

**SUMMARY OF PROPOSED TERMS OF INVESTMENT FOR
SERIES A PREFERRED SHARES OF
LEVITECTION LTD.**

July 7, 2016

We are happy to confirm our interest, subject to all terms and conditions herein, to explore the possibility of an investment in Levitection Ltd. This letter summarizes the principal terms of a proposed investment for Preferred A Shares. Except as specifically provided herein, this letter is not intended to be a legally binding agreement but is a statement of intent. It is presented solely for the purpose of discussion.

Company	Levitection Ltd., an Israeli company (the "Company").
Founders	Dr. Gideon Levita and Mr. Raviv Levita.
Investor	An entity under the control of Mr. Ehud Barak (the "Investor").
Structure of Financing	<p>The Investor shall invest in the Company an amount of US\$1,020,000 (the "Initial Investment") and shall invest in the Company, subject to the terms below, an additional amount of US\$680,000 (the "Deferred Investment") (the Initial Investment and the Deferred Investment shall be referred to collectively as the "Investment Amount"), against issuance by the Company of Preferred Shares in two tranches, at an Initial Closing and a Deferred Closing, if applicable (as such terms are defined below), at a price per share of US\$2.19 ("PPS") (representing a pre-money valuation of US\$ 2,715,584, on a Fully Diluted Basis (as defined below)), as follows:</p> <p>(i) an amount of US\$ 1,020,000 out of the Investment Amount will be provided at the Initial Closing in consideration for the issuance of 466,667 Preferred Shares (as defined below), such that immediately following the Initial Closing, the Investor will hold shares of the Company constituting 27.30% of the Company's share capital, on a Fully Diluted Basis; and</p> <p>(ii) No later than nine (9) months as of the Initial Closing, subject to the achievement by the Company of the milestone set forth in <u>Exhibit A</u> of this letter (the "Milestone") (or at the Investor's election, within such nine (9) months period, at its sole discretion, even if such Milestone is not achieved), the remaining amount of US\$ 680,000 out of the Investment Amount will be also provided by the Investor within ten (10) days of receipt of written notice from the Company's CEO that the Milestone has been achieved, subject to an agreed dispute resolution mechanism which will be set out in the Definitive Agreement, in consideration for the issuance of 311,111 Preferred Shares (the "Deferred Closing"), such that immediately following the Deferred Closing, the Investor will hold shares of the Company constituting 38.50% of the Company's share capital, on a Fully Diluted Basis (assuming, solely for the purposes of this calculation, that the entire Investment Amount was remitted at the Initial Closing, not including the Warrant(s) (as defined below) to be granted to the Investor). In the event that the Investor will not provide the Company with the Deferred Investment although the Milestone was achieved by the Company, and</p>

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	such breach was not cured within 10 days from the receipt of a written notice from the Company's CEO, then (i) the First Warrant (as defined below) shall immediately and automatically expire and shall not be exercisable by the Investor; and (ii) the anti-dilution protection as described below shall be cancelled.
Fully Diluted Basis	<p>In this letter, "Fully Diluted Basis" includes, without limitation, all issued and outstanding share capital of the Company, all securities issuable upon the conversion of any existing convertible securities, notes or loans, the exercise of all outstanding warrants (excluding the Warrants), options, adjustments of numbers of securities triggered by this financing (if any), any shares or options to acquire shares issued to any person as a finder's fee or similar arrangement in connection with the Investment and an unallocated option pool for future grants to employees, consultants and directors of the Company, representing 12% of the issued and outstanding share capital of the Company immediately following the Deferred Closing ("Option Pool") (assuming the Warrant(s) (as defined below) were not exercised by the Investor). For the purposes of this Term Sheet, the term "Fully Diluted Basis" as used herein does not include the Warrants.</p> <p>Options out of the Options Pool shall be granted by the Company following the Initial Closing to those certain employees, consultants and/or directors of the Company as detailed in Exhibit B attached hereto.</p>
Capitalization Table	The detailed pre Initial Closing and post Initial Closing and post Deferred Closing capitalization of the Company is set forth in the Capitalization Table attached hereto as Exhibit C .
Conditions to Closing	Closing of the transaction contemplated hereunder is subject to (i) satisfaction of the parties due diligence requirements, including financial and legal diligence, and (ii) the signing of mutually acceptable Definitive Agreements (as defined below).
Estimated Initial Closing Date	No later than July 28, 2016 (the " Initial Closing ").
Type of Security	Series A Convertible Preferred Shares (the " Preferred Shares "), initially convertible on a one to one basis into Ordinary Shares of the Company (the " Ordinary Shares "), subject to adjustment as provided below.
Warrant(s)	At the Initial Closing, the Company will issue: (i) a first warrant to the Investor that will allow it (or any of its assignees) to purchase additional Preferred Shares by investing an additional amount of up to US\$ 1,500,000, at an exercise price of 150% of the PPS (subject to anti-dilutive adjustment as provided herein and adjustments due to a Recapitalization Event (as defined below)) (the " First Warrant "); and, in addition (ii) a second warrant to the Investor that will allow it (or any of its assignees) to purchase additional Preferred Shares by investing an additional amount of up to US\$ 2,000,000, at an exercise price of 200% of the PPS (subject to anti-dilutive adjustment as provided herein and adjustments due to a Recapitalization Event) (collectively the " Warrant(s) "). Each such Warrant will be valid and exercisable for a period of 48 months after the Initial Closing. At the lapse of the first 12 months period after the Initial Closing, the exercise price of each Warrant shall be increased by 25% comparing to its then existing exercise price, provided that within 24 months as of the Initial Closing one of the following events shall occur: (i) the exercise by the Investor of the First Warrant, or (ii) the consummation by the Company of an equity financing round of at least \$1,000,000 with a price per share which is higher by at least 25% from the PPS

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	<p>hereunder. If none of the foregoing events occurs within 24 months as of the Initial Closing, the increase of the exercise price of the Warrants as detailed above shall be postponed, and the increase over time shall not start after 12 months, but only after that one of the foregoing events occurs. After the increase by 25% of the exercise price of the Warrants as provided above (if occurred), the exercise price of each Warrant shall be increased on a quarterly basis, at the end of each applicable 3 month period, by 6.25% comparing to the Warrant exercise price as at the preceding anniversary of the Warrant, such that at the end of each anniversary the exercise price shall be 25% higher than the exercise price at the end of the preceding anniversary, all as set forth in the Capitalization Table attached hereto as <u>Exhibit C</u>. Immediately prior to a Deemed Liquidation event, exercise of such Warrant(s) may be cashless at the discretion of the Warrant(s) holder. The Company shall notify to the Warrant(s) holder in writing of any Deemed Liquidation event, at least 14 days prior to such event.</p> <p>A "Recapitalization Event" shall mean any event of share combination or subdivision, distribution of bonus shares or any other similar reclassification, reorganization or recapitalization of the Company's share capital where the Company's shareholders retain their proportionate holdings in the Company.</p>
<p>Use of Proceeds</p>	<p>The Investment Amount shall be used by the Company to continue the development of the Company's technology and know-how and provide general working capital, pursuant to a preliminary budget prepared by the Company, agreed by the Investor and attached hereto as <u>Exhibit D</u>, which may be subject to changes following the negotiations with certain vendors. The final budget shall be attached to the Definitive Agreement.</p>
<p>Liquidation / Dividend Preference</p>	<p>In the event of any liquidation event, Deemed Liquidation (as defined below) and/or distribution of dividends, the holders of the Preferred Shares will be entitled to receive, prior and in preference to any distribution of any of the Company's assets or funds to all other equity securities of the Company (in cash, cash equivalents, or, if applicable, securities) (the "Distributed Assets"), for each Preferred Share, an amount equal to: (i) 100% of the price per share paid for such Preferred Share, plus (ii) 6% annual interest on that amount, compounded annually, from the date of issuance of such Preferred Share (together, the "Preference A Amount").</p> <p>Any surplus of assets or funds remaining (if any) after the payment in full of the Preference A Amount less any amounts paid as preferential dividends prior to that date, will then be distributed pro rata among all the shareholders of the Company, including the holders of Preferred Shares, on an as-converted basis.</p> <p>Notwithstanding the foregoing, if, in a liquidation event, Deemed Liquidation and/or distribution of dividends, the distribution of the Distributed Assets, on a pari passu, pro rata, as converted and no preference basis to all shareholders of the Company (i.e. without applying the distribution preference described above), will result in the holders of the Preferred Shares receiving, for each issued and outstanding Preferred Share held by them, an amount which is equal or more than three and a half (3.5) times the PPS paid for such Preferred Shares (subject to anti-dilutive adjustment as provided herein and adjustments due to a Recapitalization Event), then the distribution preference described above shall be disregarded and the Distributed Assets shall be distributed pro rata among all the Shareholders of the Company, including the holders of Preferred Shares, on a pari passu, pro rata, as converted and no preference basis. A "Deemed Liquidation" shall mean any of the following transactions: an acquisition of the Company or a merger between the Company and another non-affiliated entity in which the shareholders of the</p>

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	<p>Company do not own a majority of the shares of the surviving entity, the sale of all or substantially all of the Company's assets, or of the shares of the Company, an exclusive, irrevocable or perpetual license of all or substantially all of the Company's intellectual property to a third party, or any other transaction in which control of the Company (at least 50% of the voting rights or equity) is transferred (other than a IPO or other bona fide financing transaction of the Company where the change of control was due to an issuance of shares by the company).</p>
Conversion	<p>Each holder of Preferred Shares shall have the right to convert its shares at any time into Ordinary Shares at an initial conversion rate of 1:1, subject to proportional adjustment for share splits, dividends or Recapitalization Events or a similar event and any anti-dilution adjustments as provided herein. The Preferred Shares shall automatically convert into Ordinary Shares if (a) the holders of a majority of the Preferred Shares require such conversion or (b) upon the closing of a firmly underwritten public offering of shares of the Company ("IPO") netting at least \$20 million at a pre-money valuation of the Company of at least \$80 million (a "QIPO").</p>
Anti-Dilution Provisions	<p>Until a QIPO, if the Company issues New Securities (as defined below) at a price per share lower than the then applicable conversion price of the Preferred Shares (initially, the conversion price shall be equal to the Price Per Share), then in each such event the conversion price of the Preferred Shares shall be adjusted on a "full ratchet" anti-dilution adjustment for a period of fifty-four (54) months from the Initial Closing.</p> <p>"New Securities" shall mean securities issued by the Company, other than: (i) Ordinary Shares or options to purchase Ordinary Shares issued to employees, consultants, officers or directors of the Company or its subsidiaries pursuant to any share option plan or similar incentive plan approved by the Board of Directors; (ii) securities issued pursuant to a Recapitalization Event or anti-dilutive adjustment as provided herein; (iii) securities issued in connection with any credit line or other similar financing, provided that such securities represent less than three percent (3%) of the Company's issued share capital at the time of issuance (as calculated on a Fully-Diluted Basis), in the aggregate; (iv) securities issued to one strategic investor which is determined by the Board of Directors to be a strategic investor; provided that such securities represent less than five percent (5%) of the Company's issued share capital at the time of issuance (as calculated on a Fully-Diluted Basis), in the aggregate; (v) securities issued upon the exercise of any warrant or option issued pursuant to the terms of (i) through (v) above; and (vi) securities issued in any IPO.</p>
Protective Provisions	<p>Prior to an IPO, and for as long as the Investor holds at least 15% of the share capital of the Company (on an as-converted, Fully-Diluted Basis), certain important actions of the Company shall require the consent of the Investor (with respect to resolutions of the shareholders of the Company) or one of the Preferred Directors (with respect to resolutions of the Board in connection with the matters listed in subsections (i) – (x) below) or Mr. Ehud Barak, as long as he serves as a director on the Board (with respect to resolutions of the Board in connection with the matters listed in subsections (xi) – (xv) below), as applicable, for the following matters:</p> <p>(i) authorize or issue any equity security senior to the Preferred Shares; and (ii) amendment to its Articles of Association in a manner that would adversely alter</p>

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or change the rights, preferences or privileges of the Preferred Shares; (iii) redemption of any shares of the Company, including Ordinary Shares, Preferred Shares or any new class or series of shares; (iv) declaring or paying any dividend or other distribution of cash, shares or other assets, other than a bonus shares issuance paid to all of the shareholders of the Company on a pro rata basis; (v) take any action which results in a Deemed Liquidation event or otherwise dissolving, liquidating or winding up the Company where the Company's pre-money valuation in each of these events is less than US\$50,000,000; (vi) effect any material change to the nature of the business of the Company; (vii) subscribe or otherwise acquire or dispose of any shares in the capital of any other company; (viii) affect any interested or related party transactions with the Company; (ix) approve the Company's annual operating plan and budget and any deviation of 10% or more therefrom; (x) the appointment of new CEO, CFO and CTO (other than Mr. Raviv Levita as the Company's CEO and Dr. Gideon Levita as the Company's CTO); (xi) increase the number of shares reserved for issuance to employees and consultants, whether under the Option Pool or otherwise; (xii) grant of options to employees and consultants, whether under the Option Pool or otherwise, solely if the vesting terms with respect to such grants are different than the vesting terms that shall be defined in the Definitive Agreement (as defined below); (xiii) change the number of Board members or otherwise changing its composition; (xiv) amend the signatory rights determined under the transaction contemplated hereunder; (xv) create, incur, assume, or be liable for any indebtedness that was not included in the annual budget approved by the Board and exceeding in the aggregate an amount of US\$20,000; or (xv) any application for funds from the OCS and/or other governmental body (including any withdrawing of additional funds under the current application from the OCS) beyond the NIS 1,220,000 currently applied for.

Prior to an IPO, and for as long as Dr. Gideon Levita and his immediate family members hold, in the aggregate, at least 15% of the share capital of the Company (on a Fully-Diluted Basis), the consent of Dr. Gideon Levita shall be required for the following matters:

(i) any adverse change in any of the rights of a Founder under the incorporation documents or shareholders agreements of the Company (except for such changes affecting proportionally all holders of Ordinary Shares of the Company due to the issuance of preferred shares by the Company), and/or (ii) any transaction between the Investor and/or Mr. Ehud Barak and the Company.

For as long as Dr. Gideon Levita serves as the Company's CTO, any grant of options to employees and consultants, whether under the option pool or otherwise (except for grant of options to nonprofessional external consultants in connection with transactions of the Company with potential investors or customers, such as investment bankers), including the identity of the grantee and the quantity of options granted to him/her, shall require his affirmative consent.

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Voting Rights

The holders of the Preferred Shares shall vote together with the holders of all other shares of the Company, and not as a separate class, in all shareholders meetings, except as to matters that by law or pursuant to this letter are subject to a class vote. Each Preferred Share shall entitle the holder thereof to such number of votes as if such shares had been converted into Ordinary Shares.

Board of Directors

Immediately following the Initial Closing, the board of directors of the

	<p>Company (the "Board") shall consist of a maximum of five (5) members: the holders of Ordinary Shares, collectively, may appoint three (3) directors and the holders of Preferred Shares may appoint two (2) directors (the "Preferred Directors"). Upon the exercise by the Investor of the first Warrant in full as described in subsection (i) in the 'Warrant(s)' section above, the Board shall consist of a maximum of five (5) members: the holders of Ordinary Shares, collectively, may appoint two (2) directors and the holders of Preferred Shares may appoint three (3) Preferred Directors; provided however that until the earlier of (i) completion of the product's prototype, or (ii) 18 months as of the Initial Closing - the Investor shall not nominate an additional director in excess of the two (2) directors already appointed on its behalf, and instead Mr. Ehud Barak shall have two (2) votes in his capacity as a director on the Board. This provision will also apply to any subsidiary of the Company. The Chairman of the Board shall not have an additional or casting vote.</p>
D&O Insurance	<p>The Company will sign an indemnity agreement with each of the directors and will maintain Directors & Officers liability insurance, reasonably satisfactory to the Investor.</p>
Signatory Rights	<p>At or prior to the Initial Closing, the Company shall adopt a resolution effecting the signatory rights which is satisfactory to the Investor and the Founders, to be attached to the Definitive Agreement.</p>
Information and Management Rights	<p>Until a QIPO, each shareholder of the Company holding at least 5% of the issued and outstanding shares of the Company (calculated on an as converted basis, taking into account, for the purpose of calculating the percentage shareholding, the shares held by the shareholder as well as the shares held by his/its Permitted transferees (as defined below), if applicable) ("Eligible Shareholder") shall have the right to receive: (i) financial statements within 90 days after the end of each fiscal year, which have been audited by one of the "Big Four" accounting firms; (ii) unaudited, but reviewed, quarterly financial statements within 45 days after the end of the first, second and third quarters of each fiscal year; (iii) a monthly report in a form which is agreed by the Investor and the Company, within 15 days after the end of each month; (iv) an annual operating plan and budget at least 30 days prior to the first day of the year covered by such plan and (v) such other information as may be reasonably required by any Eligible Shareholder.</p> <p>In addition, the Investor shall also be entitled to standard inspection and visitation rights, subject to confidentiality undertakings to be assumed by Investor.</p>
Pre-emptive Right	<p>Until a QIPO, each Eligible Shareholder will have the right, but not an obligation, to participate in any future sales of New Securities by the Company, upon the terms of such round of financing, and to purchase in such round up to its applicable pro rata holdings in the Company's share capital on a Fully Diluted Basis out of the Company's New Securities offered in such sale (without the right to over-allotment).</p> <p>The holders of Preferred Shares may assign this right to their Permitted Transferees.</p>
Right of First Refusal	<p>Until a QIPO, each Eligible Shareholder shall have a pro-rata right of first refusal with respect to any sale, transfer or disposition of share capital of the Company by any other shareholder of the Company, other than a transfer to</p>

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	<p>Permitted Transferees ("Transfer").</p> <p>The holders of Preferred Shares may assign this right to their Permitted Transferees.</p> <p>A "Permitted Transferee", (A) with respect to any shareholder which is an incorporation: (i) any entities controlled by, controlling or under common control with such shareholder or, if the shareholder is a partnership, any partners or affiliated partnerships managed by the same manager or managing partner or management company, or managed by an entity controlling, controlled by, or under common control with, such manager or managing partner or management company (such entities, "Affiliates"), (B) with respect to any shareholder which is an individual (i) any corporation wholly owned by such shareholder, or (iii) a trustee of any trust for the sole benefit of, or the ownership interests of which are owned wholly by, such shareholder, or (iv) any spouse, child or other immediate family member, spouse, child or other member of such shareholder's immediate family. Any transfer of equity securities to a Permitted Transferee shall only become effective, and any shares shall only be issued, upon (a) a written notice to the Company of such transfer; and (b) a written consent of the transferee to be bound by the Company's articles of association and any other agreement between the Company and its shareholders, or any of them, to which such transferring Company shareholder is a party, and, if required by the Company, the execution by the transferee of such agreements.</p>
<p>Tag Along Right</p>	<p>Until a QIPO, the holders of Preferred Shares shall have the right, with respect to any Transfer of Ordinary Shares by an Eligible Shareholder, other than Exempted Transfer, to sell, up to all of their Preferred Shares in the Company, prior and in preference to any other shareholder in the Company; on the same general terms and conditions proposed under such Transfer.</p> <p>The holders of Preferred Shares may assign this right to their Permitted Transferees.</p> <p>"Exempted Transfer" shall mean a Transfer by the Founders of shares of the Company in accordance with the "Restriction on Sale" provisions below.</p>
<p>Registration Rights</p>	<p>Holders of a majority of the Registrable Shares (as defined below) shall have the right, following six (6) months after the closing of an IPO, to two "demand(s)" registration of their shares in the Company, at the Company's expense. All Shareholders of the Company shall be entitled to unlimited "piggyback" registration rights and one F-3 registration per a calendar year (provided the aggregate offering price in such F-3 registration is at least US\$ 1,000,000) at the Company's expense. In the case of underwriter cut-backs, the shares of the holders of Registrable Shares shall have priority over all other shares in the Company to be included in any offering in a ratio of 3:1 (1 ordinary share for every 3 Registrable Share of the holders of Registrable Shares). All shareholders agree to a 180-day lock-up after the IPO and 90 day lock up after subsequent offerings of the Company. Registration rights will be freely assignable in connection with any transfer of Registrable Shares. Registration rights expire five (5) years after IPO and would contain other customary terms and provisions. For the purposes of this section, "Registrable Shares" shall mean the Preferred Shares of the Company and any Ordinary Shares issued upon conversion of the Preferred Shares. Any future registration rights granted by the Company which are superior to those granted to the holders of Registrable Securities will be subject to the approval of the majority</p>

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	of the holders of the Registrable Securities.
Bring Along Rights	In the event that, prior to a QIPO, (i) holders of sixty percent (60%) of the issued and outstanding share capital of the Company on an as-issued basis (assuming exercise of the Warrants in full) agree to an offer to sell all their shares to a third party and provided that the Company pre-money valuation in such sale is no less than US\$50,000,000 or (ii) the holders of seventy five percent (75%) of the issued and outstanding share capital of the Company on an as-issued basis (assuming exercise of the Warrants in full) agree to an offer to sell all their shares to a third party for any Company pre-money valuation in such sale which is lower than US\$50,000,000, and in each case such offer is conditional upon the sale of a number of shares of the Company exceeding the number of shares held by such shareholders, all shareholders shall be required to participate in such sale on the same terms and conditions.
Restrictions on Sale:	<p>Until the earlier of a QIPO, a Deemed Liquidation or the lapse of four (4) years as of the Initial Closing, the Founders shall not be entitled to sell any of their shares in the Company, subject to standard exceptions for transfers to Permitted Transferees.</p> <p>Notwithstanding the foregoing, starting after 24 (twenty four) months from the Initial Closing, each Founder may sell up to 10% of his vested shares in the Company per year, but not more than 20% of his vested shares in the Company in the aggregate, subject to right of first refusal set forth above.</p>
Founder's and Key Persons' Undertakings	At or prior to the Initial Closing, the Founders and additional key persons of the Company to be agreed by the parties, will enter into confidentiality, non-competition, non-solicitation and assignment of IP Undertaking, substantially in a form attached hereto as Exhibits E-1 and employment agreements substantially in a form which will be attached to the Definitive Agreement, and shall agree to devote their entire business time and attention to the Company and not to undertake or engage in any additional activities without the consent of the Board. The form of the Employment Agreements of the Founders shall be attached hereto as Exhibit E-2 .
Ehud Barak's Undertakings	Ehud Barak shall enter into a consulting agreement with the Company, in a form to be attached to the Definitive Agreement, whereby Mr. Ehud Barak shall serve as the Chairman of the Company's Board (the " Consulting Agreement "). The Consulting Agreement shall include, <i>inter alia</i> , an obligation of Mr. Ehud Barak to lead the Company's efforts to go to market, including in the Company's future fundraising efforts and seeking potential strategic customers and confidentiality, non-competition, non-solicitation and assignment of IP undertakings.
Founders Reverse Vesting	At or prior to the Initial Closing, the Founders will enter into an agreement according to which 75% of the shares of each Founder (" Restricted Shares ") will be subject to "reverse vesting" mechanism over a period of 3 years, with a one year cliff, contingent - with regard to the shares of the Founder - on that Founder's continued employment or engagement with the Company. Vesting shall be as follows: 1/3 of the Founder's Restricted Shares shall vest upon the first anniversary of the Initial Closing, and the remainder 2/3 of the Founder's Restricted Shares shall vest on a monthly basis over the remaining 2 years. Upon termination of a Founder's employment with the Company by the Founder, other than for health reasons (including disability and death) or Good Reason (which term shall be defined in the Definitive Agreement as customary), the Company and/or the other shareholders (pro rata between

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	<p>them) shall be entitled to repurchase such Founder's Restricted Shares as of such date of termination. Any unvested Restricted Shares will immediately vest upon the earlier of (i) an event of M&A or QIPO, (ii) the termination of the engagement of such Founder by the Company not for cause or by the Founder for Good Reason or for health reasons (including disability and death), and/or (iii) immediately after at least 3 customers of the Company shall have utilized the Company's product for at least 6 successive months to their satisfaction which shall be demonstrated as determined in the Definitive Agreement.</p>
Documentation and Warranties	<p>Detailed definitive agreements among the Investor, the Founders and the Company shall be drafted by counsel to the Investor and shall include customary covenants, negative covenants, representations and warranties of the Company and the Founders reflecting the provisions set forth herein (provided that each Founder shall be liable solely for losses resulting from the breach of his representations and warranties, subject to standard limitation of liability and provided that the liability of each Founder shall be limited to his Ordinary Shares in the Company only and will be triggered only after indemnification from the Company), other provisions customary in venture capital transactions and any other provisions agreed to by the Investor, the Founders and the Company ("Definitive Agreements").</p>
Expenses	<p>The Company shall bear its own fees and expenses, and shall pay at the Initial Closing the legal fees and expenses of the Investor up to an amount of US\$40,000 plus VAT, incurred with respect to the transaction contemplated hereby against a valid tax invoice.</p>
Exclusivity	<p>For a period of 45 days following the execution of this letter, neither the Company or any Founder nor any agent, directly or indirectly, will solicit, consider, negotiate or otherwise discuss a possible merger, sale or other disposition of all or any part of the shares or assets of the Company or an investment in its share capital with any other party. Also, during said 45 day period the Company will not issue any securities of the Company nor will it permit a transfer of any securities of the Company, other than Transfers by each Founder to his immediate family members as contemplated hereunder, provided that any such transferee will agree in writing to be bound by all agreements, obligations and undertaking by which the transferor Founder is bound at the date of transfer.</p> <p>Said period will automatically be extended by additional 15 days if the parties are still negotiating the Definitive Agreements at the conclusion of said 45 day period and may be further extended by an additional period to be agreed by the Company and Investor, if the parties are still negotiating the definitive agreements at the conclusion of said 60 day period.</p>
Confidentiality	<p>Each party agrees to treat this letter confidentially and will not distribute or disclose its existence or contents to third parties without the explicit prior written consent of the other party, except as required to its relevant shareholders and professional advisors.</p>
Ordinary Course	<p>Until the Initial Closing, the Company will conduct its business solely in the ordinary course of business and, among other things, will not declare or make any distribution to shareholders, enter into any related party transaction or sell its assets (other than the Company's products sold in the ordinary course of business).</p>

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Non-binding Effect; Governing Law and Jurisdiction	<p>This letter is not intended to be legally binding, and prepared for discussion purposes only, as a statement of the Investor's present intent, with the exception of this paragraph and the paragraphs entitled 'Exclusivity' and 'Confidentiality', which are binding upon the parties hereto and shall be governed and construed in accordance with the laws of the State of Israel. The parties hereby irrevocably submit to the jurisdiction of the competent courts of the Tel Aviv District in Israel, and hereby waive any objection regarding jurisdiction or forum.</p>
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Acknowledged and agreed:

INVESTOR:

Print Name: _____

By: _____

Title: _____

Date: _____

COMPANY:

לויטקסון בע"מ
LEVITECTION LTD.
ח.פ. 515257558

Levitection Ltd.

By: GIDEON LEVITA

Title: FOUNDER & CHAIRMAN

Date: 10 July 2016

FOUNDERS:

Dr. Gideon Levita



Date: 10 July 2016

Mr. Raviv Levita:



Date: 10 July 2016

Exhibit A

Milestone Definition for Deferred Closing

- *Achieve reasonable acceptance for tasks 1-6 below.*
- *Documented evaluation for acceptance of the tasks will be performed by Levitection experts*

The 6 tasks for evaluation:

#	Topic	Task - Criteria definition
1	Design documentation	Completion of detailed design documentation for system components, including updated architecture & Interface design
2	Algorithms	Completion of detailed algorithm documentation
3	Microwave	Acceptance test for Receivers and Transmitters
4	Pre-Processing	Electronic boards are complete
5	Pre-Processing	Software coding is complete
6	Signal Processing	Detection algorithms are implemented and tested

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Exhibit B

Option Breakdown

Employee / Consultant Name	Allocation planned (%) [*]	Role
Aharon Levy, Ph.D.	1.5%	Signal processing lead
Tamar Avraham, Ph.D.	1.5%	Software lead for classification (Post processing)
Adel Nahum	1.5%	Microwave, Integration and QA expert
Max Ashkenazi, Ph.D.	1.0%	Mathematical algorithms & Simulation expert
TBD (potentially Rakefet)	1.5%	System Architect
TBD	1.0%	Software Engineer for post processing
Confino, Luchtenstein	0.5%	Legal services
Total % to be allocated	8.5%	

* on a Fully Diluted Basis post Deferred Closing, not including the Warrants

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Exhibit D

[*NOTE: The numbers in this Budget are not final. Final Numbers shall be discussed and agreed upon in the Definitive Agreement]

Prototype Budget Plan (Preliminary)

High Level breakdown (Rounded Figures for simplicity)

Topic	Current	%	Top level Description
	Estimation /Proposals		
Total:	\$ 2,020,000		
<i>Levitection Salaries</i>	\$ 793,000	39%	<i>Cost of Salaries & Bonuses from levitection</i>
<i>Microwave - FrontEnd</i>	\$ 250,000	12%	<i>Proposal for Microwave from TLC (US Based)</i>
<i>Digital Processing</i>	\$ 417,000	21%	<i>Proposal for Software, Hardware, Mechanics from Sysmap</i>
<i>Additional Equipment</i>	\$ 40,000	2%	<i>Mainly Test equipment & Processing Units</i>
<i>Other Expenses</i>	\$ 150,000	7%	<i>Patent filing ,finders fee, Investor Expenses, Lawyers/Accounting</i>
<i>Company Expenses</i>	\$ 170,000	8%	<i>Office, Software Licences, IT, Travel expenses</i>
<i>Risk Contingency (will be used)</i>	\$ 200,000	10%	<i>Based on >50K per quarter</i>
USD - ILS Ratio 3.85			

Quarterly Burn rate

Prototype Build	Total	Q1		Q2		Q3		Q4	
	\$ 2,018,094	34%	\$ 691,073	23%	\$ 459,373	21%	\$ 421,752	22%	\$ 445,896
<i>Levitection Salaries</i>	\$ 792,766	20%	\$ 156,610	23%	\$ 181,299	24%	\$ 188,468	34%	\$ 266,390
<i>Microwave (TLC Based)</i>	\$ 249,600	50%	\$ 124,800	35%	\$ 87,360	10%	\$ 24,960	5%	\$ 12,480
<i>Digital Processing (Sysmap Based)</i>	\$ 416,883	27%	\$ 111,688	26%	\$ 109,091	24%	\$ 98,701	23%	\$ 97,403
<i>Additional Materials</i>	\$ 40,000	40%	\$ 16,000	30%	\$ 12,000	30%	\$ 12,000	0%	\$ -
<i>Company/Other expenses</i>	\$ 318,844	73%	\$ 231,974	6%	\$ 19,623	15%	\$ 47,623	6%	\$ 19,623
<i>Contingency</i>	\$ 200,000	25%	\$ 50,000	25%	\$ 50,000	25%	\$ 50,000	25%	\$ 50,000
<i>Avg. Monthly burnrate</i>			\$ 230,358		\$ 153,124		\$ 140,584		\$ 148,632

Income Sources for Prototype Stage

- Investor (Ehud Barak):
 - Initial Closing: 1,020,000 USD
 - Deferred closing 680,000 USD
- Government Fund (Chief Scientist, Israel Innovation Authority)
 - Prototype Stage approved ~320,000 USD (1,219,917 ILS)
- Total Budget: 2,020,000 USD

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Levitection Ltd. - Capitalization Table - Series A Round

	Ordinary Shares & ESOP	Preferred A Shares	Total Issued and Outstanding on a FDB*	%	Investment	PPS	Company Valuation
Pre-Closing Cap Table							
Gideon Levita	839,000		839,000	83.90%			
Asia Levita	100,000		100,000	10.00%			
Ravi Levita	61,000		61,000	6.10%			
Total:	1,000,000		1,000,000	100.00%			\$2,715,584
Post-Initial Closing Cap Table							
Gideon Levita	839,000		839,000	49.09%			
Asia Levita	100,000		100,000	5.85%			
Ravi Levita	61,000		61,000	3.57%			
EB		466,667	466,667	27.30%	\$1,020,000		
ESOP	242,425		242,425	14.18%			
Total:	1,242,425	466,667	1,709,092	100.00%	\$1,020,000	2.19	\$3,735,584
Post-Deferred Closing Cap Table							
Gideon Levita	839,000		839,000	41.53%			
Asia Levita	100,000		100,000	4.95%			
Ravi Levita	61,000		61,000	3.02%			
EB		777,778	777,778	38.50%	\$1,700,000		
ESOP	242,425		242,425	12.00%			
Total:	1,242,425	777,778	2,020,203	100.00%	\$1,700,000	2.19	\$4,435,584
Post-Warrants Exercise Cap Table							
Gideon Levita	839,000		839,000	28.28%			
Asia Levita	100,000		100,000	3.41%			
Ravi Levita	61,000		61,000	2.08%			
EB		777,778	777,778	26.50%			
Warrant **		814,983	814,983	31.17%	\$3,500,000		
ESOP	242,425		242,425	8.26%			
Total:	1,242,425	1,692,761	2,935,186	100.00%	\$3,500,000		

* Assuming share split and distribution of bonus shares at the ratio of 1:1.000

** Assuming exercise of Warrants prior to the end of Year 1

Warrants	Year 1		Year 2		Year 3		Year 4	
	PPS	# Shares						
W1 \$ 1,500,000 150%	3.28	457,317	4.10	365,054	5.13	292,358	6.41	
W2 \$ 2,000,000 200%	4.37	457,666	5.46	366,300	6.63	292,876	8.54	
\$ 3,500,000		914,983		732,354		585,234		

W1	Q1	3.49	479,799	4.86	344,037	5.45	
	Q2	3.69	406,504	4.61	325,380	5.77	
	Q3	3.80	384,615	4.87	308,008	6.09	
	Q4	4.10	365,854	5.13	292,358	6.41	

W2	Q1	4.64	437,034	5.80	344,879	7.26	
	Q2	4.93	406,504	6.14	307,773	7.68	
	Q3	5.19	385,356	6.48	308,642	8.11	
	Q4	5.46	366,300	6.63	292,876	8.54	

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Exhibit E-1
Form of Undertaking

UNDERTAKING

THIS UNDERTAKING ("Undertaking") is entered into as of the [] day of _____ 201_ by _____, I.D. No. [], whose address is at [] ("Employee").

WHEREAS, Employee wishes to be engaged by Levitection Ltd. (the "**Company**"); and

WHEREAS, it is critical for the Company to preserve and protect its Confidential Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights, as well as to prevent unfair competition and unfair solicitation; and

WHEREAS, Employee is entering into this Undertaking as a condition to Employee's engagement with the Company.

NOW, THEREFORE, Employee undertakes and warrants towards the Company as follows:

References herein to the term "**Company**" shall include the Company's subsidiaries, to the extent applicable, and affiliated companies, and their respective successors and assigns.

1. **Confidentiality.**

- 1.1. Employee acknowledges that Employee has had and is expected to have access to information that relates to the Company, its business, assets, financial condition, affairs, activities, plans and projections, customers, suppliers, partners, and other third parties with whom the Company agreed or agrees, from time to time, to hold information of such party in confidence (the "**Confidential Information**"). Confidential Information shall include, without limitation, information, whether or not marked or designated as confidential, concerning the Company's technology, products, research and development, patents, copyrights, inventions, trade secrets, test results, formulae, processes, data, know-how, marketing, promotion, business and financial information (actual or planned), policies, practices, strategies, surveys, analyses and forecasts, financial information, customers, suppliers and/or partners lists, agreements, transactions, undertakings and data concerning its employees, consultants, officers, directors, and shareholders. Confidential Information includes information in any form or media, whether documentary, written, oral, magnetic, electronically transmitted, through presentation or demonstration or computer generated. Confidential Information shall not include information that has become part of the public domain not as a result of a breach of any obligation owed by Employee to the Company.
- 1.2. Employee acknowledges and understands that the engagement by the Company and the access to Confidential Information creates a relationship of confidence and trust with respect to such Confidential Information.

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- 1.3. During the term of Employee's engagement with the Company, and at any time after termination or expiration thereof, for any reason, Employee shall keep in strict confidence and trust, shall safeguard, and shall not disclose to any person or entity, nor use for the benefit of any party other than the Company, any Confidential Information, other than with the prior written express consent of the Company.
- 1.4. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Company or the third party providing such Confidential Information to the Company, as the case may be. Without limitation of the foregoing, Employee agrees and acknowledges that all memoranda, books, notes, records, email transmissions, charts, formulae, specifications, lists and other documents (contained on any media whatsoever) made, reproduced, compiled, received, held or used by Employee in connection with the engagement by the Company or that otherwise relates to any Confidential Information (the "**Confidential Materials**"), shall be the Company's sole and exclusive property and shall be deemed to be Confidential Information. All originals, copies, reproductions and summaries of the Confidential Materials shall be delivered by Employee to the Company immediately upon termination or expiration of Employee's engagement with the Company for any reason, or at any earlier time at the request of the Company, without Employee retaining any copies thereof.
- 1.5. During the term of Employee's engagement with the Company, Employee shall not remove from the Company's offices or premises any Confidential Materials unless and to the extent necessary in connection with the duties and responsibilities of Employee and expressly permitted pursuant to the then applicable policies and regulations of the Company. In the event that such Confidential Material is duly removed from the Company's offices or premises, Employee shall take all actions necessary in order to secure the safekeeping and confidentiality of such Confidential Materials and return the Confidential Materials to their proper files or location as promptly as possible after such use.
- 1.6. During the term of Employee's engagement with the Company, Employee will not improperly use or disclose any proprietary or confidential information or trade secrets, and will not bring onto the premises of the Company any unpublished documents or any property, in each case belonging to any former employer or any other person or entity to whom Employee has an obligation of confidentiality and/or non-use (including, without limitation, any academic institution or any entity related thereto), unless generally available to the public or consented to in writing by that person or entity.

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2. **Unfair Competition and Solicitation.**

Employee acknowledges that in light of Employee's position with the Company and in view of Employee's exposure to, and involvement in, the Company's sensitive and valuable proprietary information, property (including intellectual property) and technologies, as well as its goodwill and business plans (the "**Company's Major Assets**"), the provisions of this Section 2 are reasonable and necessary to legitimately protect the Company's Major Assets, and are being undertaken by Employee as a condition to the engagement of Employee by the Company. Employee confirms that Employee has carefully reviewed the provisions of this Section 2, fully understands the

consequences thereof and has assessed the respective advantages and disadvantages to Employee of entering into this Undertaking and, specifically, Section 2 hereof. In light of the above provisions, Employee undertakes that:

- 2.1. During the term of his engagement with the Company and for a period of twelve (12) months following termination of his engagement with the Company for whatever reason, Employee shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes, or is reasonably likely to compete, with the business of the Company as conducted during the term of engagement or contemplated, during such term, to be conducted, without the prior written consent of the Company.
 - 2.2. During the term of his engagement with the Company and for a period of twelve (12) months following termination of his engagement with the Company for whatever reason, Employee shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which interferes, involves or requires, or is reasonably likely to interfere, involve or require, the use of any of the Company's Major Assets without the prior written consent of the Company. Employee acknowledges and confirms that engagement, establishment, opening or involvement, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company as conducted during the term of his engagement with the Company, or contemplated, during such term, to be conducted, is likely to require the use of all or a portion of the Company's Major Assets.
 - 2.3. During the term of his engagement with the Company and for a period of twelve (12) months thereafter, Employee shall not: (i) directly or indirectly, solicit, hire or retain as an employee, consultant or otherwise, any employee or consultant of the Company or induce or attempt to induce any such employee or consultant to terminate or reduce the scope of his or her engagement with the Company; and/or (ii) directly or indirectly, solicit or induce, or attempt to solicit or induce, any consultant, service provider, agent, distributor, customer or supplier of the Company to terminate, reduce or modify the scope of his/its engagement with the Company.
3. **Ownership of Inventions.**
- 3.1. Employee will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during Employee's engagement with the Company (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the "Invention(s)") immediately upon discovery, receipt or invention as applicable. Delivery of the notice and

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the Invention shall be supplemented with a detailed description of the Invention and the relevant documents.

- 3.2. Employee agrees that all the Inventions are, upon creation, considered Inventions of the Company, shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all patents, copyrights, trade secrets and all other rights of any kind or nature, including moral rights, in connection with such Inventions. Employee hereby irrevocably and unconditionally assigns to the Company all the following with respect to any and all Inventions: (i) patents, patent applications, and patent rights, including any and all continuations or extensions thereof; (ii) rights associated with works of authorship, including copyrights and copyright applications, Moral Rights (as defined below) and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property including trademarks, service marks and applications therefor, trade names and packaging and all goodwill associated with the same; and (vi) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Inventions, even after termination of engagement on behalf of the Company. "**Moral Rights**" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.
- 3.3. Employee further agrees to perform, during and after his engagement with the Company, all acts deemed reasonably necessary or desirable by the Company to permit and assist it, in obtaining, maintaining, defending and enforcing the Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers, successors and agents, as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Employee. G.L.
P.L.
- 3.4. Employee shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration except as explicitly set forth in the employment agreement between Employee and the Company. Without limitation of the foregoing, Employee irrevocably confirms that the consideration explicitly set forth in such employment agreement is *in lieu* of any rights for compensation that may arise in connection with the Inventions under applicable law and he waives any demands and/or claims and/or rights in connection therewith, including without limitation, any right to receive or claim for royalties or other consideration with respect to any Invention, including, to the extent applicable, under Section 134 of the Israeli Patent Law - 1967. With respect to all of the above any, oral understanding, communication or

agreement not memorialized in writing and duly signed by the Company shall be void.

- 3.5. The Employee undertakes to indemnify the Company for any payment and/or expenses that the Company will incur as a result of the Employee's claims in contradiction of his undertaking under this Section 3.

4. **General.**

- 4.1. Employee represents that the performance of all the terms of this Undertaking and Employee's duties as an office holder of the Company does not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any former employer or other party (including, without limitation, any academic institution or any entity related thereto). Employee acknowledges that the Company is relying upon the truthfulness and accuracy of such representations in engaging with the Employee.
- 4.2. Employee acknowledges that the provisions of this Undertaking serve as an integral part of the terms of Employee's engagement with the Company and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof.
- 4.3. Employee recognizes and acknowledges that in the event of a breach or threatened breach of this Undertaking by Employee, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).
- 4.4. This Undertaking is governed by the laws of the State of Israel (excluding its conflict of law principles), and the competent courts/tribunals of Tel-Aviv-Jaffa shall have exclusive jurisdiction over any disputes arising hereunder. G.L.
- 4.5. If any provision of this Undertaking is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Undertaking and the remainder of this Undertaking shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Undertaking shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction. In addition, if any particular provision contained in this Undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law. P.L.
- 4.6. The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the relationship between the Company and Employee, for whatever reason. This Undertaking shall not serve in any manner so as to derogate from any of Employee's obligations and liabilities under any applicable law.

- 4.7. This Undertaking constitutes the entire agreement between Employee and the Company with respect to the subject matter hereof. No amendment of or waiver of, or modification of any obligation under this Undertaking will be enforceable unless set forth in a writing signed by both parties. No delay or failure to require performance of any provision of this Undertaking shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Undertaking as to any provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived. G.L.
- 4.8. This Undertaking, the rights of the Company hereunder, and the obligations of Employee hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Neither party may assign any of its rights or obligations under this Undertaking, except with the prior written consent of the other party hereto. R.L.

IN WITNESS WHEREOF, the undersigned, has executed this Undertaking as of the date first mentioned above.

Printed Name: _____

Signature: _____

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