

FIXIFY LTD.

- and -

ADI HOD

LIRON PRESTELNIK

EREZ GLINANSKY

- and -

ANALYTIXINSIGHT INC.

SHARE PURCHASE AGREEMENT

November 24, 2016

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THIS SHARE PURCHASE AGREEMENT is made as of November 24, 2016.

BETWEEN:

FIXIFY LTD., a corporation governed by the laws of Israel,
(the “**Company**”)

- and -

ADI HOD, an individual residing in the city of [CITY REDACTED], **LIRON PRESTELNIK**, an individual residing in the city of [CITY REDACTED], and **EREZ GLINANSKY**, an individual residing in the city of [CITY REDACTED], Israel,

(each, a “**Shareholder**” and, collectively, the “**Shareholders**”)

- and -

ANALYTIXINSIGHT INC., a corporation governed by the laws of the Province of Ontario,

(the “**Purchaser**”)

RECITALS:

- A. The Company wishes to issue and sell to the Purchaser, and the Purchaser wishes to purchase from the Company, the Purchased Shares (as defined below).
- B. The Shareholders collectively own all of the issued and outstanding Ordinary Shares (as defined below).

THEREFORE the Parties (as defined below) agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

- (a) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “control” and any derivation of the above means the possession, directly or indirectly, of the power to

direct or significantly influence the management and policies/business or affairs of a Person whether through the ownership of voting securities or otherwise;

- (b) “**Agreement**” means this share purchase agreement, including all schedules, and all amendments or restatements, as permitted, and references to “Article” or “Section” mean the specified Article or Section of this Agreement;
- (c) “**Books and Records**” means books and records of the Company, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data, information and databases stored on computer-related or other electronic media;
- (d) “**Business Day**” means any day, other than a Saturday or Sunday, on which banks in Toronto, Ontario or Cambridge, Massachusetts are open for commercial banking business during normal banking hours;
- (e) “**Claims**” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, and all reasonable costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (f) “**Company’s Disclosure Letter**” means the disclosure letter of the Company dated as of the date of this Agreement attached as Schedule 1.1(f);
- (g) “**Company Break Fee**” has the meaning given to it in Section 9.5;
- (h) “**Company Indemnified Parties**” has the meaning given to it in Section 9.2(a);
- (i) “**Company Parties**” has the meaning given to it in Section 9.1(a);
- (j) “**Contracts**” means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Company is a party or by which the Company is bound or under which the Company, has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied) and includes quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;
- (k) “**Encumbrances**” means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;

- (l) “**Euclides**” means Euclides Technologies Inc. and its successors and assigns under the Euclides APA.
- (m) “**Euclides APA**” means the purchase agreement dated the date of this Agreement between Euclides, the Purchaser and the Shareholders, as amended from time to time.
- (n) “**Euclides Closing Date**” means the date, if any, on which the closing under the Euclides APA occurs.
- (o) “**Euclides Transaction**” means the purchase of certain assets of Euclides by the Purchaser pursuant to the Euclides APA.
- (p) “**Fixify Closing**” has the meaning given to it in Section 2.2;
- (q) “**Fixify Closing Time**” means the earlier of (i) the date agreed to among the Parties, or (ii) 90 days after the Euclides Closing Date;
- (r) “**Fixify Financial Statements**” means the unaudited balance sheet of the Company for the periods ended June 30, 2016 and December 31, 2015;
- (s) “**Fixify Management Agreement**” means the management agreement to be entered into at the Fixify Closing between the Company and the Purchaser;
- (t) “**Fixify Payment**” has the meaning given to it in Section 2.2;
- (u) “**Fixify Revenue Sharing Agreement**” means the revenue sharing agreement to be entered into at the Fixify Closing between the Company and the Purchaser;
- (v) “**Fixify Shareholders Agreement**” means the shareholders agreement to be entered into at the Fixify Closing among the Company, the Shareholders and the Purchaser, substantially in the form attached as Schedule 7.6(d)(1);
- (w) “**Governmental Authorities**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:
 - (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
 - (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;
- (x) “**Governmental Authorizations**” means authorizations, approvals, including any franchises, Orders, certificates, consents, directives, notices, licences, permits,

variances, registrations or other rights issued to or required by the Company prior to the Closing, as the case may be, by or from any Governmental Authority;

- (y) “**Indemnified Party**” has the meaning given to it in Section 9.3(a);
- (z) “**Indemnifying Party**” has the meaning given to it in Section 9.3(a);
- (aa) “**Information Technology**” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites for the Business, databases, telecommunications equipment and facilities;
- (bb) “**Israeli Companies Law**” means *Companies Law, 1999*;
- (cc) “**Laws**” means applicable laws (including common law and civil law), statutes, by-laws, rules, regulations, Orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgements, awards or requirements, in each case of any Governmental Authority;
- (dd) “**Material Adverse Effect**” means any change, effect or circumstance that, when considered either individually or in the aggregate together with all other adverse changes, effects or circumstances with respect to which such phrase is used in this Agreement, is materially adverse to, or could reasonably be expected to have a material adverse effect on, the financial condition or results of operations or prospects of the business carried on by the Company;
- (ee) “**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator;
- (ff) “**Ordinary Shares**” means the ordinary shares of the Company par value NIS 0.01 per ordinary share;
- (gg) “**Parties**” means the Company, the Shareholders and the Purchaser, collectively, and “**Party**” means any one of them;
- (hh) “**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (ii) “**Purchased Shares**” means an aggregate number of Ordinary Shares representing 20% of the number of issued and outstanding Ordinary Shares immediately prior to the Fixify Closing Time;
- (jj) “**Purchaser Break Fee**” has the meaning given to it in Section 9.5;
- (kk) “**Purchaser Indemnified Parties**” has the meaning given to it in Section 9.1(a);

- (ll) “**Share Purchase Transaction**” has the meaning given to it in Section 2.1; and
- (mm) “**Taxes**” includes taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect of such taxes, taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of the United States of America.
- (c) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- (d) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (e) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (f) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

- (h) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (i) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (j) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge

Any reference to the knowledge of any Party means to the best of the knowledge, information and belief of such Party after reviewing all relevant records of such Party and making due inquiries regarding the relevant matter of all relevant officers, directors and employees of such Party.

1.4 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties in connection with the subject matter of this Agreement, and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.5 Schedules

The schedules to this Agreement are an integral part of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the provisions of this Agreement, the Company shall sell and issue to the Purchaser, and the Purchaser shall purchase and acquire from the Company, the Purchased Shares, free and clear of all Encumbrances, for an aggregate purchase price equal to the Fixify Payment, payable by the Purchaser to the Company in accordance with Section 2.2 (the “**Share Purchase Transaction**”).

2.2 Payment of Purchase Price

At the Fixify Closing Time, the Purchaser shall pay to the Company US\$1,000,000 (the “**Fixify Payment**”) and the Company shall issue and deliver to the Purchaser the Purchased Shares (the “**Fixify Closing**”).

2.3 Closing

The Fixify Closing shall take place at the offices of Borden Ladner Gervais LLP located at 22 Adelaide Street West, Toronto, ON M5H 4E3, or at such other place or time as may be agreed upon by the Parties.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser the matters set out below and acknowledge that the Purchaser is relying on these representations and warranties in connection with its purchase of the Purchased Shares and that the Purchaser would not purchase the Purchased Shares without these representations and warranties.

3.1 Status of the Company

The Company is a corporation existing under the laws of Israel and has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations under this Agreement, to own or lease or dispose of its undertakings, property and assets and to carry on its business as presently conducted.

3.2 No Subsidiaries

The Company does not own, or have any interest in, any shares of any Person which carries on, in whole or in part, any business similar to or competitive with the business of the Company.

3.3 Authorized and Issued Capital of the Company

As of the date of this Agreement and immediately prior to the Fixify Closing, the Shareholders are the registered and beneficial owners of all the issued and outstanding shares of the Company. To

the Company's knowledge, there are no shareholders agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the acquisition, disposition or voting of any of the shares of the Company.

3.4 Options

Except as set out in the Company's Disclosure Letter, no Person is party to any Contract or has any right or privilege capable of becoming a Contract, for the purchase, subscription, allotment or issuance of any issued or un-issued shares or other securities of the Company, including convertible securities, warrants or convertible obligations of any nature.

3.5 Due Authorization and Enforceability of Obligations

The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, including the issuance of the Purchased Shares as fully paid and non-assessable ordinary shares in the capital of the Company, have been or shall be prior to the Fixify Closing duly authorized by all necessary corporate action on the part of the Company. This Agreement, the Fixify Management Agreement the Fixify Revenue Sharing Agreement and the Fixify Shareholders Agreement each constitute a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.6 Absence of Conflicts

The Company is not a party to, bound or affected by or subject to any:

- (a) Contract;
- (b) its Articles of Association; or
- (c) Laws or Governmental Authorizations,

that would be violated, breached by, or under which default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement. There has been no sale, assignment, or granting of any rights in or other disposition of or in respect of any of the Purchased Shares or any part of the Purchased Shares or any granting of any Contract or right capable of becoming an agreement or option for the purchase, assignment, or granting of any rights in or other disposition of any of the Purchased Shares or any part of the Purchased Shares other than pursuant to the provisions of, or as disclosed in, this Agreement.

3.7 Regulatory Approvals

Except as set out in the Company's Disclosure Letter, no approval, Order, consent of or filing with any Governmental Authority is required on the part of the Company, in connection with the

execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the Company's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement.

3.8 Fixify Financial Statements

The Fixify Financial Statements present fairly all of the assets, liabilities and financial position of the Business as at June 30, 2016 and December 31, 2015, as applicable.

3.9 Absence of Undisclosed Liabilities

The Company has not incurred any liabilities or obligations (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except (a) as disclosed in the Fixify Financial Statements, (b) as set out in Section 3.9 of the Company's Disclosure Letter, or (c) as incurred in the ordinary course of business, consistent with past practice.

3.10 Business in Compliance with Law

To the knowledge of the Company, the operations of the Company's business have been and are now conducted in compliance with all Laws of each jurisdiction the Laws of which have been and are now applicable to the Company except for non-compliance which does not have a Material Adverse Effect, and the Company has not received any notice of any alleged violation of any such Laws. Other than as set out in Section 3.10 of the Company's Disclosure Letter, there are no, and there have not during the last five years been any, adverse or negative past performance evaluations or ratings by any Governmental Authority which have been communicated to the Company.

3.11 Books and Records

Copies of the Books and Records have been delivered or made available to the Purchaser. Such Books and Records fairly and correctly set out and disclose in all material respects the financial position of the Company and all material financial transactions relating to the Company have been accurately recorded in such Books and Records. Books and Records stored on computer-related or other electronic media are appropriately organized and indexed and no data conversions, translations or technology upgrades are required before such data can be accessed, read, searched and used by the Company's current Information Technology.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each of the Shareholders, severally but not jointly, represents and warrants to the Purchaser as of the date of the Closing at which such Purchaser is purchasing Purchased Shares as follows:

4.1 Conflicting Agreements

To the knowledge of the Shareholder, such Shareholder is not, as a direct result of the Shareholder's relationship with the Company, in violation of (i) any fiduciary or confidential relationship to a third party, (ii) any term of any contract or covenant (either with the Company or with another

entity) relating to employment, patents, assignment of inventions, confidentiality, proprietary information disclosure, non-competition or non-solicitation, or (iii) any other contract or agreement, or any judgment, decree or order of any court or administrative agency binding on the Shareholder and relating to or affecting the right of such Shareholder to be employed by or serve as a director or consultant to the Company. The execution and delivery of this Agreement, nor such Shareholder's carrying on the Company's business as a director, officer, consultant or key employee of the Company, does not conflict with any other relationship, term, contract, agreement, judgment, decree or order.

4.2 Enforceability of Obligations

This Agreement constitutes, and each other agreement to be executed and delivered by such Shareholder in connection with the Fixify Closing will constitute, when so executed and delivered, a valid and binding obligation of such Shareholder enforceable against him in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 Litigation

There is no action, suit or proceeding, or governmental inquiry or investigation, pending or, to such Shareholder's knowledge, threatened against such Shareholder, that would result in a Material Adverse Effect.

4.4 Shareholder Agreements

There are no shareholders agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the acquisition, disposition or the voting of any of the Ordinary Shares.

4.5 Prior Legal Matters

Such Shareholder has not been (a) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (b) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (c) subject to any order, judgment, or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in the Company's business or acting as an officer or director of a public company; or (d) found by a court of competent jurisdiction in a civil action to have violated any federal or state securities, commodities or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company and the Shareholders the matters set out below and acknowledges that the Company and the Shareholders are relying on these representations and warranties in connection with the sale to the Purchaser of the Purchased Shares.

5.1 Status of the Purchaser

The Purchaser is a corporation existing under the laws of Ontario.

5.2 Due Authorization and Enforceability of Obligations

The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Purchaser. This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3 Absence of Conflicts

The Purchaser is not a party to, bound or affected by or subject to any:

- (b) indenture, mortgage, lease, agreement, obligation or instrument;
- (c) charter or by-law provision; or
- (d) Laws or Governmental Authorizations,

that would be violated, breached by, or under which any default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

5.4 No Broker

The Purchaser has carried on all negotiations relating to this Agreement and the transactions contemplated in this Agreement directly and without the intervention on its behalf of any other party in such manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment.

5.5 Non-Waiver

No investigations made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the Company or the Shareholders in or pursuant to this Agreement. No waiver of any condition or other provisions, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.6 Nature and Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall survive:

- (a) the Closing; and
- (b) the payment of the consideration for the Purchased Shares,

in each case, for the same period of time during which an obligation to indemnify exists pursuant to Section 9.1(b) or 9.2(b).

ARTICLE 6 PURCHASER'S CONDITIONS PRECEDENT

The obligation of the Purchaser to complete the purchase of the Purchased Shares under this Agreement is subject to the satisfaction of, or compliance with, at or before, the Fixify Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and the fulfillment of which may be waived by it in whole or in part).

6.1 Truth and Accuracy of Representations of Company and Shareholders

All of the representations and warranties of the Company and each Shareholder made in this Agreement shall be true and correct at the Fixify Closing Time with the same effect as if made at and as of the Fixify Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement).

6.2 Performance of Obligations

The Company and each Shareholder shall have performed or complied with, in all respects, all of his or its obligations, covenants and agreements to be performed or complied with as of the Fixify Closing Time under this Agreement.

6.3 No Proceedings

There shall be no Order issued delaying, restricting or preventing, and no pending or threatened claim or judicial or administrative proceeding, or investigation against the Company or any Shareholder by any Person, for the purpose of enjoining, delaying, restricting or preventing, the consummation of the transactions contemplated in this Agreement.

6.4 No Material Adverse Effect

There shall have been no Material Adverse Effect since the date of this Agreement.

6.5 Consents, Authorizations and Registrations

All consents, approvals, Orders and authorizations of any Person (and registrations, declarations, filings or recordings with any Governmental Authority), required to be obtained by the Company prior to the Fixify Closing, as applicable, in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement or the Fixify Closing, as applicable, shall have been obtained at or before the Fixify Closing on terms acceptable to the Purchaser, acting reasonably.

6.6 Completion of the Euclides Transaction

The Euclides Closing Date has occurred and ninety days (or such fewer number of days as may be agreed to between the Purchaser, the Company and the Shareholders) have elapsed since the Euclides Closing Date.

6.7 Receipt of Closing Documentation at the Fixify Closing Time

At the Fixify Closing Time, the Company and each Shareholder, as applicable, shall deliver to the Purchaser the following:

- (a) a certificate of status or equivalent of the Company;
- (b) a certificate of a senior officer of the Company certifying the constating documents of the Company; the resolutions of the board of directors and shareholders of the Company authorizing the execution, delivery and performance of this Agreement, the Fixify Revenue Sharing Agreement, the Fixify Management Agreement and the Fixify Shareholders Agreement; and the incumbency of the officers of the Company executing this Agreement, the Fixify Revenue Sharing Agreement, the Fixify Management Agreement and the Fixify Shareholders Agreement;
- (c) a certificate from the Company and each Shareholder certifying the truth and correctness of its representations and warranties as of the Fixify Closing Time;
- (d) the Fixify Shareholder Agreement, duly executed by the Company and each Shareholder;

- (e) the Fixify Management Agreement, duly executed by the Company;
- (f) the Fixify Revenue Sharing Agreement, duly executed by the Company;
- (g) executed waivers from each Shareholder waiving such Shareholder's pre-emptive right under Section 290A of Israeli Companies Law;
- (h) an opinion dated the date of the Fixify Closing from counsel for the Company, SRK Law Offices of Rehovot Israel, addressed to the Purchaser in respect of: (i) corporate power and authority of the Company to issue the Purchased Shares; and (ii) the valid issuance of the Purchased Shares to the Purchaser; and
- (i) a certificate representing the Purchased Shares registered in the name of the Purchaser or as the Purchaser may direct.

The Purchaser may waive compliance with any of the above conditions in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

ARTICLE 7 COMPANY'S CONDITIONS PRECEDENT

The obligation of the Company to complete the sale of the Purchased Shares under this Agreement is subject to the satisfaction of, or compliance with, at or before, the Fixify Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Company and the fulfillment of which may be waived by it in whole or in part).

7.1 Truth and Accuracy of Representations of the Purchaser at Closing Time

All of the representations and warranties of the Purchaser made in this Agreement shall be true and correct at the Fixify Closing Time and with the same effect as if made at and as of the Fixify Closing Time, as applicable (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement).

7.2 Performance of Obligations

The Purchaser shall have performed or complied with, in all respects, all of its obligations, covenants and agreements to be performed or complied with as of the Fixify Closing Time, as applicable, under this Agreement.

7.3 Receipt of Closing Documentation at Fixify Closing Time

At the Fixify Closing Time, the Purchaser shall cause to be delivered to the Company the following:

- (b) in respect of the Purchaser:

- (i) a certificate of status; and
- (ii) a certificate of a senior officer certifying the constating documents of the Purchaser; the existence or non-existence of unanimous shareholders' agreements and voting trust arrangements in respect of the Purchaser; the resolutions of the board of directors of the Purchaser authorizing the execution, delivery and performance of this Agreement the Fixify Revenue Sharing Agreement, the Fixify Management Agreement and the Fixify Shareholders Agreement; and the incumbency of the officers of the Company executing this Agreement, Fixify Revenue Sharing Agreement, the Fixify Management Agreement and the Fixify Shareholders Agreement;
- (c) a certificate from the Purchaser certifying the truth and correctness of its representations and warranties as of the Fixify Closing Time;
- (d) the Fixify Payment;
- (e) the Fixify Shareholder Agreement, duly executed by the Purchaser;
- (f) the Fixify Management Agreement, duly executed by the Purchaser; and
- (g) the Fixify Revenue Sharing Agreement, duly executed by the Purchaser.

The Company and/or the Shareholders, as applicable, may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition in whole or in part or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

7.4 Completion of the Euclides Transaction

The Euclides Closing Date has occurred and ninety days (or such fewer number of days as may be agreed to between the Purchaser, the Company and the Shareholders) have elapsed since the Euclides Closing Date.

ARTICLE 8 OTHER COVENANTS OF THE PARTIES

8.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Fixify Closing Time, the Company shall:

- (a) **Conduct Business in the Ordinary Course** – except as otherwise contemplated or permitted by this Agreement, the Company shall conduct its business in the ordinary course, consistent with past practice and regular customer service and business policies and not, without the prior written consent of the Purchaser, enter into any transaction which, if effected before the date of this Agreement, would

constitute a breach of the representations, warranties or agreements of the Company contained in this Agreement;

- (b) **Comply with Laws** – the Company shall comply with all Laws affecting its business;
- (c) **Advise of Changes** – the Company shall promptly advise the Purchaser orally and, if then requested, in writing: (i) of any fact or any change in the business, operations, affairs, assets, liabilities, financial condition or prospects of the Company that could have a Material Adverse Effect, and (ii) of any breach by it of any covenant or agreement contained in this Agreement; and
- (d) **No Dividends** – the Company shall not issue any Ordinary Shares or any other securities convertible or exchangeable for or exercisable to acquire any Ordinary Shares and the Company shall not, declare or pay any dividends or distributions on any class of its shares.

8.2 Confidentiality

- (a) The Purchaser shall keep confidential all information disclosed to it by the Company, the Shareholders or their respective agents relating to the Company or the Purchased Shares, except information which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Purchaser;
 - (iii) the Purchaser is required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority, provided that, the Purchaser shall provide the Company and the Shareholders reasonable advanced written notice thereof to enable them to seek a protective order or otherwise prevent such disclosure;
 - (iv) can be demonstrated by written documentation to have been known or available to the Purchaser without confidentiality restrictions or independently developed by the Purchaser without use of or reference to the confidential information;
 - (v) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
 - (vi) is released from the provisions of this Agreement by the written authorization of both the Company and the Shareholders.

Such information is confidential and proprietary to the Company and the Shareholders, and the Purchaser shall only disclose such information to those of its

employees and representatives of its advisors who need to know such information for the purposes of evaluating and implementing the transactions contemplated in this Agreement. If this Agreement is terminated without completion of the transactions contemplated in this Agreement, the Purchaser shall promptly return all documents, work papers and other written material (including all copies) obtained from the Company and the Shareholders in connection with this Agreement, and shall continue to maintain the confidence of all such information.

- (b) The Company and the Shareholders shall keep confidential all information disclosed to it by the Purchaser or its respective agents relating to the Purchaser, except information which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Company or the Shareholders;
 - (iii) the Company or any Shareholder is required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority;
 - (iv) can be demonstrated by written documentation to have been known or available to the Company or any Shareholder without confidentiality restrictions or independently developed by the Company or any Shareholder without use of or reference to the confidential information;
 - (v) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
 - (vi) is released from the provisions of this Agreement by the written authorization of Purchaser.

8.3 Actions to Satisfy Closing Conditions

Each of the Parties shall take all such actions as are within its power to control, and use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 7, Article 8, and Article 10 which are for the benefit of any other Party.

8.4 Submission to Jurisdiction

- (b) Each Party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in such Ontario courts. The Parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or relating to this

Agreement in the Ontario Courts sitting in Toronto, including the objection that the proceedings have been brought in an inconvenient forum.

- (c) A final judgment in any such action, application or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification by the Company and the Shareholders

- (a) The Company and the Shareholders (collectively referred to as the “**Company Parties**”) shall jointly and severally indemnify and save harmless the Purchaser, its directors, officers, agents, consultants, employees and shareholders (collectively referred to as the “**Purchaser Indemnified Parties**”) from and against all Claims, whether or not arising due to third party Claims, which may be made or brought against the Purchaser Indemnified Parties, or which they may suffer or incur, directly or indirectly, as a result of or in connection with or relating to:
 - (i) any non-fulfilment or breach of any covenant or agreement on the part of the Company or the Shareholders contained in this Agreement or in any certificate or other document furnished by or on behalf of the Company or the Shareholders, as applicable, pursuant to this Agreement; and
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Company or the Shareholders contained in this Agreement or in any certificate or other document furnished by or on behalf of the Company or the Shareholders pursuant to this Agreement, disregarding for the purpose of this Section 9.1(a)(ii), any knowledge, materiality or Material Adverse Effect qualification contained in any such representation or warranty.
- (b) The Company Parties’ obligations under Section 9.1(a) shall be subject to the following limitations:
 - (i) subject to Section 9.1(b)(ii), the obligations of the Company Parties under Section 9.1(a)(ii) shall terminate on the date that is three years from the Closing Date except with respect to *bona fide* Claims by Purchaser Indemnified Parties set forth in written notices given by a Purchaser Indemnified Party to the Company Parties prior to such date;
 - (ii) the obligations of the Company Parties under Section 9.1(a) with respect to:
 - (A) any Claims under Section 9.1(a)(i);

- (B) any Claims based on intentional misrepresentation or fraud by the Company Parties or any Person acting for or on behalf of any Company Party;

shall terminate on the date which is the last day of the ultimate limitation period.

9.2 Indemnification by the Purchaser

- (a) The Purchaser shall indemnify and save harmless the Company, its directors, officers, employees, agents and the Shareholders (collectively referred to as the “**Company Indemnified Parties**”) from and against all Claims, whether or not arising due to third party Claims, which may be made or brought against the Company Indemnified Parties, or which they may suffer or incur, directly or indirectly as a result of or in connection with or relating to:
 - (i) any non-fulfilment or breach of any covenant or agreement on the part of the Purchaser contained in this Agreement or in any certificate or other document furnished by or on behalf of the Purchaser pursuant to this Agreement;
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement or in any certificate or other document furnished by or on behalf of the Purchaser pursuant to this Agreement.
- (b) The Purchaser’s obligations under Section 9.2(a) shall be subject to the following limitations:
 - (i) the obligations of the Purchaser under Section 9.2(a)(ii) shall terminate on the date that is three years after the Closing Date except with respect to *bona fide* Claims by Company Indemnified Parties set forth in written notices given by a Company Indemnified Party to the Purchaser prior to such date; and
 - (ii) the Purchaser shall have no obligation to indemnify with respect to matters of which the Company or the Shareholders were aware at the time of Closing.

9.3 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a third party with respect to which indemnification is sought, the Party seeking indemnification (the “**Indemnified Party**”) shall give prompt notice, and in any event within 20 days, to the other Party (the “**Indemnifying Party**”) of any such Claims made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to

the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defence.

- (b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 30 days after receipt of the notice described in Section 9.3(a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 9.3(b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including, if necessary, employment of counsel and experts reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld.
- (d) The final determination of any Claim pursuant to this Section, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Party.
- (e) If the Indemnifying Party does not assume control of a Claim as permitted in Section 9.3(b), the obligation of the Indemnifying Party to indemnify the Indemnified Party in respect of such Claim shall terminate if the Indemnified Party settles such Claim without the consent of the Indemnifying Party.

9.4 Obligation to Reimburse

If the Purchaser Indemnified Parties or the Company Indemnified Parties is subject to Tax in respect of the receipt of an amount pursuant to this Article 9, after taking into account any offsetting deduction or tax credit available in respect of the applicable Losses, then the amount payable by the Company Parties or the Purchaser, as the case may be, will be increased by an amount such that the Party being indemnified will be in the same position after paying Tax on the amount received hereunder, including any Taxes payable on the such amount, as the Party would have been in had the Claims giving rise to that payment not arisen and had that amount not been payable.

9.5 Break Fee

- (a) Notwithstanding anything in this Agreement to the contrary, in the event that either (i) (x) the conditions precedent in Sections 6 and 7 of the Euclides APA are satisfied or waived, (y) the parties to the Euclides APA other than the Purchaser are then willing to consummate the closing under the Euclides APA, but (z) the Purchaser fails at such time to consummate the closing under the Euclides APA, for any or no reason; or (ii) (x) the conditions precedent in Sections 6 and 7 of this Agreement are satisfied or waived, (y) the Company and the Shareholders are then willing to complete the sale of the Purchased Shares under this Agreement, but (z) the Purchaser fails at such time to purchase the Purchased Shares, for any or no reason, the Purchaser shall within five business days pay to the Company a break fee in the amount of \$100,000 (the “**Purchaser Break Fee**”). The obligation to pay the Purchaser Break Fee shall not relieve the Purchaser of its obligation to indemnify the Company or the Shareholders for any Claim the Company or the Shareholders may have against the Purchaser by reason of its failure to complete the purchase of the Purchased Shares, provided that the Purchaser Break Fee once paid by the Purchaser to the Company will be deducted from any Claim the Company or the Shareholders may have against the Purchaser for its failure to complete the purchase of the Purchased Shares.
- (b) Notwithstanding anything in this Agreement to the contrary, in the event that either (i) (x) the conditions precedent in Sections 6 and 7 of the Euclides APA are satisfied or waived, (y) the parties to the Euclides APA other than Euclides or any of the Shareholders, as the case may be, are then willing to consummate the closing under the Euclides APA, but (z) Euclides or such Shareholder fails at such time to consummate the closing under the Euclides APA, for any or no reason; or (ii) (x) the conditions precedent in Sections 6 and 7 of this Agreement are satisfied or waived, (y) the Purchaser is then willing to purchase the Purchased Shares under this Agreement, but (z) the Company or any Shareholder, as the case may be, fails at such time to complete the sale of the Purchased Shares, for any or no reason, the Company shall within five business days pay to the Purchaser a break fee in the amount of \$100,000 (the “**Company Break Fee**”). The obligation to pay the Company Break Fee shall not relieve the Company or any Shareholder of his or its obligation to indemnify the Purchaser for any Claim the Purchaser may have against the Company or any Shareholder by reason of his or its failure to complete the sale of the Purchased Shares, provided that the Company Break Fee once paid by the Company to the Purchaser will be deducted from any Claim the Purchaser may have against the Company or any Shareholder for the failure to complete the sale of the Purchased Shares.

9.6 Exclusive Remedy

The rights of indemnity set forth in this Article 9 are the sole and exclusive remedy of each Party in respect of any misrepresentation, incorrectness in or breach of any representation or warranty, or breach of covenant, by the other Party under this Agreement but are not, for clarity, the sole and

exclusive remedy under any instruments or documents delivered pursuant to this Agreement. Accordingly, the Parties waive, from and after the Closing, any and all rights, remedies and claims that one Party may have against the other, whether at law, under any statute or in equity (including but not limited to claims for contribution or other rights of recovery arising under any claims for breach of contract, breach of representation and warranty, negligent misrepresentation and all claims for breach of duty), or otherwise, directly or indirectly, relating to the provisions of this Agreement or the transactions contemplated by this Agreement other than as expressly provided for in this Article 9, other than those arising with respect to any fraud or wilful misconduct and other than those provided for in other documents or instruments delivered pursuant to this Agreement. The Parties agree that if a Claim for indemnification is made by one Party in accordance with Section 9.1(a) or Section 9.2(a) as the case may be, and there has been a refusal by the other Party to make payment or otherwise provide satisfaction in respect of such Claim, then a legal proceeding is the appropriate means to seek a remedy for such refusal. This Article 9 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants under this Agreement or under any Closing document or by any termination or rescission of this Agreement by any Party.

9.7 Trustee and Agent

Each Party acknowledges that the other Party is acting as trustee and agent for the remaining Purchaser Indemnified Parties or Company Indemnified Parties, as the case may be, on whose behalf and for whose benefit the indemnity in Section 9.1 or Section 9.2, as the case may be, is provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be parties to this Agreement. Each Party agrees that the other Party may enforce the indemnity for and on behalf of such remaining Indemnified Parties and, in such event, the Party from whom indemnification is sought will not in any proceeding to enforce the indemnity by or on behalf of such remaining Indemnified Parties assert any defence thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

ARTICLE 10 GENERAL

10.1 Public Notices

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement and no Party shall act in this regard without the prior approval of the other, such approval not to be unreasonably withheld, unless such disclosure is required to meet timely disclosure obligations of any Party under Laws or stock exchange rules in circumstances where prior consultation with the other Party is not practicable and a copy of such disclosure is provided to the other Party at such time as it is made to the regulatory authority.

10.2 Expenses

Except as otherwise provided in this Agreement each of the Company and the Purchaser shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

10.3 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

- (a) in the case of a Notice to the Company or the Shareholders, addressed to such Party at the address specified opposite such Party’s signature on the signature page hereto,

with in each case copies (not constituting notice) to:

Gennari Aronson, LLP
300 1st Avenue, Suite 102
Needham, MA USA 02494

Attention: **[NAME REDACTED]**

E-mail: **[EMAIL REDACTED]**
and

SRK Law Offices
Oppenheimer 7
Rabin Science Park
Rehovet, Israel

Attention: **[NAME REDACTED]**

Email: **[EMAIL REDACTED]**

- (b) in the case of a Notice to the Purchaser at:

AnalytixInsight Inc.
65 Queen Street East, 8th floor
Toronto, ON M5H 2M5

Attention: **[NAME REDACTED]**
E-mail: **[EMAIL REDACTED]**

with a copy (not constituting notice) to:

Borden Ladner Gervais LLP
Bay Adelaide Centre – East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3

Attention: [NAME REDACTED]
Fax: [FAX REDACTED]
E-mail: [EMAIL REDACTED]

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

10.4 Assignment

The Purchaser shall be entitled, upon giving notice to the Company and the Shareholders at any time not less than 10 days prior to the Fixify Closing, to assign all of its rights and obligations under this Agreement to any Affiliate of the Purchaser. In such case, such assignee shall have and may exercise all the rights, and shall assume all of the obligations, of the Purchaser under this Agreement, except that such assignment shall not release the Purchaser from liability for its obligations under this Agreement. Except for such permitted assignment, no party may assign this Agreement or any of the benefits, rights or obligations under this Agreement without the prior written consent of each of the other Parties.

10.5 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

10.6 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

10.7 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Fixify Closing Time.

10.8 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles together constitute one and the same agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

TOR01: 6541688: v4

IN WITNESS OF WHICH the Parties have executed this Agreement.

Notice Address:

FIXIFY LTD

(notice information redacted)

FIXIFY LTD.

By: *(signed) Liron Prestelnik*

Liron Prestelnik

Founder

Attention:

Email:

By: *(signed) Adi Hod*

Adi Hod

Founder

Adi Hod

(notice information redacted)

(signed) Adi Hod

Adi Hod

Notice Address:

Liron Prestelnik

(notice information redacted)

(signed) Liron Prestelnik

Liron Prestelnik

Notice Address:

Erez Glinansky

(notice information redacted)

(signed) Erez Glinansky

Erez Glinansky

ANALYTIXINSIGHT INC.

By: *(signed) Prakash Hariharan*

Prakash Hariharan

Chief Executive Officer

SCHEDULE 1.1(f)
Company's Disclosure Letter

Company's Disclosure Letter

Share Purchase Agreement

November 24, 2016

This Company's Disclosure Letter (this "**Letter**") is delivered by Fixify Ltd., a corporation governed by the laws of Israel (the "**Company**"), in accordance with the provisions of Article 3 of the Share Purchase Agreement dated as of November 24, 2016, by and among Adi Hod, an individual residing in the city of [CITY REDACTED], Liron Prestenik, an individual residing in the city of [CITY REDACTED], Erez Glinansky, an individual residing in the city of [CITY REDACTED] (each, a "**Shareholder**" and, collectively, the "**Shareholders**"), AnalytixInsight, Inc., an Ontario corporation (the "**Purchaser**"), and the Company, to which this Letter is attached (the "**Agreement**"). This Letter and the information, descriptions and disclosures included herein are intended only to modify, qualify and limit the representations, warranties and covenants contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties or covenants. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The individual sections comprising this Letter are qualified in their entirety by reference to the corresponding, specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties except as and to the extent provided in the Agreement. For purposes of this Letter, information disclosed in any numbered or lettered part of this Letter shall be deemed to relate to and to qualify the particular provision set forth in the corresponding numbered or lettered section of the Agreement. Certain information set forth in this Letter may be included solely for informational purposes and may not be required to be disclosed pursuant to the Agreement. The inclusion of any information in this Letter is not an admission or acknowledgment, in and of itself, that such information is required by the terms of the Agreement to be disclosed, meets a particular dollar threshold, is material, has had, or would be reasonably expected to have, a material adverse effect, is outside the ordinary course of business or is inconsistent with the Company's past practice. The reference to or listing, description, disclosure or other inclusion of any item or other matter, including, without limitation, any change, violation, breach, debt, obligation or liability, in this Letter shall not be construed, in and of itself, as an admission or suggestion that such item or matter constitutes a violation of, breach or default under, any contract, agreement or lease. No disclosure in this Letter relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Any descriptions of agreements herein are summaries only and are qualified in their entirety by the specific terms of such agreements.

Section 3.4 **Options**

Shareholders of an Israeli company are entitled to a pre-emptive right, pursuant to the Israeli Companies Law.

Section 3.7
Regulatory Approvals

Post-closing filings are required with the Israeli Registrar of Companies, *i.e.*, the Company is required to file a Share Issuance Notice with the Israeli Registrar of Companies setting forth the number of shares issued and the name and address of the party to whom the shares have been issued.

Section 3.9
Absence of Undisclosed Liabilities

The unaudited balance sheet as of June 30, 2016, set forth in the Fixify Financial Statements initially provided to Purchaser, has been updated to correct the amounts of certain expenses of the Company prepaid by Euclides Technologies, Ltd. and its managers, listed as a current liability of the Company, and copies of such updated Fixify Financial Statements have been provided to Purchaser.

SCHEDULE 7.6(D)(1)
Shareholders Agreement

STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT (this “**Agreement**”), is made as of the [] day of _____, 201__ by and among Fixify Ltd., a corporation organized under the laws of the State of Israel (the “**Company**”), the investor listed on Schedule A (the “**Investor**”) and the Key Holders listed on Schedule B, (the Key Holders and the Investor collectively the “**Stockholders**” and each a “**Stockholder**”).

WHEREAS, the Company, the Investor and the Key Holders, being the only holders of stock in the capital of the Company, are parties to the Share Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which the Investor has agreed to purchase 22,500 Ordinary Shares of the Company (the “**Investor Shares**”);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Terms not otherwise defined herein shall have the following meanings:

1.1 “**Acceptance Notice**” means written notice from a Stockholder notifying the Company and the Selling Stockholder of the number of shares of the Transfer Stock for which such person intends to exercise its Right of First Refusal.

1.2 “**Affiliate**” means, with respect to any specified Stockholder, any other individual or entity who directly or indirectly, has the power to direct or cause the direction of the management and policies of the individual or entity, directly or indirectly, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

1.3 “**Articles of the Company**” means the then-current version of the articles of association of the Company.

1.4 “**Business**” means the business of the Company in the field of workforce management software solutions.

1.5 “**Canadian Securities Laws**” means, collectively, all applicable securities laws of each of the provinces and territories of Canada and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the provinces and territories of Canada.

1.6 “**Capital Stock**” means (a) the Ordinary Shares of the Company (whether now outstanding or hereafter issued in any context), and (b) Ordinary Shares issued or issuable upon exercise or conversion, as applicable, of Derivative Securities, in each case now owned or subsequently acquired by any Key Holder, the Investor, or their respective successors or Permitted Transferees or assigns.

1.7 “**Change of Control**” means (i) a Reorganization; or (ii) a Sale of the Company, in each case unless immediately following such Reorganization or Sale of the

Company: (A) more than 50% of the total voting power of (x) the corporation resulting from such Reorganization or the corporation which has acquired all or substantially all of the assets of the Company (in either case, the “**Surviving Corporation**”), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of 100% of the voting securities eligible to elect directors of the Surviving Corporation (the “**Parent Corporation**”), is represented by the voting securities of the Company that were outstanding immediately prior to such Reorganization or Sale of the Company (or, if applicable, is represented by shares into which such voting securities of the Company were converted pursuant to such Reorganization or Sale of the Company), and (B) such voting power among the holders thereof is in substantially the same proportion as the voting power of such voting securities of the Company among the holders thereof immediately prior to the Reorganization or Sale of the Company.

1.8 “**Competitor**” shall mean an entity that directly or indirectly competes with the Company in the Business.

1.9 “**Derivative Securities**” means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Ordinary Shares.

1.10 “**Exempted Securities**” means:

(a) Ordinary Shares or Derivative Securities issued by reason of a dividend, share split, split-up or other distribution on Ordinary Shares;

(b) Ordinary Shares or options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Company;

(c) Ordinary Shares or Derivative Securities actually issued upon the exercise of options or Ordinary Shares actually issued upon the conversion or exchange of Derivative Securities, in each case provided such issuance is pursuant to the terms of such Option or Derivative Security;

(d) Ordinary Shares or Derivative Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Company;

(e) Ordinary Shares or Derivative Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Company;

(f) Ordinary Shares or Derivative Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors of the Company; or

(g) Ordinary Shares or Derivative Securities issued in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Company.

1.11 “**Investor**” means the entity named on Schedule A hereto.

1.12 “**Key Holders**” means the persons named on Schedule B hereto.

1.13 “**New Securities**” means securities which are not: (i) Exempted Securities; or (ii) securities, including for greater certainty any Derivative Securities, issued or offered in connection with a Public Offering.

1.14 “**Ordinary Shares**” means ordinary shares of the Company, par value NIS 0.01 per share.

1.15 “**Person**” means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

1.16 “**Proposed Transfer**” means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any Stockholder.

1.17 “**Proposed Transfer Notice**” means written notice from a Selling Stockholder setting forth the terms and conditions of a Proposed Transfer.

1.18 “**Prospective Transferee**” means any person to whom a Selling Stockholder proposes to make a Proposed Transfer.

1.19 “**Public Offering**” means the sale of any securities of the Company to the public in an offering pursuant to an effective registration statement or prospectus under the U.S. Securities Act, as amended, the Canadian Securities Laws, or the Israeli Securities Act.

1.20 “**Reorganization**” means the consummation of a reorganization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company that requires the approval of the Company’s stockholders, whether for such transaction or the issuance of securities in the transaction.

1.21 “**Right of Co-Sale**” means the right, but not an obligation, of a Stockholder to participate in a Proposed Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.22 “**Right of First Refusal**” means the right, but not an obligation, of each Stockholder to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by the Stockholders) of any Transfer Stock on the terms and conditions specified in the Proposed Transfer Notice.

1.23 “**Sale of the Company**” means the sale, conveyance or other disposition of all or substantially all of the Company’s assets to an entity that is not an Affiliate of the Company and shall include the granting of an exclusive license of all or substantially all of the Company’s intellectual property.

1.24 “**Selling Stockholder**” shall have the meaning ascribed thereto in Subsection 3.2.

1.25 “**Transfer Stock**” means shares of Capital Stock owned by a Stockholder, which the Stockholder is proposing to transfer on the terms and conditions specified in the Proposed Transfer Notice .

1.26 “**U.S. Securities Act**” means the United States Securities Act of 1933 as amended, and the rules and regulations made under the United States Securities Act of 1933, as amended.

2. Information Rights.

2.1 Delivery of Financial Statements. For so long as a Stockholder’s shareholding in the Company constitutes at least three percent (3%) of the issued and outstanding shares of the Company, the Company shall deliver to the Stockholder:

(a) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders’ equity as of the end of such year, all such financial statements audited and certified by independent public accountants of regionally recognized standing selected by the Company;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of stockholders’ equity as of the end of such fiscal quarter, all prepared in accordance with IFRS (except that such financial statements may (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with IFRS);

(c) as soon as practicable, but in any event thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year (collectively, the “**Budget**”), prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company; and

(d) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as the Stockholder may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Subsection 2.1 to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality

agreement, in a form acceptable to the Company); or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(e) If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

(f) Notwithstanding anything else in this Subsection 2.1 to the contrary, the Company may cease providing the information set forth in this Subsection 2.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a document in connection with a Public Offering if it reasonably concludes it must do so to comply with the regulatory rules applicable to such document and related offering; provided that the Company's covenants under this Subsection 2.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such document to become effective.

2.2 Inspection. For so long as a Stockholder's shareholding in the Company constitutes at least three percent (3%) of the issued and outstanding shares of the Company, the Company shall permit the Stockholder (provided that the Board of Directors has not reasonably determined that the Stockholder is a Competitor of the Company), and subject to standard confidentiality undertakings, at the Stockholder's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Stockholder; provided, however, that the Company shall not be obligated pursuant to this Subsection 2.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3. Agreement Among the Company and the Stockholders.

3.1 No Sale. Until the earlier of (i) a Public Offering, (ii) a Reorganization or Sale of the Company, or (iii) the expiration of twelve (12) months from the date hereof (the "**No Sale Period**"), none of the Key Holders shall be allowed to complete a Proposed Transfer of any or all of their Transfer Stock, excluding Proposed Transfers to Permitted Transferees (as defined in Subsection 4.1 below).

3.2 Right of First Refusal.

(a) Grant. Subject to the terms of Section 4 below, each Stockholder hereby unconditionally and irrevocably grants to each of the other Stockholders a Right of First Refusal to purchase all or any portion of Transfer Stock that such Stockholder may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Stockholder proposing to make a Proposed Transfer (the "**Selling Stockholder**") must deliver a Proposed Transfer Notice to the Company not later

than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer, the quantity of Transfer Stock, the identity of the Prospective Transferee and the intended date of the Proposed Transfer. The Company shall deliver the Proposed Transfer Notice to each Stockholder no later than five (5) days after the Selling Stockholder delivers the Proposed Transfer Notice to the Company.

(c) Exercise of Right of First Refusal. To exercise its Right of First Refusal, a Stockholder must deliver an Acceptance Notice to the Selling Stockholder and the Company within twenty (20) days after the receipt by the Stockholder of the Proposed Transfer Notice from the Company, informing the Company and the other Stockholders of its decision to exercise its Right of First Refusal (an “**Exercising Purchaser**”).

(d) Undersubscription of Transfer Stock. If Acceptance Notices have been delivered by the Stockholders with respect to some but not all of the Transfer Stock by the end of the twenty (20) day period specified in the last sentence of Subsection 3.2(c) (the “**Notice Period**”), then the Selling Stockholder shall be free to transfer all of the Transfer Stock to the Proposed Transferee in accordance with the terms of the Proposed Transfer Notice.

(e) Oversubscription of Transfer Stock. In the event that the Exercising Purchasers deliver Acceptance Notices for a total number of shares of Transfer Stock in excess of the number available, the shares of Transfer Stock shall be allocated to the Exercising Purchasers pro rata based on the shareholdings of each Exercising Purchaser relative to the aggregate shareholdings of the other Exercising Purchasers.

(f) Consideration; Closing. All consideration to be paid by a Proposed Transferee for the Transfer Stock shall be in cash. The closing of the purchase of Transfer Stock by the Exercising Purchasers shall take place, and all payments from the Exercising Purchasers shall have been delivered to the Selling Stockholder, no later than forty-five (45) days after delivery of the Proposed Transfer Notice to the Company.

(g) Purchase and Sale Agreement. The Selling Stockholder agrees that the terms and conditions of any Proposed Transfer in accordance with this Subsection 3.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the “**Purchase and Sale Agreement**”) with customary terms and provisions for such a transaction, and the Selling Stockholder further covenants and agrees to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Subsection 3.2.

3.3 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Stock subject to a Proposed Transfer by a Stockholder is not purchased pursuant to Subsection 3.2 above and thereafter is to be sold to a Prospective Transferee, then each Stockholder may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Transfer as set forth in Subsection 3.3(b) below and, subject to Subsection 3.3(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. A Stockholder who desires to exercise its Right of Co-Sale (each,

a “**Participating Stockholder**”) must give the Selling Stockholder written notice to that effect within twenty (20) days after the delivery of the Proposed Transfer Notice to the Stockholders as described above, and upon giving such notice such Participating Stockholder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Stockholder may include in the Proposed Transfer all or any part of such Participating Stockholder’s Capital Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Transfer (excluding shares purchased by the Exercising Purchasers pursuant to the Right of First Refusal) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by such Participating Stockholder immediately before consummation of the Proposed Transfer and the denominator of which is the total number of shares of Capital Stock owned, in the aggregate, by all Participating Stockholders immediately prior to the consummation of the Proposed Transfer plus the number of shares of Transfer Stock held by the Selling Stockholder.

(c) Purchase and Sale Agreement. The Participating Stockholders and the Selling Stockholder agree that the terms and conditions of any Proposed Transfer in accordance with this Subsection 3.3 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the “**Purchase and Sale Agreement**”) with customary terms and provisions for such a transaction, and the Participating Stockholders and the Selling Stockholder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Subsection 3.3.

(d) Allocation of Consideration. The aggregate consideration payable to the Participating Stockholders and the Selling Stockholder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Stockholder and the Selling Stockholder as provided in Subsection 3.3(b).

(e) Purchase by Selling Stockholders. Notwithstanding Subsection 3.3(c) above, if any Prospective Transferee refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Stockholder or upon the failure to negotiate in good faith a Purchase and Sale Agreement reasonably satisfactory to the Participating Stockholders, no Selling Stockholder may sell any Transfer Stock to such Prospective Transferee.

(f) Additional Compliance. If any Proposed Transfer is not consummated within sixty (60) days after receipt of the Proposed Transfer Notice by the Company, the Selling Stockholder proposing the Proposed Transfer may not sell any Transfer Stock unless they first comply again in full with each provision of this Section 3. The exercise or election not to exercise any right by any Stockholder hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Subsection 3.3.

3.4 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not

be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

(b) Violation of Right of First Refusal. If any Stockholder becomes obligated to sell any Transfer Stock to any other Stockholder under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, such other Stockholder may, at its option, in addition to all other remedies it may have, send to such Selling Stockholder the purchase price for such Transfer Stock as is herein specified and transfer to the name of such other Stockholder (or request that the Company effect such transfer in the name of the other Stockholder) on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

(c) Violation of Co-Sale Right. If any Stockholder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each other Stockholder who desires to exercise its Right of Co-Sale under Subsection 3.3 may, in addition to such remedies as may be available by law, in equity or hereunder, require such selling Stockholder to purchase from the Stockholder the type and number of shares of Capital Stock that such Stockholder would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Subsection 3.3. The sale will be made on the same terms, including, without limitation, as provided in Subsection 3.3(d), and subject to the same conditions as would have applied had the selling Stockholder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after such Stockholder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Subsection 3.3. Such selling Stockholder shall also reimburse each of the other Stockholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Stockholder's rights under Subsection 3.3.

4. Permitted Transfers.

4.1 Permitted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Subsections 3.1, 3.2 and 3.3 shall not apply (a) in the case of a Stockholder that is an entity, upon a transfer by such Stockholder to any subsidiary or parent corporation equity holders, (b) to a repurchase of Transfer Stock from a Stockholder by the Company at a price no greater than that originally paid by such Stockholder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors, or (c) in the case of a Stockholder that is a natural person, upon a transfer of Transfer Stock by such Stockholder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy, to his or her spouse, parent, brother, sister, child (natural or adopted), or any other direct lineal descendant of such

Stockholder (or his or her spouse) (all of the foregoing collectively referred to as “family members”), or any other person approved by unanimous consent of the Board of Directors of the Company, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Stockholder or any such family members; (each of the transferees in the foregoing subsections (a), (b) and (c) hereinafter a “**Permitted Transferee**”) provided that in the case of clause(s) (a) or (c), the Stockholder shall deliver prior written notice to the other Stockholders and the Company of such gift or transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as the Stockholder (but only with respect to the securities so transferred to the transferee), including the obligations with respect to Proposed Transfers of such Transfer Stock pursuant to Section 3; and provided further in the case of any transfer pursuant to clause (a) or (c) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

4.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 3 shall not apply to a Public Offering; or (b) pursuant to a Change of Control event.

4.3 Prohibited Transferees. Notwithstanding the foregoing, no Stockholder shall transfer any Transfer Stock to (a) any entity which, in the determination of the Company’s Board of Directors, is a Competitor of the Company; or (b) any customer, distributor or supplier of the Company, if the Company’s Board of Directors should determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

5. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by a Stockholder or issued to any Permitted Transferee or Prospective Transferee in connection with a transfer permitted by Sections 4.1 or 4 hereof shall be notated with the following legend:

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN STOCKHOLDERS AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Stockholder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 5 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

6. Drag-Along Right.

6.1 Actions to be Taken. For the purposes of Section 341 of the *Companies Law, Israel, 5759-1999* and notwithstanding the provisions thereof, in the event that the holders of at least 66 $\frac{2}{3}$ % of the shares of Capital Stock (the “**Majority Selling Stockholders**”) approve a Sale of the Company in writing, specifying that this Section 6 shall apply to such transaction, then each Stockholder and the Company hereby agree:

(a) if such transaction requires stockholder approval, with respect to all shares of Capital Stock that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all shares of Capital Stock in favor of, and adopt, such Sale of the Company (together with any related amendment to the Company’s charter documents as required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Sale of the Company;

(b) to sell the same proportion of shares of Capital Stock beneficially held by such Stockholder as is being sold by the Majority Selling Stockholders to the person to whom the Majority Selling Stockholders propose to sell their shares of Capital Stock, and, except as permitted in Subsection 6.2 below, on the same terms and conditions as the Majority Selling Stockholders;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Majority Selling Stockholders in order to carry out the terms and provision of this Section 6, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any shares of Capital Stock owned by such party or Affiliate in a voting trust or subject any shares of Capital Stock to any arrangement or agreement with respect to the voting of such shares of Capital Stock, unless specifically requested to do so by the acquiror in connection with the Sale of the Company;

(e) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company including for greater certainty pursuant to Section 341 of the *Companies Law, Israel, 5759-1999*;

(f) if the consideration to be paid in exchange for the shares of Capital Stock pursuant to this Section 6 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in

Regulation D promulgated under the Securities Act or the *Securities Act*, (Ontario), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the shares of Capital Stock which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the shares of Capital Stock; and

(g) in the event that the Majority Selling Stockholders, in connection with such Sale of the Company, appoint a stockholder representative (the “**Stockholder Representative**”) with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder’s pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative’s services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative in connection with its service as the Stockholder Representative, absent fraud or willful misconduct.

6.2 Exceptions. Notwithstanding the foregoing, a Stockholder will not be required to comply with Subsection 6.1 above in connection with any proposed Sale of the Company (the “**Proposed Sale**”), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Capital Stock, including, but not limited to, representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Capital Stock such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(b) the Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its Stockholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale;

(d) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) upon the consummation of the Proposed Sale each Stockholder will receive the same form of consideration for the Capital Stock as is received by other Stockholders in respect of their Capital Stock; provided, however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for Capital Stock, pursuant to this Section 6 includes any securities and due receipt thereof by a Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act or the *Securities Act* (Ontario), the Company may cause to be paid to such Stockholder in lieu thereof, against surrender of the Capital Stock, as applicable, which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Capital Stock as applicable; and

(f) subject to clause (e) above, if any Stockholder is given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all Stockholders will be given the same option; provided, however, that nothing in this Subsection 6.2(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Stockholders.

7. Rights to Future Share Issuances.

7.1 Preemptive Right. Subject to the terms and conditions of this Subsection 7.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Stockholder (each, an “**Offeree**”), who shall each a right to participate in the issuance of New Securities.

(a) The Company shall give notice (the “**Offer Notice**”) to each Offeree, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such

New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Offeree may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to (which for greater certainty includes amounts that are less than) that portion of such New Securities which equals the proportion that the Ordinary Shares then held by the Offeree (including all Ordinary Shares then issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of any Derivative Securities then held by the Offeree, provided, if and only if, that the instrument governing such Derivative Security does not provide for a similar anti-dilution provision) bears to the total number of Ordinary Shares of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all Derivative Securities). The closing of any sale pursuant to this Subsection 7.1(b) shall occur within the later of sixty (60) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 7.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 7.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 7.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to each Offeree in accordance with this Subsection 7.1.

(d) The preemptive right in this Subsection 7.1 shall be applicable only to New Securities.

8. Confidentiality

8.1 Each Stockholder agrees that such person will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 8 by such person), (b) is or has been independently developed or conceived by the person without use of the Company's confidential information, or (c) is or has been made known or disclosed to the person by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that a person may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any shares of Capital Stock from such person, if such prospective purchaser agrees to be bound by the provisions of this Section 8; (iii) to any existing or prospective Affiliate, partner, member, stockholder, or wholly owned subsidiary of such person in the ordinary course of business, provided that such disclosing person informs

such receiving person that such information is confidential and directs such person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, provided that the person promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

9. Voting Provisions Regarding Board of Directors.

9.1 Size of the Board. Each Stockholder agrees to vote, or cause to be voted, all Ordinary Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at three (3) directors.

9.2 Board Composition.

(a) For so long as the Investor and its Affiliates continue to own beneficially at least ten percent (10%) of the issued and outstanding Ordinary Shares of the Company, the Investor shall be entitled to appoint one person to the Board of Directors of the Company, which individual shall initially be [_____]; and

(b) For so long as the Key Holders and their Affiliates continue to own beneficially in the aggregate at least sixty percent (60%) of the issued and outstanding Ordinary Shares of the Company, [NAME REDACTED], who shall serve as the representative of the Key Holders, shall be entitled to appoint two (2) persons to the Board of Directors of the Company, which individuals shall initially be [NAME REDACTED] and [NAME REDACTED].

9.2 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall remain in office and be reelected if still eligible to serve as provided herein.

9.3 Removal of Board Members. Each Stockholder who is entitled to appoint a Director, shall also be entitled to remove such Director at any time by written notice to the Company. In addition, each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) any vacancies created by the resignation, removal or death of a director elected shall be filled pursuant to the provisions of this Subsection 9.3; and

(b) upon the request of any party entitled to designate a director as such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of Stockholders for the purpose of electing directors.

9.4 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

9.5 Veto rights. Notwithstanding anything to the contrary in this Agreement or in the Articles of the Company, for so long as the Investor holds at least ten percent (10%) of the Capital Stock, the Stockholders shall not permit the Company, without the prior written approval of the Investor, to:

(a) amend or repeal any provision of its constating documents, including the Articles of the Company, that adversely affects the rights of the Investor;

(b) authorize any equity securities of any class with rights in preference to those of the Investor;

(c) incur debt for borrowed money in an amount greater than \$50,000 in the aggregate;

(d) make or incur any capital expenditures that, in the aggregate, are in excess of \$75,000 in any fiscal year;

(e) grant any security or create any encumbrances on its assets of the Company for any obligation in an amount greater than \$50,000;

(f) adopt any resolution for any liquidation, dissolution or winding up of the Company or the cessation of all or substantially all of the business activities of the Company;

(g) sell or otherwise dispose of, by conveyance, transfer, lease, exchange or otherwise, to any Person any of its assets, including for greater certainty intellectual property rights, other than in the ordinary course of its business;

(h) enter into any transaction with any holder of at least 5% of the outstanding shares of the Company (on an as converted basis), or with any officer or director which is not in connection with the terms and conditions of employment or engagement as an officer or director with the Company;

(i) guarantee debts of any Person;

(j) declare or pay any dividend, redeem any shares or make any similar distribution to stockholders; or

(k) make any commitment or agreement to do any of the foregoing.

10. Miscellaneous.

10.1 Term. This Agreement, other than Section 8 (Confidentiality), shall automatically terminate upon the earlier of (a) immediately prior to the consummation of a Public Offering; and (b) the consummation of a Change of Control.

10.2 Recapitalization. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any event of share consolidation or subdivision, share splits, share dividends, bonus shares or any other classification, reorganization or recapitalization of the Company's share capital and the like affecting the Capital Stock occurring after the date of this Agreement.

10.3 Ownership. Each Stockholder represents and warrants that such Stockholder is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that no other person or entity has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

10.4 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Israel for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the courts of the State of Israel, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

10.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A or Schedule B hereto, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 10.5. If notice is given to the Company, a copy shall also be sent to SRK Kronengold Law Offices, Oppenheimer 7, Rabin Science Park, Rehovot, Israel, Fax: [FAX REDACTED], Attention: [NAME REDACTED].

10.6 Entire Agreement. This Agreement (including, the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties

with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

10.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under 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-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in 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 theretofore 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, shall be cumulative and not alternative.

10.8 Amendment; Waiver and Termination. This Agreement may only be amended upon the written agreement of all Stockholders. Any amendment, modification, termination or waiver so effected shall be binding upon the Company and the Stockholders and all of their respective successors and permitted assigns whether or not such party, assignee or other Stockholder entered into or approved such amendment, modification, termination or waiver. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

10.9 Assignment of Rights.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Stockholder, including any Prospective Transferee who purchases shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Company and the Stockholders, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

(c) Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances.

10.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

10.11 Governing Law. This Agreement shall be governed by the internal law of the State of Israel.

10.12 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.14 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Stockholder shall be entitled to specific performance of the agreements and obligations of the Company and the Stockholder hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

10.15 Consent of Spouse. If any Stockholder is married on the date of this Agreement, such Stockholder's spouse shall execute and deliver to the Company a Consent of Spouse in the form of Exhibit A hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Stockholder's shares of Transfer Stock that do not otherwise exist by operation of law or the agreement of the parties. If any Stockholder should marry or remarry subsequent to the date of this Agreement, such Stockholder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

10.16 Paramountcy. In the case of any conflict between this Agreement and the Articles of the Company, the terms of this Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Stockholders Agreement as of the date first written above.

FIXIFY LTD

By: _____
Name:
Title: President

KEY HOLDERS:

Signature: _____
Name: Adi Hod

Signature: _____
Name: Liron Prestelnik

Signature: _____
Name: Erez Glinansky

INVESTOR:

ANALYTIXINSIGHT, INC.

By: _____
Name: _____
Title: _____

SCHEDULE A
INVESTOR

Name and Address

Number of
Ordinary Shares Held

AnalytixInsight Inc.

SCHEDULE B
KEY HOLDERS

Name and Address

Number of
Ordinary Shares Held

[NAME REDACTED]

[NAME REDACTED]

[NAME REDACTED]

EXHIBIT A
CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Stockholders Agreement, dated as of _____ [___], 201__, to which this Consent is attached as Exhibit A (the “**Agreement**”), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding certain rights to certain other holders of Capital Stock of the Company upon a Proposed Transfer of shares of Transfer Stock of the Company which my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of Transfer Stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of Transfer Stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated as of the [___] day of _____, 201__.

Signature

Print Name