

Please note:

US\$ 1,000,000 prize will require a qualified round of >US\$ 4,000,000

US\$ 600,000 prize will require a qualified round of >US\$ 3,000,000

US\$ 400,000 prize will require a qualified round of >US\$ 2,000,000

ADVANCE INVESTMENT AGREEMENT

THIS ADVANCE INVESTMENT AGREEMENT (this "Agreement") is entered into as of _____, 2017, by and between _____ Ltd., a company organized under the laws of the State of Israel (the "Company"), and _____ (the "Investor").

WHEREAS, the Investor has agreed to provide the Company with a bridge investment in the aggregate amount of US\$ **1,000,000 / 600,000 / 400,000** (the "Investment Amount"); and

WHEREAS, the Company desires to receive from the Investor the Investment Amount, and the Investor is willing to provide the Investment Amount to the Company, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. THE INVESTMENT AMOUNT.

At and subject to the Closing (as defined below), the Investor shall provide to the Company and the Company shall receive from the Investor the Investment Amount.

2. CLOSING.

2.1 Closing Date. The closing of the payment and receipt of the Investment Amount (the "Closing") shall take place remotely, via the exchange of documents and signatures, on the date hereof, or by such other means or at such other date or place as may be agreed by the Investor and the Company (the date on which the Closing actually occurs, the "Closing Date").

2.2 Transactions at the Closing. At the Closing, the following transactions shall occur, which transactions shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

(a) The Company shall deliver to the Investor the following documents:

(i) True and correct copies of the resolutions of the Company's Board of Directors approving, *inter alia*, this Agreement and the transactions contemplated hereby, in the form attached hereto as Schedule 2.2(a)(i);

(ii) True and correct copies of the resolutions of the Company's shareholders approving, *inter alia*, this Agreement and the transactions contemplated hereby, in the form attached hereto as Schedule (a);

(iii) Waivers of rights of preemption or other participation rights (including with respect to the conversion of the Investment Amount pursuant to the terms and conditions

hereunder), executed by all shareholders entitled to such rights under the Company's Articles of Association (as may be amended from time to time, the "Articles") or otherwise evidence that such rights have expired; and

(iv) A certificate duly executed by the Chief Executive Officer of the Company, dated as of the Closing Date, in the form attached hereto as Schedule 2.2(a)(iv).

(b) The Investor shall cause the transfer to the Company of the Investment Amount to such bank account as the Company shall instruct the Investor in writing.

3. ISSUANCE OF SHARES.

3.1 Issuance upon Qualified Financing.

(a) In the event of the consummation by the Company of a transaction or series of related transactions in which the Company issues equity securities, in consideration for an aggregate investment of at least US\$ 4,000,000 / 3,000,000 / 2,000,000 (excluding the Investment Amount and similar convertible instruments) (a "Qualified Financing"), the outstanding Investment Amount shall automatically convert immediately prior to the consummation of such Qualified Financing into such number of shares (or a sub-class thereof) issued in such Qualified Financing, as is obtained by dividing the outstanding balance of the Investment Amount as of the closing date of the Qualified Financing by a price per share which shall reflect a 20% discount off the lowest price per share paid in the Qualified Financing.

(b) The shares issued upon conversion of the Investment Amount (the applicable shares issued upon conversion under each of the conversion provisions of this Agreement are referred to herein as the "Conversion Shares") shall have the same rights and preferences as attached to the shares issued to the investors in such Qualified Financing (but not, for the avoidance of doubt, rights granted to individual investors in such Qualified Financing (such as the right to nominate a director)), including without limitation, liquidation preference, anti-dilution protection (for the avoidance of doubt being calculated based on the price per share actually paid by the Investor, taking any discount provided to the Investor pursuant to this Agreement into account), registration rights, preemptive rights, right of first refusal, voting and veto rights, or other rights, pro-rata to the respective amounts of investment, and the Investor shall otherwise be deemed one of the investors in the Qualified Financing for all purposes (including with respect to any other securities, warrants or other rights issued or provided to all such investors as part of the Qualified Financing).

3.2 Issuance upon a Deemed Liquidation Event.

Unless previously converted or repaid, in the event of the consummation of (i) a sale of a majority of the share capital of the Company, whether through a merger or otherwise, or (ii) a sale of all or substantially all of the assets of the Company; or (iii) a sale or grant of an exclusive license for all or substantially all of the intellectual property rights of the Company with the same economic effect of a sale; or (iv) an underwritten initial public offering of the Company's shares in a stock exchange (each, an "Exit Event"), then immediately prior to the closing of the Exit Event the entire outstanding Investment Amount shall be automatically converted into such number of shares of the most senior class of shares of the Company existing at the time of conversion at a price per share reflecting a 20% discount on the Company's shares at such Exit Event.

3.3 Automatic Conversion.

In the event that the Company has not consummated a Qualified Financing within 24 months from the Closing Date, the entire then outstanding Investment Amount shall be automatically converted into shares of the most senior class of shares of the Company existing at the time of conversion at a price per share equal to the quotient obtained by dividing (A) \$ the last Post Money valuation by (B) the issued and outstanding share capital of the Company, on a fully diluted basis, as of immediately prior to the date of conversion.

3.4 Notice. For as long as the Investment Amount has not been converted, the Company shall deliver prior written notice to the Investor of any contemplated Qualified Financing or Exit Event, as promptly as possible, but in any event at least 3 days prior to the closing of such transaction, provided, however, that if such notice may not be given without the Company's breach of a confidentiality obligation entered into in connection with such contemplated transaction, or notice to the Company's shareholders is to be given at a later stage, then such notice shall be given at such times and on such terms as provided to the Company's shareholders.

4. MECHANICS OF ISSUANCE OF SHARES.

4.1 No Fractional Shares. The issuance of shares hereunder shall be calculated based on the aggregate Investment Amount to be converted by the Investor and upon conversion, no fractional shares shall be issued to the Investor. The number of Conversion Shares to be issued to the Investor shall be rounded to the nearest whole number.

4.2 Rights as Shareholder. From the date of occurrence of a conversion as set forth in Section 3 and thereafter, whether or not the Conversion Shares required to be issued to an Investor have actually been issued, such Investor shall be deemed to be the holder of such Conversion Shares, and shall be deemed to have all rights, preferences, powers, privileges, restrictions, qualifications and limitations required to be granted in connection with such Conversion Shares.

4.3 Original Issue Price. For purposes of liquidation and dividend preference rights, anti-dilution rights and any other rights to which the Investor may be entitled upon conversion of the Investment Amount, whether pursuant to the Company's Articles of Association (the "Articles") or otherwise, the price per share of the Conversion Shares shall be the price per share according to which the Investment Amount was actually converted (i.e., after taking into account any discount provided to the Investor pursuant to this Agreement).

4.4 Further Assurance. The Investor agrees and covenants that prior to any conversion of the Investment Amount it shall promptly execute, as a condition to such conversion, any and all documents to be executed in connection with the event triggering such conversion by the holders of the same shares of the Company into which the Investment Amount is to be so converted and any other documents and instruments as reasonably requested by the Company, and agrees and covenants that at any time and from time to time it will promptly execute and deliver to the Company such further instruments and documents and shall perform such further acts as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected hereby, including, without limitation, to vote, or to cause the voting (and execute written resolutions) at any time in favor of an amendment to the Articles as then in effect in order to provide for the creation, authorization and issuance of the Conversion Shares, and the reservation of sufficient Ordinary Shares of the Company for conversion thereof. The Company hereby undertakes to take all necessary actions in its power and obtain all required approvals and consents so as to approve and adopt such amendment to its Articles.

4.5 Effect of Conversion. Upon conversion in full of the Investment Amount pursuant to Section 3 above and the grant to the Investor of the rights, preferences, powers and privileges required to be granted in connection with the Conversion Shares, any obligations of the Company towards the Investor hereunder shall be deemed satisfied in full.

4.6 Financing Agreements. The Investor acknowledges and agrees that the conversion of the Investment Amount 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 shares. The Investor agrees to execute all such agreements as an "Investor" in connection with the conversion so long as the issuance of Conversion Shares issued pursuant to the conversion of the Investment Amount are subject to the same terms and conditions applicable to the shares sold in the Qualified Financing. Without derogating from the foregoing, the Investor shall be deemed an "Investor" in connection with the conversion hereunder and be deemed a party to all such financing agreements whether or not the Investor actually executes such agreements.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to the Investor that the following representations are true, correct and complete as of the date hereof and as of the Closing (as if made on the Closing Date); except, in each case, as to such representations and warranties that address matters as of a particular date, which are given only as of such date:

5.1 Organization. The Company is a company duly organized and validly existing under the laws of the State of Israel, is not a "breaching company" (within the meaning of Section 362.A of the Israeli Companies Law, 1999, as amended) and has all requisite corporate power and authority to carry on its business as currently conducted and as currently proposed to be conducted.

5.2 Authorization. The Company has the full power and authority to execute and deliver this Agreement and the other agreements contemplated hereby or which are ancillary hereto, and to consummate the transactions contemplated hereby, and each of this Agreement and the other agreements contemplated hereby or which are ancillary hereto, when executed and delivered by the Company, and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.3 No Conflict; Consents. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) result in any conflict with, or a breach or violation, with or without the passage of time and giving of notice, of any of the terms, conditions or provisions of, or give rise to rights to others (including rights of termination, cancellation or acceleration) under: (i) the Articles; (ii) any judgment, injunction, order, writ, decree or ruling of any court or governmental authority, domestic or foreign, to which the Company is subject; (iii) any material contract or agreement, lease, license or commitment to which the Company is a party or by which it is bound; or (iv) any applicable law; (b) result in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company; or (c) require the consent, approval or authorization of, registration, qualification or filing with, or notice to any person or any federal, state, local or foreign governmental authority or regulatory authority or agency, on the part of the Company, which has not heretofore been obtained or will be obtained prior to Closing.

5.4 Share Capital. The authorized share capital of the Company as of the date hereof and as of the Closing is as set forth in the Articles, and the issued and outstanding share capital of the Company,

on a fully diluted as converted basis as of the date hereof and as of the Closing, is set forth in Schedule 5.4. The issued and outstanding shares of the Company were duly and validly authorized and issued, fully paid and non-assessable, and offered and issued in compliance with the provisions of the Company's Articles of Association as in effect at the time of each such issuance and in compliance with all applicable corporate and securities laws. Other than as set forth in this Agreement or in Schedule 5.4, and except for (i) the conversion privileges of the Conversion Shares pursuant to the Articles; (ii) the preemptive rights and bring-along provisions under applicable law or in the Articles; (iii) Ordinary Shares reserved for issuance upon conversion of the Conversion Shares pursuant to the Articles, there are no outstanding share capital, options, warrants, rights (including conversion, preemptive rights, rights of first refusal or similar rights) or agreements for the purchase from the Company of any of its share capital, or any securities convertible into or exchangeable for shares of the Company (whether now or hereinafter authorized or issued), or that could require the Company or a shareholder of the Company to issue, sell, transfer or otherwise cause to be outstanding any of the Company's share capital or securities convertible or exercisable into shares thereof.

5.5 Valid Issuance. Upon any conversion of the Investment Amount as set forth herein, the Conversion Shares shall be duly and validly issued, fully paid, and non-assessable, issued in compliance with all applicable state securities laws, and free and clear of liens, pledges, charges, encumbrances or other restrictions on transfer of any kind (including, without limitation, preemptive rights), other than as may be specified in the definitive agreements governing the transaction upon which such conversion shall occur pursuant to Section 3 above and under applicable securities laws and other than liens or encumbrances created by or imposed on the Investor as to itself.

5.6 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or, to the Company's knowledge, investigation pending, or, to the Company's knowledge, currently threatened [in writing] against the Company, any of its properties or any officer, director or employee of the Company, or that questions the validity of the Agreement or the right of the Company to enter into it, or to consummate the transactions contemplated by the Agreement. Neither the Company nor, to the Company's knowledge, any of its officers, directors, consultants or employees is a party to or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or, to the Company's knowledge, threatened in writing (or any basis therefor known to the Company) involving the prior engagement of any of the Company's employees their services provided in connection with the Company's business, any information or technologies allegedly proprietary to any of their former employers or their obligations under any agreements with former employers.

5.7 Compliance with Laws and Other Instruments. The Company is, and has been, in compliance, in all material respects, with all applicable laws (including export, import and other trade compliance laws). The Company has not received any written notice of or been charged with the violation of any law and, to Company's knowledge, there is no threatened action or proceeding against the Company under any of such laws. The Company is not in violation of or default under (i) any provisions of the Articles, (ii) any order, writ, injunction, decree, or judgment of any court or any governmental department, commission or agency, domestic or foreign, to which it is subject or by which it is bound. The Company has obtained all franchises, permits, licenses, consents and any similar authorizations that are material to its business as currently conducted and as currently proposed to be conducted under applicable law, and is in compliance, in all material respects, with such franchises, permits, licenses, consents and similar authorizations. None of the Company's products, intellectual

property or operations is subject to any restriction or limitation or requires a license or registration under applicable laws relating to marketing, export or import controls. Without limiting the generality of the foregoing, the Company has not and is not using or developing, or is engaged in, encryption technology, or other technology whose development, commercialization or export is restricted, and the conduct of the business as currently conducted [and as currently proposed to be conducted] does not require obtaining a license from the Israeli Ministry of Defense or an authorized body thereof pursuant to Section 2(a) of the Control of Products and Services Declaration (Engagement in Encryption), 1974, or from the Israeli Ministry of Economy pursuant to the Law of Regulation of Security Exports, 2007.

5.8 Intellectual Property. The Company owns and has developed, or has the right to use, free and clear of all liens, charges, claims and restrictions, all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, domain names, mask works, copyrights, licenses and rights, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, computer programs and technical data and information used and sufficient for use in the conduct of the Company's business or research or development as now conducted without, to the best knowledge of the Company, infringing upon or otherwise acting adversely to the right or claimed right of any other person or entity under or with respect to the foregoing, including without limitation the past and present employees and employers of the past and present employees and consultants of the Company.

5.9 No Corrupt Practices. Neither the Company nor any officer, director, employee or agent purporting to act on its behalf has, directly or indirectly: (i) made, offered to make, provided or paid any unlawful contributions, gifts, entertainment or other unlawful expenses to any local or foreign official, political party or official thereof or candidate for political office, or failed to disclose fully any such contributions in violation of any applicable laws; (ii) made, or offered to make, any payment to any local, state, federal or any other type of governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable laws (including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended); (iii) made, or offered to make, any payment to any agent, employee, officer or director of any entity with which the Company does business for the purpose of influencing such agent, employee, officer or director to do business with the Company; (iv) engaged in any transactions, maintained any bank account or used any corporate funds, except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company; or (v) made, or offered to make, any payment in the nature of criminal bribery or any other payment in violation of any applicable law. Neither the Company, nor, to the Company's knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to any anti-corruption laws.

6. CERTAIN EVENTS.

Notwithstanding anything herein to the contrary, unless earlier converted pursuant to Section 3 above, solely upon the occurrence of a Certain Event (as defined below), the Company shall, unless otherwise directed by the Investor, be required to pay to the Investor an amount equal the entire Investment Amount, in cash, without any interest. Payment of such amounts shall be made in lawful money of the United States of America, by wire transfer to such bank account as the Investor shall instruct the Company in writing prior to such payment. Each of the following shall constitute a "Certain Event":

6.1 The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect (collectively "Bankruptcy Laws"), or makes any assignment for the benefit of creditors or takes any

corporate action in furtherance of any of the foregoing and such actions are not stayed, enjoined, or discharged within forty five (45) days from their commencement;

6.2 The appointment of a receiver or trustee over the whole or any part of the Company's assets and such appointments are not stayed, enjoined or discharged within forty five (45) days from their commencement;

6.3 The calling by Company of a meeting of creditors for the purpose of entering into a scheme or arrangement with them;

6.4 Any involuntary petition or proceeding under any Bankruptcy Laws is instituted against the Company, which have not been terminated within forty five (45) days thereafter;

6.5 The transaction of the business of the Company is suspended, substantially curtailed or ceased for a period longer than forty five (45) days; or

6.6 The Company adopts one or more resolutions for dissolution, liquidation, bankruptcy or winding-up of the Company.

The Company shall notify the Investor in writing immediately upon the occurrence of any such Certain Event (without regard to any grace or cure period specified therein). For the avoidance of doubt, without limitation of the payment obligations of the Company under this Section 5, the Company shall have no right to repay the Investment Amount in whole or in part at any time and for any reason.

7. CONDITIONS TO CLOSING.

The obligation of the Investor to disburse the Investment Amount to the Company on the Closing Date is subject to the fulfillment on or before the Closing of each of the following conditions, unless otherwise waived in writing by the Investor:

(a) Representations and Warranties. The representations and warranties of the Company contained in Section 5 shall be true in all respects on and as of the Closing.

(b) Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

(c) Consents, etc. The Company shall have secured at or prior to the Closing, all permits, consents and authorizations that shall be necessary or required lawfully to consummate this Agreement and the transactions contemplated by this Agreement.

(d) Delivery of Documents. All of the documents to be delivered by the Company pursuant to Section 2.2(a) shall be in a form as attached to this Agreement, or in a form and substance satisfactory to the Investor and shall have been delivered to the Investor.

8. MISCELLANEOUS.

8.1 Taxes. The Investor shall bear and be responsible to pay in cash (to the Company or the relevant tax authorities, as applicable) all taxes attributable to it, if any, in connection with or as a result of the transactions contemplated under this Agreement.

8.2 Fees and Expenses. If the draft of this Agreement as presented to the Company has been executed by the Company without any amendments, then the Company shall not be required to reimburse the Investor for its legal fees incurred in the preparation of this draft. If, however, the draft of this Agreement as presented to the Company shall have been adjusted

following negotiations between the Investor and the Company, then the Company shall pay at and subject to the Closing legal fees and costs of legal counsel of the Investor, in connection with such negotiation and adjustment, at the rate of US\$ 500 plus VAT per hour. Except as otherwise specified herein, each party hereto shall bear and be responsible for its own expenses in connection with the transactions contemplated under this Agreement.

8.3 Entire Agreement. This Agreement and the schedules hereto, if any, constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof, and supersede all prior agreements and understandings, both written and oral, among any of the parties hereto, with respect to the subject matter hereof (with no concession being made as to the existence of any such prior agreements or understandings).

8.4 Amendment; Waiver. Any term of this Agreement may be amended and the observance of any term hereof may be waived only with the written consent of the Company and the Investor. The observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only by the prior written consent of the party against which enforcement of such waiver shall be sought. Any amendment or waiver effected in accordance with this Section 8.4 shall be binding upon the Investor and each transferee of the Conversion Shares (or the Ordinary Shares issuable upon conversion thereof), each future holder of all such securities, and the Company.

8.5 Assignment. This Agreement may not be assigned by the Investor or the Company, without the prior written consent of the Investor or the Company, as the case may be.

8.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with to the laws of the State of Israel, disregarding its conflict of laws rules. Any dispute arising under or in relation to this Agreement shall be resolved exclusively in the competent court located in Tel Aviv-Jaffa, Israel and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court. Each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the abovementioned courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from the abovementioned court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the abovementioned court, and (iv) irrevocably consents to service of process in the manner provided by Section 8.9 or as otherwise provided by applicable law. Without limitation, a service of process to counsel of the Investor shall be deemed to constitute proper and valid service of process on the Investor and the Investor confirms the agent's agreement to the foregoing by its signature below.

8.7 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

8.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be enforceable in accordance with its terms and interpreted so as to give effect, to the

fullest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision.

8.9 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing. All communications shall be sent to the respective parties at their address or contact details as set forth below, or to such address or contact details as subsequently modified by written notice given in accordance with this Section 8.9, or, in the case of the Investor, as used for purposes of sending shareholders' notices by the Company.

If to the Company:

_____ Ltd.

Attention:

Address:

E-mail:

If to Investor:

Address:

E-mail:

8.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument, binding and enforceable against the parties so executing the same; it being understood that all parties need not sign the same counterpart. Counterparts may also be delivered by facsimile or email transmission (in pdf format or the like, or signed with docuSign, e-sign or any similar form of signature by electronic means) and any counterpart so delivered shall be sufficient to bind the parties to this Agreement, as an original.

IN WITNESS WHEREOF, the undersigned have caused this Advance Investment Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

INVESTOR: