**Nominee Shareholder Agreement**

Drafted 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**

**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 arising from a potential professional conflict of interests with respect to the enterprise, the Beneficiary determined that she was unable to register as a founder. The Beneficiary therefore proposed that the Nominee (the Beneficiary’s cousin) join the enterprise as a founder and thereby also contribute his knowledge, expertise and experience in programming, and that the Nominee and the Beneficiary jointly hold (in equal parts) the right to 33.333% of the issued share capital (hereinafter: "**the Shares**") of the Company which, as of the signing the Agreement, is in the process of being established, and which will operate the EYEDO systems ("**the Company**");

**and WHEREAS** Consequently, the Nominee joined 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. Thus, the Beneficiary is the owner and holder of the right to 16.6665 percent of the Company's issued share capital, and the Nominee is also the owner and holder of the right to 16.6665 percent of the Company's issued share capital;

**and 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 the Beneficiary’s name and in the Beneficiary’s place as set forth in this Agreement;

**and WHEREAS** The Parties wish to set forth and define the details of their legal relationship in the context of the provisions of this Agreement and to report to the Company their status as parties to a Nominee Shareholder Agreement between them so as to enable 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 upon all 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 to mean 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 the Beneficiary’s 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 the Beneficiary's behalf; and hold these in trust for the Beneficiary. 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 participation therein, with the goal of optimally protecting 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 the Beneficiary’s express consent to such in advance.
	5. Upon the Beneficiary's request, the Nominee will sign a proxy on behalf of the Beneficiary or any other party appointed by the Beneficiary 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 compensation to which the Nominee is or may be entitled to in connection with the shares and/or by virtue of this Nominee’s 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 compensation the Nominee receives as stated to the Beneficiary and in accordance with the Beneficiary’s instructions 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 in accordance with the Beneficiary's decisions and instructions and will sign any document necessary for this purpose.
	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 the Party’s right to half the issued share capital as set forth herein .
1. **The Nominee's Undertakings**

The Nominee hereby undertakes as follows with respect to the Beneficiary with the aim of securing the Beneficiary's best 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 the Nominee’s 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 reached or discussed 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. In the event that the Nominee is required, under the provisions of this Agreement, to exercise the Nominee’s discretion with respect to the shares, including in the event that no instructions have been provided by the Beneficiary, the Nominee undertakes to operate in accordance with the best of the Nominee’s financial judgment for the purpose of protecting the Beneficiary's rights and/or the shares' real value, all to the best of the Nominee’s understanding and ability.
	5. It is hereby clarified that notwithstanding the Beneficiary's instructions to the Nominee, the Nominee will operate in compliance with the law with respect to all matters pertaining to the execution of the Nominee’s role according to per this Agreement.
	6. The Nominee undertakes to maintain the complete confidentiality of the Trust, the subject of this Agreement, and/or any matter pertaining to this Agreement, 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 maintain organized records of all matters pertaining to the Trust, and will provide the Beneficiary with a detailed report of all matters pertaining to the Trust annually and upon termination of the Trust, as set forth in this Agreement.
1. **The Beneficiary's Undertakings**

The Beneficiary hereby undertakes the following with respect to the Nominee:

* 1. To provide the Nominee with all the Beneficiary’s 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 to fulfill the Nominee’s undertakings under this Agreement and/or the Nominee’s 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, the 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 with respect to the Nominee regarding the number of shares transferred and registered in the Nominee’s name.
	2. The Beneficiary hereby waives in full any law suit and/or claim and/or demand with respect to the Nominee, pertaining to and/or arising from the Nominee’s execution of the Nominee’s 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 the Nominee’s full conformance with the Beneficiary's instructions to the Nominee and/or due to the Beneficiary’s failure to provide instructions as set forth.
	4. The Beneficiary undertakes to fully and completely indemnify the Nominee immediately upon the Nominee’s initial demand for any expense and/or damage and/or liability and/or payment caused and/or determined that the Nominee must pay as a result of the Nominee’s execution of the Nominee’s role under this Agreement and/or as a result of the Nominee’s holding the shares as a Nominee on the Beneficiary's behalf and/or as a result of the Nominee’s acts and/or the Nominee’s refraining from acting in accordance with this Agreement.
	5. The Beneficiary undertakes to fully and completely indemnify the Nominee, immediately upon the Nominee's initial demand, 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 shall 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 determined that the Nominee is required to pay in the context of said lawsuits. The Nominee will cooperate with the Beneficiary and/or the Beneficiary’s attorney and sign powers of attorney authorizing the Beneficiary's attorney to represent the Nominee in said lawsuits.
	6. To eliminate any doubt, it is hereby clarified that nothing in this Agreement imposes any contractual and/or tort liability on the Nominee, apart from the Nominee’s duties as a trustee to operate in compliance with the provisions of this Agreement.
2. **Termination of** the T**rust**
	1. The Trust, the subject of this Agreement, shall remain in effect for an unlimited period of time until either of the Parties gives notice of the Party’s 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 gives notice of the termination of the Trust, the Nominee undertakes to immediately transfer the shares into the Beneficiary's name and/or to the Beneficiary's order and/or into the name or to the order of anyone indicated thereby; as well as to transfer all the Nominee’s rights and undertakings under this Agreement into the Beneficiary's name and/or to the Beneficiary's order and/or to the name or order of anyone indicated thereby to serve in the Beneficiary's place. The Nominee will sign any document, notice or report, including share transfer deeds and notices to the Companies Registrar, as needed to accomplish the aforesaid.
	4. In the unfortunate event that the Nominee is unable to execute the Nominee’s role due to death and/or inability to continue to serve as a trustee for any reason, the Beneficiary will then take the place of the Nominee and/or appoint someone else in the Nominee’s place.
	5. Any expense arising from 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 remaining 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 affect the essence of this Agreement, 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 appendices 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 with the Israel Post Office; or immediately, if either 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 thereof, the Parties have set their Signatures**

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

The Beneficiary The Nominee