**Nominee Shareholder Agreement**

Drawn up and signed in Beit Shemesh on December 30, 2013

**Between:**

**Mazal Shrem**, ID 058350703

Of 12/4 Habosem St., Mevaseret Zion 90805

(hereinafter: "**the Beneficiary**")

 **of the first Part;**

**And between**

**Daniel Gindi Cohen,** ID 038028155

Of 7 Hatirosh St., Hashmonaim 73127

(hereinafter: "the **Nominee**")

 **of the second part;**

**Whereas** The Beneficiary is one of the founders who conceived and initiated the **Eyedo** enterprise together with **Noam Raz, S.R Headvantage, and A.S.L Shapira**.

**And whereas** Due to concern of a professional conflict of interests in the Beneficiary's very exposure on the enterprise front, she is unable to register as a founder. She therefore proposed that the Nominee (who is her cousin) join the enterprise as a founder (so that he may contribute of his knowledge, expertise and experience in programming as well) and that the Nominee and the Beneficiary jointly hold (in equal parts) the right to 33.333% of the issued share capital of the Company which, as of signing the Agreement, is in the process of being established, and which will operate the Eyedo systems (hereinafter: "**the Shares**" and "**the Company**" respectively);

**And whereas** Consequently, the Nominee has joined in as a founder of the Company under the Company's founders' agreement signed on December 23, 2013, which is attached as an appendix to this Agreement, and concurrently, the Parties have agreed that the Beneficiary is the owner and holder of the right to half the shares the Nominee receives – i.e., the Beneficiary is the owner and holder of the right to 16.6665% of the Company's issued share capital, and the Nominee as well is the owner and holder of the right to 16.6665% of the Company's issued share capital;

**Whereas** The Beneficiary has authorized the Nominee to act as her legal agent to perform in her name and in her place all actions specified in this Agreement and to take measures to promote the Company's interests, including with respect to the Company's shares and founder's agreement;

**And whereas** The Nominee has agreed to hold the shares for the Beneficiary and to operate in her name and in her place all as stated in this Agreement;

**And whereas**  The Parties wish to set forth and define the details of their legal relations in the context of the provisions of this Agreement and to report their sharing of a nominee shareholder agreement to the Company so as to allow the Company to update its shareholder register accordingly;

**The Parties have therefore agreed, declared and stipulated as follows:**

1. **Preamble**
	1. The preamble to this Agreement constitutes an integral part thereof and is binding as the remaining of its terms.
	2. The section headings are for convenience purposes only and shall have no bearing on the interpretation of the terms of the Agreement.
	3. Throughout this Agreement, the term "the Benefits" shall be construed in the following manner: all dividends and/or bonus shares and/or any rights and/or the distribution of surplus assets upon the Company's liquidation and/or any other benefit that results at any time from holding shares in the Company.
2. **The Nominee's appointment**
	1. The Beneficiary hereby appoints the Nominee as her trustee for the shares and the Nominee undertakes said appointment.
	2. It is agreed that the Nominee will appear as the owner of the shares in the records kept at the Company Registrar and/or in the Company's records.
3. **Irrevocable instructions to the Nominee**

The Beneficiary hereby issues the following irrevocable instructions to the nominee:

* 1. The Nominee will hold the shares in trust on the Beneficiary's behalf; receive the Benefits on her behalf; and hold these in trust for her. Moreover, the Nominee will operate in accordance with the Beneficiary's written instructions, subject to any law, with respect to the shares and the Benefits.
	2. The Nominee will inform the Beneficiary of all Company shareholder meetings and/or the details of any forum in which shareholders are entitled to participate so as to enable the Beneficiary to take part in these or to provide the Nominee with written instructions regarding the participation therein. The aim is optimal protection of the Beneficiary's rights.
	3. The Beneficiary shall serve as a board member on the Company's board of directors.
	4. Should the Nominee participate in a meeting of the Company's board of directors and/or a general meeting and/or any other Company forum, the Nominee will refrain from supporting and/or making any decision that might influence the shares held for the Beneficiary without obtaining her express consent to this in advance.
	5. On the Beneficiary's request, the Nominee will sign a proxy on behalf of the Beneficiary or anyone else whom she appoints to represent her, and/or any other document that may be necessary to allow the Beneficiary or any representative thereof to participate in the Company's shareholder meetings and to vote therein in place of the Nominee.
	6. Without derogating from the generality of the aforesaid, the Nominee will be entitled to accept in the Beneficiary's name and place all the Benefits and/or funds and/or any other perks to which the Nominee is or may be entitled in connection with the shares and/or by virtue of his holding them, from the Company and/or from any third party, subject to the law. The Nominee will promptly transfer the Benefits and/or funds and/or any other perks he receives as said to the Beneficiary and to her order and/or in any other manner, all in accordance with the Beneficiary's written instructions.
	7. In the event that the Beneficiary wishes to sell the shares and/or take advantage of any Benefits pertaining thereto, the Nominee will then operate as per the Beneficiary's decisions and instructions and will sign any document necessary to this end.
	8. The Nominee may not sell and/or transfer and/or attach and/or encumber the shares or take any other action in connection with the shares that may compromise and/or restrict the Beneficiary's rights in the shares, in whole or in part, without the Beneficiary's express advance written permission.
	9. In the event that the percentage of shares that the Nominee holds in the Company (for the Nominee and the Beneficiary **jointly**) is diluted in any manner (by means other than being sold by either of the Parties to this Nominee Shareholder Agreement), then this dilution will not compromise the share of either of the Parties to this Agreement or his/her right to half the issued share capital as said.
1. **The Nominee's undertakings**

The Nominee hereby undertakes as follows vis a vis the Beneficiary with the aim of securing the Beneficiary's better interest:

* 1. To meticulously execute all the Beneficiary's irrevocable instructions under Article 3 above.
	2. To inform the Beneficiary in advance of any incident, event, notice or matter that pertains to his holding of the Beneficiary's shares. This includes notices of the convening of general or extraordinary meetings of the Company's shareholders in the event that the Nominee receives notice of said meeting from the Company; notices of decisions broached at the aforesaid meetings; and/or the distribution of dividends etc.
	3. To refrain from any measure, act or omission which may lead to the breach of the duty that the Nominee undertook or which may jeopardize and/or limit the Beneficiary's rights in the shares or in connection therewith.
	4. Where the Nominee is required, under the provisions of this Agreement, to act on his discretion with regard to the shares, including in the event that no instructions have been provided by the Beneficiary; in this case, the Nominee undertakes to operate in alignment with financial calculations with the goal of upholding the Beneficiary's rights and/or the shares' real value, all to the best of his understanding and ability.
	5. It is hereby clarified that notwithstanding the Beneficiary's instructions to the Nominee, the Nominee will operate in respect to everything pertaining to the execution of his role as per this Agreement, in compliance with every law.
	6. The Nominee undertakes to keep the trust, subject of this Agreement, and/or any matter pertaining to his Agreement, completely confidential, and to refrain from divulging it to any third party, except with the Beneficiary's express, written consent, and subject to any law.
	7. The Beneficiary will keep organized records of all matters pertaining to the trust, and will likewise provide the Beneficiary with a detailed report of all matters pertaining to the trust once annually and on termination of the trust as stated in this Agreement.
1. **The Beneficiary's undertakings**

The Beneficiary hereby undertakes the following vis a vis the Nominee:

* 1. To provide the Nominee with all her instructions pertaining to the shares and to the Nominee's activity in connection with the shares in advance, and in a clear and coherent manner.
	2. To ensure that the Nominee has all the tools, information and resources, including forms, necessary for the satisfaction of his undertakings under this Agreement and/or his duties as the registered owner of the shares.
	3. To inform the Nominee in advance of any incident, event, notice and matter pertaining to the trust, subject of this Agreement, and to provide the Nominee with any document, notice or request that the Beneficiary receives with regard to the shares and/or this Agreement.
	4. The Beneficiary will bear any tax and/or levy and/or other mandatory payment that applies to the shares and/or the holding thereof and/or the use thereof and/or arising from the trust.
1. **Indemnities and waiver of lawsuits**
	1. The Beneficiary shall not have any lawsuit and/or claim and/or demand vis a vis the Nominee regarding the number of shares transferred and registered in his name.
	2. The Beneficiary hereby waives in full any law suit and/or claim and/or demand vis a vis the Nominee, pertaining to and/or arising from his execution of his role as the Beneficiary's trustee under the provisions of this Agreement and/or the execution of the Beneficiary's irrevocable instructions under Article 3 above and/or the execution of the Beneficiary's instructions as relayed to the Nominee by the Beneficiary from time to time.
	3. The Beneficiary hereby declares that the Nominee is absolved from any liability pertaining to a change in the value of and/or the loss of the funds deposited in the trust account, or any part thereof, or pertaining to a change in the value of and/or the loss of all or any of the shares to the extent caused by any act and/or omission of the Nominee resulting from his full conformance with the Beneficiary's instructions to the Nominee and/or due to her failure to provide instructions as said.
	4. The Beneficiary undertakes to fully and completely indemnify the Nominee immediately upon the Beneficiary's first request, for any expense and/or damage and/or liability and/or payment caused and/or ruled that the Nominee pay as a result of his execution of his role under this Agreement and/or as a result of his holding the shares as a Nominee on the Beneficiary's behalf and/or as a result of his acts and/or his refraining from action in accordance with this Agreement.
	5. The Beneficiary undertakes to fully and completely indemnify the Nominee, immediately upon the Nominee's first request, for any lawsuit and/or claim and/or demand filed against the Nominee by any third party in connection with the stocks and/or this Agreement and/or acts and/or omissions resulting from this Agreement and/or the Beneficiary's instructions. The Beneficiary will bear all the expenses entailed in the defense against lawsuits as said, including attorney fees, and shall pay any amount and bear liability for any fee ruled that the Nominee is required to pay in the context of said lawsuits. The Nominee will cooperate with the Beneficiary and/or her attorney and sign powers of attorney authorizing the Beneficiary's attorney to represent him in said lawsuits.
	6. To remove doubt, it is hereby clarified that nothing in this Agreement imposes any contractual and/or tort liability on the Nominee, apart from his duties as a trustee to operate in compliance with the provisions of this Agreement.
2. **Termination of** **trust**
	1. The trust, subject of this Agreement, shall remain in effect for an unlimited period of time until either of the Parties gives notice of his/her intention to terminate the trust.
	2. Each Party shall be entitled to inform the other of its intention to terminate the trust, at any time, by providing express written notice at least 90 days in advance.
	3. In the event that either of the Parties give notice of the termination of the trust, the Nominee undertakes to immediately transfer the shares into the Beneficiary's name and/or to her order and/or into the name or order of anyone indicated thereby; as well as transfer all his rights and undertakings under this Agreement into the Beneficiary's name and/or to her order and/or the name or order of anyone indicated thereby to serve in her place. The Nominee will sign any document, notice or report, including share transfer deeds and notices to the Companies Registrar, all as necessary to accomplish the aforesaid.
	4. In the unfortunate event that the Nominee is unable to execute his role due to death and/or his inability to continue to serve as a trustee for any reason, the Beneficiary will then step into the Nominee's shoes and/or appoint someone else in his place.
	5. Any expense entailed by the execution of the provisions of this section shall be borne by the Beneficiary and paid thereby.
3. **General**
	1. This Agreement summarizes and consolidates all the understandings between the Parties. Upon signing this Agreement, there is and shall not be any validity to any other agreement and/or understanding between the Parties, and there shall be no validity to any change and/or understanding and/or revision and/or addition and/or deletion and/or extension and/or waiver in connection with any matter and/or issue pertaining to and/or entailed by this Agreement, unless made in writing, in advance, and signed by both Parties.
	2. If any section or undertaking in this Agreement is nullified or deemed invalid, the rest of the provisions of this Agreement shall remain in force unless said section or undertaking lies at the heart of the Agreement and thereby undermines its very existence.
	3. In the event that any law, regulation, or provision is revised or amended in such a manner as to impact the existence of this Agreement, in that case, the Parties will conduct negotiations in an attempt to uphold the Agreement *mutatis mutandis.*
	4. In the event that either Party to this Agreement does not use, or defers the use, of any right conferred thereto under this Agreement, this shall not be deemed the waiver of any of its rights.
	5. This Agreement and its appendixes shall be governed by Israeli law and shall be construed in accordance therewith. Sole and exclusive jurisdiction is vested in the courts of Jerusalem for all matters arising from this Agreement or pertaining thereto.
	6. The Parties' addresses for purposes of this Agreement are as specified in the preamble to this Agreement, or any other address of which notice is given in accordance with this section. Any notice sent by one Party to the other as per the addresses above shall be deemed to have reached its destination 72 hours after having been deposited for delivery as registered mail at the Israel post office; or immediately either if hand delivered or sent by email with delivery confirmation to the following addresses: the Beneficiary – mazalshrem@gmail.com, and the Nominee – danielgindi@gmail.com.

**And in witness the Parties have set their Seals**

\_\_\_\_[signed]\_\_\_ \_\_\_\_[signed]\_\_\_

The Beneficiary The Nominee