UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM C/A

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

☐ Form C: Offering Statement
☐ From C-U: Progress Update
☑ Form C/A: Amendment to Offering Statement
  ☐ Check box if Amendment is material and investors must reconfirm within five business days.
☐ Form C-AR: Annual Report
☐ Form C-AR/A: Amendment to Annual Report
☐ Form C-TR: Termination of Reporting

Name of issuer
Oracle Health, Inc.

Legal status of issuer

Form
Corporation

Jurisdiction of Incorporation/Organization
Delaware

Date of organization
May 9, 2019

Physical address of issuer
910 Woodbridge Court, Safety Harbor, Florida 34695

Website of issuer
https://www.oracle-health.com/

Address of counsel to the issuer for copies of notices
BEVILACQUA PLLC
1050 Connecticut Avenue, NW
Suite 500
Washington, DC 20036
Attention: Louis A. Bevilacqua, Esq.
Email: lou@bevilacquapllc.com

Name of intermediary through which the Offering will be conducted
MicroVenture Marketplace, Inc.

CIK number of intermediary
0001478147

SEC file number of intermediary
008-68458

CRD number, if applicable, of intermediary
152513

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the Offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the Offering, including the amount of referral and any other fees associated with the Offering
The issuer will not owe a cash commission, or any other direct or indirect interest in the issuer, to the intermediary at the conclusion of the Offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest
The issuer will not owe a cash commission, or any other direct or indirect interest in the issuer, to the intermediary at the conclusion of the Offering.

Name of qualified third party "Escrow Agent" which the Offering will utilize
Evolve Bank and Trust

Type of security offered
Crowd Note

Target number of Securities to be offered
25,000

Price (or method for determining price)
$1.00

Target offering amount
$25,000.00

Oversubscriptions accepted:
☑ Yes
☐ No

Oversubscriptions will be allocated:
☐ Pro-rata basis
☐ First-come, first-served basis
☑ Other: At the Company's discretion

Maximum offering amount (if different from target offering amount)
$1,070,000.00

Deadline to reach the target offering amount
March 23, 2020

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the Offering deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned.

Current number of employees
1

	May – December 2019
Total Assets	$15,933
Cash & Cash Equivalents	$15,933
Accounts Receivable	$0.00
Short-term Debt	$0.00
Long-term Debt	$0.00
Revenues/Sales	$0.00
Cost of Goods Sold	$0.00
Taxes Paid	$0.00
Net Income	$-44,067

The jurisdictions in which the issuer intends to offer the Securities:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

February 27, 2020

FORM C/A

Up to $1,070,000.00

Oracle Health, Inc.

Explanatory Note

Oracle Health, Inc., (the “Company”) is filing this Amendment to its Form C, which was initially filed with the Securities and Exchange Commission on January 3, 2020. This Amendment is filed to include a webinar transcript attached hereto as (Exhibit G). A prior amendment was filed on January 30, 2020 to include reviewed financial statements and to increase the maximum amount for the offering.

Crowd Notes

This Form C/A (including the cover page and all exhibits attached hereto, the "Form C/A") is being furnished by Oracle Health, Inc., a Delaware corporation (the "Company," as well as references to "we," "us," or "our"), to prospective investors for the sole purpose of providing certain information about a potential investment in Crowd Note Crowd Note of the Company (the "Securities"). Investors in Securities are sometimes referred to herein as "Purchasers." The Company intends to raise at least $25,000.00 and up to $1,070,000.00 from Investors in the offering of Securities described in this Form C/A (this "Offering"). The minimum amount of Securities that can be purchased is $100.00 per Investor (which may be waived by the Company, in its sole and absolute discretion). The offer made hereby is subject to modification, prior sale and withdrawal at any time.

The rights and obligations of the holders of Securities of the Company are set forth below in the section entitled " *The Offering and the Securities--The Securities*". In order to purchase Securities, a prospective investor must complete the subscription process through the Intermediary’s platform, which may be accepted or rejected by the Company, in its sole and absolute discretion. The Company has the right to cancel or rescind its offer to sell the Securities at any time and for any reason.

The Offering is being made through MicroVenture Marketplace, Inc. (the "Intermediary"). The Intermediary will not receive a commission, and the issuer will not owe a commission to the Intermediary, at the conclusion of the Offering related to the purchase and sale of the Securities.

	Price to Investors	Service Fees and Commissions (1)(2)	Net Proceeds
Minimum Individual Purchase Amount	$100.00	$0.00	$100.00
Aggregate Minimum Offering Amount	$25,000.00	$0.00	$25,000.00
Aggregate Maximum Offering Amount	$1,070,000.00	$0.00	$1,070,000.00

(1) This excludes fees to Company's advisors, such as attorneys and accountants.
(2) The issuer will not owe a commission, whether cash or otherwise, to the Intermediary in connection with the Offering.

A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission does not pass upon the merits of any Securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or other materials. These Securities are offered under an exemption from registration; however, neither the U.S. Securities and Exchange Commission nor any state securities authority has made an independent determination that these Securities are exempt from registration. The Company filing this Form C/A for an offering in reliance on Section 4(a)(6) of the Securities Act and pursuant to Regulation CF (§ 227.100 et seq.) must file a report with the Commission annually and post the report on its website at https://www.oracle-health.com/ **no later than 120 days after the end of the company's fiscal year. The Company may terminate its reporting obligations in the future in accordance with Rule 202(b) of Regulation CF (§ 227.202(b)) by 1) being required to file reports under Section 13(a) or Section 15(d) of the Exchange Act of 1934, as amended, 2) filing at least one annual report pursuant to Regulation CF and having fewer than 300 holders of record, 3) filing annual reports for three years pursuant to Regulation CF and having assets equal to or less than $10,000,000, 4) the repurchase of all the Securities sold in this Offering by the Company or another party, or 5) the liquidation or dissolution of the Company.**

The date of this Form C/A is February 27, 2020.

The Company has certified that all of the following statements are TRUE for the Company in connection with this Offering:

1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;

2) Is not subject to the requirement to file reports pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d));
3) Is not an investment company, as defined in section 3 of the Investment Company Act of 1940 (15 U.S.C. 80a-3), or excluded from the definition of investment company by section 3(b) or section 3(c) of that Act (15 U.S.C. 80a-3(b) or 80a-3(c));
4) Is not ineligible to offer or sell securities in reliance on section 4(a)(6) of the Securities Act (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
5) Has filed with the Commission and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C/A; and
6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

THERE ARE SIGNIFICANT RISKS AND UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY-TRADED AND ARE SUBJECT TO TRANSFER RESTRICTIONS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THE COMPANY IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C/A ENTITLED "RISK FACTORS."

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS.

THIS FORM C/A DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION IN WHICH AN OFFER IS NOT PERMITTED.

PRIOR TO CONSUMMATION OF THE PURCHASE AND SALE OF ANY SECURITY THE COMPANY WILL AFFORD PROSPECTIVE INVESTORS AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY AND ITS MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND THE COMPANY. NO SOURCE OTHER THAN THE INTERMEDIARY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS FORM C/A, AND IF GIVEN OR MADE BY ANY OTHER SUCH PERSON OR ENTITY, SUCH INFORMATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C/A AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO EACH PROSPECTIVE INVESTOR’S PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY ISSUING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

SPECIAL NOTICE TO FOREIGN INVESTORS

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

SPECIAL NOTICE TO CANADIAN INVESTORS

IF THE INVESTOR LIVES WITHIN CANADA, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF A CANADA, SPECIFICALLY WITH REGARD TO THE TRANSFER AND RESALE OF ANY SECURITIES ACQUIRED IN THIS OFFERING.

NOTICE REGARDING ESCROW AGENT

EVOLVE BANK AND TRUST CO., THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

Forward Looking Statement Disclosure

This Form C/A and any documents incorporated by reference herein or therein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C/A are forward-looking statements. Forward-looking statements give the Company's current reasonable expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C/A and any documents incorporated by reference herein or therein are based on reasonable assumptions the Company has made in light of its industry experience, perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate under the circumstances. As you read and consider this Form C/A, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond the Company's control) and assumptions. Although the Company believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect its actual operating and financial performance and cause its performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, the Company's actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Any forward-looking statement made by the Company in this Form C/A or any documents incorporated by reference herein or therein speaks only as of the date of this Form C/A. Factors or events that could cause our actual operating and financial performance to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

ONGOING REPORTING

The Company will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than 120 days after the end of the company's fiscal year.

Once posted, the annual report may be found on the Company's website at https://www.oracle-health.com/. The Company must continue to comply with the ongoing reporting requirements until:

1) the Company is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;

2) the Company has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed $10,000,000;
3) the Company has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
4) the Company or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
5) the Company liquidates or dissolves its business in accordance with state law.

About this Form C/A

You should rely only on the information contained in this Form C/A. We have not authorized anyone to provide you with information different from that contained in this Form C/A. We are offering to sell, and seeking offers to buy the Securities only in jurisdictions where offers and sales are permitted. You should assume that the information contained in this Form C/A is accurate only as of the date of this Form C/A, regardless of the time of delivery of this Form C/A or of any sale of Securities. Our business, financial condition, results of operations, and prospects may have changed since that date.

Statements contained herein as to the content of any agreements or other document are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. The Company will provide the opportunity to ask questions of and receive answers from the Company's management concerning terms and conditions of the Offering, the Company or any other relevant matters and any additional reasonable information to any prospective Investor prior to the consummation of the sale of the Securities.

This Form C/A does not purport to contain all of the information that may be required to evaluate the Offering and any recipient hereof should conduct its own independent analysis. The statements of the Company contained herein are based on information believed to be reliable. No warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C/A. The Company does not expect to update or otherwise revise this Form C/A or other materials supplied herewith. The delivery of this Form C/A at any time does not imply that the information contained herein is correct as of any time subsequent to the date of this Form C/A. This Form C/A is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

SUMMARY

The following summary is qualified in its entirety by more detailed information that may appear elsewhere in this Form C/A and the Exhibits hereto. Each prospective Investor is urged to read this Form C/A and the Exhibits hereto in their entirety.

Oracle Health, Inc. (the "Company") is a Delaware corporation, formed on May 9, 2019.

The Company is located at 910 Woodbridge Court, Safety Harbor, Florida 34695.

The Company's website is https://www.oracle-health.com/.

The information available on or through our website is not a part of this Form C/A. In making an investment decision with respect to our Securities, you should only consider the information contained in this Form C/A.

The Business

The Company is developing a digital health insertable cardiac monitor for heart failure patients. The monitor is being designed to analyze trending changes in heart sounds and heart rhythms with a cloud-based machine learning algorithm.

The Offering

Minimum amount of Crowd Note Crowd Note being offered	$25,000 Principal Amount
Total Crowd Note Crowd Note outstanding after Offering (if minimum amount reached)	$25,000 Principal Amount
Maximum amount of Crowd Note Crowd Note	$1,070,000 Principal Amount
Total Crowd Note Crowd Note outstanding after Offering (if maximum amount reached)	$1,070,000 Principal Amount
Purchase price per Security	$1.00
Minimum investment amount per investor	$100.00
Offering deadline	March 23, 2020
Use of proceeds	See the description of the use of proceeds on page 24 hereof.
Voting Rights	See the description of the voting rights on page 33 hereof.

The price of the Securities has been determined by the Company and does not necessarily bear any relationship to the assets, book value, or potential earnings of the Company or any other recognized criteria or value.

RISK FACTORS

Risks Related to the Company's Business and Industry

We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.

We were organized in 2019 and accordingly, we have a limited history upon which an evaluation of our prospects and future performance can be made. Our proposed operations are subject to all business risks associated with new enterprises. The likelihood of our creation of a viable business must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the inception of a business, operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding client base. In order to succeed, the Company will need to attract additional capital and additional personnel, and there can be no assurances that the Company will be able to attract the needed capital and personnel.

There can be no assurance that the Company will achieve profitability.

There can be no assurance that the Company will achieve profitability. The Company may depend upon funds raised from the sale of its stock and additional financings to finance its operations. The Company believes these amounts will be sufficient to finance its operations. However, no assurance can be given as to (i) the sufficiency of the funds raised from the Offering, (ii) the ability of the Company to raise or borrow additional funds, (iii) if the funds are available, that the terms will be acceptable by the Company, or (iv) the ability of the Company to attain its financial objectives.

The Company's success depends on the experience and skill of the board of directors and its executive officer.

In particular, the Company is dependent on its CEO, Jaeson Bang. The loss of Jaeson Bang or any future member of the board of directors or executive officers could harm the Company's business, financial condition, cash flow and results of operations.

To date, we have not generated revenue, do not foresee generating any revenue in the near future and therefore rely on external financing.

We are a startup Company, and our business model currently focuses on the development of our heart monitors rather than generating revenue. While we intend to generate revenue in the future, we cannot assure you when or if we will be able to do so.

We rely on external financing to fund our operations. We expect capital outlays and operating expenditures to increase over the next several years as we expand our infrastructure, commercial operations, development activities and establish offices.

Our future funding requirements will depend on many factors, including but not limited to the following:

- The cost of expanding our operations;
- The financial terms and timing of any collaborations, licensing or other arrangements into which we may enter;
- The rate of progress and cost of development activities;
- The need to respond to technological changes and increased competition;
- The costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;

- The cost and delays in product development that may result from changes in regulatory requirements applicable to our products;
- Sales and marketing efforts to bring these new product candidates to market;
- Unforeseen difficulties in establishing and maintaining an effective sales and distribution network; and
- Lack of demand for and market acceptance of our products and technologies.

We may have difficulty obtaining additional funding, and we cannot assure you that additional capital will be available to us when needed, if at all, or if available, will be obtained on terms acceptable to us. If we raise additional funds by issuing additional debt securities, such debt instruments may provide for rights, preferences or privileges senior to the Securities. In addition, the terms of the debt securities issued could impose significant restrictions on our operations. If we raise additional funds through collaborations and licensing arrangements, we might be required to relinquish significant rights to our technologies or product candidates, or grant licenses on terms that are not favorable to us. If adequate funds are not available, we may have to delay, scale back, or eliminate some of our operations or our research development and commercialization activities. Under these circumstances, if the Company is unable to acquire additional capital or is required to raise it on terms that are less satisfactory than desired, it may have a material adverse effect on its financial condition.

We rely on various intellectual property rights, including patents and trademarks in order to operate our business.

Such intellectual property rights, however, may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We may also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights.

As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our patent rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. The law relating to the scope and validity of claims in the technology field in which we operate is still evolving and, consequently, intellectual property positions in our industry are generally uncertain. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

The amount of capital the Company is attempting to raise in this Offering is not enough to sustain the Company's current business plan.

In order to achieve the Company's near and long-term goals, the Company will need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Company will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we will not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of his or her investment.

Although dependent on certain key personnel, the Company does not have any key man life insurance policies on any such people.

The Company is dependent on Jaeson Bang in order to conduct its operations and execute its business plan; however, the Company has not purchased any insurance policies with respect to this individual in the event of their death or disability. Therefore, if Jaeson Bang dies or becomes disabled, the Company will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Company and its operations.

We have not prepared any audited financial statements.

Therefore, you have no audited financial information regarding the Company's capitalization or assets or liabilities on which to make your investment decision. If you feel the information provided is insufficient, you should not invest in the Company.

We are subject to income taxes as well as non-income based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in the U.S.

Significant judgment is required in determining our provision for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe that our tax estimates are reasonable: (i) there is no assurance that the final determination of tax audits or tax disputes will not be different from what is reflected in our income tax provisions, expense amounts for non-income based taxes and accruals and (ii) any material differences could have an adverse effect on our financial position and results of operations in the period or periods for which determination is made.

We are not subject to Sarbanes-Oxley regulations and lack the financial controls and safeguards required of public companies.

We do not have the internal infrastructure necessary, and are not required, to complete an attestation about our financial controls that would be required under Section 404 of the Sarbanes-Oxley Act of 2002. There can be no assurance that there are no significant deficiencies or material weaknesses in the quality of our financial controls. We expect to incur additional expenses and diversion of management's time if and when it becomes necessary to perform the system and process evaluation, testing and remediation required in order to comply with the management certification and auditor attestation requirements.

In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.
Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to hire additional personnel and will require our existing management personnel to develop additional expertise. We face intense competition for personnel. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in hiring and retaining personnel in key positions, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us.

The development and commercialization of our insertable heart monitors is highly competitive.
We face competition with respect to any products that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and thus may be better equipped than us to develop and commercialize insertable heart monitors. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products more rapidly or effectively than we are able to, which would adversely affect our competitive position.

The products we sell are advanced, and we need to rapidly and successfully develop and introduce new products in a competitive, demanding and rapidly changing environment.
To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with price-to-performance gains in the industry. Shortened product life cycles due to customer demands and competitive pressures impact the pace at which we must introduce and implement new technology. This requires a high level of innovation by both our software developers and the suppliers of the third-party software components included in our systems. In addition, bringing new solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate customer needs and technology trends. We must continue to respond to market demands, develop leading technologies and maintain leadership in analytic data solutions performance and scalability, or our business operations may be adversely affected.

We must also anticipate and respond to customer demands regarding the compatibility of our current and prior offerings. These demands could hinder the pace of introducing and implementing new technology. Our future results may be affected if our products cannot effectively interface and perform well with software products of other companies and with our customers' existing IT infrastructures, or if we are unsuccessful in our efforts to enter into agreements allowing integration of third-party technology with our database and software platforms. Our efforts to develop the interoperability of our products may require significant investments of capital and employee resources. In addition, our principal products are used with products offered by third parties and, in the future, some vendors of non-Company products may become less willing to provide us with access to their products, technical information and marketing and sales support. As a result of these and other factors, our ability to introduce new or improved solutions could be adversely impacted and our business would be negatively affected.

Industry consolidation may result in increased competition, which could result in a loss of customers or a reduction in revenue.

Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to offer more comprehensive services than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter our market through acquisitions, partnerships or strategic relationships. We expect these trends to continue as companies attempt to strengthen or maintain their market positions. The potential entrants may have competitive advantages over us, such as greater name recognition, longer operating histories, more varied services and larger marketing budgets, as well as greater financial, technical and other resources. The companies resulting from combinations or that expand or vertically integrate their business to include the market that we address may create more compelling service offerings and may offer greater pricing flexibility than we can or may engage in business practices that make it more difficult for us to compete effectively, including on the basis of price, sales and marketing programs, technology or service functionality. These pressures could result in a substantial loss of our customers or a reduction in our revenue.

Successful development of our products is uncertain.

The product candidates that we expect to develop are based on processes and methodologies that are not currently widely employed. Our development of current and future product candidates is subject to the risks of failure and delay inherent in the development of new products and products based on new technologies, including:

- delays in product development, clinical testing, or manufacturing;
- unplanned expenditures in product development, clinical testing, or manufacturing;
- failure to receive regulatory approvals;
- inability to manufacture on our own, or through any others, product candidates on a commercial scale;
- failure to achieve market acceptance; and
- emergence of superior or equivalent products.

Because of these risks, our research and development efforts may not result in any commercially viable products. If a significant portion of these development efforts are not successfully completed, required regulatory approvals are not obtained, or any approved products are not commercially successfully, our business, financial condition, and results of operations may be materially harmed.

We could be adversely affected by health care reform legislation.

Third-party payers for medical products and services, including state, federal and foreign governments, are increasingly concerned about escalating health care costs and can indirectly affect the pricing or the relative attractiveness of our products by regulating the maximum amount of reimbursement they will provide for our products. Following years of increasing pressure, during 2010 the U.S. government enacted comprehensive health care reform with the enactment of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, which made changes that significantly impact the pharmaceutical and medical device industries. The Protecting Access to Medicare Act of 2014 imposes additional limitations on Medicare reimbursement rates. These statutes may restrict Medicare reimbursement rates for our products, which may adversely affect our business, financial condition and results of operations. If reimbursement amounts for our products decrease further in the future, such

decreases may reduce the amount that will be reimbursed to hospitals or physicians and consequently, could place constraints on the levels of overall pricing, which could have a material effect on our revenues.

The 2.3% medical device tax originally established as part of the U.S. health care reform legislation through December 31, 2015 is now repealed. We are unable to predict any future legislative changes or developments related to this excise tax or any other excise tax. Additional state and federal health care reform measures may be adopted in the future, any of which could have a material adverse effect on our ability to successfully commercialize our products and on our industry in general. For example, the United States government has in the past considered, is currently considering and may in the future consider, health care policies and proposals intended to curb rising health care costs, including those that could significantly affect both private and public reimbursement for health care services. Further, state and local governments, as well as a number of foreign governments, are also considering or have adopted similar types of policies. Future significant changes in the health care system in the United States or elsewhere, and current uncertainty about whether and how changes may be implemented, could have a negative impact on the demand for our products. We are unable to predict whether health care policies, including policies stemming from legislation or regulations affecting our business, may be proposed or enacted in the future, what effect such policies would have on our business, or the effect that ongoing uncertainty about these matters will have on the purchasing decisions of our customers.

Changes to government health care programs that reduce payments under Medicare and Medicaid may negatively impact our revenues.

Previous legislative changes have resulted in, and future legislative changes may result in, limitations on and reduced levels of payment and reimbursement for a substantial portion of hospital procedures and costs. Current or future health care reform and deficit reduction efforts, changes in laws or regulations regarding government health care programs, other changes in the administration of government health care programs and changes to commercial third-party payers in response to health care reform and other changes to government health care programs could have a material, adverse effect on our financial position and results of operations.

Privacy laws and regulations could restrict our ability or the ability of our customers to obtain, use or disseminate patient information, or could require us to incur significant additional costs to re-design our products.

State, federal and foreign laws, such as the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulate the confidentiality of sensitive personal information and the circumstances under which such information may be released. These and future laws could have an adverse impact on our results of operations. Other health information standards, such as regulations under HIPAA, establish standards regarding electronic health data transmissions and transaction code set rules for specified electronic transactions, for example transactions involving claims submissions to third party payors. These also continue to evolve and are often unclear and difficult to apply. In addition, under the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act), which was passed in 2009, many businesses that were previously only indirectly subject to federal HIPAA privacy and security rules became directly subject to such rules because the businesses serve as "business associates" to our customers. On January 17, 2013, the Office for Civil Rights of the Department of Health and Human Services released a final rule implementing the HITECH Act and making certain other changes to HIPAA privacy and security requirements. Compliance has increased the requirements applicable to some of our businesses. Failure to maintain the confidentiality of sensitive personal information in accordance with the applicable regulatory requirements, or to abide by electronic health data

transmission standards, could expose us to breach of contract claims, fines and penalties, costs for remediation and harm to our reputation.

The healthcare industry is highly regulated.
We are subject to regulation in the U.S. at both the federal and state level and in foreign countries. In addition, the U.S. federal and state governments have allocated greater resources to the enforcement of these laws. If we fail to comply with these regulatory requirements, or if allegations are made that we failed to comply, our results of operations and financial condition could be adversely affected.

Products that we manufacture, source, distribute or market are required to comply with regulatory requirements.
To lawfully operate our businesses, we are required to hold permits, licenses and other regulatory approvals from, and to comply with operating and security standards of, governmental bodies. Failure to maintain or renew necessary permits, licenses or approvals, or noncompliance or concerns over noncompliance may result in suspension of our ability to distribute, import or manufacture products, product recalls or seizures, or criminal and civil sanctions and could have an adverse effect on our results of operations and financial condition.

The manufacture, distribution, marketing and use of our products are subject to extensive regulation and increased scrutiny by the Food and Drug Administration (FDA) and other regulatory authorities globally.
Any new product must undergo lengthy and rigorous testing and other extensive, costly and time-consuming procedures mandated by FDA and foreign regulatory authorities. Changes to current products may be subject to vigorous review, including additional 510(k) and other regulatory submissions, and approvals are not certain. Once we start manufacturing, failure to comply with the requirements of FDA or other regulatory authorities, including a failed inspection or a failure in our adverse event reporting system, could result in adverse inspection reports, warning letters, product recalls or seizures, monetary sanctions, injunctions to halt the manufacture and distribution of products, civil or criminal sanctions, refusal of a government to grant approvals or licenses, restrictions on operations or withdrawal of existing approvals and licenses. Any of these actions could cause a loss of customer confidence in us and our products, which could adversely affect our sales and results of operations.

The sales, marketing and pricing of products and relationships that pharmaceutical and medical device companies have with healthcare providers are under increased scrutiny by federal, state and foreign government agencies.
Compliance with the Anti-Kickback Statute, False Claims Act, Food, Drug and Cosmetic Act (including as these laws relate to off-label promotion of products) and other healthcare related laws, as well as competition, data and patient privacy and export and import laws is under increased focus by the agencies charged with overseeing such activities, including FDA, Office of Inspector General (OIG), Department of Justice (DOJ) and the Federal Trade Commission. The DOJ and the Securities and Exchange Commission have also increased their focus on the enforcement of the U.S. Foreign Corrupt Practices Act (FCPA), particularly as it relates to the conduct of pharmaceutical companies, which may adversely impact our future global expansions.

Federal and State Laws Pertaining to Healthcare Fraud and Abuse Could Adversely Affect Our Business.

We are subject to various federal and state laws targeting fraud and abuse in the healthcare industry, including anti-kickback laws, false claims laws, laws constraining the sales, marketing and other promotional activities of manufacturers of medical devices by limiting the kinds of financial arrangements we may enter into with physicians, hospitals, laboratories and other potential purchasers of medical devices, laws requiring the reporting of certain transactions between us and healthcare professionals and HIPAA, as amended by HITECH, which governs the conduct of certain electronic healthcare transactions and protects security and privacy of protected health information. Violations of these laws are punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in government healthcare programs such as Medicare and Medicaid. Many of the existing requirements are new and have not been definitively interpreted by state authorities or courts, and available guidance is limited. Unless and until we are in full compliance with these laws, we could face enforcement action and fines and other penalties, and could receive adverse publicity, all of which could materially harm our business. In addition, changes in or evolving interpretations of these laws, regulations, or administrative or judicial interpretations, may require us to change our business practices or subject our business practices to legal challenges, which could have a material adverse effect on our business, financial condition and results of operations.

If we are unable to educate physicians on the safe and effective use of our products, we may be unable to achieve our expected growth.

An important part of our sales process will include the education of physicians on the safe and effective use of our products. There is a learning process for physicians to become proficient in the use of our products and it typically takes several procedures for a physician to become comfortable using the insertable heart monitor. If a physician experiences difficulties during an initial procedure or otherwise, that physician may be less likely to continue to use our product, or to recommend it to other physicians. It is critical to the success of our commercialization efforts to educate physicians on the proper use of the insertable heart monitor, and to provide them with adequate product support during clinical procedures. It is important for our growth that these physicians advocate for the benefits of our products in the broader marketplace. If physicians are not properly trained, they may misuse or ineffectively use our products. This may also result in unsatisfactory patient outcomes, patient injuries, negative publicity or lawsuits against us, any of which could have an adverse effect on our business.

The design, manufacture and marketing of the medical devices we produce entail an inherent risk of product liability claims.

Manufacturing and marketing of our commercial products, and clinical testing of our products under development, may expose us to product liability and other tort claims. Although we intend to maintain, liability insurance, the coverage limits of our insurance policies may not be adequate and one or more successful claims brought against us may have a material adverse effect on our business and results of operations. There are a number of factors that could result in an unsafe condition or injury to, or death of, a patient with respect to these or other products which we manufacture or sell, including component failures, manufacturing flaws, design defects or inadequate disclosure of product-related risks or product-related information. Product liability claims may be brought by individuals or by groups seeking to represent a class. The outcome of litigation, particularly class action lawsuits, is difficult to assess or quantify. Plaintiffs in these types of lawsuits often seek recovery of very large or indeterminate amounts, and the magnitude of the potential loss relating to such lawsuits may remain unknown for substantial periods of time. Any costs (the material components of which are settlements, judgments, legal fees and other

related defense costs) not covered under the product liability insurance policies and future reserves could have a material adverse effect on our revenues, financial position and cash flows. Additionally, product liability claims could negatively affect our reputation, continued product sales, and our ability to obtain and maintain regulatory approval for our products.

If third-party payors do not provide adequate coverage and reimbursement for the use of our products, our revenues will be negatively impacted.

Our success in marketing our products depends in large part on whether U.S. and international government health administrative authorities, private health insurers and other organizations will adequately cover and reimburse customers for the cost of our products. In the United States, a third-party payor's decision to provide coverage for our products does not imply that an adequate reimbursement rate will be obtained. Further, one third-party payor's decision to cover our products does not assure that other payors will also provide coverage for the products or provide coverage at an adequate reimbursement rate. Reimbursement systems in international markets vary significantly by country and by region within some countries, and reimbursement approvals must be obtained on a country-by-country basis. In many international markets, a product must be approved for reimbursement before it can be approved for sale in that country. Further, many international markets have government-managed healthcare systems that control reimbursement for new devices and procedures. In most markets there are private insurance systems as well as government-managed systems. If sufficient coverage and reimbursement is not available for our current or future products, in either the United States or internationally, the demand for our products and our revenues will be adversely affected.

Risks Related to the Securities

Affiliates of the Company, including officers, directors and existing shareholders of the Company, may invest in this Offering and their funds will be counted toward the Company achieving the Minimum Amount.

There is no restriction on affiliates of the Company, including its officers, directors and existing shareholders, investing in the Offering. As a result, it is possible that if the Company has raised some funds, but not reached the Minimum Amount, affiliates can contribute the balance so that there will be a closing. The Minimum Amount is typically intended to be a protection for investors and gives investors confidence that other investors, along with them, are sufficiently interested in the Offering and the Company and its prospects to make an investment of at least the Minimum Amount. By permitting affiliates to invest in the offering and make up any shortfall between what non-affiliate investors have invested and the Minimum Amount, this protection is largely eliminated. Investors should be aware that no funds other than their own and those of affiliates investing along with them may be invested in this Offering.

The Crowd Notes will not be freely tradable until one year from the initial purchase date. Although the Crowd Notes may be tradable under federal securities law, state securities regulations may apply and each Purchaser should consult with his or her attorney.

You should be aware of the long-term nature of this investment. There is not now and likely will not be a public market for the Crowd Notes. Because the Crowd Notes have not been registered under the Securities Act or under the securities laws of any state or non-United States jurisdiction, the Crowd Notes have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Crowd Notes may also adversely affect the price that you might be able to obtain for the Crowd Notes in a private sale. Purchasers should be aware of the long-term nature of their investment in the

Company. Each Purchaser in this Offering will be required to represent that it is purchasing the Securities for its own account, for investment purposes and not with a view to resale or distribution thereof.

Neither the Offering nor the Securities have been registered under federal or state securities laws, leading to an absence of certain regulation applicable to the Company.
No governmental agency has reviewed or passed upon this Offering, the Company or any Securities of the Company. The Company also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors in the Company, therefore, will not receive any of the benefits that such registration would otherwise provide. Prospective investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering on their own or in conjunction with their personal advisors.

No Guarantee of Return on Investment
There is no assurance that a Purchaser will realize a return on its investment or that it will not lose its entire investment. For this reason, each Purchaser should read the Form C/A and all Exhibits carefully and should consult with its own attorney and business advisor prior to making any investment decision.

A majority of the Company is owned by a small number of owners.
Prior to the Offering the Company's current owners of 20% or more beneficially own up to 100.0% of the Company. Subject to any fiduciary duties owed to our other owners or investors under Delaware law, these owners may be able to exercise significant influence over matters requiring owner approval, including the election of directors or managers and approval of significant Company transactions, and will have significant control over the Company's management and policies. Some of these persons may have interests that are different from yours. For example, these owners may support proposals and actions with which you may disagree. The concentration of ownership could delay or prevent a change in control of the Company or otherwise discourage a potential acquirer from attempting to obtain control of the Company, which in turn could reduce the price potential investors are willing to pay for the Company. In addition, these owners could use their voting influence to maintain the Company's existing management, delay or prevent changes in control of the Company, or support or reject other management and board proposals that are subject to owner approval.

The Company has the right to extend the Offering deadline.
The Company may extend the Offering deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Company attempts to raise the Minimum Amount even after the Offering deadline stated herein is reached. Your investment will not be accruing interest during this time and will simply be held until such time as the new Offering deadline is reached without the Company receiving the Minimum Amount, at which time it will be returned to you without interest or deduction, or the Company receives the Minimum Amount, at which time it will be released to the Company to be used as set forth herein. Upon or shortly after release of such funds to the Company, the Securities will be issued and distributed to you.

You will not have a vote or influence on the management of the Company.
All decisions with respect to the management of the Company will be made exclusively by the officers, directors, managers or employees of the Company. You, as a Purchaser of Crowd Notes, will have no ability to vote on issues of Company management and will not have the right or power to take part in the management of the company and will not be represented on the board of directors

or managers of the Company. Accordingly, no person should purchase a Security unless he or she is willing to entrust all aspects of management to the Company.

The Company may never elect to convert the Securities or undergo a liquidity event.
The Company may never receive a future equity financing or, with respect to those major investors, elect to convert the Securities upon such future financing. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. If neither the conversion of the Securities nor a liquidity event occurs, the Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

There is no present market for the Securities, and we have arbitrarily set the price.
We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The Offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our net worth or prior earnings. We cannot assure you that the Securities could be resold by you at the Offering price or at any other price.

Upon conversion of the Crowd Notes, Purchasers who are not "Major Investors" will grant a proxy to vote their underlying securities to the intermediary or its affiliate, and, thus, will not have the right to vote on any matters coming before the shareholders of the Company for a vote. By granting this proxy you are giving up your right to vote on important matters, including significant corporate actions like mergers, amendments to our certificate of incorporation, a liquidation of our company and the election of our directors.
Upon conversion of the Crowd Notes and by virtue of a provision contained in the Crowd Notes, if you are not a Major Investor, that is, an investor who has purchased at least $25,000 in principal amount of the Crowd Notes, you will grant a proxy to the intermediary or its affiliate to vote the underlying securities that you will acquire upon conversion on all matters coming before the shareholders for a vote. The intermediary does not have any fiduciary duty to you to vote in a manner that is in your best interests. Accordingly, the intermediary may vote its proxy in a manner that may not be in the best interests of you as a security holder. For example, the intermediary may vote the proxy in favor of an amendment to our charter that adversely affects the rights of the holders of your class of securities in order to allow for a new investment to occur where the new investor requires senior rights.

Purchasers will be unable to declare the Security in "default" and demand repayment.
Unlike convertible notes and some other securities, the Securities do not have any "default" provisions upon which the Purchasers will be able to demand repayment of their investment. With respect to Purchasers who invest less than $25,000 in the Securities, the Company has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and such Purchasers have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Such Purchasers demand payment and even then, such payments will be limited to the amount of cash available to the Company.

In addition to the risks listed above, businesses are often subject to risks not foreseen or fully appreciated by the management. It is not possible to foresee all risks that may affect us. Moreover, the Company cannot predict whether the Company will successfully effectuate the Company's current business plan. Each prospective Purchaser is encouraged to carefully analyze the risks and merits of an investment in the Securities and should take into consideration when making such analysis, among other, the Risk Factors discussed above.

THE SECURITIES OFFERED INVOLVE A HIGH DEGREE OF RISK AND MAY RESULT IN THE LOSS OF YOUR ENTIRE INVESTMENT. ANY PERSON CONSIDERING THE PURCHASE OF THESE SECURITIES SHOULD BE AWARE OF THESE AND OTHER FACTORS SET FORTH IN THIS FORM C/A AND SHOULD CONSULT WITH HIS OR HER LEGAL, TAX AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE SECURITIES. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT.

BUSINESS

Description of the Business

The Company is developing a digital health insertable cardiac monitor for heart failure patients. The monitor is being designed to analyze trending changes in heart sounds and heart rhythms with a cloud-based machine learning algorithm

Business Plan

Oracle Health is developing a digital health and insertable cardiac monitor (ICM) that is designed to follow heart failure progression and prevent heart failure hospitalization. This ICM is being designed to monitor heart failure progression by analyzing trending changes in heart sounds and heart rhythms (ECG) with a cloud-based pattern recognition (machine learning) algorithm. Oracle Health intends to use the proceeds of this Offering to continue to develop its product and prepare it for future trials and testing, among other things.

History of the Business

The Company's Products and/or Services

Product / Service	Description	Current Market
Medical Device	Insertable cardiac monitor that monitors heart performance	Cardiac device

Oracle Health will start the product development in Q1 2020, in conjunction with the FDA 510(k) Process. We are hoping to receive 510(k) approval by Q3 2022. Once our product is cleared by the FDA for sale, we intend to first distribute through medical device representatives, who will recommend the product for purchase to cardiologists.

Competition

The Company's primary competitors are Medtronic, Abbott, Sensible Medical, and Rethink Medical.

We operate in a highly competitive and rapidly changing marketplace with a variety of organizations that offer services competitive with those we offer. The markets for the Company's products and services are highly competitive, and the Company is confronted by aggressive competition in all areas of its business. These markets are characterized by frequent product introductions and rapid technological advances. The Company's competitors may aggressively cut prices or lower their product margins to gain or maintain market share. Principal competitive factors important to the Company include price, product features and efficacy, relative price/performance, product quality and reliability, design innovation, marketing and distribution capability, service and support, and corporate reputation.

Customer Base

The Company's intended customers include electrophysiologists physicians (cardiologists), medical centers, and independent medical device sales representatives.

Intellectual Property

The Company is dependent on the following intellectual property:

Application or Registration #	Title	Description	File Date	Grant Date	Country
62853899	Implantable Cardiac Monitor	Embodiments of the present disclosure are generally related to an implantable device for detecting changes in vital signs over extended periods of time, notably electrocardiogram, phonocardiogram, temperature, activity level, and blood pressure, as well as intra-thoracic fluid impedance level.	May 29, 2019	Pending	USA

Governmental/Regulatory Approval and Compliance

The Company is subject to U.S. laws and regulations affecting its domestic operations in the areas of labor, consumer protection, quality of services, safety and other areas. Failure to comply with these laws and regulations could subject the Company to administrative and legal proceedings and actions by various governmental bodies. The Company intends to apply for 510(k) approval in Q1 2020.

Litigation

There are no existing legal suits pending, or to the Company's knowledge, threatened, against the Company.

Other

The Company's principal address is 910 Woodbridge Court, Safety Harbor, Florida 34695.

The Company is currently conducting business in Florida.

Because this Form C/A focuses primarily on information concerning the Company rather than the industry in which the Company operates, potential Purchasers may wish to conduct their own separate investigation of the Company's industry to obtain greater insight in assessing the Company's prospects.

Exhibit B to this Form C/A is a detailed Company summary. Purchasers are encouraged to review Exhibit B carefully to learn more about the business of the Company, its industry and future plans and prospects. **Exhibit B** is incorporated by reference into this Form C/A.

USE OF PROCEEDS

The following table lists the use of proceeds of the Offering if the Minimum Amount and Maximum Amount are raised.

Use of Proceeds	% of Minimum Proceeds Raised	Amount if Minimum Raised	% of Maximum Proceeds Raised	Amount if Maximum Raised
General Working Capital	10.00%	$2,500.00	2.34%	$25,038.00
Campaign marketing expenses or related reimbursement	10.00%	$2,500.00	2.34%	$25,038.00
Research and Development	80.00%	$20,000.00	95.3%	$1,019,710.00
Total	**100.00%**	**$25,000.00**	**100.00%**	**$1,070,000.00**

- This Use of Proceeds table does not include a $1,000 fee for legal services related to this Offering. Further, it is not inclusive of fees paid for use of the iDisclose Form C generation system, payments to financial and legal service providers, and escrow related fees, all of which were incurred in preparation of the campaign and are due in advance of the closing of the campaign. The Company will not be paying the Intermediary any commissions or other fees in connection with this Offering.

The Company does have discretion to alter the use of proceeds as set forth above. The Company has discretion to alter the use of proceeds should the management team feel it is in the best interests of the Company.

DIRECTORS, OFFICERS AND EMPLOYEES

Directors and Officers

The directors or managers of the Company are listed below along with all positions and offices held at the Company and their principal occupation and employment responsibilities for the past three (3) years and their educational background and qualifications.
Name

Jaeson Bang

All positions and offices held with the Company and date such position(s) was held with start and ending dates

Director, CEO and Founder: May 2019 – Present
- Oversees general business operations of the company
- Directs business and product strategy
- Leads fundraising efforts

Principal occupation and employment responsibilities during at least the last three (3) years with start and ending dates

EBR Systems, U.S. Trainer/Therapy Development Manager: July 2015 – February 2019
- Identified and developed accounts to adapt novel technology to accelerate implant growth
- Hired, trained, and led a team of therapy development managers
- Worked cross-functionally across organization with Chief Technology Officer and conducted research and development

Educational Background

Kellogg School of Management, Northwestern University, Master of Business Administration, 2015
University of California, Los Angeles, Biology, 2004

Indemnification

Indemnification is authorized by the Company to directors, officers or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

Employees

The Company currently has 1 employee in Florida. The employee does not have an employment agreement with the Company.

CAPITALIZATION AND OWNERSHIP

Capitalization

The Company has issued the following outstanding Securities:

Type of security	Common Stock
Amount authorized	10,000,000
Amount outstanding	8,500,000
Voting Rights	Unless required by law, the Company's Bylaws, or Certificate of Incorporation, elections of Directors require plurality of eligible votes cast, and all other matters are determined by a majority of eligible votes.
Anti-Dilution Rights	None
How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF	Not applicable
Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).	Common stockholders own 100.0%

Type of security	Stock Options
Amount authorized	1,000,000
Amount outstanding	500,000
Voting Rights	Unless required by law, the Company's Bylaws, or Certificate of Incorporation, elections of Directors require plurality of eligible votes cast, and all other matters are determined by a majority of eligible votes.
Anti-Dilution Rights	None
How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF	Not applicable
Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).	Common stockholders own 100.0%

Type of security	SAFE (Simple Agreement for Future Equity)
Amount outstanding	$110,000.00
Valuation Cap	$1,666,666.00
Anti-Dilution Rights	None
How this Security may limit, dilute or qualify the Notes/Bonds issued pursuant to Regulation CF	Not applicable
Percentage ownership of the Company by the holders of such Securities (assuming conversion prior to the Offering if convertible securities).	In the event of an Equity Financing as set forth in the applicable SAFE, the SAFE will automatically convert into the greater of (1) the number of shares of Standard Preferred Stock equal to the Purchase Amount divided by the lowest price per share of the Standard Preferred Stock; or (2) the number of shares of SAFE Preferred Stock equal to the Purchase Amount divided by the SAFE price. Accordingly, percentage cannot be determined until conversion rate is known.

The Company has conducted the following prior Securities offerings in the past three years:

Security Type	Number Sold	Money Raised	Use of Proceeds	Offering Date	Exemption from Registration Used or Public Offering
SAFE (Simple Agreement for Future Equity)	2	$60,000.00	Research and development	May 6, 2019	Section 4(a)(2)
SAFE (Simple Agreement for Future Equity)	1	$50,000.00	Research and development	May 21, 2019	Section 506(b)

The Company has currently reserved 10% of all authorized Common Stock of the Company under an equity incentive plan option pool for future employees. The allocation of these securities will be determined upon the hiring of new employees.

The Company currently does not have any debt outstanding.

Ownership

A majority of the Company is owned by Jaeson Bang.

Below the beneficial owners of 20% percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

Name	Percentage Owned Prior to Offering
Jaeson Bang	98.55%

FINANCIAL INFORMATION

Please see the financial information listed on the cover page of this Form C/A and attached hereto in addition to the following information. Financial statements are attached hereto as Exhibit A.

Operations

We are currently focusing on developing our product rather than generating revenue. We are not certain when or if we will generate profits in the future and intend to devote our resources to product development and research moving forward.

The Company does not expect to achieve profitability in the next 12 months and intends to focus on the following: product development, preparing for FDA trials, and building out the company's team.

Liquidity and Capital Resources

The Offering proceeds are essential to our operations. We plan to use the proceeds as set forth above under "Use of Proceeds", which is an indispensable element of our business strategy. The Offering proceeds may have an effect on our liquidity, as we currently have minimal cash on hand which will be augmented by the Offering proceeds and used to execute our business strategy.

Capital Expenditures and Other Obligations

The Company does not intend to make any material capital expenditures in the short term.

Material Changes and Other Information

Trends and Uncertainties

After reviewing the above discussion of the steps the Company intends to take, potential Purchasers should consider whether achievement of each step within the estimated time frame is realistic in their judgment. Potential Purchasers should also assess the consequences to the Company of any delays in taking these steps and whether the Company will need additional financing to accomplish them.

The financial statements are an important part of this Form C/A and should be reviewed in their entirety. The financial statements of the Company are attached hereto as Exhibit A.

THE OFFERING AND THE SECURITIES

The Offering

The Company is offering up to $1,070,000.00 in principal amount of Crowd Notes for up to $1,070,000.00. The Company is attempting to raise a minimum amount of $25,000.00 in this Offering (the "Minimum Amount"). The Company must receive commitments from investors in an amount totaling the Minimum Amount by March 23, 2020 (the "Offering Deadline") in order to receive any funds. If the sum of the investment commitments does not equal or exceed the Minimum Amount by the Offering Deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned to potential investors without interest or deductions. The Company has the right to extend the Offering Deadline at its discretion. The Company will accept investments in excess of the Minimum Amount up to $1,070,000.00 (the "Maximum Amount") and the additional Securities will be allocated at the Company's discretion.

The price of the Securities does not necessarily bear any relationship to the Company's asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities, you must make a commitment to purchase by completing the Subscription Agreement. Purchaser funds will be held in escrow with Evolve Bank and Trust. until the Minimum Amount of investments is reached. Purchasers may cancel an investment commitment until 48 hours prior to the Offering Deadline or the Closing, whichever comes first using the cancellation mechanism provided by the Intermediary. The Company will notify Purchasers when the Minimum Amount has been reached. If the Company reaches the Minimum Amount prior to the Offering Deadline, it may close the Offering at least five (5) days after reaching the Minimum Amount and providing notice to the Purchasers. If any material change (other than reaching the Minimum Amount) occurs related to the Offering prior to the Offering Deadline, the Company will provide notice to Purchasers and receive reconfirmations from Purchasers who have already made commitments. If a Purchaser does not reconfirm his or her investment commitment after a material change is made to the terms of the Offering, the Purchaser's investment commitment will be cancelled and the committed funds will be returned without interest or deductions. If a Purchaser does not cancel an investment commitment before the Minimum Amount is reached, the funds will be released to the Company upon closing of the Offering and the Purchaser will receive the Securities in exchange for his or her investment. Any Purchaser funds received after the initial closing will be released to the Company upon a subsequent closing and the Purchaser will receive Securities via Digital Registry in exchange for his or her investment as soon as practicable thereafter.

Subscription Agreements are not binding on the Company until accepted by the Company, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any subscription. If the Company rejects all or a portion of any subscription, the applicable prospective Purchaser's funds will be returned without interest or deduction.

The price of the Securities was determined arbitrarily. The minimum amount that a Purchaser may invest in the Offering is $100.00.

The Offering is being made through MicroVenture Marketplace, Inc., the Intermediary. The following two fields below sets forth the compensation being paid in connection with the Offering.

Commission/Fees

The issuer will not owe a commission or any other form of compensation to the Intermediary at the conclusion of the Offering.

Stock, Warrants and Other Compensation

The issuer will not owe a commission or any other form of compensation to the Intermediary at the conclusion of the Offering.

Transfer Agent and Registrar

The Company will act as transfer agent and registrar for the Securities.

The Securities

We request that you please review our organizational documents and the Crowd Note in conjunction with the following summary information.

Authorized Capitalization

See 'CAPITALIZATION AND OWNERSHIP' above.

Not Currently Equity Shares

The Securities are not currently equity shares in the Company and can be thought of as the right to receive equity at some point in the future upon the occurrence of certain events.

Dividends

The Securities do not entitle the Investors to any dividends.

Valuation Cap
$4,000,000.00 or $5,000,000.00 (See Conversion Price below.)

Discount Rate:
20%

Conversion of the Crowd Notes.
Upon the occurrence of a Qualified Equity Financing the Crowd Notes will convert into Conversion Shares pursuant to the following:

a. If the investor is not a Major Investor, the Crowd Notes will convert into Conversion Shares upon the earlier of (i) the Company's election or (ii) a Corporate Transaction.

b. If the investor is a Major Investor, the Company will convert the Crowd Notes into Conversion Shares prior to the closing of the Qualified Equity Financing.

"**Qualified Equity Financing**" shall mean the first sale (or series of related sales) by the Company of its Preferred Shares following the Date of Issuance from which the Company receives gross proceeds of not less than $1,000,000 (excluding the aggregate amount of securities converted into Preferred Shares in connection with such sale (or series of related sales).

Conversion Mechanics. Company shall convert the Crowd Notes into Conversion Shares equal to the quotient obtained by dividing the Outstanding Principal by the Conversion Price. The issuance of Conversion Shares pursuant to the conversion of the Crowd Notes shall be upon and subject to the same terms and conditions applicable to the shares sold in the Qualified Equity Financing; provided, however, that if the investor is not a Major Investor, the investor shall receive shares of a Shadow Series with certain limited rights.

"**Conversion Shares**" shall mean with respect to a conversion of the Crowd Notes, the Company's Preferred Shares issued in the Qualified Equity Financing.

"**Shadow Series**" shall mean series of the Company's Preferred Shares that is identical in all respects to the Preferred Shares issued in the Qualified Equity Financing (e.g., if the Company sells Series A Preferred Shares in the Qualified Equity Financing, the Shadow Series would be Series A-1 Preferred Shares), except that the liquidation preference per share of the Shadow Series shall equal the Conversion Price and the following additional differences:

i. Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the shareholders of the Company (except for on matters required by law) by Irrevocable Proxy;
ii. Shadow Series shareholders shall receive quarterly business updates from the Company through the Platform but will have no additional information or inspection rights (except with respect to such rights which are required by law).

"**Conversion Price**" with respect to a conversion pursuant a Qualified Equity Financing shall equal:

a. Investors that purchase the first Twenty-Five Thousand (25,000) Crowd Notes and thereby fund the first Twenty-Five Thousand Dollars ($25,000) will receive Crowd Notes with a conversion provision based on a $4,000,000 ($4 million) valuation cap instead of $5,000,000 ($5 million) valuation cap. That means, in connection with equity financing of at least $1,000,000, the Company has the option to convert the Crowd Note into non-voting preferred shares (Conversion Shares) at a price based on the lower of (A) a 20% discount to the price per share paid for preferred stock by investors in the Qualified Equity Financing or(B) the price per share based on a $4,000,000 ($4 million) valuation cap (instead of $5 million)

b. The lower of (A) the product of (1) one minus 20% and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the fully-diluted capitalization of the Company immediately prior to the closing of the Qualified Equity Financing.

"Irrevocable Proxy" shall mean the agreement appointing the Platform or an affiliate of the Platform as the sole and exclusive attorney and proxy of the Shadow Series shareholder, with full power of substitution and re-substitution, to vote and exercise all voting and related rights with respect to all of the securities of the Company that now are or hereafter may be beneficially owned by Shadow Series shareholder.

"Major Investor" shall mean any investor in Crowd Notes in which the Purchase Price is equal to or greater than $25,000.

"**Outstanding Principal**" shall mean the total of the Purchase Price.

Corporate Transaction
In the event of a Corporate Transaction, the Company shall notify the investor in writing of the terms of the Corporate Transaction.

a. If the Corporate Transaction occurs prior to a Qualified Equity Financing, the investor shall receive the higher value received by either:

   i. Quotient obtained by dividing the product of (1) the Outstanding Principal and the Fully-Diluted Capitalization immediately prior to the closing of the Corporate Transaction by the

(2) the Valuation Cap; or

ii. Obtaining the Corporate Transaction Payment.

b. If the Corporate Transaction occurs after a Qualified Equity Financing the Company shall convert the Crowd Notes into Conversion Shares pursuant to Conversion Mechanics described above.

"**Corporate Transaction**" shall mean:

a. the closing of the sale, transfer or other disposition of all or substantially all of the Company's assets,
b. the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the shareholders of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the Company or the surviving or acquiring entity),
c. the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting shares of the Company (or the surviving or acquiring entity), or
d. the IPO, liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction.

"**Corporate Transaction Payment**" shall mean an amount equal to two times (2.0X) the Purchase Price. If there are not enough funds to pay the investors in full, then proceeds from the respective transaction will be distributed with equal priority and pro rata among Purchasers in proportion to their Purchase Price.

Termination

The Crowd Notes will terminate upon the earlier of: (a) a conversion of the entire Purchase Price under the Crowd Notes into Conversion Shares; or (b) the payment of amounts due to the investor pursuant to a Corporate Transaction.

In addition, the Purchaser may not transfer the Securities or any Securities into which they are convertible to any of the Company's competitors, as determined by the Company in good faith.

Furthermore, upon the event of an IPO, the equity interest into which the Securities are converted will be subject to a lock-up period and may not be sold for up to 180 days following such IPO.

Voting and Control

The Securities do not have any voting rights. Further, upon conversion of the Crowd Notes into Conversion Shares, Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the members of the Company (except for on matters required by law) by Irrevocable Proxy.

The Company does not have any voting agreements in place. The Company does not have any voting agreements in place.

Anti-Dilution Rights

The Securities do not have anti-dilution rights.

Restrictions on Transfer

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Purchaser of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities were transferred: 1) to the Company, 2) to an accredited investor, as defined by Rule 501(d) of Regulation D of the Securities Act of 1933, as amended, 3) as part of an Offering registered with the SEC or 4) to a member of the family of the Purchaser or the equivalent, to a trust controlled by the Purchaser, to a trust created for the benefit of a family member of the Purchaser or the equivalent, or in connection with the death or divorce of the Purchaser or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Remember that although you may legally be able to transfer the Securities, you may not be able to find another party willing to purchase them.

Other Material Terms

The Company does not have the right to repurchase the Crowd Notes. The investor agrees to take any and all actions determined in good faith by the Company's Manager to be advisable to reorganize the instrument and any shares issued pursuant to the terms of the Crowd Notes into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd Notes.

TAX MATTERS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH HIS OR HER OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.

TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C/A CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Company, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Company to such foreign investors may be subject to UNITED STATES withholding tax.

EACH POTENTIAL INVESTOR SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST

Related Person Transactions

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of 10 percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons.

The Company has conducted the following transactions with related persons:

Investment

Related Person/Entity	Jaeson Bang
Relationship to the Company	Founder, CEO, majority shareholder
Total amount of money involved	$30,000.00
Benefits or compensation received by related person	Automatic conversion of the SAFE purchase amount to a number of shares of Preferred Stock, upon an Equity Financing, with a valuation cap of $1,666,666.
Benefits or compensation received by Company	Funds for operating capital
Description of the transaction	Jaeson Bang invested in a Simple Agreement for Future Equity (SAFE) security in May 2019.

Conflicts of Interest

To the best of our knowledge the Company has not engaged in any transactions or relationships, which may give rise to a conflict of interest with the Company, its operations or its security holders.

OTHER INFORMATION

Bad Actor Disclosure

The Company is not subject to any Bad Actor Disqualifications under any relevant U.S. securities laws.

SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C/A and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

The issuer also certifies that the attached financial statements are true and complete in all material respects.

/s/Jaeson Bang
(Signature)

Jaeson Bang
(Name)

CEO, Founder
(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C/A has been signed by the following persons in the capacities and on the dates indicated.

/s/Jaeson Bang
(Signature)

Jaeson Bang
(Name)

CEO, Founder
(Title)

2/27/2020
(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

2. The name of each person signing the form shall be typed or printed beneath the signature.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

I, Jaeson Bang, being the founder of Oracle Health, Inc. (the "Company"), hereby certifies as of this that:

(i) the accompanying unaudited financial statements of the Company, which comprise the balance sheet for the period May to November 2019 and the related statements of income (deficit), stockholder's equity and cash flows for the same period, and the related notes to said financial statements (collectively, the "Financial Statement"), are true and complete in all material respects; and

(ii) while the Company has not yet filed tax returns for the year ending December 31, 2019, any tax return information in the Financial Statements reflects accurately the information that would be reported in such tax returns.

/s/Jaeson Bang
(Signature)

Jaeson Bang
(Name)

CEO, Founder
(Title)

2/27/2020
(Date)

EXHIBITS

Exhibit A	Financial Statements
Exhibit B	Company Summary
Exhibit C	Subscription Agreement
Exhibit D	Crowd Note
Exhibit E	Pitch Deck
Exhibit F	Video Transcript
Exhibit G	Webinar Transcript

EXHIBIT A

Financial Statements

ORACLE HEALTH, INC.

Reviewed Financial Statements For The Period of May 9, 2019 (Inception) to December 31, 2019

Jason M. Tyra
CPA PLLC

Independent Accountant's Review Report

To Management
Oracle Health, Inc.
Safety Harbor, Florida

We have reviewed the accompanying balance sheet of Oracle Health, Inc. as of December 31, 2019, and the related statements of income, retained earnings, and cash flows for the period then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of my procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Jason M. Tyra, CPA, PLLC
Dallas, TX
January 30, 2020

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Dallas, TX 75201
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ORACLE HEALTH, INC.
BALANCE SHEET
DECEMBER 31, 2019

_____

ASSETS

CURRENT ASSETS		
Cash	$	15,933
TOTAL CURRENT ASSETS		15,933
TOTAL ASSETS		15,933

LIABILITIES AND SHAREHOLDERS' EQUITY

SHAREHOLDERS' EQUITY		
Common Stock (10,000,000 shares authorized; 9,000,000 issued; $.00001 par value)		90
Additional Paid in Capital		59,910
Retained Earnings (Deficit)		(44,067)
TOTAL SHAREHOLDERS' EQUITY		15,933
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$	15,933

Reviewed- See accompanying notes.

ORACLE HEALTH, INC.
INCOME STATEMENT
FOR THE PERIOD OF MAY 9, 2019 (INCEPTION) TO DECEMBER 31, 2019

Operating Expense	
General & Adminstrative	24,917
Salaries & Wages	7,518
Professional Fees	7,444
Research & Development	2,369
Selling & Marketing	1,818
	44,067
Net Income from Operations	(44,067)
Net Income	$ (44,067)

ORACLE HEALTH, INC.
STATEMENT OF CASH FLOWS
FOR THE PERIOD OF MAY 9, 2019 (INCEPTION) TO DECEMBER 31, 2019

Cash Flows From Operating Activities		
Net Income (Loss) For The Period	$	(44,067)
Net Cash Flows From Operating Activities		(44,067)
Cash Flows From Financing Activities		
Issuance of Common Stock		90
Increase in Additional Paid-In Capital		59,910
Net Cash Flows From Investing Activities		60,000
Cash at Beginning of Period		-
Net Increase (Decrease) In Cash		15,933
Cash at End of Period	$	15,933

Reviewed- See accompanying notes.

ORACLE HEALTH, INC.
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE PERIOD OF MAY 9, 2019 (INCEPTION) TO DECEMBER 31, 2019

	Common Stock Number	Common Stock Amount	Additional Paid in Capital	Retained Earnings	Total Stockholders' Equity
Balance at May 9, 2019 (Inception)	-	$ -	$ -	$ -	$ -
Issuance of Stock	9,000,000	90	59,910		60,000
Net Income					(44,067)
Balance at December 31, 2019	9,000,000	$ 90	$ 59,910	$ (44,067)	$ 15,933

Reviewed- See accompanying notes.

NOTE A- ORGANIZATION AND NATURE OF ACTIVITIES

Oracle Health, Inc. ("the Company") is a corporation organized under the laws of the State of Delaware. The Company is a healthcare technology company that is developing a digital cardiac monitor. The Company's products will exploit certain proprietary research carried out by Jaeson Bang, its founder.

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

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

Significant Risks and Uncertainties

The Company is subject to customary risks and uncertainties associated with development of new technology including, but not limited to, the need for protection of proprietary technology, dependence on key personnel, costs of services provided by third parties, the need to obtain additional financing, and limited operating history.

The Company currently has no developed products for commercialization and there can be no assurance that the Company's research and development will be successfully commercialized. Developing and commercializing a product requires significant capital, and based on the current operating plan, the Company expects to continue to incur operating losses as well as cash outflows from operations in the near term.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Revenue

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured.

Fixed Assets

The Company capitalizes assets with an expected useful life of one year or more, and an original purchase price of $1,000 or more. Depreciation is calculated on a straight-line basis over management's estimate of each asset's useful life.

Rent

The Company is party to a non-cancellable operating lease agreement for office space. The lease commenced in January 2020 and has a term of eleven months. Future minimum payments due amount to $5,500 in 2020.

Advertising

The Company records advertising expenses in the year incurred.

Research & Development

The Company records research & development expenses in the year incurred.

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities. ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

The Company is subject to tax filing requirements as a corporation in the federal jurisdiction of the United States. The Company sustained a net operating loss during fiscal year 2019. Net operating losses will be carried forward to reduce taxable income in future years. Due to management's uncertainty as to the timing and valuation of any benefits associated with the net operating loss carryforwards, the Company has elected to recognize an allowance to account for them in the financial statements, but has fully reserved it. Under current law, net operating losses may be carried forward indefinitely.

The Company is subject to franchise tax filing requirements in the State of Delaware.

Recently Adopted Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board, or FASB, or other standard setting bodies and adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued standards that

are not yet effective will not have a material impact on its financial position or results of operations upon adoption.

In May 2014, the FASB issued ASU, 2014-09—*Revenue from Contracts with Customers (Topic 606)*, or ASU 2014-09, and further updated through ASU 2016-12, or ASU 2016-12, which amends the existing accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount to which an entity expects to be entitled to when products are transferred to customers. This guidance is effective for annual reporting periods, and interim periods within those years, beginning December 15, 2018 for non-public entities. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The adoption of ASU 2014-09 had no material impact on the Company's financial statements and related disclosures.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, or ASU 2016-02, which supersedes the guidance in ASC 840, *Leases*. The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. This guidance is effective for annual reporting periods beginning after December 15, 2019 for non-public entities. The adoption of ASU 2016-02 had no material impact on the Company's financial statements and related disclosures.

NOTE C- FAIR VALUE MEASUREMENTS

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants based on the highest and best use of the asset or liability. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. The Company uses valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

Level 1 - Observable inputs, such as quoted prices for identical assets or liabilities in active markets;
Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly, such as quoted prices for similar assets or liabilities, or market-corroborated inputs; and
Level 3 - Unobservable inputs for which there is little or no market data which require the reporting entity to develop its own assumptions about how market participants would price the assets or liabilities.

The valuation techniques that may be used to measure fair value are as follows:

Market approach - Uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.
Income approach - Uses valuation techniques to convert future amounts to a single present amount based on current market expectations about those future amounts, including present value techniques, option-pricing models, and excess earnings method.
Cost approach - Based on the amount that currently would be required to replace the service capacity of an asset (replacement cost).

NOTE D- CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits.

NOTE E- SUBSEQUENT EVENTS

Management considered events subsequent to the end of the period but before January 30, 2020, the date that the financial statements were available to be issued.

EXHIBIT B

Company Summary

MICROVENTURES

Company: Oracle Health

Market: Health Devices

Product: Insertable Cardiac Monitors

Company Highlights

- Accepted into JLABS at Texas Medical Center – a Johnson & Johnson life sciences incubator – in November 2019
- Graduated from Zeroto510 - a Medical Tech Accelerator – in its Summer 2019 cohort
- Research agreement with the University of Maastricht to study the efficacy of its medical device on Heart Failure patients
- Provisional patent application filed in July 2019, with a patent assessment completed in October 2019 related to the potential for patentability

EXECUTIVE SNAPSHOT

Oracle Health is designing an insertable cardiac monitor that aims to help provide a long-term solution for heart failure patients through a minimally invasive device. Even though the company was started in Q2 2019, it has already built out a highly experienced team and accomplished numerous milestones including:

- Recruited a team of advisors who have experience from Stanford University, Harvard Medical School, Johns Hopkins University, Ohio State University, NASA, Boston Scientific, and many venture-backed health tech startups
- Accepted in JLABS at Texas Medical Center – a Johnson & Johnson life sciences incubator – in November 2019
- Graduated from Zeroto510 – a Medical Tech Accelerator – in its Summer 2019 cohort
- Research agreement with the University of Maastricht to study the efficacy of its medical device on Heart Failure patients
- Provisional patent application filed in July 2019, with a patent assessment completed in October 2019 related to the potential for patentability

PERKS

Investors who purchase the first 25,000 Crowd Notes, and thereby fund the first $25,000, will receive Crowd Notes with a conversion provision based on a $4 million valuation cap instead of a $5 million valuation cap. That means, in connection with equity financing of at least $1 million, the company has the option to convert the Crowd Note into non-voting preferred shares (Conversion Shares) at a price based on the lower of (A) a 20% discount to the price per share paid for Preferred Shares by investors in the Qualified Equity Financing or (B) the price per share based on a $4 million valuation cap (instead of $5 million).

COMPANY SUMMARY

Opportunity

Heart failure is one of the most pervasive chronic illnesses in the U.S. Causing 11 million physician visits each year, heart failure is responsible for more hospitalizations than all forms of cancer combined. With nearly 550,000 new cases of heart failure diagnosed in the U.S. each year,[i] new technologies are being developed to help better treat patients, including wearable devices[ii] and implantable cardiac monitors. However, there can be challenges with these approaches. Monitors that are placed in arteries, in particular, require invasive and complex cath procedures to properly insert the device. [iii]

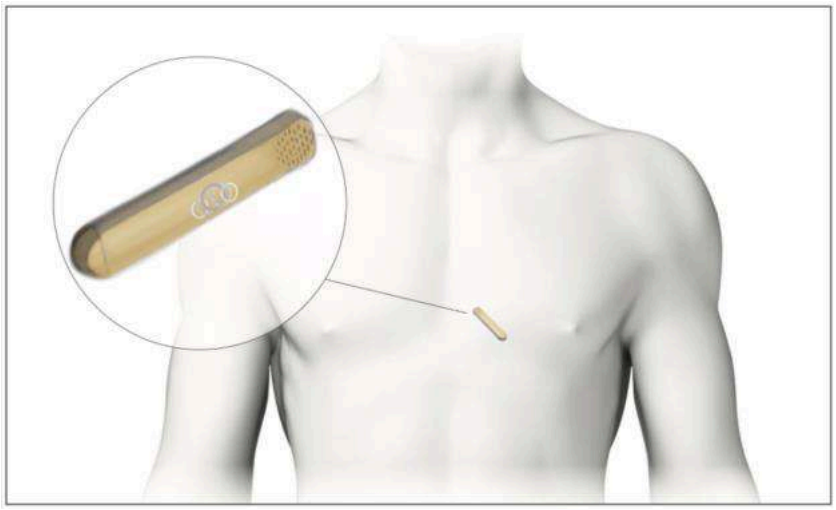
Founded in May 2019, Oracle Health is a digital health technology company that is developing a minimally invasive cardiac monitor that intended to be more efficient for patients and cardiologists. Not only is this product aimed at reducing invasiveness for patients, but its cloud-based pattern recognition machine learning algorithm will be designed to help cardiologists better monitor their patients through a software platform. The company was founded by Jaeson Bang, who has over a decade of health tech startup experience, as well as an MBA from Northwestern University and a BS in Biology from UCLA.

Product

Oracle Health's tiny insertable cardiac monitor (ICM) is designed to be a minimally invasive solution that can effectively help cardiologists monitor and treat their heart failure patients. The company intends to pair its medical device with a software dashboard engineered to help cardiologists easily track trends and patient data over time. Oracle Health is positioning its ICM to be a simple and minimally invasive long-term solution that is more effective and diligent than wearable products and less invasive than monitoring devices that go directly in a patient's pulmonary artery. The company intends to submit the device to the Food and Drug Administration for review under its 510k process in Q1 2020. This review is done to ensure that the device is fit to go-to-market.

How it Works

Oracle Health is developing its ICM so that cardiologists can easily implant the device into patients in approximately two minutes. The device will be implanted just under a patient's skin, in their chest region.



Cardiologist numbs the small region where the device will be inserted.

Cardiologist then makes ¼ inch incision and inserts the device under the skin.

After device is inserted, physician then covers the incision area with a special, sterile bandage.

After the minimally invasive insertion process, the monitor is able to listen to the heart sounds and record electrocardiography (ECG) continuously for up to three years. Cardiologists will then monitor patient data and trends in heart performance using the company's software dashboard via a web portal or mobile device. The platform will use cloud-based machine learning to analyze the patient's data and help cardiologists efficiently determine the next steps in patient care.

Acoustic sensor listens to heart sounds to gain patient data.

ECG records heart rhythms and accumulates performance trends.

Machine learning analyzes trending heart performance and provides actionable insights.

Oracle Health is designing its device and data platform to monitor heart sounds and rhythms 24 hours a day, seven days a week for three years for patients and their physicians. By taking data continuously and transmitting through the cloud, physicians will be able to log onto their data portal often to review trending reports, as well as receive any updates from the machine learning algorithm. Patient heart data will be accessible not only from a desktop, but the Oracle Health smartphone app also.

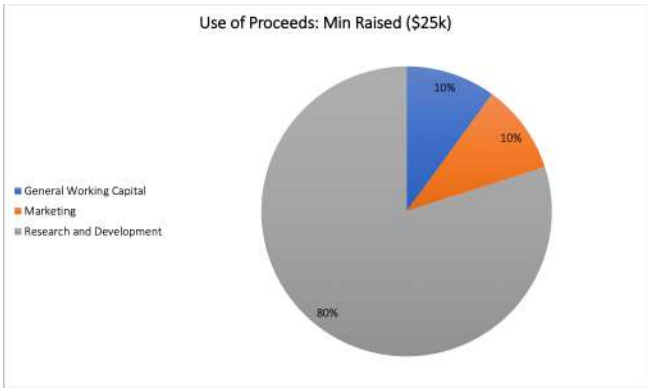
Intellectual Property

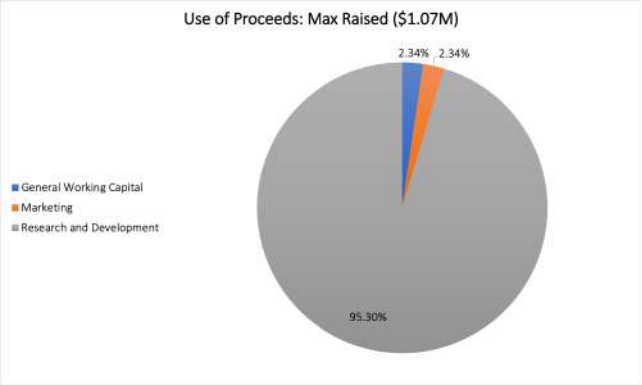
In May 2019, Oracle Health filed a provisional patent application that covers the technology related to its implantable cardiac device, software dashboard, smartphone app, and data accumulation techniques.

Use of Proceeds

If the minimum amount is raised ($25,000), Oracle Health intends to allocate the majority of the proceeds (80%) towards research and development, with the remaining funds going towards general working capital (10%) and marketing (10%).

If the maximum amount is raised ($1.07M), Oracle Health intends to allocate about 95% towards research and development. General working capital (~2.3%) and marketing (~2.3%) are the remaining functions the company is projecting to direct the proceeds of the raise toward. Oracle Health has discretion to alter the use of proceeds from this raise.





The company anticipates allocating funds towards the following functions within each category:

- *Research and Development:* The company is forecasting to use funds from this raise towards the continued development of its device, as well as any potential expansion for new product features or offerings.
- *Marketing:* The company is projecting to use a portion of the capital from this raise towards marketing costs for digital advertisements, trade shows, and other outlets to increase awareness around the company's technology.
- *General Working Capital:* Oracle Health intends to allocate a portion of this raise towards general working capital for running the business.

Product Roadmap

As Oracle Health progresses along its product roadmap, the company hopes to achieve the following milestones in 2020:

- *Q1 2020*
  - Complete animal lab testing
  - Complete human pilot testing
  - Analyze and publish research from these tests in a research journal

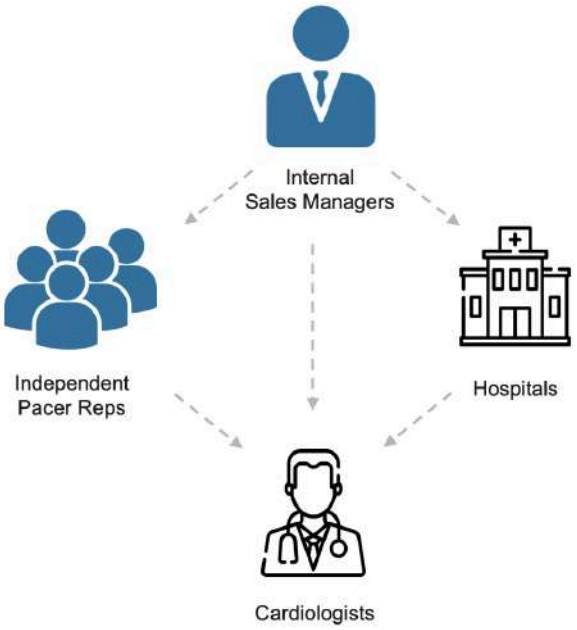
- *Q2 2020*
  - Apply for a National Institute of Health (NIH) grant for its insertable medical device. This grant would be non-dilutive funding
  - Build out intellectual property portfolio through additional patent applications
  - Participate in road shows to improve public recognition and knowledge of its product

- *Q3 2020*
  - Begin hardware and software final product design
  - Add a software engineer to the company's team

Business Model

Oracle Health intends to operate a multi-distribution model for the sales of its device using internal sales managers. These managers will then sign up hospitals and cardiologists, as well as manage independent pacer representatives. Initially, the company will focus on cardiologists in Tennessee, Texas, and Florida, where the company already has pre-existing relationships.

Oracle Health has already partnered with Velentium Engineering to help with the design and manufacturing process. Oracle Health estimates a per unit manufacturing cost of $1,000, which the company anticipates will retail for $5,300. The company hopes to begin generating revenue in 2022.



USER TRACTION

Since its inception in May 2019, Oracle Health has already been accepted and participated in two medical technology incubators. The company was accepted in JLABS at TMC in Houston, TX in November 2019. JLABS is a part of Johnson & Johnson's Innovation division which provides an infrastructure and resources for more than 300 emerging life science companies.[iv] Johnson and Johnson is a multi-national healthcare organization that earned more than $81.5 billion in revenue in 2018.[v]

Johnson & Johnson

INNOVATION | JLABS

Additionally, the company also participated in and graduated from the Zeroto510 Medical Device Accelerator in Memphis, TN in the summer of 2019. This program is a nationally ranked seed accelerator that helps startups navigate the complex FDA 510k approval process for commercial medical devices.[vi]

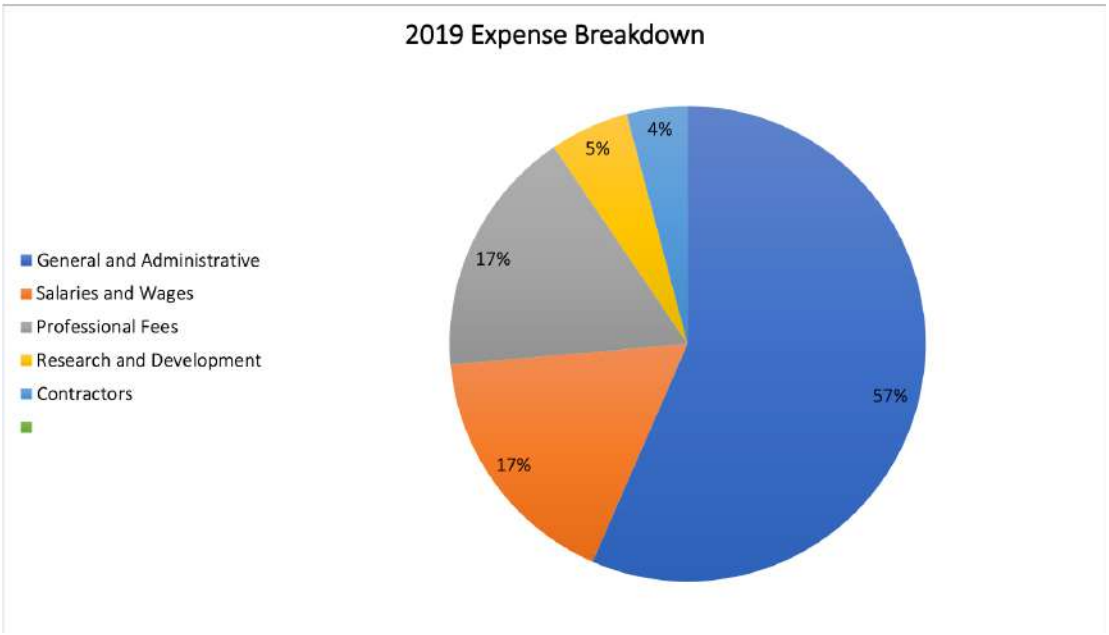
To test the efficacy of its product, Oracle Health has entered into a research agreement with the University of Maastricht. This observational proof-of-concept study is planned to occur between January 2020 and February 2020 and will equip heart patients with the Oracle Health medical device, comparing data collected through Oracle Health's device with other standard diagnostic information.

HISTORICAL FINANCIALS

Oracle Health is currently pre-revenue, as it focuses on continuing to develop its product, conduct research testing, and build out an intellectual property portfolio. The company intends to generate revenue from the sale of its insertable cardiac monitor to cardiologists and hospitals after it has passed the 510k FDA process. The company hopes to begin generating revenue in 2022.

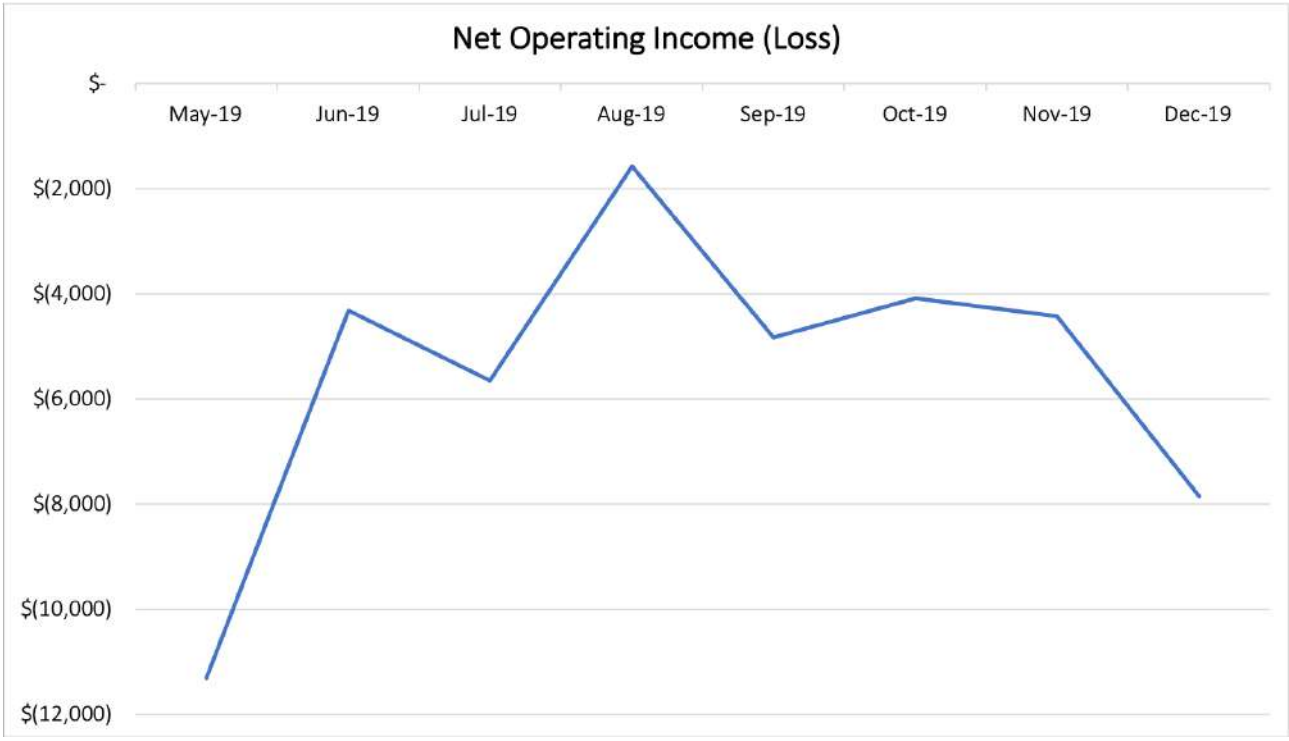
Through December 2019, Oracle Health has incurred about $44,000 in total expenses. In May, expenses were relatively high, as the company was incurring operation and legal expenses related to getting the business started. Since May, Oracle Health has dramatically reduced its expenses per month as it has primarily been focused on maintaining a lean operation and developing its product.

Through December, general and administrative expenses have represented about 57% of all expenses. Salaries and wages and professional fees both totaled about 17% of total expenses. Research and development (5%) and contractors (4%) were the two remaining expense categories.



Oracle Health has sustained a net operating loss of about $44,000 through December. As of January 2020, the company had nearly $16,000 in cash on hand. In 2019, the company has averaged a gross monthly burn rate of

about $5,500. Since its initial organization costs, the company has kept burn rate lower than this average and intends to minimize operating costs throughout the duration of this raise. With the proceeds from this raise, the company anticipates having at least 12 months of runway.



INDUSTRY AND MARKET ANALYSIS

The U.S. is the largest medical device market in the world, with Select USA reporting that the market reached $156 billion in size in 2017. By 2023, industry experts project the U.S. market to grow to $208 billion. The market is comprised of articles, instruments, apparatuses, or machines that are used for preventative, diagnostic, or treatment purposes. This industry includes nearly two million direct and indirect jobs in the U.S., with over 80% of medical devices companies operating at under 50 employees. [vii]

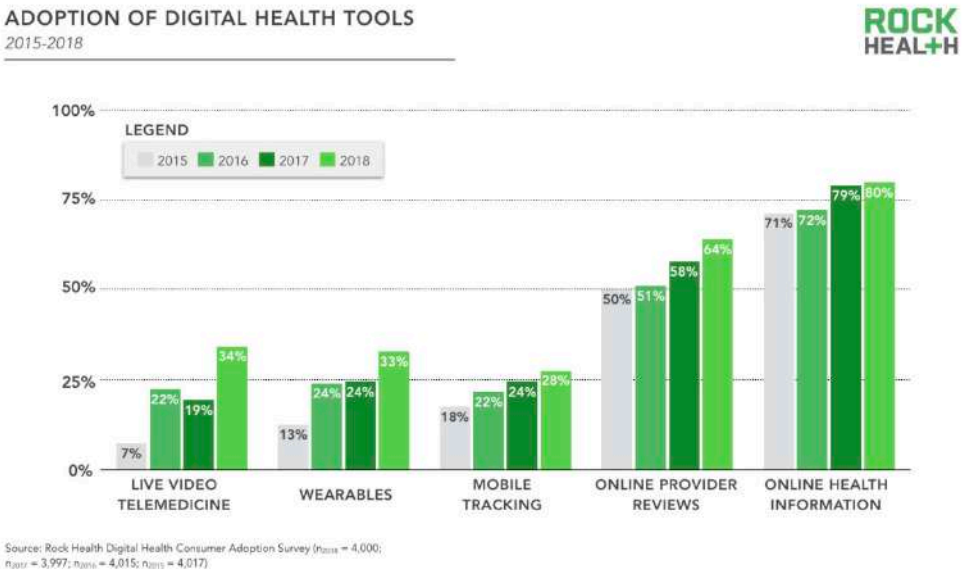
The U.S. Center for Disease Control and Prevention (CDC) estimates that roughly 5.7 million adults in the U.S. have heart failure, which is defined as when the heart cannot pump enough blood and oxygen to support other organs in the body. The CDC also reported that heart failure costs the U.S. ~$30.7 billion each year in health care services, medications, and missed days of work from the ill patients.[viii] Heart failure is so pervasive throughout the country that Emory University found that there are nearly 550,000 new cases of heart failure diagnosed in the U.S. each year. This condition is responsible for 11 million physician visits each year, and even more hospitalizations than all forms of cancer combined.[ix]

One such way to monitor heart health is through implantable cardiac monitors. Research and Markets reports that the global implantable cardiac monitors market is projected to reach $682 million by 2023, growing at a 7.6% compound annual growth rate (CAGR) from 2017 to 2023. Growth is expected to be driven by the miniaturization of these devices, as well as the growing demand for cardiac monitors that can continuously monitor heart health and detect any abnormalities.[x]

Another such way for physicians and patients to monitor heart health are wearable medical devices. Wearable medical devices have grown in both popularity among consumers and acceptance among physicians for their ability to simply monitor patients' health. Transparency Market Research valued the global wearable medical devices market at $6.8 billion in 2017. The market is forecast to grow at a compound annual growth rate (CAGR) of 17% from 2018 to 2026, in part due to the expansion of the health care industry, government initiatives that promote wearables, additional health care expenditure, and increased product approvals.[xi] However, the reimbursement structure from insurance providers for these wearable monitors has been ill defined so far.[xii]

Consumers have grown increasingly comfortable with digital health services and technologies. Not only are consumers going digital out of curiosity or for general fitness and well-being, but with the intention to address and treat real, concrete health needs. These consumers are using digital health solutions to manage diagnoses, connect with providers, and make critical healthcare decisions.[xiii]

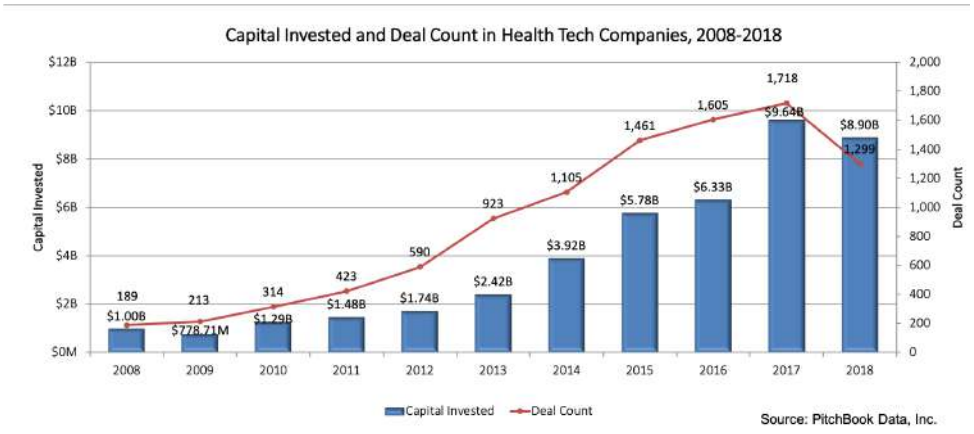
88% of respondents to a Rock Health survey reported using a digital health tool in 2018, up from 80% in 2015. The most widely used digital health tools – online health information, online provider reviews, mobile tracking, wearables, and live video telemedicine – also saw increased adoption year-over-year in 2018. In particular, live video telemedicine surged in 2018, increasing more than 100% year-over-year from 2017 to 2018.[xiv]



In the past, much of the growth for medical technology companies has depended on product innovations that make devices easier for doctors to use and improve outcomes for patients. Government regulations can also stimulate or slow growth based on how governmental agencies evaluate products. These regulations are so comprehensive that they govern medical device design and development, clinical testing, premarket clearance and approval, listing, manufacturing, labeling, advertising, storage, promotions, sales and distribution, and post-market surveillance.[xv]

In the U.S., the Food and Drug Administration typically oversees many of these regulations. One such evaluation process for medical devices is called the 510k. This process requires the manufacturer to demonstrate that a device is "substantially equivalent" to an existing device that is already legally marketed. The FDA occasionally requires clinical data, and often takes between ninety days to one year for completion.[xvi] Oracle Health plans to submit its insertable cardiac device for FDA review under the 510k framework in Q1 2020 and hopes to receive approval in approximately two years.

In 2018, venture capital in health tech companies reached $8.9 billion across 1,299 total deals. Health tech companies received record highs in investment amount ($9.64 billion) and deal count (1,718) in 2017. From 2016 to 2017, there was a 52% year-over-year increase in capital invested. Between 2008 and 2018, over $43 billion was invested across 9,840 venture capital deals in health tech companies.[xvii]



COMPETITORS

Abbott Laboratories (NYSE: ABT): Abbott Laboratories is an Illinois-based healthcare company that sells medical devices, diagnostics, medicines, and nutritional products to treat a wide range of health problems, including cardiovascular diseases. The cardiovascular disease division at Abbott has many internal divisions that are designed to solve specific heart problems. Organizations within the cardiovascular disease division include structural heart, heart failure, cardiac rhythm management, electrophysiology, peripheral intervention, vessel closure, carotid intervention, and coronary intervention. The heart failure organization has over five products that are designed to help physicians and patients more effectively monitor and manage heart failure.[xviii] The CardioMEMS HF System is a monitoring device that is implanted directly into a patient's pulmonary artery that then sends information wirelessly to the patient's doctor. Abbott reports that this device has been clinically proven to reduce hospital admission by 58% over an average of 12 months.[xix] In 2018, Abbott Laboratories reported that its Heart Failure division earned $646 million in total revenue, of which about 72% came from sales made in the U.S.[xx]

Medtronic (NYSE: MDT): Founded in 1949, Medtronic is a medical device company that designs and sells devices for a range of medical uses. Heart failure and cardiac rhythm is one such medical issue that Medtronic sells devices to treat, with the company offering implantable cardiac pacemakers, implantable cardioverter defibrillators, implantable cardiac resynchronization therapy devices, AF ablation product, insertable cardiac monitoring systems, and mechanical circulatory support products. The Reval LINQ is the company's flagship cardiac monitoring system product, which is designed to record the heart's electrical activity before, during, and after transient symptoms, as well as assist in diagnosis.[xxi] In the 2019 fiscal year (which ended on April 26, 2019), Medtronic reported $5.84 billion in revenue from its cardiac rhythm and heart failure group, down from $5.94 billion in 2018.[xxii]

Sensible Medical Innovations: Sensible Medical Innovations is an Israeli company that aims to lead a new standard of care in heart failure. Initially used in the military, the company's medical radar (ReDS) monitoring technology has been adapted for medical use to help physicians deliver a non-invasive solution to heart failure patients. By implementing this product, Sensible Medical claims that healthcare professionals are able to measure a patient's lung fluid, which is a key data point for heart failure patients. Additionally, Sensible Medical's solution can be used both at home and in a clinic.[xxiii] In May 2019, Sensible Medical entered into an agreement with Bayer for the use of Sensible's ReDS technology.[xxiv] Sensible Medical raised a $20 million financing round led by Boston Scientific in November 2013, which was the company's last disclosed funding.[xxv]

ReThink Medical: San Francisco-based ReThink Medical is a health tech startup that has designed medical devices to help monitor heart failure. The company's wrist-worn monitoring device is equipped with technology that is designed to predict and prevent heart failure hospitalizations. The device uses machine learning, artificial intelligence, and continuous physiologic monitoring to detect worsening symptoms.[xxvi] In May 2017, ReThink Medical raised a $3 million Series A round led by Emergent Medical Partners.[xxvii]

EXECUTIVE TEAM

Jaeson Bang, Founder and CEO: Jaeson founded Oracle Health in May 2019, after nearly four years at EBR Systems, a Silicon Valley-based medical technology startup. While at EMR, Jae worked cross functionally with the CTO and R&D engineers on device development, as well as leading a national team of therapy development managers and field clinician engineers. Prior to that, he spent time consulting the business and clinical operations team at Keystone Heart, a venture-backed Israeli medical technology company. Throughout his career, Jae has worked at startups that operate at the intersection of medicine, technology, and business. These companies have been funded by investors like Johnson & Johnson and New Enterprise Associates (NEA). Jae graduated from the Northwestern University – Kellogg School of Management with his Executive MBA in 2015 and from UCLA in 2004 with a degree in Biology.

Advisors

Oracle Health has numerous advisors that aid the company in business strategy, research and development, and other important functions. Advisors include:

Dr. Dimitrios Georgakopoulous

- Chief Science Officer at multiple venture-backed biotechnology companies
- Research experience at CVRx
- Post-Doctoral Fellowship in Cardiology at Johns Hopkins Hospital
- Authored numerous public research papers[xxviii]
- PhD in Cardiovascular Physiology, Biomedical Engineering, Johns Hopkins University

Randolph Armstrong

- Over 30 years of experience in medical device development
- Executive-level experience at medical technology companies
- Has worked for companies like NASA, Boston Scientific, and Medtronic

Dr. Toshimasa Okabe

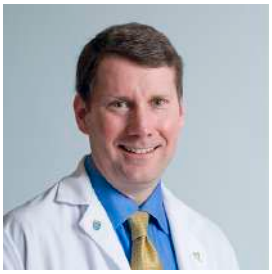
- Works in the Department of Clinical Cardiac Electrophysiology and Cardiovascular Disease at the Ohio State University medical center
- MD from the University of Tokyo

Professor Frits Prinzen

- Professor of Physiology, with a focus on “Electro-mechanics of the heart” at Maastricht University
- Medical Biology degree from University of Utrecht

Dr. David Kraus

- Currently works at Stern Cardiovascular in Memphis, TN
- Associate Director at Cardiac Laboratories at Baptist Memorial Hospital
- Also worked at The Cardiology Group of Memphis, PC, and Memphis Heart Group
- MD from the University of Tennessee Center for the Health Sciences



Dr. Kevin Heist

- Currently works at Massachusetts General Hospital as the Director of Clinical Cardiac Electrophysiology Fellowship Program
- Associate Professor of Medicine at Harvard Medical School
- PhD and MD from the Stanford University School of Medicine

PAST FINANCING

To date, Oracle Health has raised $110,000 in funding from the Zeroto510 accelerator program and angel investors. All investors invested in a Simple Agreement for Future Equity (SAFE) with a $1.6 million valuation cap.

Round	Date	Amount	Security Type	Valuation Cap
Pre-Seed/Accelerator	May-19	$110k	SAFE	$1.66M

Investors:	• ZeroTo510 Accelerator • Angel Investors

INVESTMENT TERMS

Security Type: Crowd Note
Round Size: Min: $25,000 Max: $1,070,000
Discount Rate: 20%
Valuation Cap: $4 million or $5 million
Conversion Provisions: In connection with equity financing of at least $1 million, the Company has the option to convert the Crowd Note into non-voting preferred stock (Conversion Shares) at a price based on the lower of (A) a 20% discount to the price per share for Preferred Stock by investors in the Qualified Equity Financing or (B) the price per share paid on a $5 million valuation cap. Please refer to the Crowd Note for a complete description of the terms of the Crowd Note, including the conversion provisions.
Transaction Type: Primary

PRESS

St. Pete Catalyst: Local Tech Company Takes on Heart Failure with New Monitor
ZeroTo510: 2019 Summer of Acceleration Startups Announced
Memphis Bio Works: Fourth Annual Summer of Acceleration Kicks Off in Memphis
Internet Coast: Tampa-Based Company Takes on Heart Failure With New Monitor

RISKS

The information provided herein is not intended to be, nor should it be construed or used as, investment, tax or legal advice, a recommendation to purchase, or an offer to sell securities of the company. You should rely on the offering statement and documents attached as exhibits to the offering statement when making any investment decision. An investment in the company is not suitable for all investors.

Investment Risk

An investment in the company is speculative, and as such is not suitable for anyone without a high tolerance for risk and a low need for liquidity. You should invest only if you are able to bear the risk of losing your entire investment. There can be no assurance that that investors will receive any return of capital or profit. Investors should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the risks of lack of liquidity) that are characteristic of private placement investments. There will be no public market for the securities being offered, applicable securities laws will restrict any transfer of the securities, and the securities will not be transferable without the company's consent.

Company Risk

The company's industry is highly competitive, and the company may not be able to compete effectively against the other businesses in its industry. The company is subject to a number of significant risks that could result in a reduction in its value and the value of the company securities, potentially including, but not limited to:

- Rapidly changing consumer preferences and market trends,
- Inability to expand and maintain market acceptance for the company's services and products,
- Inability to gain access to international markets and comply with all applicable local laws and regulations,
- Inability to achieve management's projections for growth, to maintain or increase historical rates of growth, to achieve growth based on past or current trends, or to effectively manage rapid growth,
- Inability to develop, maintain and expand successful marketing relationships, affiliations, joint ventures and partnerships that may be needed to continue and accelerate the company's growth and market penetration,
- Inability to keep pace with rapid industry, technological and market changes that could affect the company's services, products and business,
- Technological problems, including potentially widespread outages and disruptions in Internet and mobile commerce,
- Potential costs and business disruption that may result if the company's customers complain or assert claims regarding the company's technology,
- Failure to adequately address data security and privacy concerns in compliance with U.S. and international laws, rules and policies,
- Performance issues arising from infrastructure changes, human or software errors, website or third-party hosting disruptions, network disruptions or capacity constraints due to a number of potential causes including technical failures, cyber-attacks, security vulnerabilities, natural disasters or fraud,
- Inability to adequately secure and protect intellectual property rights,
- Potential claims and litigation against the company for infringement of intellectual property rights and other alleged violations of law,
- Difficulties in complying with applicable laws and regulations, and potential costs and business disruption if the company becomes subject to claims and litigation for legal non-compliance,
- Changes in laws and regulations materially affecting the company's business,
- Liability risks and labor costs and requirements that may jeopardize the company's business,
- Dependence on and inability to hire or retain key members of management and a qualified workforce,
- Ongoing need for substantial additional capital to support operations, to finance expansion and/or to maintain competitive position,
- Issuance of additional company equity securities at prices dilutive to existing equity holders,

- Potential significant and unexpected declines in the value of company equity securities, including prior to, during, and after an initial public offering, and
- Inability of the company to complete an initial public offering of its securities, merger, buyout or other liquidity event.

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[i] https://www.emoryhealthcare.org/heart-vascular/wellness/heart-failure-statistics.html
[ii] https://www.transparencymarketresearch.com/pressrelease/wearable-medical-devices.htm
[iii] https://www.researchandmarkets.com/research/cjfd52/implantable?w=5
[iv] https://www.tmc.edu/innovation/innovation-programs/jlabs/
[v] https://johnsonandjohnson.gcs-web.com/static-files/690e9ae2-2874-41f2-b278-1e95d902ae4b
[vi] http://zeroto510.com/
[vii] https://www.selectusa.gov/medical-technology-industry-united-states
[viii] https://www.cdc.gov/dhdsp/data_statistics/fact_sheets/fs_heart_failure.htm
[ix] https://www.emoryhealthcare.org/heart-vascular/wellness/heart-failure-statistics.html
[x] https://www.researchandmarkets.com/research/cjfd52/implantable?w=5
[xi] https://www.transparencymarketresearch.com/pressrelease/wearable-medical-devices.htm
[xii] https://www.futuremedicine.com/doi/full/10.2217/pme-2018-0044
[xiii] https://rockhealth.com/reports/beyond-wellness-for-the-healthy-digital-health-consumer-adoption-2018/
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[xv] https://mercercapital.com/article/five-trends-to-watch-in-the-medical-device-industry/
[xvi] https://mercercapital.com/article/five-trends-to-watch-in-the-medical-device-industry/
[xvii] PitchBook Data, Inc.; Downloaded on March 7, 2019
[xviii] https://www.abbott.com/consumer/cardiovascular.html
[xix] https://www.cardiovascular.abbott/us/en/patients/living-with-your-device/heart-failure/pulmonary-pressure-artery-monitoring/cardiomems-hf-system/ht-tab/overview.html
[xx] https://www.sec.gov/Archives/edgar/data/1800/000104746919000624/a2237733z10-k.htm
[xxi] http://investorrelations.medtronic.com/static-files/da4767cb-a6c9-4716-801e-48a0a3155e1f
[xxii] http://investorrelations.medtronic.com/static-files/da4767cb-a6c9-4716-801e-48a0a3155e1f
[xxiii] https://sensible-medical.com/company-profile-management/
[xxiv] https://www.prnewswire.com/il/news-releases/sensible-medical-innovations-licenses-reds-technology-to-bayer-300857490.html
[xxv] https://www.massdevice.com/boston-scientific-leads-20m-financing-round-sensible-medical/
[xxvi] http://rethinkmedical.com/hf/#/
[xxvii] https://www.prnewswire.com/news-releases/rethink-medical-inc-raises-3m-series-a-funding-led-by-emergent-medical-partners-300448428.html
[xxviii] https://www.ncbi.nlm.nih.gov/myncbi/browse/collection/41993788/?sort=date&direction=descending

EXHIBIT C

Subscription Agreement

Subscription Agreement

THE SECURITIESARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.
THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

Oracle Health Inc.
910 Woodbridge Ct, Safety Harbor, FL 34695

Ladies and Gentlemen:

The undersigned understands that Oracle Health Inc., a Corporation organized under the laws of Florida (the "Company"), is offering up to $1,070,000.00 of Crowd Notes (the "Securities") in a Regulation CF Offering. This Offering is made pursuant to the Form C/A, dated February 27, 2020 (the "Form C/A"). The undersigned further understands that the Offering is being made pursuant to Section 4(a)(6) of the Securities Act and Regulation CF under the JOBS Act of 2012 and without registration of the Securities under the Securities Act of 1933, as amended (the "Securities Act").

1. Subscription. Subject to the terms and conditions hereof and the provisions of the Form C/A, the undersigned hereby irrevocably subscribes for the Securities set forth on the signature page hereto for the aggregate purchase price set forth on the signature page hereto, which is payable as described in Section 4 hereof. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the "Subscription Agreement").

2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers.

3. The Closing. The closing of the purchase and sale of the Securities (the "Closing") shall take place at 11:59 p.m. Pacific Standard Time on March 23, 2020, or at such other time and place as the Company may designate by notice to the undersigned.

4. Payment for Securities. Payment for the Securities shall be received by Evolve Bank & Trust Co. (the "Escrow Agent") from the undersigned of immediately available funds or other means approved by the Company at least two days prior to the Closing, in the amount as set forth on the signature page hereto. Upon the Closing, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the entry of the number of the Securities owned by undersigned reflected on the books and records of the Company, which shall bear a notation that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

a) The Company is duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

b) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable, and will conform in all material respects to the description thereof set forth in the Form C/A.

c) The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "State Securities Laws").

d) Assuming the accuracy of the undersigned's representations and warranties set forth in Section 6 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation CF promulgated under the Securities Act, or under any applicable State Securities Laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

6. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

a) General.

i. The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

ii. The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

iii. The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

iv. Including the amount set forth on the signature page hereto, in the past twelve (12) month period, the undersigned has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation CF.

b) Information Concerning the Company.

i. The undersigned has received a copy of the Form C/A. With respect to information provided by the Company, the undersigned has relied solely on the information contained in the Form C/A to make the decision to purchase the Securities.

ii. The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C/A and in this Subscription Agreement. The undersigned represents that it is able to bear any and all loss associated with an investment in the Securities.

iii. The undersigned confirms that it is not relying and will not rely on any communication (written or oral) of the Company, MicroVenture Marketplace Inc., or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C/A or otherwise by the Company, MicroVenture Marketplace Inc. or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, MicroVenture Marketplace Inc. nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company, MicroVenture Marketplace Inc. nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority or suitability to invest in the Securities.

iv. The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C/A. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

v. The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

vi. The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Securities, without interest thereon, to the undersigned.

vii. The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

c) No Guaranty.

The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) an of investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

d) Status of Undersigned.

The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

e) Restrictions on Transfer or Sale of Securities.

i. The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying

upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

ii. The undersigned understands that the Securities are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "Commission") provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Rule 501 of Regulation CF, after which certain state restrictions may apply. The undersigned understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act. Even when the Securities become freely transferrable, a secondary market in the Securities may not develop. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.

iii. The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to Rule 501 of Regulation CF.

7. Conditions to Obligations of the Undersigned and the Company. The obligations of the undersigned to purchase and pay for the Securities specified on the signature page hereto and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

8. Obligations Irrevocable. Following the Closing, the obligations of the undersigned shall be irrevocable.

9. Legend. The certificates, book entry or other form of notation representing the Securities sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Securities were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation CF.

10. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

12. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

13. Dispute Resolution.

a) General Rule.

Any dispute under this Subscription Agreement will be resolved through arbitration, not through the court system. All arbitration will be conducted in Wilmington, Delaware unless both parties agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in following the rules of the American Arbitration Association. Except as required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

b) Appeal of Award.

Within thirty days of a final award by the single arbitrator, either party may appeal the award for reconsideration by a three-arbitrator panel. If there is an appeal, the other party may cross-appeal within

thirty days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.

c) Effect of Award.

Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.

d) No Class Action Claims.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, and arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.

14. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

15. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

16. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
Oracle Health Inc.
910 Woodbridge Ct, Safety Harbor, FL 34695

17. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or email to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:	910 Woodbridge Ct Safety Harbor, FL 34695 Attention: Jaeson Bang
with a copy to:	BEVILACQUA PLLC 1050 Connecticut Aveneu, NW Suite 500 Washington, D.C. 20036 Attention: Louis A. Bevilacqua, Esq.
If to the Purchaser:	[PURCHASER ADDRESS] [E-MAIL ADDRESS]

18. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C/A which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

20. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

21. Severability. If any term or provision of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this [DAY] OF [MONTH], [YEAR].

PURCHASER (if an individual):
By_____ Name:

PURCHASER (if an entity):
_____ Legal Name of Entity By_____ Name: Title:

State/Country of Domicile or Formation: _____

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to [amount of Securities to be acquired by Purchaser] for [total amount to be paid by Purchaser].

Oracle Health, Inc.
By_____ Name: Title:

EXHIBIT D

Crowd Note

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE ACT. FOR ONE YEAR FROM THE DATE OF THIS INSTRUMENT, SECURITIES SOLD IN RELIANCE ON REGULATION CROWDFUNDING UNDER THE ACT MAY ONLY BE TRANSFERRED TO THE COMPANY, TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D UNDER THE ACT, AS PART OF AN OFFERING REGISTERED UNDER THE SECURITIES ACT WITH THE SEC, OR TO A MEMBER OF INVESTOR'S FAMILY OR THE EQUIVALENT, TO A TRUST CONTROLLED BY THE INVESTOR, TO A TRUST CREATED FOR THE BENEFIT OF A MEMBER OF THE FAMILY OF THE INVESTOR OR EQUIVALENT, OR IN CONNECTION WITH THE DEATH OR DIVORCE OF THE INVESTOR OR OTHER SIMILAR CIRCUMSTANCE. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Oracle Health, Inc.

CROWD NOTE

FOR VALUE RECEIVED, Oracle Health, Inc. (the "**Company**"), hereby promises to pay to each investor (the "**Investor**") who is recorded in MicroVenture Marketplace Inc., (the "**Platform**") records as having subscribed to this security (the "**Crowd Note**") the principal sum of his/her subscription (the "**Purchase Price**") unless converted into equity securities pursuant to Section 2.

The "**Valuation Cap"** is $4 million or $5 million (See the Conversion Price Below)

The "**Discount**" is 20%.

The "**Offering End Date**" is March 23, 2020.

1. Definitions.

a. "**Conversion Shares**" shall mean with respect to a conversion pursuant to Section 2, shares of the Company's Preferred Stock issued in the Qualified Equity Financing.

b. "**Conversion Price**" with respect to a conversion pursuant to Section 2 shall equal the lower of (A) the product of (1) one minus the Discount and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing.

i. Investors that purchase the first Twenty-Five Thousand (25,000) Crowd Notes and thereby fund the first Twenty-Five Thousand Dollars ($25,000) will receive Crowd Notes with a conversion provision based on a $4 million valuation cap instead of a $5 million valuation cap. That means, in connection with equity financing of at least $1,000,000, the Company has the option to convert the Crowd Note into non-voting preferred shares (Conversion Shares) at a price based on the lower of a (A) a 20% discount to the price per share paid for Preferred Stock by investors in the Qualified Equity Financing or (B) the price per share based on a $4 million valuation cap [instead of $5 million].

ii. The lower of (A) the product of (1) one minus 20% and (2) the price paid per share for Preferred Stock by the investors in the Qualified Equity Financing or (B) the quotient resulting from dividing (1) the Valuation Cap by (2) the Fully-Diluted Capitalization immediately prior to the closing of the Qualified Equity Financing.

c. "**Corporate Transaction**" shall mean:

i. the closing of the sale, transfer or other disposition of all or substantially all of the Company's assets,

ii. the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity),

iii. the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity), or

iv. the IPO, liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction.

d. "**Corporate Transaction Payment**" shall mean an amount equal to two times (2X) the Purchase Price. If there are not enough funds to pay the Investors in full, then proceeds from the respective transaction will be distributed with equal priority and pro rata among Investors in proportion to their Purchase Price.

e. **"Date of Issuance"** shall mean the date upon which the Investor subscription is recorded in the Platform's records as having been accepted by the Company at the date of closing.

f. "**Fully-Diluted Capitalization**" shall mean the number of shares of outstanding Common Stock of the Company on a fully-diluted basis, including (i) conversion or exercise of all securities convertible into or exercisable for Common Stock, (ii) exercise of all outstanding options and warrants to purchase Common Stock and, in the case of Section 1(b), (iii) the shares reserved or authorized for issuance under the Company's existing stock option plan or any stock option plan created or increased in connection with such transaction; but excluding, for this purpose, the conversion contemplated by the applicable provision of Section 2.

g. **"Irrevocable Proxy"** shall mean the agreement appointing the Platform or an affiliate of the Platform as the sole and exclusive attorney and proxy of the Investor, with full power of substitution and re-substitution, to vote and exercise all voting and related rights with respect to all of the securities of the Company that now are or hereafter may be beneficially owned by Investor.

h. **"Major Investor"** shall mean any Investor in a Crowd Note in which the Purchase Price is equal to or greater than $25,000.

i. **"Maximum Raise Amount"** shall mean $1,070,000 under Regulation CF.

j. **"Outstanding Principal"** shall mean the total of the Purchase Price.

k. "**Qualified Equity Financing**" shall mean the first sale (or series of related sales) by the Company of its Preferred Stock following the Date of Issuance from which the Company receives gross proceeds of not less than $1,000,000 (excluding the aggregate amount of securities converted into Preferred Stock in connection with such sale or series of related sales).

l. "**Shadow Series**" shall mean shares of a series of the Company's Preferred Stock that is identical in all respects to the shares of Preferred Stock issued in the Qualified Equity Financing (e.g., if the Company sells Series A Preferred Stock in the Qualified Equity Financing, the Shadow Series would be Series A-1 Preferred Stock), except that the liquidation preference per share of the Shadow Series shall equal the Conversion Price (as determined pursuant to Section 2) and the following additional differences:

   i. Shadow Series shareholders shall grant their vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company (except for on matters required by law) by Irrevocable Proxy;

   ii. Shadow Series shareholders shall receive quarterly business updates from the company through the Platform but will have no additional information or inspection rights (except with respect to such rights which are required by law).

m. "**Target CF Minimum**" shall mean $25,000 raised via Regulation CF.

2. Conversion of the Crowd Note.

1. **Qualified Equity Financing.** Upon the occurrence of a Qualified Equity Financing the Crowd Note will convert into Conversion Shares pursuant to the following:

   a. If the Investor <u>is not</u> a Major Investor, the Crowd Note will convert into Conversion Shares upon the earlier of (i) the Company's election or (ii) a Corporate Transaction.

   b. If the Investor <u>is</u> a Major Investor, the Company will convert the Crowd Note into Conversion Shares prior to the closing of the Qualified Equity Financing.

2. **Conversion Mechanics.** Company shall convert the Crowd Note into Conversion Shares equal to the quotient obtained by dividing the Outstanding Principal by the Conversion Price.

   a. The issuance of Conversion Shares pursuant to the conversion of this Crowd Note shall be upon and subject to the same terms and conditions applicable to the stock sold in the Qualified Equity Financing; <u>provided, however</u>, that if the Investor <u>is not</u> a Major Investor, the Investor shall receive shares of a Shadow Series with certain limited rights.

3. **Corporate Transaction**. In the event of a Corporate Transaction, the Company shall notify the Investor in writing of the terms of the Corporate Transaction.

   a. If the Corporate Transaction occurs prior to a Qualified Equity Financing, the Investor shall receive the higher value received by either:

      i. Converting this Crowd Note into that number of Conversion Shares equal to the quotient obtained by dividing the Purchase Price by the Conversion Price, or

      ii. Obtaining the Corporate Transaction Payment.

b. If the Corporate Transaction occurs after a Qualified Equity Financing the Company shall convert this Crowd Note into Conversion Shares pursuant to Section 2 (a).

4. **Mechanics of Conversion**. As promptly as practicable after the conversion of this Crowd Note, the Company at its expense will issue and deliver to the Investor, upon surrender of this Crowd Note, the respective number of Conversion Shares.

5. **Note Completion**. This Crowd Note will terminate upon the earlier of: (a) a conversion of the entire Purchase Price under this Crowd Note into Conversion Shares; or (b) the payment of amounts due to the Investor pursuant to Section 3 (a).

3. **Representations and Warranties of the Company**. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Investor that:

1. **Organization, Good Standing and Qualification**. The Company is a corporation duly organized, validly existing, and in good standing and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

2. **Authorization**. Except for the authorization and issuance of the Conversion Shares issuable in connection with a Qualified Equity Financing or a Corporate Transaction, all corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Crowd Note. The Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of this Crowd Note the valid and enforceable obligations they purport to be, and this Crowd Note, when executed and delivered by the Company, shall constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

3. **Offering**. Subject in part to the truth and accuracy of the Investor's representations set forth herein, the offer, sale and issuance of this Crowd Note are exempt from the registration requirements of any applicable state and federal securities laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

4. **Compliance with Other Instruments**. The execution, delivery and performance of this Crowd Note, and the consummation of the transactions contemplated hereby, will not constitute or result in a default, violation, conflict or breach in any material respect of any provision of the Company's current Certificate of Incorporation or bylaws, or in any material respect of any instrument, judgment, order, writ, decree, privacy policy or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Company.

5. **Valid Issuance of Stock**. The Conversion Shares, when issued, sold and delivered upon conversion of this Crowd Note, will be duly authorized and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer set forth herein and pursuant to applicable state and federal securities laws and, based in part upon the representations and warranties of the Investor herein, will be issued in compliance with all applicable federal and state securities laws.

6. **Intellectual Property**. To its knowledge, the Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes as are necessary to the

conduct of its business as now conducted and as presently proposed to be conducted without any known conflict with, or infringement of, the rights of others. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.

7. **Litigation**. To the Company's knowledge, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or threatened against the Company or any of its properties or any of its officers or managers (in their capacities as such). There is no judgment, decree or order against the Company, or, to the knowledge of the Company, any of its directors or managers (in their capacities as such), that could prevent, enjoin, or materially alter or delay any of the transactions contemplated by this Crowd Note, or that could reasonably be expected to have a material adverse effect on the Company.

4. **Representations and Warranties of the Investor**. In connection with the transactions provided for herein, the Investor hereby represents and warrants to the Company that:

1. **Authorization**. This Crowd Note constitutes Investor's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2. **Purchase Entirely for Own Account**. Investor acknowledges that this Crowd Note is issued to Investor in reliance upon Investor's representation to the Company that the Crowd Note will be acquired for investment for Investor's own account.

3. **Required Information**. The Investor acknowledges they have received all the information necessary or appropriate for deciding whether to invest in this Crowd Note, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information provided.

4. **Reliance on Advice**. The Investor acknowledges that they are not relying on the advice or recommendations of the Company or MicroVenture Marketplace Inc., or the affiliates of either, and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate.

5. **Federal or State Agencies**. The Investor acknowledges that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

6. **Voting and Inspection Rights**. The Investor acknowledges that if they <u>are not</u> a Major Investor they shall have limited voting, information and inspection rights.

7. **No Public Market**. The Investor acknowledges that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

5. **Miscellaneous**.

1. **Security.** This Crowd Note is a general unsecured obligation of the Company.

2. The Investor agrees to take any and all actions determined in good faith by the Company's board of directors to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd Notes.

3. **Successors and Assigns**. The terms and conditions of this Crowd Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that the Company may not assign its obligations under this Crowd Note without the prior written consent of the Investor.

4. **Governing Law**. This Crowd Note shall be governed by and construed under the laws of Delaware as applied to other instruments made by Delaware residents to be performed entirely within the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

5. **Notices**. All notices and other communications given or made pursuant to this Crowd Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

6. **Financing Agreements**. The Investor understands and agrees that the conversion of the Crowd Note into Conversion Shares may require the Investor's execution of certain agreements relating to the purchase and sale of such securities as well as registration, co sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities. The Investor agrees to execute all such agreements in connection with the conversion so long as the issuance of Conversion Shares issued pursuant to the conversion of this Crowd Note are subject to the same terms and conditions applicable to the Preferred Stock sold in the Qualified Equity Financing (or the Shadow Series).

7. **Severability**. If one or more provisions of this Crowd Note are held to be unenforceable under applicable law, such provision shall be excluded from this Crowd Note and the balance of the Crowd Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8. **Transfer of a Crowd Note**. Subject to compliance with applicable federal and state securities laws (including the restrictions described in the legends to this Crowd Note), this Crowd Note and all rights hereunder are transferable in whole or in part by the Investor to any person or entity upon written notice to the Company.

9. **Escrow Procedures**. No investor funds shall be released from escrow until the Target CF Minimum is reached. The Target CF Minimum must be met on or before the Offering Date for funds to be released from escrow.

10. **Entire Agreement; Amendments and Waivers**. This Crowd Note constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. The Company's agreements with each Investor are separate agreements, and the sales of the Crowd Notes to each Investor are separate sales.

6. **Dispute Resolution**.

    1. **General Rule.** Any dispute under this Crowd Note will be resolved through arbitration, not through the court system. All arbitration will be conducted in Wilmington, Delaware unless both parties agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in following the rules of the American Arbitration Association. Except as required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

    2. **Appeal of Award.** Within thirty days of a final award by the single arbitrator, either party may appeal the award for reconsideration by a three-arbitrator panel. If there is an appeal, the other party may cross-appeal within thirty days after notice of the appeal. The panel will reconsider all aspects of the initial award that are appealed, including related findings of fact.

    3. **Effect of Award.** Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act, and may be entered as a judgment in any court of competent jurisdiction.

    4. **No Class Action Claims.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party, or (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph, and any attempt to do so, whether by rule, policy, and arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph shall be determined exclusively by a court and not by the administrator or any arbitrator. If this paragraph shall be deemed unenforceable, then any proceeding in the nature of a class action shall be handled in court, not in arbitration.

7. **Approval**. The Company hereby represents that its Board of Directors, in the exercise of its fiduciary duty, has approved the Company's execution of this Crowd Note based upon a reasonable belief that the Purchase Price provided hereunder is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation. In addition, the Company hereby represents that it intends to use the proceeds primarily for the operations of its business, and not for any personal, family or household purpose.

8. **Subscription Procedure**. Each Investor, by providing his or her name, and subscription amount, confirms such investment through the Platform and has signed this Crowd Note electronically. Investor agrees that his or her electronic signature is the legal equivalent of his or her manual signature on this Crowd Note. By confirming, the Investor consents to be legally bound by the Crowd Note's terms and conditions, and to the terms and conditions of subscription established by the Platform. All Investors will be processed via Regulation CF. Investments may be accepted up to the Maximum Raise Amount up until the Offering End Date.

EXHIBIT E

Pitch Deck


ORACLE HEALTH

Legal Notice

Any statements contained in this document regarding us, our expectations, beliefs, plans, objectives, assumptions, or future events or performance are not historical facts and are forward-looking statements. Investors are cautioned that these forward-looking statements involve uncertainties and risks that could cause actual performance and results of operations to differ materially from those anticipated. The forward-looking statements contained herein represent our judgment as of the date of publication of this document, and we caution you not to place undue reliance on such statements. We are a startup business and, as such, certain images contained in this document are for illustration purposes only. Our company, our management, and our affiliates assume no obligation to update any forward-looking statements to reflect events are the initial publication of this document or to reflect the occurrence of subsequent events.

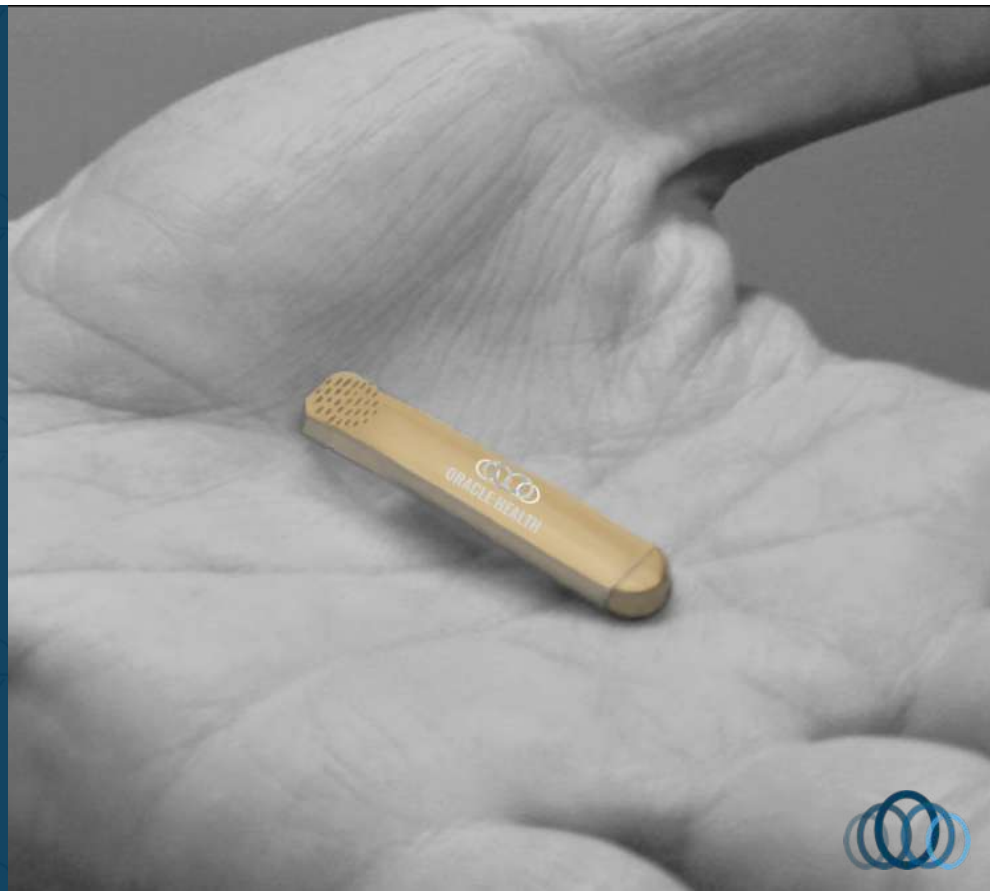
Please see the end of this presentation for important risk disclosure information.

PURPOSE

Oracle Health is developing an Insertable Cardiac Monitor (ICM) for heart failure patients.

This ICM will monitor heart failure progression by analyzing trending changes in heart sounds and heart rhythms (ECG) with a cloud-based pattern recognition (machine learning) algorithm.

Positioning between wearable solutions and invasive procedures, the ICM is designed to be long-term solution with a minimally invasive insertion approach.



CURRENT SITUATION

5.7M Heart Failure Patients in U.S.[1]

- Wearable monitors suffer from accuracy issues.[2]
- Invasive heart procedure can be psychologically distressing for patients.[3]

Sources:
1. Centers for Disease Control and Prevention, 2019
2. Medical XPress
3. Research and Markets

1 Million
Hospitalizations for Heart Failure[1]

When chronic heart failure patients are feeling unwell…

They go to the ER because of the challenges of remote care[2]

$30.7 Billion
Cost[3]

Heart failures costs the U.S. a significant sum in heath care services, medications, and missed days of work

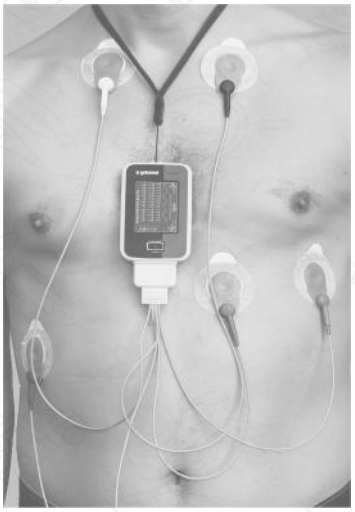
Sources:

1. Circulation Heart Failure Journal
2. Heart Insight
3. Centers for Disease Control and Prevention, 2019

PROBLEM

Wearable Heart Monitors

- Can be inaccurate[1]
- Regulations in flux[2]
- Usable for only a short period of time



Not Detailed

Incomplete

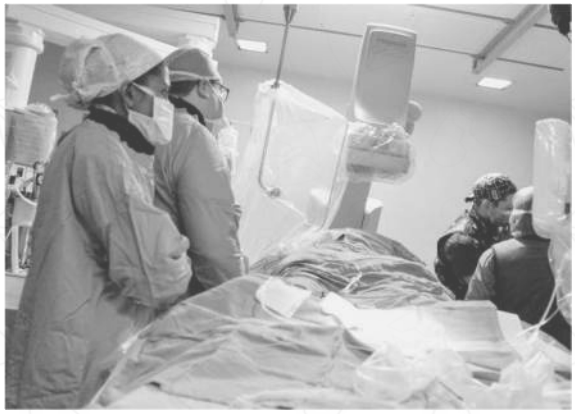
Temporary

Sources:
1. Medical Xpress
2. The Verdict Medical Devices
3. Wearable Technologies

PROBLEM

Invasive Heart Procedures

- Expensive[1]
- Can be unnecessary and premature[2]
- Big accessories and large remote monitoring systems post-op



Invasive Procedure

Big Accessories

Sources:
1. Very Well Health
2. Star Tribune
3. Research and Markets

OUR SOLUTION

- This tiny subcutaneous (SQ) insertable monitor will be placed just under the skin and will listen to the heart sounds and record ECG **continuously** for three years and is designed to check for **trending changes** in heart performance using a cloud-based machine learning algorithm.
- Added features will include accelerometer and fluid impedance measurement.

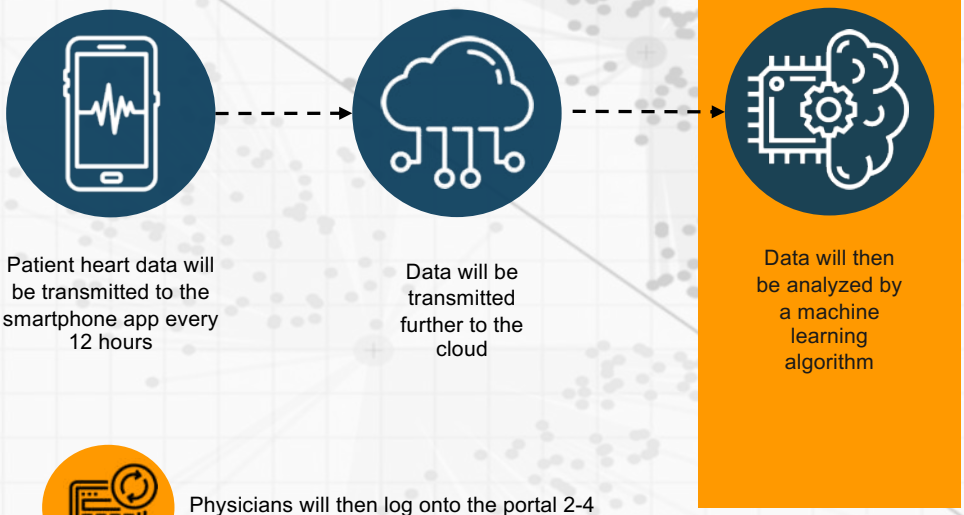
Acoustic Sensor
To listen to heart sounds

ECG
To record heart rhythms

Machine Learning
To analyze trending heart performance

OUR FUTURE VALUE PROPOSITION

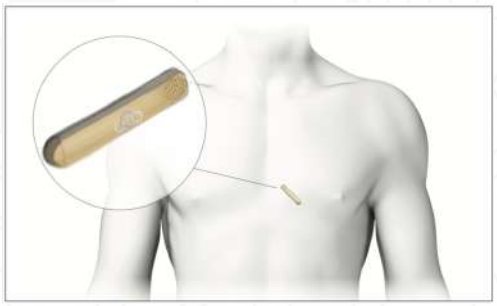
- Value in the data
- Pattern recognition using Machine Learning
- Long-term trending changes in heart performance will be analyzed by a machine learning algorithm.
- This will provide accurate and actionable information to monitor heart failure status.



VALUE PROPOSITION

- A two-minute office procedure.
- **Anticipated to be A Class II, 510K** device
- Many cardiologists already know how to implant this type of device, with no additional training required.

FDA
510(k)



Physician numbs small region.

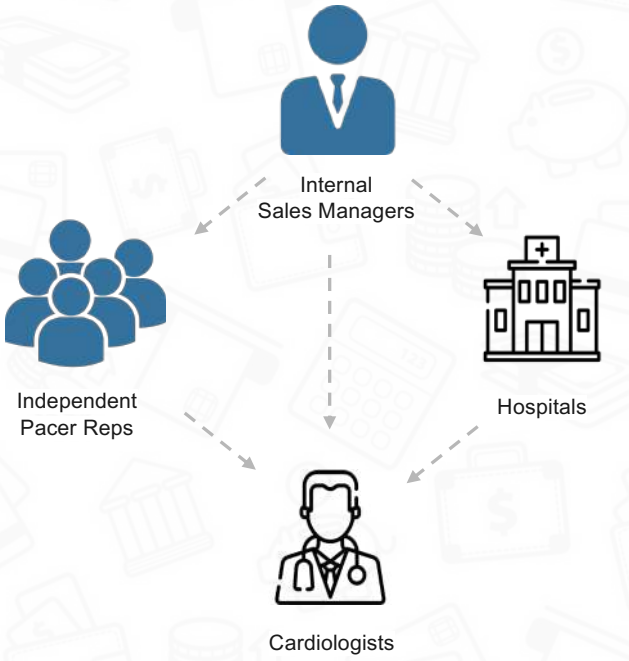
Makes a 1/4-inch incision and inserts the device under the skin.

Covers it up with a special sterile bandage.

GO TO MARKET

HYBRID SALES MODEL

- Internal sales managers aim to open high volume hospital accounts and sign-up implanting cardiologists, as well as manage independent pacer reps.



PRICING

- Velentium Engineering will design the specs/chips.

VELENTIUM

- Robust and affordable off-the-shelf chips and battery solutions.

Cost to Manufacture

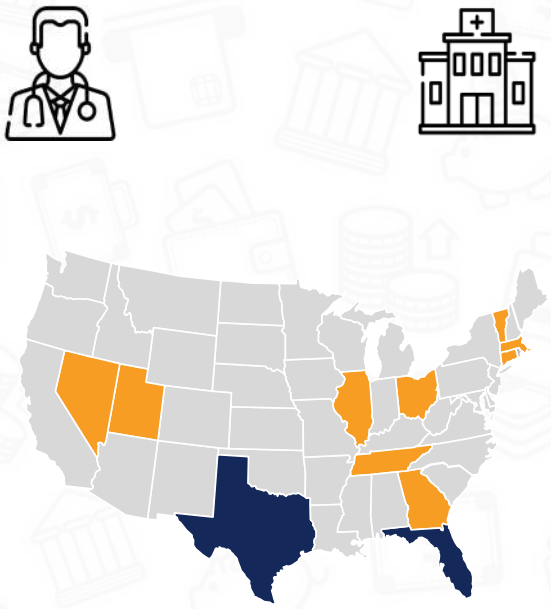
$1,000

Unit Retail Price

$5,300

BUSINESS MODEL

- Initially, focus on cardiologists in Tennessee, Texas, and Florida due to pre-existing relationships in those states
- Expand to more cardiologists nationally thereafter



ACCEPTED TO

JLABS @ TMC
in Houston, TX

Johnson & Johnson INNOVATION | JLABS
JLABS @ TMC

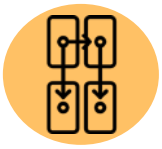
PROGRESS

OUR ROADMAP

- Small device for a simple, under the skin procedure in outpatient settings, such as a physician's office.
- Record and transmit heart sounds and heart rhythms to a smartphone, then to a cloud-based computing service for trending analysis for accurate and timely reporting to clinicians.
- Follow an established care delivery path with existing reimbursement.

ZeroTo510
Medical Device Accelerator

May 2019
510K Regulatory &
Reimbursement
Identified



June 2019
Prototype Built
9V Size
Wireless stream

July 2019
Provisional Patent filed
Patent search
Proof of concept
Testing

Aug 2019
Human and Animal
Clinical Trial Design

Nov 2019
Animal Lab Testing
Data Analysis
JLABS at TMC

PROGRESS CONT'D

OUR ROADMAP

Q1 2020
Human Pilot Testing
Animal Lab Testing
Publish Data

Q2 2020
Apply for NIH Grant
Patent Protection
Road Shows

Q3 2020
Start Hardware and
Software Spec.
Add Engineer

TEAM

ORACLE HEALTH TEAM AND ADVISORS

Jae Bang
CEO & Founder

10+ Years of heart failure clinical & business experience

ebr SYSTEMS
CVRx Medicine ReEnvisioned
Medtronic
Northwestern Kellogg School of Management

Jim Georgakopoulos PhD

20 Years of heart failure science & startup experience

CVRx Medicine ReEnvisioned
Johns Hopkins University

Randy Armstrong

30 Years of medical device development experience

Velentium
Boston Scientific
Duke University

ORACLE HEALTH TEAM AND ADVISORS CONT'D

Dr. Kevin Heist MD. PhD

Associate Professor
Harvard Medical School

Dr. Toshi Okabe MD

Cardiac Electrophysiologist
Ohio State University

Prof. Frits Prinzen PhD

Cardiac Hemodynamics and Heart Failure Professor

Maastricht University

Dr. David Kraus MD

Heart Failure Cardiologist

Stern Cardiovascular
The University of Tennessee Health Science Center

MISSION

We aim to develop a long-term monitoring solution for heart failure patients to prevent and reduce heart failure hospitalization.

We aim to make an everlasting impact on heart failure and our health care system.


ORACLE HEALTH
Thank you!

Risk Disclosures

Investment Risk

An investment in the company is speculative, and as such is not suitable for anyone without a high tolerance for risk and a low need for liquidity. You should invest only if you are able to bear the risk of losing your entire investment. There can be no assurance that that investors will receive any return of capital or profit. Investors should have the financial ability and willingness to accept the risks (including, among other things, the risk of loss of their entire investment and the risks of lack of liquidity) that are characteristic of private placement investments. There will be no public market for the securities being offered, applicable securities laws will restrict any transfer of the securities, and the securities will not be transferable without the company's consent.

The information provided herein is not intended to be, nor should it be construed or used as, investment, tax or legal advice, a recommendation to purchase, or an offer to sell securities of the company. You should rely on the offering statement and documents attached as exhibits to the offering statement when making any investment decision. An investment in the company is not suitable for all investors.

Risk Disclosures

Company Risk

The company's industry is highly competitive, and the company may not be able to compete effectively against the other businesses in its industry. The company is subject to a number of significant risks that could result in a reduction in its value and the value of the company securities, potentially including, but not limited to:

- Rapidly changing consumer preferences and market trends,
- Inability to expand and maintain market acceptance for the company's services and products,
- Inability to gain access to international markets and comply with all applicable local laws and regulations,
- Inability to achieve management's projections for growth, to maintain or increase historical rates of growth, to achieve growth based on past or current trends, or to effectively manage rapid growth,
- Inability to develop, maintain and expand successful marketing relationships, affiliations, joint ventures and partnerships that may be needed to continue and accelerate the company's growth and market penetration,
- Inability to keep pace with rapid industry, technological and market changes that could affect the company's services, products and business,
- Technological problems, including potentially widespread outages and disruptions in Internet and mobile commerce,
- Potential costs and business disruption that may result if the company's customers complain or assert claims regarding the company's technology,
- Failure to adequately address data security and privacy concerns in compliance with U.S. and international laws, rules and policies,
- Performance issues arising from infrastructure changes, human or software errors, website or third-party hosting disruptions, network disruptions or capacity constraints due to a number of potential causes including technical failures, cyber-attacks, security vulnerabilities, natural disasters or fraud,

Risk Disclosures

Company Risk (cont'd)

- Inability to adequately secure and protect intellectual property rights,
- Potential claims and litigation against the company for infringement of intellectual property rights and other alleged violations of law,
- Difficulties in complying with applicable laws and regulations, and potential costs and business disruption if the company becomes subject to claims and litigation for legal non-compliance,
- Changes in laws and regulations materially affecting the company's business,
- Liability risks and labor costs and requirements that may jeopardize the company's business,
- Dependence on and inability to hire or retain key members of management and a qualified workforce,
- Ongoing need for substantial additional capital to support operations, to finance expansion and/or to maintain competitive position,
- Issuance of additional company equity securities at prices dilutive to existing equity holders,
- Potential significant and unexpected declines in the value of company equity securities, including prior to, during, and after an initial public offering, and
- Inability of the company to complete an initial public offering of its securities, merger, buyout or other liquidity event.

EXHIBIT F

Video Transcript

Hi, my name's Jae Bang with Oracle Health.

And we are a dedicated team of Cardiologists, Engineers and Scientists with over 120 years of combined expertise in heart failure.

According to the American Heart Association, an estimated 5.7 million Americans have Heart Failure. A 2014 study found that heart failure was the primary cause of 1.1 million emergency room visits and 1 million hospitalizations. It's estimated the disease costs the US $30.7 billion each year in healthcare services, medications, and missed days of work.

Heart Failure can lead to the heart not pumping well, and subsequent fluid slowly accumulating in the lungs. If not monitored and prevented, this can lead to sudden and severe breathing problems.

We, at Oracle Health believe that ECG and listening to heart sounds are two of the best ways to monitor heart failure, but the problem is how do you do this continuously for long term chronic patients?

So, we are developing an insertable device that is placed just under the skin that will record ECG and heart sounds for three years straight. We anticipate that inserting the device will involve a simple, two-minute office procedure.

Our device will have an Acoustic Sensor for Heart Sounds paired through a low energy, Bluetooth connection to keep track of your heart's performance.

All that data will be encrypted, sent to the phone, and paired with our cloud-based machine learning. So, basically we'll be able to check heart performance from today to yesterday to last week to last month, to conduct a comprehensive trending analysis.

Our design aims to make monitoring heart failure and omprehension of heart data easier than what's currently available on the market. With your help we can make a meaningful impact on our patients' lives and our health care system that serves them.

Thank you.

EXHIBIT G

Webinar Transcript

Brett: Everybody. This is Brett Andrews with MicroVentures. Thank you all for joining us for the webinar today. Today we'll be hearing from Oracle Health, the company designing insertable cardiac monitors. We are joined today by the founder and CEO, Jaeson Bang. Jaeson founded Oracle Health in May 2019 after nearly four years at EBR Systems, a Silicon Valley-based medical technology start-up. While at EBR, Jae worked cross-functionally with the CTO and R&D engineers on device development, as well as leading a national team of therapy development managers and field clinician engineers. Prior to that, he spent time consulting the business and clinical operations team at Keystone Heart, a venture-backed Israeli medical technology company.

Brett: Throughout his career, Jae has worked at start-ups that operate at the intersection of medicine, technology, and business. These companies have been funded by investors like Johnson & Johnson and New Enterprise Associates. Jae graduated from the Northwestern University, Kellogg School of Management with his Executive MBA in 2015, and from UCLA in 2004 with a degree in Biology. How are you doing today, Jae?

Jaeson: I'm doing good. How are you?

Brett: Great, thanks. Thanks for joining us. So real quick before we get started, just to give everybody the ground rules and the format for today. Hopefully you can see Jae's screen upon your screen, we're doing a screen share. He's going to spend about 10, 15 minutes going through his investor presentation, and during that time, we encourage you to send in questions. If you go over to your GoToWebinar control panel, you should see a tab titled Questions, and you can click in there and submit them. Feel free to ask questions during Jae's presentation. They will only go to me; I will be moderating the questions. And so, when we get to the end of the presentation we will open it up for Q&A, and we'll go through any questions that have been submitted. And then any other anybody might have. So, with that, Jae, I'll let you take it away and introduce everyone to Oracle Health.

Jaeson: Thank you very much, Brett. I really appreciate this opportunity. And thank for all the potential investors to be on this call. Again, my name is Jae Bang. I've been in heart failure clinical technology and business operations for the past 15 years with Medtronic and various start-up companies. I really work in the field. I'm the guy who is working to develop the device with the engineers. So, as Brett mentioned, I play the role of intersection between the physicians, patients and engineers as well as the executive team. So, this is the one of the legal notices. And here we go.

Jaeson: So, we're developing a tiny insertable device that will be placed just under the skin, and there is a reason behind this. We're going to do this because it is a lot simpler than what's out there, and we can collect massively accurate data, and monitor heart failure patients. So right now, we have 5.7 million heart failure patients in the US. Heart failure is a condition where the heart doesn't pump well, so it's slightly different than a heart attack, or other types of cardiac disease.

Jaeson: This is an advanced stage of cardiac problem where the heart doesn't pump well, so the fluid is accumulating in the lungs. So effectively, you have difficulty breathing. So that's where the biggest problem comes in. So, these patients do not have a viable monitoring solution. So, they end up calling the physician, and of course the physician doesn't have a monitoring solution for them. So, they are most likely to be referred to an emergency room. And last year we had 1 million hospitalizations. At a cost of $30.7 billion. One of the highest healthcare expenditures that we have today.

Jaeson: So, this is one of the biggest problems we have. The wearables are very effective to a point. They're good for about 24 to 48 hours, but it's for acute situations. So, if you have a chronic disease like heart failure, you need more than a couple of days of monitoring. And also, the accuracies are questionable. And on top of that, the physician side, there's no reimbursement. So, it's very hard to provide a service for free. On the other hand, we've got invasive heart procedures, where a device is implanted directly inside the heart, or around the heart, and these are very accurate. However, they're expensive and very cumbersome. On top of that, you have to have some type of accessory at your best side or on your shoulder. So, it becomes a very cumbersome for our patients.

Jaeson: So, this is our solution. As I mentioned earlier, the device will be implanted just under the skin, and they will have an acoustic sensor that will listen to the heart sound. So almost like a digital stethoscope. And a traditional ECG or an EKG that measures the electrical activity of the heart. So, we've got the physical activity, the acoustic sensors, and electrical activity, the ECG. And all those data will be combined and going to machine learning analysis. So, machine learning sounds, and everybody is using this word, machine learning and artificial intelligence. But at the end of the day, machine learning is comparing one picture to another. And of course, it will be thousands and thousands of pictures, and it will check for subtle, subtle changes in each heart performance.

Jaeson: The device will communicate to a smart phone using something called Bluetooth Low Energy, very different than the Bluetooth we use for our headphones. A completely different technology. It's been around for about five, six, seven years. Already being used in medical devices. So, we'll use that, and the phone will do all the work by sending all the data up to the cloud. So, phone is working as a conduit to data transfer. A clinician will check on this data two to four times a week, which is the current standard of practice. Again, this is chronic patients so that is viable.

Jaeson: And the implant procedure is also a widely used. There're similar products already out there that you just numb a small region on the front of the chest area, make a quarter inch incision, slide the device in and put a special band aid over it. The benefit of this, is that there's no stitching involved. So, the patient doesn't have to come back to get one or two stitches taken out. So, it's a huge time savings for the patients as well as the physicians. And again, the importance of this value proposition is that this procedure already exists, and is widely used by implanting physicians right now.

Jaeson: So, go-to-market strategy of this is a very direct. Foot on the ground and knocking on doors. We are going to focus on opening the hospital accounts, and getting the physicians to adopt the device. And we also will have an independent sales rep that will work directly with the implanting physicians, or cardiologists, to sell the product. So, because of the price of the device, we do not need to go after hundreds of doctors. We just need to focus on certain regions like Florida and Texas.

Jaeson: The cost of manufacturing of this device is $1,000, which is very consistent with the current micro-pacemaker, or defibrillator, manufacturing. And it will be designed by a company called Velentium, they are a sub-contracting device designer for these types of devices. So, they don't do catheters, they don't do orthopedics, they only work on neuromodulations, pacemakers and defibrillator type of devices.

Jaeson: And we'll sell this device at a $5,300, which is also a competitive price to a similar device that's in the market. As I mentioned earlier, the business model is very straight. Coming from Medtronic background, Florida does more than the entire West coast, so we'll focus on Florida. Texas does more than entire Southern States, so we'll focus on Texas. And this way we'll efficiently operate the business, and focus on where the high volume centers are. And also, the physicians.

Jaeson: I'm one of the youngest members to be a part of the Johnson & Johnson's JLABS at Texas Medical Center in Houston. This is an incubator. J&J does not provide financial support, but they provide logistic support, so they have investors, scientists, engineers, and physicians that are always part of this, and we can tap into that resource.

Jaeson: This is a bit dated, but the progress so far. We did a 510(k) reimbursement and regulatory assessment. So, this allows me to confirm... It confirms what we already knew. We also built a small prototype device, a nine volt battery size, certainly too big for a human implant, but good enough for an under skin test. So, we're conducting that as we speak. We concluded the animal testing, and we have several patients in the preclinical testing, where we're testing it on the skin. Not inside, but on the skin. And also, provisional patents have been filed. We're working on the patent assessment, as well as the freedom to operate. And with the... Oh, so this is the other part of it. So, with the human testing already started, we are analyzing the data. And with that funding we also going to apply for NIH grant of phase one, which is non-diluting $125,000. No guarantees that we can get that money, but it's definitely worth the effort, and start the hardware and software specs. So, this will allow us to build the foundation of the device and go into the development.

Jaeson: And this is the team. I've been in heart failure for over 15 years. And Jim has been one of my colleagues, and he was part of a public company as well as a start-up company. Randy is CTO at Velentium, and he's also part-time CTO for us. And on the clinical side, we have a Dr. Heist from Harvard, Dr. Covey from Ohio State, Professor Prinzen and Dr. Kraus from Stern Cardiology.

Jaeson: So again, the mission is, go after the gap. Lots of companies are going after the wearable versions, which are easy to use but with inaccurate and temporary solutions. And then there's an invasive procedure like CardioMEMS that are very accurate but expensive and very cumbersome. So, there's a huge gap in between these markets, and going with

the under the skin, subcutaneous, approach using a proven technology and proven reimbursement pathway. And thank you very much. If there's any other questions, feel free to ask. Thank you.

Brett: All right. Thank you, Jae. That was a super helpful, and expeditious. So, we had a couple of people join late. So, I want to remind everyone that if you do have questions, you can submit them through the Questions tab on your GoToWebinar control panel. We've already had some come in, and so we'll get started on answering these.

Brett: Had a couple of questions related to this, and I think it would be helpful for those of us who, and even for those of us who maybe don't have, the experience in the medical device space. And certainly, even for those who do, can you walk us through, you mentioned 510(k) clearance, you mentioned a couple of different animal trials... Or different types of trials that you're going through. Can you walk us through the regulatory pathway that you have to take for this device? How it's classified? And then a little more specific on where we are with that process.

Jaeson: Sure, sure. So, there is basically three types of a class. Class III, which is the most invasive and complex. So, think of pacemakers and defibrillators, those will be Class III. And Class II, where I belong, is called 510(k) Class II. These are diagnostic devices. So, a complex device will be an MRI machine, or an X-ray machine or our EKG machines. So, these all fall into a Class II, and I fall into that category. And the development time for Class II is usually... The regulatory process for a Class II is usually, some say six months for something really simple, like needles and gloves. But generally speaking, one to one and a half years. So, my devices live in more complex than that. So, we estimate this to be a two year regulatory process.

Brett: And that process started in May of last year, correct?

Jaeson: No, the process to identify it started last year, but actual process started actually in January of this year. So, this is where we do something called pre-submission meeting, and it will actually meet with the FDA to get a roadmap as to what we need to achieve to get the device to the market. So, that will be first step in getting the process.

Brett: Okay, got it. And then just on the trial side, is that a requirement from a regulatory standpoint? Are you guys doing that just to help with the sales process when you do get to market? Can you share a little bit more there?

Jaeson: Sure. So, the data is very valuable. First of all, it's not required, but we want to do it because the data is so important. So, measuring EKG on patients, it's been proven for many years. So, we can do that. But the heart sound, and something this level of fidelity, has not been done that we know of. So, having that as an extra arsenal to our tool will help us. It's actually called the preclinical testing, so it's on the skin. So, it, it does not interfere with patient therapy. So, we are able to do this in Europe, and we're also working on, on an acute setting in the US.

Brett: Got it. And then we had a couple of questions that are related to the other. One about IP and then one about the competitive landscape. So maybe you can tackle those almost together. So, first is the on the IP side. You've mentioned, and we're looking at this slide here that talks about a provisional patent that was filed. Talk a little bit about that process, what specifically you guys are going after protecting. And then how that relates to what else is out on the market.

Jaeson: Sure, sure. Absolutely. So, first step is to file a provisional patent that's basically giving us a... Draw the line saying this is where we started. The next stage in my world is to do a patent ability. So, we just completed that. That is an opinion of the patent expert to assess that we have a patent level device, compared to us out there. The next stage for us is to do something called freedom to operate. This just means that we are not infringing on other patents. And we also did a preliminary assessment of that, so we feel very confident we can do that. Matter of fact, we're pulling the trigger, doing a full assessment, freedom to operate assessment. After that, we'll start the, what we call non-provisional patent, and that will be starting late Q1, and we'll file that before May of this year. And obviously non-provisional patent is the full blown patent process to prevent others from using our technology. And non-provisional patent process usually takes about two years or so.

Jaeson: In going back to the competitive nature of the market, it is very competitive. So, companies like Medtronic would have several hundred patents on a pacemaker, and their competitors would circumvent that and create another patent for themselves and create basically a same device. And we've seen that in a high tech device like this, where the profit is very lucrative market. So, a lot of the companies would come up with their own patent and circumvent the competition. And so, it's important for us to do freedom to operate, to make sure we're not infringing on other patents, and also file for our own patents to secure our own technology.

Brett: And then to the extent that you can share some... Specifically, what about the product is the unique component? [inaudible 00:17:54]

Jaeson: Sure. So, let me show you right here. Here we go. So, the current patents of the devices are either ECG alone, or acoustic sense alone. So, they don't have any devices that have both features inside the device. So, we have that. And also, on top of that we have something called three axis accelerometer. So, this accelerometer just doesn't measure your activity. It also checks your posture. For heart failure patients, they tend to sleep sitting up. So, we can also measure that. So, this device has three main sensors inside. The acoustic sensor, ECG and the accelerometer. So, no other devices that are out there, that has that kind of patent in one embodiment. So, we have a strong patent ability in that aspect.

Brett: Got it. And then we had a question here, which I think was on the last slide that you had, but about insurance reimbursement and the process for that. Whether or not you need to be through full FDA approval before you can identify that, or whether or not that's already something you guys have identified.

Jaeson: Very good question. And matter of fact, that's probably one of the most important aspects of this operation. Being in this industry for over 15 years, you can have a great product. Without reimbursement you are in big trouble, because nobody can get paid for it. So, this device actually has a CPT code, the reimbursement code. So, a reimbursement for this is 33285, average reimbursement as of 2019 was $7,400. On this tag it says $6,300 in 2018, but 2019 is a $7,400.

Jaeson: So that was important for us to establish that even before we start the project, there's no point selling a product that nobody will buy, or nobody can afford to buy. So, the CPT code is already existing. So, we're going to pay you back off of that. We have to be FDA approved to sell the device. So those two elements are important. So that's why we did the assessment to make sure what we knew was truly a fact by an expert. So, we did an FDA assessment to make sure that our device falls into 510(k), which takes about a year and a half, two years to develop, get approved. And piggyback off of an existing CPT code of 33285, which is $7,400. Excellent question.

Brett: Yep. And we've got a product specific question here. Do you foresee any issues with this device interfering with pacemakers or stents?

Jaeson: Stents? No. The stents do not admit any electromagnetic properties. With pacemakers, there is a small possibility where a battery to battery interaction... Because there's some level of electrical activity that happens. We've seen probably 30- or 40,000 cases of this type of device in conjunction with a pacemaker, and we have not seen any interference yet. But within any type of battery power, or electrical devices, there is a small chance of interference, but we have not seen one.

Brett: Got it. Okay. And then moving to a different topic, which you did touch on, but just the recap. On the distribution model, what are you guys forecasting as far as split between third party resellers, and in-house sales folks. I guess talk a little bit more about the distribution model.

Jaeson: Sure. So, physicians do not get paid for this. It's the hospital that buys it, and the physician that implants it. Physician generates revenue by providing a professional service, but not from the device. So, the hospital would purchase it at $5,300, and they'll get the reimbursement from the insurance company at an average of $7,400. So, there's roughly $2,000 profit from the hospital perspective. And from an independent sales rep perspective, we're manufacturing for $1,000, and we suspect operation of this will be about a thousand. I'm just ballparking the number. And then give the commission to the sales reps themselves directly. So, we're looking at maybe five hundred to a thousand dollars per unit.

Brett: Got it.

Jaeson: So, the roughly $3,000 of entire services rendered, and as a company we would profit about $2,000 per unit.

Brett: This is a good segue into probably the last topic to cover here that we've got several questions that are coming in on. And so, I want to bring these up, and then also make people aware. There's, several questions about revenue and profitability forecast. What the revenue goal is in the next two to three years? What's the exit strategy? And just future projections in general. So, for everyone who's listening, unfortunately, due to the regulation of Reg CF, equity crowdfunding raises, we are prevented from sharing any forward looking statements regarding this.

Brett: But I think what would be helpful, Jae, is you already did walk through the unit pricing that you guys are looking at. Maybe talking a little bit about, based on this retail price, and the size of the market that's out there, you can give some

ballpark numbers that people can take back and do their own math on I guess is as it were. In terms of what the potential upside is for something like this.

Jaeson: Sure, sure. If you look at the arrhythmia, current arrhythmia, monitoring market for subcutaneous, under the skin, implant devices like this, it's ranging from $700 million to a billion dollar market today. So, we would like to emulate that level of market capture. Heart failure is much bigger than the arrhythmia market. Some say three times, some say six times. But roughly, I would say, even if it's three times the market of arrhythmia, I think we have a very strong potential in that space.

Jaeson: And of course, I'm not the only guy that's going after that market. There is an implantable device that is implanted inside the heart, and very invasive and cumbersome device. And a lot of people are going to have to wearable approach, which is simpler, but no reimbursement, and lack of accuracy and also noncompliant. The patient can't wear something all day long, every day for months at a time. So, I believe the under the skin approach is far superior, less invasive, for the patients, and a lot easier for physicians to implement. So that I believe it's a much better market for us to go after.

Brett: Got it. And then the last thing, last topic to touch on, and then we're going to wrap up here, is on a future product. So, we had a couple of questions about if you had other products in the pipeline. Are there other uses of the IP that you have? And I guess, is there anything you can share there? I know it's still early days just on the one primary product, but maybe there's a big picture thing that you can talk about as far as the-

Jaeson: That's a great question. Thank you. I believe we need to focus on one good thing, instead of trying to go into other things. So, in terms of product development, we are going to be the... We aspire to be the best insertable cardiac monitor in the market. By default, I think we are already because the current market, the current products already in the market, are seven years old. So, imagine a seven year old technology in your hand. So just by default I think I have a better chip, better battery, better computing power. So, we want to focus that.

Jaeson: And in terms of the data, I think the data will give us a secondary value. The implant is great, we're helping patients and helping physicians and insurance companies and the healthcare as a whole. But the data, I think, is going to be even more valuable in the future. So, that is something that we're definitely looking into. Very few companies that we know have comprehensive cardiac data as a foundation. So, we're going to have activity, sensor activity data, device sound data, the mechanical data and the electrical data of the ECG. So, we have those three valuable information that we can leverage for future projects. But in terms of hardware, we are going to focus on one thing and one thing only.

Brett: Got it. Thanks very much for that. So, I think we got to most of the questions. We had a couple come in real late, just regarding... Some more about expenditures. We've had questions about the terms of the valuation, which again is something that we're not able to go over, over the webinar here, but it can be found on the MicroVentures website. So, I did want to point people there, because I think most of these other questions that we may not have gotten to are able to be answered there. And there is a discussion forum.

Brett: So, if you go to app, A-P-P app.microventures.com/crowdfunding/oracle-health, or an easier way is to just go to microventures.com and go to the Invest button at the top, and scroll down and find the Oracle Health icon. You can click there and much of the information that anyone might be interested in is there. There's stuff on historical financials. I know we had a question that was batched into those forecasts about what was the historical expenditures on. That is all that is all in there. The terms of the investment are also listed there, and use of funds.

Brett: And then lastly, as I mentioned before, many people will be listening to this recording after the fact. And so, for those folks, or for people who didn't feel like they got their answer fully, or their question fully answered today, you can go the discussion forum there and you can ask it and we'll try and be as responsive as we can on those as well. And then of course if you'd like to invest, there's a bright orange Invest button at the top of that same page. You can click there, and if you don't have an account with MicroVentures, you can set that up. We try to make it as easy as possible when we can go through the process. I guess that's going to be it for us today. Jae, is there anything you'd like to... Any closing thoughts? Anywhere else you'd like to point folks?

Jaeson: Yeah, sure. So, the device technology is a pacemaker and defibrillator technology, derivative of that. So, the team that built pacemakers and defibrillators will be building this. So that's definitely a very focused group of experts, engineers and scientists that will work on this. And I also have a group of physicians that actually take care of patients. These are not figurehead, physicians writing papers. They're actual physicians constantly trying to help their patients. So very much in tune with what the patients are going through, as well as what the physicians are going through.

Jaeson: And that's where I'm leveraging my expertise. I worked with all these people in prior companies for the past 10, 15 years. And I also worked out of a Silicon Valley, so I know where the efficiency and lack of is. So that's why I'm optimizing it. Being at J&J's JLAB really helps to optimize that. And also, Velentium is in Houston, where NASA and former defibrillator company engineers are. So, we can definitely make the device as fast as possible, and be patient worthy, and make a huge impact on our patient outcome. It's a $30.7 billion problem, the biggest, and if we can make an improvement on that, we can definitely move the needle and save the healthcare expenditure greatly, as well as reduce some of the suffering that our patients are going through. So, thank you for this opportunity to present my company, and look forward to your consideration.

Brett: Great, thanks, Jae. I think that was great way to close it out. So again, I want to thank everyone for joining us today, and for anybody who's listening to this recording after the fact. Jae, I really appreciate you taking the time and sharing more about the company. We're excited to be working with you on this, and looking forward to the future. So, with that, that's going to conclude the webinar. I wish everybody a great rest of the day, and rest of the week.

Jaeson: Thank you very much. Thank you for your time.

Brett: Bye.

Jaeson: Bye, bye.