

IN WITNESS WHEREOF, the parties hereto have caused this Series A Preferred Share Purchase Agreement to be duly executed on the day and year first above written:

THE COMPANY:

REPORTY HOMELAND SECURITY LTD.

By: _____

Title: _____

THE INVESTOR:

ERGO (E.B. 2014) LTD. (ON
BEHALF OF THE INVESTOR)

By: E. Barak
(E.B. 2014) Ltd.

Title: _____

THE FOUNDERS:

MR. AMIR ELICHAJ

MR. ALEXANDER DIZENGOFF

MR. YONI YITZON

MRS. LITAL LESHEM

[Series A Preferred Share Purchase Agreement - Signature page of Company, Founders and Investor]

IN WITNESS WHEREOF the parties have signed this Shareholders' Rights Agreement as of the date first hereinabove set forth.

THE COMPANY:

Reporty Homeland Security Ltd.

Name: _____

Title: _____

THE INVESTOR:

Ergo (E.B. 2014) Ltd. (on behalf of the Investor)

Name: E. BERGO
(E.B. 2014) Ltd.

Title: _____

[Signature Page to Shareholders' Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date above written.

REPORTY HOMELAND SECURITY LTD.

By: _____

Title: _____

Agreed and accepted:

ERGO (E.B. 2014) LTD.

(on behalf of the Investor)

By: E. Barak
ERGO
(E.B. 2014) LTD.

Title: _____

[Signature Page to Warrant]

[Signature Page to Option Grant]

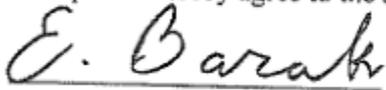
Sincerely yours,

Reporty Homeland Security Ltd.

We accept and hereby agree to the aforesaid:


E. (E.B. 2014) Ltd.
Ergo (E.B. 2014) Ltd.

I accept and hereby agree to the aforesaid:

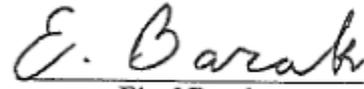

Mr. Ehud Barak

approval or other procedure is required, the Company undertakes to cause them to be done or adopted in a manner which will enable the Company to fulfill all its undertakings as aforesaid.

15. To extent the Company does not provide indemnification pursuant to Section 1 or fails to provide timely advances of legal expenses as set forth in Section 4, Indemnitee is entitled to an adjudication in a court of competent jurisdiction of his entitlement to such indemnification or such advancement. The Company shall advance Indemnitee reasonable legal expenses in connection with such adjudication in the manner set forth in Section 4.
16. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes and cancels all prior agreements, proposals, representations and communications between the parties regarding the subject matter hereof. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing and signed by the parties hereto.
17. Binding Effect; No Assignment. This Agreement shall be binding upon Indemnitee and the Company, their successors and assigns, and shall inure to the benefit of Indemnitee, his heirs, personal representatives and assigns and to the benefit of the Company, its successors and assigns. Indemnitee shall not assign or otherwise transfer his rights or obligations under this Agreement and any attempt to assign or transfer such rights or obligations shall be deemed null and void.
18. Governing Law; Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Israel, without regard to their rules of conflict of laws, and any dispute arising from or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Reporty Homeland
Security Ltd.


Ehud Barak

Name: _____
Title: _____