (the "***Agreement***") between Purchaser and Optima Curis Inc., a Delaware corporation (the "***Company***"). In consideration of the Company's granting my spouse the right to purchase the Shares as set forth in the Agreement, the undersigned hereby agrees to be irrevocably bound by the Agreement and further agrees that any community property interest I may have in the Shares shall similarly be bound by the Agreement. The undersigned hereby appoints Purchaser as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.

Date: _____

_____
Print Name of Purchaser's Spouse

_____
Signature of Purchaser's Spouse

Address: _____

_____

_____

❒ Purchaser, check this box if not married and sign below and date above.

PURCHASER

_____
(Signature)

_____
(Please Print Name)

EXHIBIT 3

COPY OF PURCHASER'S CONSIDERATION

Exhibit “D”
Unaudited Financial Information about the Company

The Balance of this Page is intentionally left blank.

Financial Reports

Optima Curis Inc
For the period January 1, 2017 through June 30, 2018

Prepared on
August 28, 2018

Profit and Loss

January 2017 - June 2018

	Total
INCOME	
Software Subscription Services	1,000.00
Total Income	**1,000.00**
GROSS PROFIT	**1,000.00**
EXPENSES	
Bank Charges	4,036.09
Cloud Based Software Services	41,300.31
Development	631,571.25
Insurance	2,719.00
Interest Expense	1,164.44
Legal & Professional Fees	35,919.00
Meals and Entertainment	1,952.43
Office Expenses	5,923.70
Payroll Expenses	0.00
Taxes	2,840.79
Wages	28,392.33
Total Payroll Expenses	**31,233.12**
Promotional	20,900.00
Software Tools	11,083.14
Strategy & Business Consulting	30,763.89
Taxes & Licenses	2,249.00
Travel	47,933.90
Travel Meals	9,074.47
Uncategorized Expense	1,226.63
Total Expenses	**879,050.37**
NET OPERATING INCOME	**-878,050.37**
NET INCOME	**$ -878,050.37**

Balance Sheet

As of June 30, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
Kraken Bitcoin Account	39,256.34
Optima Curis Check	74,394.52
Total Bank Accounts	**113,650.86**
Total Current Assets	**113,650.86**
TOTAL ASSETS	**$113,650.86**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	0.00
CO Income Tax	344.00
CO Unemployment Tax	185.17
Federal Taxes (941/944)	1,567.93
Federal Unemployment (940)	84.00
NYS Employment Taxes	399.61
NYS Income Tax	152.08
Total Payroll Liabilities	**2,732.79**
Total Other Current Liabilities	**2,732.79**
Total Current Liabilities	**2,732.79**
Total Liabilities	**2,732.79**
Equity	
Opening Balance Equity	1,147,935.00
Paid-In Capital via Bitcoin	39,256.34
Retained Earnings	-767,349.82
Net Income	-308,923.45
Total Equity	**110,918.07**
TOTAL LIABILITIES AND EQUITY	**$113,650.86**