

INVESTMENT IN  
**TRUSTOR TECHNOLOGIES LTD.**

**SUMMARY OF TERMS**

All individuals, offices or entities investing through the Investination Platform (the “**Platform**”) shall be issued rights in an investing entity/SPV formed for such purpose (the “**Investing Entity**”), which shall invest directly in the Target Company as a single entity and hold all applicable shares and/or rights in the Target Company. The following is a summary of the general terms pursuant to which the Investing Entity and its affiliate companies are investing in the Target Company.

Target Company Name	Trusstor Technologies Ltd.
Investment Amount	Up to \$2,000,000 of which \$900,000 may be invested by investors via the Platform, \$750,000 may be invested by external investors and \$350,000 are invested by an affiliate of the Investing Entity.
Investment Instrument	Series Seed-1 Preferred Share Purchase Agreement
Company Valuation	\$5,000,000 Pre - Money on a fully diluted basis, including 9% unallocated ESOP.
Class of Shares	Series Seed -1 Preferred Shares. Preference include: (i) Broad - Based Weighted Average Anti -Dilution Rights; and (ii) one-time non - participating Liquidation Preference.
Option	An option provided to the Investing Entity, for a term of one year, to make an additional investment of 1M by means of a SAFE, under Company post- money valuation of 8M.
Board Seat	The Investing Entity shall have the right to appoint one member of the board for as long as it holds 3% or more of the issued and outstanding share capital of the Company.
Registration and Information Rights	Customary piggyback and S-3 registration rights in connection with any future offering of equity securities and customary information rights.
Preemptive Rights	For as long as the Investing Entity is the holder of 3.0% or more of the issued and outstanding share capital on an as-converted basis, it shall have a pro rata right to participate in subsequent issuances of equity securities of the Company.
Right of First Refusal	Holders of 3% or more of the issued and outstanding share capital of the Company, shall have a right of first refusal with respect to any shares of the Company proposed to be transferred to a third party

	by a shareholder of the Company existing as of the date of such proposed transfer; provided, however, that the Investing Entity shall <b>not</b> be obligated to provide a right of first refusal under certain terms and conditions.
Co – Sale Right	Holders of 3% or more of the issued and outstanding share capital of the Company shall have a right of Co - Sale (Tag - Along); provided, however, that the Investing Entity shall <b>not</b> be obligated to provide a right of co – sale (tag along) under certain terms and conditions.
Drag Along Rights	Subject to the vote of at least 80% (eighty percent) of the voting power in the Company, on an as converted basis and so long as the liability of each shareholder in such a transaction is several (and not joint) and does not exceed the shareholder's pro rata portion of any claim.
Protective Provisions	To the extent the investment is of \$600,000 or more, customary protective provisions in favor of the Investing Entity.
Sabbath Observance	Unless specifically approved by rabbinical approval that is satisfactory to the Investing Entity, for as long as the Investing Entity holds shares in the Company, the Company shall undertake not to perform, or obligate its employees to perform, any activities or services during the Sabbath and other Jewish holidays.