FORM 8-K

Current report filing

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of report (Date of earliest event reported) **January 9, 2020**

Wize Pharma, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**000-52545**	**88-0445167**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

5b Hanagar Street, Hod Hasharon, Israel	**4527708**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **+(972) 72-260-0536**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01. Entry Into a Material Definitive Agreement.

Overview

On January 9, 2020, Wize Pharma, Inc. (the "Company"), entered into the Bonus Agreements and the Series B Purchase Agreement (as such terms are defined below), whereby, subject to the closing of both transactions, (i) the Company will sell 37% of future revenues (if any) from its L02A-based products (the "LO2A Proceeds") to Bonus BioGroup Ltd. ("Bonus"), an Israeli company whose ordinary shares are traded on the Tel Aviv Stock Exchange ("TASE"), and invest $7.4 million in Bonus and (ii) in consideration therefor, Bonus will issue to Wize new ordinary shares of Bonus in a number equal to $16.4 million divided by a purchase price per share of NIS 0.50.

The Bonus/LO2A Transaction

On January 9, 2020, the Company entered into (i) an Exchange Agreement (the "Bonus Exchange Agreement"), with Bonus and (ii) a Share Purchase Agreement (the "Bonus Purchase Agreement" and, together with the Bonus Exchange Agreement, the "Bonus Agreements") with Bonus.

Pursuant to the Bonus Agreements, the Company agreed to grant Bonus, in consideration for the issuance of 62,370,000 ordinary shares of Bonus (the "LO2A Shares"), the right to receive 37% of future LO2A Proceeds (if any), which, as more fully defined in the Bonus Exchange Agreement, includes proceeds generated by the Company, Wize Pharma Ltd., a wholly owned subsidiary of the Company ("Wize Israel"), and OcuWize Ltd., a wholly owned subsidiary of Wize Israel, as a result of (i) the sale, license or other disposal of products or other rights underlying the LO2A technology licensed to OcuWize under that certain Exclusive Distribution and Licensing Agreement between Wize Israel (including OcuWize) and Resdevco Ltd., dated as of May 1, 2015, as amended; and (ii) a Sale Transaction, which, as more fully defined in the Bonus Exchange Agreement, includes the sale of shares or assets of Wize Israel and/or OcuWize. In addition, if the Sale Transaction involves a change of control of the Company, Bonus will be entitled to elect, to either remain with its right to 37% of the LO2A Proceeds or receive a one-time payment equal to 37% of the value attributed to Wize Israel out of the total proceeds payable for the Company in such transaction.

Pursuant to the Bonus Purchase Agreement, the Company agreed to purchase 51,282,000 ordinary shares of Bonus (the "PIPE Shares," and together with the LO2A Shares, the "Bonus Shares"), for an aggregate purchase price of $7.4 million, which funds will be deposited into an escrow account (the "Bonus Escrow Account"), of which (i) $500,000 will be paid to Bonus as an advance (the "Advance") promptly following execution of the Bonus Purchase Agreement, (ii) $3.2 million will be released to Bonus concurrently with the closing of the transactions contemplated by the Bonus Agreements in exchange for 50% of the PIPE Shares (the "Initial PIPE Shares") and (iii) $3.7 million will be released to Bonus upon the Milestone Closing (as defined in the Bonus Purchase Agreement), in exchange for 50% of the PIPE Shares (the "Milestone Shares") that will be issued by Bonus and deposited into the escrow at the closing. The Company's obligation to consummate the Milestone Closing is conditioned upon the satisfaction by Bonus of certain conditions, including the listing of its ordinary shares (or, if an ADR Program is to be implemented by Bonus, the American Depositary Shares representing such ordinary shares) on the Nasdaq Capital Market (or another superior tier of the Nasdaq market) (the "Nasdaq Listing").

The Bonus Agreements contain customary covenants, representations and warranties of the parties thereto, including, among others, (i) a covenant by the Company to use its reasonable commercial efforts to commercialize the LO2A technology or otherwise generate the LO2A Proceeds; (ii) a covenant by Bonus to issue additional shares to the Company upon certain events, including if Bonus conducts a private placement of its ordinary shares during the nine-month period following the closing at a price per share that is below NIS 0.30 per share; (iii) a covenant by Bonus to use its reasonable commercial efforts to conduct the Nasdaq Listing as soon as practicable, and in any event within 180 days following the closing (the "Initial Deadline") and, if the Nasdaq Listing does not occur by the Initial Deadline, the Company will be entitled to liquidated damages for each 30 days of delay. The liquidated damages, which range between $20,500 to $164,000 depending on the length of the delay, may be paid, at Bonus' election, in either cash or ordinary shares of Bonus; (iv) a post-closing covenant by the Company to create, and cause Wize Israel and OcuWize to create, certain first priority liens in favor of Bonus to secure the Company's obligations under the Bonus Exchange Agreement, including certain related negative covenants; and (v) an undertaking by Bonus to cover nearly 50% of the Company's fees and expenses payable to H.C. Wainwright & Co., LLC in connection with the transactions contemplated by the Bonus Agreements and the Series B Purchase Agreement.

According to the Bonus Agreements, the total number of Bonus Shares issuable to the Company (including the shares to be released at the Milestone Closing) is computed as the number of ordinary shares of Bonus equal to the quotient obtained by dividing (A) $16.4 million expressed in NIS (based on the exchange rate between NIS and the dollar as of January 8, 2020) by (B) NIS 0.50. As of January 9, 2020, such total number of Bonus Shares represents (on a post-issuance basis) approximately 12% of the outstanding share capital of Bonus.

The closing of the transactions contemplated by the Bonus Agreements is subject to several customary conditions, including (i) approval of the TASE to list the Bonus Shares, and (ii) the execution by Bonus and the Company of a Registration Rights Agreement (the "Bonus Registration Rights Agreement"), pursuant to which Bonus will be required to file a resale registration statement (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") to register the Bonus Shares for resale, within 30 days following the Nasdaq Listing, and to have such Registration Statement declared effective within 45 days after the Nasdaq Listing in the event the Registration Statement is not reviewed by the SEC, or 120 days after the Nasdaq Listing in the event the Registration Statement is reviewed by the SEC.

The Bonus Agreements may be terminated under certain circumstances, including if (i) the closing thereof is not consummated on or before 5:00 p.m., Israel time, within 30 days following the signing date thereof (the "Outside Date") or (ii) the Company shall have not provided evidence to Bonus that it has received $7.4 million on or before 5:00 p.m., Israel time, on January 20, 2020.

The Series B Investment

In order to finance the transactions contemplated by the Bonus Purchase Agreement, on January 9, 2020, the Company entered into a Securities Purchase Agreement (the "Series B Purchase Agreement") with certain accredited investors.

Pursuant to the Series B Purchase Agreement, the Company agreed to sell to the investors, and the investors agreed to purchase from the Company, in a private placement, an aggregate of 7,500 shares of newly created Series B Non-Voting Redeemable Preferred Stock, par value $0.001 per share, of the Company (the "Series B Preferred Stock") for a purchase price of $1,000 per share, for aggregate gross proceeds under the Series B Purchase Agreement of $7.5 million, which funds will be deposited into an escrow account, of which (i) $500,000 will be paid to the Bonus Escrow Account and $100,000 will be paid to the Company to cover certain of its transactions expenses, in each case, promptly following the execution of the Series B Purchase Agreement, and (ii) the remaining $6.9 million will be released to the Bonus Escrow Account upon the closing of the transactions contemplated by the Series B Purchase Agreement (of which, as described above, $3.2 million shall be released upon the earlier of the Milestone Closing or upon written consent of the holders of at least a majority of the Series B Preferred Stock).

The Series B Purchase Agreement contains customary covenants, representations and warranties of the parties thereto, including, among others, (i) a covenant by the investors not to transfer the Series B Preferred Stock without the approval of the Company; (ii) a covenant by the Company, for as long as any Series B Preferred Stock remain outstanding, not to sell any Bonus Shares for a price per share equal to less than NIS 0.40 (the "Price Restriction"); and (iii) a covenant by the Company, simultaneously with, or promptly after, the redemption of the Series B Preferred Stock, to assign certain rights under the Bonus Purchase Agreement, such as the right to liquidated damages in the event of delayed Nasdaq Listing, and under the Bonus Registration Rights Agreement to the investors.

In connection with the Series B Purchase Agreement, the Company agreed to file, at the closing, a Certificate of Designations of Series B Non-Voting Redeemable Preferred Stock with the Secretary of State of Delaware (the "Series B Certificate of Designations"). Pursuant to the Series B Certificate of Designations, the Company designated 7,500 shares of preferred stock as Series B Preferred Stock. The Series B Preferred Stock are not convertible into shares of common stock of the Company and have no voting powers, except as related to certain rights to protect the rights and preferences of the Series B Preferred Stock and with respect to sales or dispositions of the Series B Preferred Stock at a price per share below the Price Restriction. The Series B Preferred Stock entitles its holders to (i) 80% of the proceeds received by the Company through future sales of the Bonus Shares issued to the Company under the Bonus Agreements and (ii) 80% of any cash dividends received by the Company on such Bonus Shares. Under the Series B Certificate of Designations, the Company has the option to redeem the Series B Preferred Stock at any time by distributing to holders of the Series B Preferred Stock (i) 80% of the Bonus Shares then held by the Company and (ii) 80% of all dividends received by the Company but not yet paid to holders of the Series B Preferred Stock (the "Redemption Payment"). The Company is required to redeem the Series B Preferred Stock through payment of the Redemption Payment upon the earlier of (i) 60 days following the Nasdaq Listing, and (ii) December 28, 2020.

The closing of the transactions contemplated by the Series B Purchase Agreement is subject to several customary conditions, including (i) the filing of the Series B Certificate of Designations with the Secretary of State of Delaware and (ii) the closing of the Bonus Agreements.

The Series B Purchase Agreement may be terminated under certain circumstances, including if the closing thereof is not consummated by the Outside Date.

The foregoing summary is not a complete description of all of the parties' rights and obligations under the Certificate of Designation, Bonus Exchange Agreement, the Bonus Purchase Agreement, the Bonus Registration Rights Agreement, or the Series B Purchase Agreement, and are qualified in their entirety by reference to the full text of such documents, copies of which are filed as Exhibit 3.1, Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, and Exhibit 10.4 hereto and are incorporated herein by reference.

Cautionary Note

The filing of the Bonus Exchange Agreement, the Bonus Purchase Agreement and the Series B Purchase Agreement is not intended to provide any other factual information about the Company, Bonus or their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the Bonus Exchange Agreement, the Bonus Purchase Agreement and the Series B Purchase Agreement were made only for purposes of that agreements and as of the specific dates set forth therein. They were solely for the benefit of the parties to such agreements, and are subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allotting contractual risk between the parties to such agreements instead of establishing these matters as facts. The Bonus Exchange Agreement, the Bonus Purchase Agreement and the Series B Purchase Agreement are also subject to standards of materiality deemed relevant to the contracting parties that may differ from those matters which may be deemed material to investors. Investors are not third party beneficiaries under the Bonus Exchange Agreement, the Bonus Purchase Agreement or the Series B Purchase Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or conditions of the Company, Bonus or any of their respective subsidiaries or affiliates. In addition, the respective compliance dates for any such representations, warranties and covenants vary, and thus any individual term or condition may not be relevant at any particular time. Moreover, information concerning the subject matter of the representation and warranties may change after the date of such agreements. For various reasons, that subsequent information may or may not be fully reflected in the Company's public disclosures.

Item 3.02 Unregistered Sales of Equity Securities.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 3.02.

Item 5.03 Amendments to Articles of Incorporation or Bylaws.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 5.03.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
3.1	Form of Series B Certificate of Designations
10.1	Exchange Agreement by and between Bonus BioGroup Ltd. and Wize Pharma Inc., dated January 9, 2020
10.2	Share Purchase Agreement by and between Bonus BioGroup Ltd. and Wize Pharma Inc., dated January 9, 2020
10.3	Form of Registration Rights Agreement
10.4	Series B Purchase Agreement by and between Wize Pharma Inc. and various investors, dated January 9, 2020

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Wize Pharma, Inc.

By: /s/ Or Eisenberg
Name: Or Eisenberg
Title: Chief Financial Officer

Date: January 15, 2020

Exhibit 3.1

CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RIGHTS OF SERIES B NON-VOTING REDEEMABLE PREFERRED STOCK OF WIZE PHARMA, INC.

Wize Pharma, Inc. (the "**Company**"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "**DGCL**"), does hereby certify that, pursuant to authority conferred upon the Board of Directors of the Company (the "**Board**") by the Certificate of Incorporation, as amended, of the Company, and pursuant to the provisions of the DGCL, the Board adopted resolutions (i) designating a series of the Company's previously authorized preferred stock, par value $0.001 per share, and (ii) providing for the designations, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions thereof, of seven thousand and five hundred (7,500) shares of Series B Non-Voting Redeemable Preferred Stock of the Company, as follows:

RESOLVED, that seven thousand and five hundred (7,500) authorized shares of preferred stock of the Company shall be designated as Series B Non-Voting Redeemable Preferred Stock, par value $0.001 per share (the "**Series B Preferred Shares**"), which shall have the following powers, designations, preferences and other special rights (noting that certain capitalized terms used herein are defined in Section 19 below):

(1) Ranking; Number. The series of preferred shares designated by this Certificate of Designations shall be designated as the Series B Preferred Shares and the number of shares so designated shall be seven thousand and five hundred (7,500). The Series B Preferred Shares shall rank senior to (i) the Series A Preferred Stock of the Company and (ii) the Common Stock of the Company. Series B Preferred Shares that are redeemed, purchased or otherwise acquired by the Company shall revert to authorized but unissued shares of Preferred Stock.

(2) Liquidation.

(a) Out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Company, and after (i) satisfaction of all liabilities and obligations to creditors of the Company, and (ii) the distributions to any holders of any capital stock of the Company senior in rank to the Series B Preferred Shares in respect of the preferences as to distributions and payments, upon a Liquidation Event, the holders of Series B Preferred Shares (each, a "**Holder**" and collectively, the "**Holders**") shall be entitled to the distribution (i) in kind, of a number of Bonus Shares equal to eighty percent (80%) of the Bonus Shares then held by the Company (or, if distribution of such Bonus Shares is unfeasible due to any legal restrictions, the fair market value of such Bonus Shares as shall be determined by the Board, acting in good faith) and (ii) any accrued but unpaid BBG Dividends (as defined below), in each case, on a *pro rata* basis amongst the Holders.

(b) To the extent necessary, the Company shall cause such actions to be taken by any of its Subsidiaries so as to enable, to the maximum extent permitted by law, the distribution to the Holders in accordance with this Section 2. All the preferential amounts to be transferred or paid, as the case may be, to the Holders under this Section (the "**Liquidation Funds**") shall be transferred, paid or set apart for transfer or payment before the payment or setting apart for payment of any amount for, or the distribution of any capital or earnings available for distribution to the stockholders of the Company to the holders of any Junior Stock in connection with a Liquidation Event as to which this Section applies.

(3) Dividends; Distributions. From and after the first date of issuance of any Series B Preferred Shares (the "**Issuance Date**"), the Holders shall be entitled to receive dividends and distributions only as set forth in this Section 3.

(a) Dividends upon sale of Bonus Shares. Upon each of the Company's sales of any Bonus Shares (each, a "**Bonus Share Sale Event**"), the Holders shall be entitled to receive cash dividends in an amount equal to eighty percent (80%) of the Bonus Share Sale Proceeds (the "**Sale Distribution Amount**"), *pro rata* amongst the Holders based upon the number of Series B Preferred Shares held by each Holder, payable in accordance with the procedures set forth in Section 3(c).

(b) Dividends upon Company's Receipt of Bonus Dividends. Upon the Company's receipt of Bonus Dividends on Bonus Shares held by the Company (each, a "**Bonus Dividend Event**"), the Holders shall be entitled to receive cash dividends in the amount of eighty percent (80%) of the Bonus Dividend Amount (the "**Dividend Distribution Amount**", and together with the Sale Distribution Amount, the "**BBG Dividends**"), *pro rata* amongst the Holders based upon the number of Series B Preferred Shares held by each Holder, payable in accordance with the procedures set forth in Section 3(c).

(c) Payment Procedures. The BBG Dividends shall be distributed to the Holders within thirty (30) days following the end of the calendar quarter in which a Bonus Share Sale Event or Bonus Dividend Event occurred. For purposes of this Section (3)(c), a "calendar quarter" shall mean (i) January 1 – March 31, (ii) April 1 – June 30, (iii) July 1 – September 30, or (iv) October 1 – December 31 of any given year. Notwithstanding the foregoing, if the aggregate amount of the BBG Dividends accrued but unpaid shall exceed $500,000, the Company shall distribute the Sale Distribution Amount and the Dividend Distribution Amount not yet distributed within thirty (30) days of the Bonus Dividend Event or the Bonus Share Sale Event which caused the outstanding BBG Dividends to exceed $500,000.

(4) Optional Redemption. From time to time, and at any time, the Company shall be entitled to redeem, in whole or in part, the Series B Preferred Shares then outstanding and not previously redeemed (the "**Optional Redemption**") by distributing to the Holders (i) eighty percent (80%) of the Bonus Shares held by the Company on the Optional Redemption Date and (ii) any accrued but unpaid BBG Dividends through the Optional Redemption Date (together, the "**Optional Redemption Amount**") or, if only a portion of the Series B Preferred Shares are to be redeemed (such portion, expressed in percentage points of not more than 99.99%, the "**Partial Redemption Percentage**"), by distributing the Optional Redemption Amount multiplied by the Partial Redemption Percentage, pro rata to the Holders. To effect an Optional Redemption under this Section (4), the Company shall provide written notice to each of the Holders no less than five (5) days and no more than thirty (30) days prior to the date upon which the Optional Redemption shall take place (the "**Optional Redemption Date**"), setting forth (i) the Optional Redemption Date, (ii) the number of such Holder's Series B Preferred Shares to be redeemed and (iii) the Optional Redemption Amount expected to be distributed to such Holder on the Optional Redemption Date (subject to adjustments due to a Bonus Share Sale Event or Bonus Dividend Event occurring following the written notice).

(5) Mandatory Redemption. Unless otherwise agreed between the Company and the Required Holders, the Company shall be required to redeem (the "**Mandatory Redemption**") all (100%) of the Series B Preferred Shares then outstanding and not previously redeemed by distributing to the Holders (i) eighty percent (80%) of the Bonus Shares held by the Company on the Mandatory Redemption Date and (ii) any accrued but unpaid BBG Dividends through the Mandatory Redemption Date (together, the "**Mandatory Redemption Amount**") upon the earlier of (i) sixty (60) days following the Nasdaq Listing or (ii) December 28, 2020 (each, a "**Mandatory Redemption Event**" and the date thereof being referred to as the "**Mandatory Redemption Date**"). Within not less than five (5) days prior to the occurrence of the Mandatory Redemption Event, the Company shall provide notice (the "**Mandatory Redemption Notice**") to each of the Holders setting forth (i) the date of the Mandatory Redemption Event that has occurred, (ii) the Mandatory Redemption Date, (iii) the number of such Holder's Series B Preferred Shares to be redeemed, and (iv) the estimated Mandatory Redemption Amount to be distributed to such Holder on the Mandatory Redemption Date (subject to adjustments due to a Bonus Share Sale Event or Bonus Dividend Event occurring following the written notice).

(6) Voting Rights. Except as provided under Section 7 below, the Holders shall not have any voting powers by virtue of their holding such Series B Preferred Shares. For the sake of clarity, no vote or consent of the Holders shall be required pursuant to Section 7 below if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding Series B Preferred Shares shall have been redeemed, or shall have been called for redemption upon proper notice and sufficient funds or assets shall have been deposited in trust for such redemption.

(7) Protective Provisions. Notwithstanding Section (6) of this Certificate of Designations, so long as any Series B Preferred Shares are outstanding, the affirmative vote or written consent of the Required Holders, voting in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, voting or acting together as a single class, shall be required before the Company shall take any of the following actions:

(a) amend or repeal any provision of, or add any provision to, this Certificate of Designations, if such action would adversely affect the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series B Preferred Shares; or

(b) issue any additional Series B Preferred Shares.; or

(c) sell or dispose the Bonus Shares for a price per share equal to less than NIS 0.40 (subject to adjustments in case of stock splits, consolidation, share dividend (including any dividend or distribution of securities convertible into share capital), reorganization, reclassification, combination, recapitalization or other like change with respect to the Bonus Shares).

(8) Equal Treatment of Holders. No consideration shall be offered or paid to any of the Holders to amend or waive or modify any provision of the Series B Preferred Shares, unless the same consideration (other than the reimbursement of legal fees and expenses) is also offered to all of the Holders. This provision constitutes a separate right granted to each of the Holders by the Company and shall not in any way be construed as the Holders acting in concert or as a group with respect to the purchase, disposition or voting of securities or otherwise.

(9) General Provisions.

(a) In addition to the above provisions with respect to Series B Preferred Shares, such Series B Preferred Shares shall be subject to and be entitled to the benefit of the provisions set forth in the Certificate of Incorporation of the Company with respect to preferred stock of the Company generally; provided, however, that in the event of any conflict between such provisions, the provisions set forth in this Certificate of Designations shall control.

(b) Any Series B Preferred Shares which are repurchased or redeemed shall be automatically and immediately cancelled and shall not be reissued, sold or transferred.

(c) Whenever notice is required to be given under this Certificate of Designations, unless otherwise provided herein, such notice shall be given in accordance with Section 9(f) of the Securities Purchase Agreement.

(d) Whenever any payment of cash is to be made by the Company to any Holder pursuant to this Certificate of Designations, such payment shall be made via wire transfer of immediately available funds by providing the Company such Holder's wire transfer instructions; provided, that a Holder may elect to receive a payment of cash in lawful money of the United States of America by a check drawn on the account of the Company and sent via overnight courier service to such Person at such address as previously provided to the Company in writing (which address, in the case of each of the Holders, shall initially be as set forth on the Schedule of Buyers attached to the Securities Purchase Agreement). Whenever any amount expressed to be due by the terms of this Certificate of Designations is due on any day which is not a Business Day, the same shall instead be due on the next succeeding day which is a Business Day.

(e) Notwithstanding anything to the contrary hereunder, the Company (and its paying agent, if any) shall be entitled to (i) make payments to any applicable tax authority of any withholding taxes imposed under applicable law on any payments, distributions, deemed distributions, redemptions, liquidation and accruals made or arising with respect to the Series B Preferred Shares and (ii) fund such payments by withholding amounts otherwise payable to Holders or by withholding or selling Bonus Shares otherwise transferable to Holders; *provided*, however, that the Company shall use commercially reasonable efforts to provide to Holders at least five (5) Business Days' notice of the Company's intention to make any such withholding and, in reasonable detail, the authority and method of calculation for the proposed withholding in order for Holders to obtain a reduction of, or valid exemption or relief from, such withholding from the applicable tax authority. Any amounts paid to an applicable tax authority pursuant to the provisions of this Section shall be treated as received by the Holders with respect to whom the withholding taxes were paid for all purposes of this Certificate of Designations.

(f) No Series B Preferred Share shall have any rights of preemption whatsoever as to any securities of the Company, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

(10) Governing Law; Jurisdiction; Jury Trial. This Certificate of Designations shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Certificate of Designations shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware,. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. The Company hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address set forth in Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Holders from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to the Holders, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Holders. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS CERTIFICATE OF DESIGNATIONS OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(11) Lost or Stolen Certificates. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Series B Preferred Stock Certificates representing the Series B Preferred Shares, and, in the case of loss, theft or destruction, of an indemnification undertaking by such Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of the Series B Preferred Stock Certificate(s), the Company shall execute and deliver new preferred stock certificate(s) of like tenor and date.

(12) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate of Designations shall be cumulative and in addition to all other remedies available under this Certificate of Designations, at law or in equity (including a decree of specific performance and/or other injunctive relief). No remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Certificate of Designations. The Company covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, redemptions and the like (and the computation thereof) shall be the amounts to be received by such Holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holders shall be entitled, in addition to all other available remedies, to an injunction restraining any breach.

(13) Construction. This Certificate of Designations shall be deemed to be jointly drafted by the Company and all Holders and shall not be construed against any person as the drafter hereof.

(14) Failure or Indulgence Not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

(15) Transfer of Series B Preferred Shares. A Holder may not assign or otherwise sell or dispose the Series B Preferred Shares and the accompanying rights hereunder held by such Holder without the prior written consent of the Company. Any redemptions of Series B Preferred Shares by the Company shall be made calculating the number of applicable Series B Preferred Shares to one-ten thousandth of a Series B Preferred Share.

(16) Series B Preferred Share Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to the Holders), a register for the Series B Preferred Shares, in which the Company shall record the name and address of the persons in whose name the Series B Preferred Shares have been issued, as well as the name and address of each transferee. The Company may treat the person in whose name any Series B Preferred Share is registered on the register as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary, but in all events recognizing any properly made transfers.

(17) Stockholder Matters. Any stockholder action, approval or consent required, desired or otherwise sought by the Company pursuant to the rules and regulations of the Principal Market, the DGCL, this Certificate of Designations or otherwise with respect to the issuance of the Series B Preferred Shares may be effected by written consent of the Company's applicable stockholders or at a duly called meeting of the Company's applicable stockholders, all in accordance with the applicable rules and regulations of the Principal Market and the DGCL. This provision is intended to comply with the applicable sections of the DGCL permitting stockholder action, approval and consent affected by written consent in lieu of a meeting.

(18) Independent Nature of Holders' Obligations and Rights. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute such Holder as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations. Each Holder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Certificate of Designations, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose.

(19) Certain Defined Terms. For purposes of this Certificate of Designations, Preferences and Rights of Series B Preferred Shares of the Company (this "**Certificate of Designations**") the following terms shall have the following meanings:

(a) "**Bonus**" means Bonus BioGroup Ltd., a company incorporated under the laws of the State of Israel.

(b) "**Bonus Dividend Amount**" means the aggregate cash actually received by the Company in a Bonus Dividend Event.

(c) "**Bonus Dividends**" means cash dividends actually received by the Company on the Bonus Shares held by the Company.

(d) "**Bonus Purchase Agreement**" means that certain Share Purchase Agreement, by and between the Company and Bonus, dated as of January 9, 2020.

(e) "**Bonus Share Sale Proceeds**" means the aggregate cash proceeds actually received by the Company in consideration for the sale of Bonus Shares in a Bonus Share Sale Event.

(f) "**Bonus Shares**" means ordinary shares of Bonus, of no par value each, owned by the Company.

(g) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(h) "**Common Stock**" means (i) the Company's shares of common stock, par value $0.001 per share and (ii) any stock capital into which such Common Stock shall have been changed or any stock capital resulting from a reorganization, recapitalization or reclassification of such Common Stock.

(i) "**Junior Stock**" means a class junior in rank to the Series B Preferred Shares in respect of the preferences as to distributions and payments upon a Liquidation Event, including for the avoidance of doubt, the Series A Preferred Stock of the Company and the Common Stock of the Company.

(j) "**Liquidation Event**" means the voluntary or involuntary liquidation, dissolution or winding up of the Company or such Subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Company and its Subsidiaries taken as a whole, in a single transaction or series of transactions, or adoption of any plan for the same.

(k) "**Nasdaq Listing**" means as defined in the Bonus Purchase Agreement.

(l) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(m) "**Principal Market**" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

(n) "**Required Holders**" means the Holders representing at least a majority of the aggregate Series B Preferred Shares then outstanding.

(o) "**Securities Purchase Agreement**" means the Securities Purchase Agreement, dated as of January 9, 2020, by and among the Company and the buyers referred to therein.

(p) "**Series A Preferred Stock**" means the Series A Convertible Preferred Stock of the Company, par value $0.001 per share.

(q) "**Subsidiaries**" means any joint venture or entity in which the Company, directly or indirectly, owns more than 50% of the capital stock or equity or similar interest, including any subsidiaries formed or acquired after the date of this Certificate of Designations.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be signed by Noam Danenberg, its Chief Executive Officer, as of the __ day of January, 2020.

WIZE PHARMA, INC.

By: _____

Name: Noam Danenberg
Title: Chief Executive Officer

Exhibit 10.1

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**") is made and entered into as of the 9 day of January, 2020 (the "**Effective Date**" or "**date hereof**"), by and among **Bonus BioGroup Ltd**., a company incorporated under the laws of the State of Israel ("**Bonus**"), on the one hand; and **Wize Pharma Inc.**, a company incorporated under the laws of the State of Delaware, USA ("**Wize Inc.**" or "**Investor**"); on the other hand. Each of the parties to this Agreement is referred to as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, concurrently with the execution of this Agreement, Bonus and Wize Inc. are entering into that certain Share Purchase Agreement dated as of even date hereof (the "**SPA**"), under which Bonus has undertaken to issue to Wize Inc. and Wize Inc. has undertaken to purchase from Bonus, the Bonus Shares (as defined therein), under the terms and conditions described therein;

WHEREAS, Bonus desires to purchase, and Wize Inc. desires to sell, the Right to LO2A Proceeds (as defined below), in consideration for the LO2A Shares (as defined in the SPA), under the terms and conditions described herein; and

WHEREAS, the Parties have agreed that the simultaneous closing of this Agreement is one of the conditions precedent to the consummation of the transactions contemplated by the SPA.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. **Definitions.**

For purposes of this Agreement, (i) capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the SPA and (ii) the following terms will have the following meanings:

"**Confidential Information**" means any scientific, technical, trade or business information relating to the subject matter of this Agreement designated as confidential, or which otherwise should reasonably be construed under the circumstances as being confidential disclosed by or on behalf of a Party hereto or any of its or its Affiliates' employees or officers, whether in oral, written, graphic or machine-readable form, except to the extent such information: (i) was known to the receiving Party or its Affiliates at the time it was disclosed, as evidenced by such Party's written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (iii) is lawfully and in good faith made available to the receiving Party or its Affiliates by a third party who is not subject to obligations of confidentiality with respect to such information; or (iv) is independently developed without the use of or reference to Confidential Information, as demonstrated by documentary evidence.

"**Intellectual Property Rights**" or "**IPR**" means any and all intellectual property rights, including without limitation (i) patents and patent applications, including all reissues, renewals, reexaminations, extensions, supplementary protection certificates or equivalents thereof, continuations, divisions, and continuations-in-part thereof; (ii) copyrights and all other rights corresponding thereto throughout the world; (iii) rights associated with trademarks, service marks, trade names, trade dress, domain names, logos and similar rights, and the goodwill associated therewith, whether registered or unregistered; (iv) trade secrets and know-how (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, including without limitation, the right to seek remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions.

"**Invoicing Entity**" means Wize IL and OcuWize as well as any LO2A Affiliate.

"**LO2A Affiliate**" means Wize IL, OcuWize or any other Affiliate of Wize IL or OcuWize that receives any rights to the LO2A Technology or the LO2A Proceeds.

"**LO2A Agreement**" means that Exclusive Distribution and Licensing Agreement between Wize IL (including OcuWize) and Resdevco, dated as of May 1, 2015, as amended and supplemented until the date hereof.

"**LO2A Proceeds**" means (i) the total amounts invoiced by or on behalf of, or otherwise due to, any Invoicing Entity, in cash or in kind, generated as a result of the exploitation of the LO2A Technology or any part thereof in any manner whatsoever, including but not limited, in consideration for the sale, lease, conveyance, transfer, rental or other disposal of products and/or grant of rights by any Invoicing Entity to the LO2A Technology or otherwise related to the LO2A Technology, after deduction of: (a) cost of goods solely with respect to those Products invoiced in the relevant invoice; (b) sales taxes (including value added taxes, excise taxes, customs duties and similar indirect taxes on sales) to the extent applicable to such sale and included in the sale invoice; (c) freight, shipping and insurance charges in respect of such sale to the extent such items are separately itemized on invoices; and (d) credits or allowances actually granted on account of recalls, rejections or returns of Products previously sold; provided that: (A) in the event of sale of a Product between two Invoicing Entities for subsequent sale of such Product to a third party, the LO2A Proceeds shall be the greater of: (x) the actual amount charged for the sale of such Product between such Invoicing Entities; and (y) the amount invoiced by or on behalf of, or otherwise due to, an Invoicing Entity for such sale of such Product to an unrelated third party, in each case, after the deductions specified above, to the extent applicable; (B) in the event an Invoicing Entity receives non-cash consideration for a Product, or the LO2A Proceeds shall be the fair market value of such non-cash consideration; and (C) license fees, royalties and other consideration payable under the LO2A Agreement to Resdevco shall be excluded from LO2A Proceeds; and (ii) the consideration payable in a Sale Transaction or in connection therewith without deduction of any expenses.

"**LO2A Technology**" means any invention, know-how or other Intellectual Property Rights owned by or licensed to Wize Group and/or any of its Affiliates prior to, on and/or after the date hereof in connection with, based on and/or as a result of the use of the formula developed by Resdevco for the treatment of dry eye syndrome, and other ophthalmological illnesses, including Conjunctivochalasis and Sjögren's syndrome.

"Wize Material Adverse Effect" means any (A) material adverse effect or change, on or affecting (i) the business (including the LO2A Technology and LO2A Proceeds), properties, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of Wize Inc. and its Subsidiaries, taken as a whole, or (ii) the transactions contemplated hereby or the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or (iii) on the authority or ability of Wize Inc. to perform its obligations under the Transaction Documents, or (iv) on the legality, validity, binding effect or enforceability of any of the Transaction Documents; *provided, however,* that "Wize Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which Wize Group operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable laws or accounting rules following the date hereof; (vi) the public announcement or completion of the Transactions contemplated by this Agreement (provided that no such announcement shall be in violation of the terms hereof); (vii) any natural disaster or acts of God; (viii) any failure by Wize Group to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failure shall not be excluded); or (ix) any changes in the share price of Wize Inc. (provided that the underlying causes of such changes shall not be excluded); except in the case of (i), (ii), (iii), (iv), (v) or (vii) above to the extent these effects or changes do not have a disproportionate effect or change on Wize Group as compared to other Persons in the industries in which Wize Group operates.

"**M&A Transaction**" means (i) the liquidation, dissolution or winding up of Wize IL and/or OcuWize; (ii) a merger or acquisition of Wize IL and/or OcuWize with or into, any other entity or person. Notwithstanding the foregoing, the term M&A Transaction shall not include any transaction or series of related transactions that are part of an internal voluntary reorganization and/or restructuring of the Wize Group or any entity in the Wize Group that does not involve the acquisition of control by a third party not affiliated with the Wize Group, such the merger of OcuWize with and into Wize IL or vice versa.

"OcuWize" means OcuWize Ltd., a company incorporated under the laws of the State of Israel and a wholly owned subsidiary of Wize IL.

"**Product**" means (i) all products, that comprise, contain or incorporate, in whole or in part, LO2A Technology, or (ii) the development, production and/or sale of which is based on, or involves, in whole or in part, the use of LO2A Technology or (iii) products which are produced or manufactured, in whole or in part, using a process, method or system covered by, or falling within, the LO2A Technology; or (iv) any other use, commercialization and/or exploitation of the LO2A Technology in any manner whatsoever and for any purpose or indication whatsoever with respect to all of the foregoing.

"**Resdevco**" means Resdevco Ltd.

"**Sale Transaction**" means (i) the sale of shares of Wize IL and/or OcuWize to a third party that is not an Affiliate of Wize Group; (ii) an M&A Transaction; (iii) the sale of assets of Wize IL and/or OcuWize, or of the portion of Wize IL's and/or OcuWize's business or assets relating to the LO2A Technology; (iv) any transaction or series of related transactions pursuant to which persons or entities (who were not, prior to such transaction, shareholders of Wize IL) acquire issued and outstanding shares of Wize IL or the right to appoint or elect at least fifty percent (50%) of the directors of Wize IL, and/or (v) any of the above transactions if undertaken by an Affiliate of Wize IL to which the Wize IL has licensed the LO2A Technology. For the sake of clarity, an issuance or sale of shares of Wize Inc. itself (not shares of Wize IL or OcuWize or any other LO2A Affiliate), or assets of Wize Inc. that are not directly related to the LO2A Technology or to the LO2A Proceeds, does not constitute a Sale Transaction, except as specified in Section 5.4 below. Notwithstanding the foregoing, the term Sale Transaction shall not include any transaction or series of related transactions that are part of an internal voluntary reorganization and/or restructuring of Wize Group that does not involve the acquisition of control by a third party not affiliated with Wize Group, such the merger of OcuWize with and into Wize IL, or vice versa.

"**Wize IL**" means Wize Pharma Ltd., a company incorporated under the laws of the State of Israel and a wholly owned subsidiary of Wize Inc.

"**Wize Group**" means Wize Inc., Wize IL and OcuWize.

2. The Transaction

2.1 General. Upon the terms and subject to the conditions set forth herein, at the Closing (as defined below), Bonus shall purchase from Wize Inc., and Wize Inc. shall grant to Bonus, the Right to LO2A Proceeds, in consideration for the issuance of the LO2A Shares in accordance with the terms set forth herein.

2.2 Stock Splits, Etc. In the event of any stock split, bonus shares, consolidation, share dividend (including any dividend or distribution of securities convertible into share capital), reorganization, reclassification, combination, recapitalization or other like change with respect to the Ordinary Shares occurring after the date hereof and prior to the Closing, all references in this Agreement to numbers of LO2A Shares and all related calculations shall be equitably adjusted to the extent necessary to provide to Wize Inc. the same economic effect as contemplated by this Agreement.

3. Closing Conditions; Termination, Etc.

3.1 Mutual Closing Conditions. The obligations of each party to consummate the transactions contemplated hereunder, including the issuance of the LO2A Shares and the grant of the Right to LO2A Proceeds (the "**Transaction**"), is subject to the simultaneous occurrence of the Closing (as defined in the SPA).

3.2 Bonus Closing Conditions. The obligations of Bonus to consummate the Transaction is subject to the satisfaction (or waiver in writing by Bonus) of all of the following conditions precedent (the "**Bonus Closing Conditions**"):

3.2.1 The representations and warranties of Wize Inc. set forth herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such time (in each case, except to the extent expressly made as of an earlier date, in which case as of such date) except for those representations and warranties that are qualified by materiality and except for those representations and warranties in Sections 10.5 and 10.6, all of which shall be true and correct in all respects.

3.2.2 Wize Inc. shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

3.2.3 From the date hereof until the Closing, there will have been no Wize Material Adverse Effect.

3.3 Wize Closing Conditions. The obligations of Wize Inc. to consummate the Transaction is subject to the satisfaction (or waiver in writing by Wize Inc.) of all of the following conditions precedent (the "**Wize Closing Conditions**" and together with the Mutual Closing Conditions and the Bonus Closing Conditions, the "**Closing Conditions**"):

3.3.1 The representations and warranties of Bonus set forth herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such time (in each case, except to the extent expressly made as of an earlier date, in which case as of such date), except for those representations and warranties that are qualified by materiality and except for those representations and warranties in Sections 5.1.1, 5.2 and 5.3 of the SPA, all of which shall be true and correct in all respects.

3.3.2 Bonus shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

3.4 Termination. This Agreement may be terminated at any time before the Closing as follows:

3.4.1 By mutual written consent of the parties;

3.4.2 In the event that the Closing shall not occur on or before the Outside Time (as defined in the SPA), either party may terminate this Agreement by written notice to the other party; provided that the party seeking to terminate this Agreement pursuant to this Section shall not have breached in any material respect its obligations under this Agreement in any manner that shall have caused the failure to consummate the Closing on or before such date; or

3.4.3 In the event that Wize Inc. shall have not either (i) deposited the Cash Consideration with the Escrow Agent or (ii) provided evidence that it has received the Cash Consideration (whether in its own bank account or in an account administered by an escrow agent who may be the Escrow Agent), in each case, by no later than the Confirmation Time (as defined in the SPA), either party may, within 24 hours thereafter, terminate this Agreement by written notice to the other party.

3.5 Effect of Termination. Any termination of this Agreement under Section 3.4 above will be effective immediately upon written notice of the terminating party to the other parties hereto specifying the provision of this Agreement on which such termination is based. If this Agreement is terminated as provided in Section 3.4 this Agreement shall forthwith become void and shall have no further effect, without any liability or obligation on the part of either party, this Section 3.5 and Section 12 shall survive any termination of this Agreement in accordance with their respective terms.

4. Closing.

4.1 Closing Date. The closing of the sale and purchase of the LO2A Shares (the "**Closing**") shall take place at 10:00 a.m., local time (Israel) electronically via the exchange of documents and signatures, within no later than the second (2nd) Business Day immediately following the satisfaction (or wavier, by the party entitled to provide such waiver) of all the Closing Conditions (other than those respective conditions that by their nature are to be satisfied only at the Closing), or such other date and time as the Parties agree in writing (the date on which the Closing actually takes place, the "**Closing Date**").

4.2 Closing Deliverables. At the Closing, the following actions will take place, all of which shall be deemed to have occurred simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

4.2.1 Bonus will issue and allocate the LO2A Shares in the name of the Nominee (on behalf of the Investor, to be deposited with the Investor's securities account).

4.2.2 Bonus shall deliver to Wize Inc. all such other closing deliverables as set forth in Section 4 of the SPA, with respect to the LO2A Shares.

5. The Right to LO2A Proceeds

5.1 Subject to, and effective as of, Closing, Wize Inc. hereby grants Bonus the irrevocable right to receive thirty seven percent (37.0%) (the "**Agreed Percentage**") of the Wize Group's (and of any other LO2A Affiliate) LO2A Proceeds (the "**Right to LO2A Proceeds**"), which will be remitted to Bonus by Wize Inc. (or the Invoicing Entity) in accordance with Section 6 below.

5.2 Bonus' Right to the LO2A Proceeds shall be in effect for an unlimited period of time, except as otherwise set forth below.

5.3 It is hereby clarified that, if the LO2A Proceeds are generated from a Sale Transaction, then such payment (of the Agreed Percentage of the LO2A Proceeds) shall be a one-time and final payment (and the Right to LO2A Proceeds shall terminate); *provided however* that if the Sale Transaction includes, directly or indirectly, any further payments, whether monetary or otherwise, including fees, royalties and lump sum payments payable to Wize Inc., Wize IL and/or any LO2A Affiliate following the consummation of the Sale Transaction, then Bonus shall continue to be entitled to the Agreed Percentage of the LO2A Proceeds to which the Invoiced Entity continues, if any, to be entitled thereafter. *By way of illustration of the foregoing only*, if (A) Wize Inc. sells all of the shares of Wize IL for a purchase price that consists of cash payable at closing, then Bonus shall be entitled to a one-time final payment equal to the Agreed Percentage thereof, (B) Wize Inc. sells all of the shares of Wize IL for a purchase price that consists of cash payable at closing and earnout payments, then Bonus shall be entitled to a one-time payment equal to the Agreed Percentage of the cash payable at closing and the Agreed Percentage of the earnout amount if and when actually received, and (C) if Wize IL sells 75% of its rights to the LO2A Technology for cash payable at closing, then Bonus shall be entitled to a one-time payment equal to the Agreed Percentage of the cash payable at closing and continue to be entitled to the Agreed Percentage of the LO2A Proceeds to which the Invoicing Entity shall continue to be entitled following such transaction.

5.4 Notwithstanding anything to the contrary in this Agreement, it is hereby agreed that in the event of a Sale Transaction of Wize Inc. that involves a sale of its shares in an M&A Transaction or similar change of control transaction (the "**Parent COC**"), Bonus shall be entitled, at Bonus' sole discretion, to elect, by delivery of an irrevocable written notice to Wize Inc. (the "**Election Notice**") to either (i) remain with its right to the Agreed Percentage of the LO2A Proceeds or (ii) terminate the Right to LO2A Proceeds and receive a one-time and final payment based on the proceeds paid in such transaction, which payment will be equal to the Agreed Percentage of the LO2A Value ("**LO2A Value**" means the value attributed to Wize IL out of the total proceeds payable for Wize Inc. in such transaction), which LO2A Value shall be determined by BDO Israel or, if BDO Israel is not able or not willing to serve, another independent third party appraiser retained by the Parties (the "**COC Appraiser**"), at the expense of Wize Inc. In this respect, the parties further agree as follows:

5.4.1 The Election Notice shall be provided no later than seven (7) Business Days following written notice by Wize Inc. (the "**Wize COC Notice**"); it being agreed that (i) the Wize COC Notice shall set forth the material terms of the Parent COC, including the proposed purchase price, form and manner of payment (together, the "**COC Pricing & Payment Terms**"); (ii) to the extent available at the time of delivery of the Wize COC Notice, the notice shall include a copy of any signed term sheet, letter of intent or acquisition agreement; (iii) the information in such Wize COC Notice shall be kept confidential by Bonus; (iv) if Bonus fails to timely deliver the Election Notice, Wize Inc. shall be entitled to elect, in its sole discretion, either clause (i) or (ii) of Section 5.4 above; and (v) if the Wize COC Notice was delivered prior to the signing of a binding acquisition agreement and, since the delivery thereof, the COC Pricing & Payment Terms are modified in any material respects (the "**Pricing Terms Modification**"), then Wize Inc. shall deliver to Bonus a new Wize COC Notice and the aforesaid procedure shall apply again, except that the period for Bonus to provide the Election Notice shall be three (3) Business Days.

5.4.2 The COC Appraiser will be engaged within seven (7) days following delivery of the Wize COC Notice and its determination of the LO2A Value shall be delivered, in writing, within 14 days following engagement thereof; it being understood that, in the event that, during such engagement, there is a Pricing Terms Modification, the Appraiser shall deliver its valuation within 14 days following delivery of the notice regarding such Pricing Terms Modification. The COC Appraiser's determination of the LO2A Value shall be final and binding on the parties. For the sake of clarity, the inability of the Parties to agree on the identity of the COC Appraiser (if BDO Israel is not able or not willing to serve) or, without derogating from the second sentence of this Section 5.4.2, any dispute regarding the LO2A Value shall not entitle Bonus to delay or prevent the consummation of any Sale Transaction.

5.5 Wize Inc. undertakes to use its reasonable commercial efforts, taking into account Wize Group's financial position and capabilities, to commercialize (or cause OcuWize or Wize IL, as applicable, to commercialize) the LO2A Technology or any part thereof in any manner whatsoever, including but not limited, by the sale, lease, conveyance, transfer, rental or other disposal of products and/or grant of rights to the LO2A Technology or otherwise generate the LO2A Proceeds.

5.6 Notwithstanding anything contrary hereunder (including Section 5.8) or under the SPA but without derogating from the parties' representations and warranties set forth herein or therein, nothing herein shall be construed as (i) any representation, warranty or guarantee by Wize Inc. or any Person on its behalf that it or any other LO2 Affiliate will be able to generate LO2A Proceeds at all, or, if any are generated, their scope or timing, (ii) granting Bonus any rights to direct, be consulted or otherwise being involved with respect to, the development or commercialization actions of Wize Group in connection with the LO2A Technology (including a Sale Transaction for this matter), or (iii) granting or assigning Bonus any of OcuWize's or its Affiliates rights under the LO2A Agreement, or for Bonus assuming any of OcuWize's or its Affiliates obligations under the LO2A Agreement.

5.7 Subject to, and effective as of, Closing, Wize Inc. undertakes that, for as long as this Agreement and the Right to LO2A Proceeds has not terminated or expired in accordance with the terms hereof: (i) Wize Group shall not create, incur, or permit to exist any Lien (as defined below) on the Right to LO2A Proceeds, and (ii) Wize Group shall not enter into any agreements which would allow the creation or attachment of a Lien upon the Right to LO2A Proceeds, in each case, other than as contemplated under Section 5.8 below.

5.8 Subject to, and effective as of, Closing, Wize Inc. undertakes as follows:

5.8.1 Wize Inc. shall cause, and take all actions necessary (including, but not limited to, using its voting power therein) to cause, Wize IL and OcuWize to perform and take such acts as may be necessary for Wize Inc. to comply with the provisions of this Agreement, including, but not limited to, ensuring that any Agreed Percentage of the LO2A Proceeds is transferred to Bonus in accordance with this Agreement.

5.8.2 As promptly as possible following the Closing and, in any event, not later than 30 days following the Closing, it shall secure and cause Wize IL and OcuWize to secure the obligation of Wize Inc.'s grant of the Right to LO2A Proceeds hereunder by (i) in the case of Wize Inc., filing a UCC lien and (ii) in the case of Wize IL and OcuWize, registering with the Israeli Companies Registrar, a fixed first degree lien, in each case, over their respective rights in the Agreed Percentage of the LO2A Proceeds, in form and substance reasonably acceptable to Bonus.

5.8.3 In the event of a Sale Transaction, which, in accordance with this Agreement, the payment of the Agreed Percentage of the LO2A Proceeds payable to Bonus hereunder in such transaction is not a one-time and final payment (e.g., there are contingent payment following the consummation of the Sale Transaction), the acquirer or successor entity in such Sale Transaction shall provide a written statement to Bonus to the effect that such acquirer assumes responsibility for the payment, in accordance with this Agreement, of the amounts, if any, that will become payable to Bonus under this Agreement following the consummation of the Sale Transaction.

6. <u>Payment of LO2A Proceeds</u>

6.1 **Timing**. Within ten (10) Business Days after receipt of any LO2A Proceeds by any Invoicing Entity, Wize Inc. (or the Invoicing Entity) shall remit to Bonus all amounts due hereunder with respect to such LO2A Proceeds.

6.2 **Payment Currency.** All payments in respect of LO2A Proceeds due under this Agreement shall be payable in the same currency received by the Invoicing Entity or, at Wize Inc.'s election, U.S. Dollars unless otherwise agreed in writing by Bonus and Wize Inc.. Conversion of foreign currency to U.S. Dollars, if applicable, shall be made at the conversion rate as published by the Bank of Israel on the last Business Day prior to the applicable payment date. Notwithstanding anything to the contrary, it is hereby agreed that, in the case of LO2A Proceeds received in the form of securities or other non-cash property in a Sale Transaction, Wize Inc. shall pay (or cause the payment) the LO2A Proceeds due under this Agreement in the same form of consideration received by it (or by the applicable LO2A Affiliate) in such Sale Transaction.

6.3 **Late Payments.** Any payments by Wize Inc. (or the applicable Invoicing Entity) due to Bonus with respect to the LO2A Proceeds that are not paid on or before the date such payments are due under this Agreement shall bear interest beginning on the 30th day following the due date thereof, calculated at the monthly rate of (i) one percent (1.0%) in the first 30 days of delay and (ii) two percent (2.0%) thereafter, compounded monthly; provided, however, that in no event shall such monthly interest rate exceed the maximum rate allowed under applicable law. Interest shall accrue beginning on the 30th day following the due date for payment. Payment of such interest by the applicable Invoicing Entity shall not limit, in any way, Bonus' right to exercise any other remedies Bonus may have as a consequence of the lateness of any payment.

6.4 **Taxes Etc**. All payments made to Bonus hereunder shall be made free and clear of any withholding taxes, levies and/or any other taxes or duties as may be required by applicable law and, other than pursuant to the SPA, any set-off or counterclaim, subject to receipt of valid tax exemptions.

7. Reports

7.1 Within thirty (30) days after the conclusion of each calendar quarter, commencing with the first calendar quarter in which any LO2A Proceeds are generated, Wize Inc. shall deliver (or cause to be delivered) to Bonus a report containing the following information (in each instance, with a Product-by-Product and country-by-country breakdown):

7.1.1 the number of units of Products sold by any Invoicing Entity for the applicable calendar quarter;

7.1.2 the gross amount billed or invoiced for Products sold by any Invoicing Entity during the applicable calendar quarter;

7.1.3 a calculation of LO2A Proceeds for the applicable calendar quarter, including an itemized listing of applicable deductions; and

7.1.4 the total amount payable to Bonus in respect of LO2A Proceeds for the applicable calendar quarter, together with the exchange rates used for conversion, if applicable.

7.2 Each such report shall be certified on behalf of Wize Inc. as true, correct and complete in all material respects.

7.3 If no amounts are due to Bonus for a particular calendar quarter, the report shall include a statement to such effect.

8. Records; Audit

8.1 Wize Inc. shall maintain, and shall cause its LO2A Affiliates to maintain, complete and accurate records of Products that are made, used, or sold, any amounts payable to Bonus in relation to such Products, which records shall include a country-by-country and Product-by-Product breakdown and shall contain sufficient information to reasonably permit the Auditor (as defined below) to confirm the accuracy of any reports or notifications delivered to Bonus under Section 7 above. Wize Inc. shall, and shall cause its LO2A Affiliates, if any, to retain such records relating to a given calendar quarter for at least three (3) years after the conclusion of that calendar quarter.

8.2 Bonus shall have the right, at its expense, to cause an independent, certified public accountant (the "**Auditor**"), selected by Bonus and reasonably acceptable to Wize Inc., to inspect such records during normal business hours and upon reasonable prior written notice for the sole purposes of verifying the accuracy of any reports delivered under Section 7 of this Agreement (and, consequently, payments payable to Bonus hereunder), in respect of any report delivered to Bonus not more than three (3) years prior to the date of such Bonus' written notice.

8.3 Such Auditor shall not disclose to Bonus any information other than information relating to the accuracy of reports and payments delivered under this Agreement. The Auditor shall be required to execute a confidentiality agreement in form and substance reasonably satisfactory to Wize Inc. prior to commencing any such audit. Bonus acknowledges that the Auditor shall conduct its audit in such a manner so as to not unreasonably interfere with Wize Inc.'s or its Affiliates' business.

8.4 The Parties shall reconcile any underpayment or overpayment within thirty (30) days after the Auditor delivers the results of the audit. In the event that any audit performed under this Section 8 reveals an underpayment in excess of five percent (5%) in any calendar year, Wize Inc. shall bear the reasonable cost of such audit. Any overpayment to Bonus shall be fully creditable against future payments payable in subsequent periods; provided that, in the event there is no further obligation to pay Bonus hereunder, Bonus shall pay Wize Inc. the portion of such overpayment not credited within thirty (30) days after such obligation ceased.

8.5 Bonus may exercise its auditing rights under this Section 8 only once every year per audited entity. Upon the expiration of three (3) years following the delivery of any report to Bonus, the calculation of payments payable hereunder to Bonus with respect to such report shall be final, binding and conclusive upon the Parties.

8.6 Notwithstanding anything to the contrary hereunder, the audit rights under this Section 8 and the reporting requirements under Section 7 shall terminate within one year following a Sale Transaction in which the Right to LO2A Proceeds terminates, except that any pending audits or disputes regarding a report shall continue until finally resolved.

9. Representations and Warranties of Bonus

Bonus hereby represents, confirms and warrants to Wize Inc. that the following representations shall be true, correct and complete as of the execution date of this Agreement and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except as set forth in the Company Disclosure Letter delivered to Wize Inc. on the date hereof (such disclosures being considered to be made for purposes of the specific sub-Section of the Company Disclosure Letter in which they are made and for purposes of all other Sections only to the extent the relevance of such disclosure is reasonably apparent on its face):

9.1 General. Bonus makes (and reiterates) the same representations and warranties set forth in Section 5 of the SPA as of the date hereof and as of the Closing.

9.2 Experience. Bonus has the knowledge and experience in financial, industry, business and Intellectual Property Rights matters, such that it is capable of evaluating the merits and risks of the Transaction and its implied investment in the commercialization of the LO2A Technology. Without derogating from the representations and warranties of Wize Inc. in Section 10 below, Bonus further acknowledges that (i) it has been provided with, and understand, the SEC Documents and (ii) it had an adequate opportunity to ask questions of, and receive answers from, Wize Group as well as Wize Group's officers, employees, agents and other representatives concerning the LO2A Technology and all other matters relevant to the Transaction.

9.3 Consents. Bonus has obtained all consents and authorizations that shall be necessary or required lawfully for its execution, delivery and performance of this Agreement and the other Transaction Documents (including the issuance of the Bonus Shares), except for receipt of the TASE Approval.

9.4 No Other Representations or Warranties. Except for the representations and warranties contained in this Section 9 and in any certificate delivered by Bonus hereunder (including the SPA), neither Bonus nor any other Person on behalf of Bonus or its Subsidiaries makes any other express or implied representation or warranty with respect to Bonus or its Subsidiaries or with respect to any other information provided by or on behalf of Bonus or its Subsidiaries.

10. Representations and Warranties of Wize Inc. –

Wize Inc. hereby represents, confirms and warrants to Bonus that the following representations shall be true, correct and complete as of the execution date of this Agreement and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except as set forth in the Wize Disclosure Letter delivered to Bonus on the date hereof (such disclosures being considered to be made for purposes of the specific sub-Section of the Wize Disclosure Letter in which they are made and for purposes of all other Sections only to the extent the relevance of such disclosure is reasonably apparent on its face):

10.1 General.

10.1.1 Experience. Without derogating from the representations and warranties made by Bonus, Wize Inc. represents that it has made its own assessment of the present condition and the future prospects of Bonus and is sufficiently experienced to make an informed judgment with respect thereto.

10.1.2 Acquisition for Own Account. Wize Inc. is acquiring the LO2A Shares as principal for its own account for investment purposes only and not with an immediate view to or for distributing or reselling such LO2A Shares or any part thereof, without prejudice, however, to Wize Inc.'s right at all times to sell or otherwise dispose of all or any part of such LO2A Shares in compliance with applicable securities laws, including lock up provisions prescribed by applicable laws and regulations.

10.1.3 Brokers; Fees and Expenses. Except for H.C. Wainwright & Co., LLC, a true and complete copy of which engagement letter has been made available to Bonus, there is no investment banker, broker, finder or similar agent or other Person that has been retained by or is authorized to act on behalf of Wize Inc. or any of its Subsidiaries who is entitled to any financial advisor, brokerage, finder or other similar fee or commission in connection with the transactions contemplated hereby.

10.2 SEC Documents; Financial Statements. Since January 1, 2018, Wize Inc. has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof or prior to the Closing Date, and all exhibits included therein and financial statements, notes and schedules thereto being hereinafter referred to as the "**SEC Documents**"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of applicable law, including the 1934 Act, applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of Wize Inc. included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto as in effect as of the time of filing. Such financial statements have been prepared in accordance with U.S. GAAP, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of Wize Inc. and its Subsidiaries as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material either individually or in the aggregate).

10.3 Subsidiaries. Wize Inc. holds 100% of the outstanding share capital of Wize Ltd. Wize Ltd. holds 100% of the outstanding share capital of OcuWise.

10.4 LO2A Technology. Wize Inc., via Ocuwize, sponsors a study, a true and correct copy of the protocol of which, as of the date hereof, in Section 10.4 of the Wize Disclosure Letter.

10.5 Organization and Qualification. Each of Wize Inc., Wize IL and OcuWize is an entity duly organized and validly existing and in good standing (excluding for purposes of the representation regarding good standing, any entity formed in Israel) under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted.

10.6 Authorization; Enforcement; Validity. Wize Inc. has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, including but not limited to the sale of the Right to LO2A Proceeds, and each of the Transaction Documents in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by Wize Inc. and the consummation by Wize Inc. of the transactions contemplated hereby and thereby, including, without limitation, the grant of Right to LO2A Proceeds, have been duly authorized by Wize Inc. Board of Directors and no further consent or authorization is required from Wize Inc., its Board of Directors or its shareholders. This Agreement and the other Transaction Documents have been duly executed and delivered by Wize Inc., and constitute the legal, valid and binding obligations of Wize Inc., enforceable against Wize Inc. in accordance with their respective terms, except as such enforceability may be limited by the Bankruptcy and Equity Exceptions.

10.7 No Conflicts. The execution, delivery and performance of the Transaction Documents by Wize Inc. and the consummation by Wize Inc. of the transactions contemplated hereby and thereby will not (i) result in a violation of the Articles of Association of Wize Inc. or its Subsidiaries, any memorandum of association, certificate of incorporation, certificate of formation, bylaws, any certificate of designations or other constituent documents of Wize Inc. or any of its Subsidiaries, or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture or instrument to which Wize Inc. or any of its Subsidiaries is a party, including the LO2A Agreement or (iii) result in a violation of any law, rule, regulation, order, judgment or decree applicable to Wize Inc. or any of its Subsidiaries or by which any property or asset of Wize Inc. or any of its Subsidiaries is bound or affected.

10.8 Permits. Except as set forth in the SEC Documents, (i) Wize Group is in compliance with the terms of all permits, licenses, authorizations, consents, approvals and franchises from governmental authorities required to conduct its business as currently conducted in connection with the LO2A Technology ("**Permits**"), and no suspension or cancellation of any such Permits is pending or, to the knowledge of Wize Inc., threatened, except for such non-possession, noncompliance, suspensions or cancellations that have not had, individually or in the aggregate, a Wize Material Adverse Effect, and (ii) except for matters that have not had, individually or in the aggregate, a Wize Material Adverse Effect, Wize Group has not received written notice from a governmental authority of any legal proceeding relating to (x) any actual or alleged violation of, or failure to comply with, any term or requirement of any such Permit or (y) any withdrawal, suspension, cancellation, termination, nonrenewal or modification of any such Permit.

10.9 Absence of Certain Changes. Since September 30, 2019, there has been no Wize Material Adverse Effect.

10.10 No Undisclosed Events, Liabilities, Developments or Circumstances. As of the date hereof, other than the Transactions, no event, liability, development or circumstance has occurred or exists, or is contemplated to occur, that would be required to be disclosed by Wize Inc. under applicable securities laws, which has not been publicly announced.

10.11 Consents. Wize Group has obtained all consents and authorizations that shall be necessary or required lawfully for its execution, delivery and performance of this Agreement and the other Transaction Documents (including the grant of the Right to LO2A Proceeds to Bonus).

10.12 Absence of Litigation. Except as set forth in the SEC Documents, there is no action, suit, or proceeding before or by any court, public board, government agency, self-regulatory organization or body, pending or, to the knowledge of Wize Inc., threatened against Wize Group with regard to the LO2A Technology and/or LO2A Agreement, or any of Wize Inc.'s or its Affiliates' officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such, except for actions, suits or proceedings which would not, individually or in the aggregate, reasonably be expected to have a material impact on Wize Group (including the LO2A Technology).

10.13 Intellectual Property Rights. To Wize Inc.'s knowledge (without conducting any independent investigation, including any patent search), (i) Resdevco has sole ownership of the Licensed Technology (as defined in the LO2A Agreement), (ii) the Licensed Technology (as defined in the LO2A Agreement) is valid and (iii) there is no legal proceeding pending, or being threatened, against Resdevco or Wize Group claiming that the Licensed Technology (as defined in the LO2A Agreement) infringes the Intellectual Property Rights of any third party. OcuWize holds a valid license to use the Intellectual Property Rights relating to the LO2A Technology as set forth in the LO2A Agreement and, other than its rights under the LO2A Agreement, Wize Group does not have any other rights in the LO2A Technology. There is no claim, action or proceeding being made or brought, or to the knowledge of Wize Inc., being threatened, against Resdevco or Wize Group that the LO2A Technology infringes the Intellectual Property Rights of any third party. Wize Group has taken reasonable security measures to protect the secrecy, confidentiality and value of all of its Intellectual Property Rights.

10.14 Absence of Liens and Encumbrances. Wize Group has a valid right in the Licensed Technology (as defined in the LO2A Agreement) and LO2A Proceeds in accordance with the LO2A Agreement and, at Closing, shall grant Bonus the Right to LO2A Proceeds free and clear of any liens, pledges, charges, security interests or encumbrances, third party rights, rights of first refusal or similar rights (collectively, "**Liens**"), provided that it is hereby clarified that the foregoing shall not be deemed as a representation regarding Intellectual Property Rights (the representations of which are set forth in Section 10.13 above).

10.15 LO2A Agreement. The LO2A Agreement is in full force and effect and is valid, binding and enforceable in accordance with its terms, except as such enforceability may be limited by the Bankruptcy and Equity Exceptions. Wize Group is in compliance in all material respects with, and is not otherwise in breach, violation or default, in any material respect, of the terms or conditions of the LO2A Agreement (including time lines, schedules, time of performance requirements and other milestones under the LO2A Agreement), nor to Wize Inc. knowledge, has there occurred any event or occurrence that would constitute a breach, violation or default (with or without the lapse of time, giving of notice or both) by OcuWize (or any Affiliate thereof, including Wize IL and Wize Inc.) of the LO2A Agreement, in any material respect. To Wize Inc.'s knowledge, no material breach of any of the terms or conditions of the LO2A Agreement by Resdevco has occurred. Wize Inc. has delivered to Bonus an accurate and complete copy of the LO2A Agreement.

10.16 No Other Representations or Warranties. Except for the representations and warranties contained in this Section 10 and in any certificate delivered by Wize Inc. hereunder, neither Wize Inc. nor any other Person on behalf of Wize Inc. or their Affiliates makes any other express or implied representation or warranty with respect to Wize Inc. or its Affiliates, including the LO2A Technology, or with respect to any other information provided by or on behalf of Wize Inc. or its Affiliates.

11. Notice of Events.

11.1 During the period from the date of this Agreement and until the earlier of the Closing Date and the valid termination of this Agreement, (i) Bonus shall notify Wize Inc. promptly following becoming aware of (A) any inaccuracy in or breach of any of its representations, warranties or covenants contained in this Agreement which would reasonably be expected to cause any of the Mutual Closing Conditions or Wize Closing Conditions not to be timely (or at all) satisfied and (B) any other event, condition, fact or circumstance that would make the timely satisfaction of any of the Mutual Closing Conditions or Wize Closing Conditions impossible or unlikely; and (ii) Wize Inc. shall notify Bonus promptly following becoming aware of (A) any inaccuracy in or breach of any of its representations, warranties or covenants contained in this Agreement which would reasonably be expected to cause any of the Mutual Closing Conditions or Bonus Closing Conditions not to be timely (or at all) satisfied and (B) any other event, condition, fact or circumstance that would make the timely satisfaction of any of the Mutual Closing Conditions or Bonus Closing Conditions impossible or unlikely.

11.2 If any event, condition, fact or circumstance that is required to be disclosed pursuant to Section 11.1 requires any change in the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, or if any such event, condition, fact or circumstance would require such a change assuming the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, was dated as of the date of the occurrence, existence or discovery of such event, condition, fact or circumstance, then Bonus or Wize Inc., as applicable, may (but are not obligated to) deliver to the other party a written update to the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, specifying such change. In this respect, it is hereby agreed that (a) no such notice or update shall be deemed to supplement or amend the Company Disclosure Letter, or the Wize Disclosure Letter, as applicable, for the purpose of determining whether any of the Closing Conditions has been satisfied and (b) such notice or update shall be deemed to supplement or amend the Company Disclosure Letter, or the Wize Disclosure Letter, as applicable, for the purpose of determining the accuracy of any of the representations and warranties made by Bonus or Wize Inc. in this Agreement (including for purpose of any remedy for a breach thereof hereunder), only if (i) such notice or update is with respect to factual updates of the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, regarding events that occurred following the date hereof and (ii) despite receipt of such notice, Bonus or Wize Inc., as the case may be, determined to proceed with the Closing.

12. Miscellaneous

12.1 Amendment. No change and/or amendment to this Agreement or any of the provisions thereof shall be valid and/or binding unless made in writing and was signed by the parties to this Agreement.

12.2 Entire Agreement. This Agreement together with the Transaction Documents, as such term is defined under the SPA, contains and exhausts the full and entire understanding, agreement and relations between the parties hereto with regard to the subject matters hereof, and shall supersede, in their entirety, any prior document, negotiations, declaration, representation, undertaking or consent with regard to the subject matters contained herein, whether made in writing and/or verbally, expressly and/or implicitly and/or in any other way, prior to execution of this Agreement, including the non-binding Term Sheet entered into between the parties on October 10th, 2019 (as amended from time to time).

12.3 English version governs; Construction. This Agreement may be translated into another language, as a comfort translation. However, between this version and any other translated version of this Agreement, the English version shall prevail. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. When used in this Agreement, (i) references to "$" or "Dollars" are references to U.S. dollars; (ii) the words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) the words "include," "includes" and "including" will be deemed in each case to be followed by the words "without limitation".

12.4 Governing Law; Jurisdiction. The laws of the State of Israel shall apply and govern this Agreement. Exclusive jurisdiction in all matters pertaining to and in connection with this agreement shall be vested in the competent courts of Tel Aviv, Israel.

12.5 Assignment. Other than as set forth in this Agreement, no party to this Agreement may assign, transfer or encumber, in any way or form, its rights or obligations pursuant to this Agreement, in whole or in part, without the prior written consent of the other parties to this Agreement; provided, however, that (i) Wize Inc. may make the assignment(s) as permitted under Section 13.5 of the SPA and (ii) Wize Inc. may assign its rights and obligations under this Agreement to the acquirer in a Sale Transaction that involves the sale of assets of Wize IL and/or OcuWize, or of the portion of Wize IL's and/or OcuWize's business or assets relating to the LO2A Technology, to such acquirer (other than the obligation, if any, to be paid a portion of the LO2A Proceeds arising in such Sale Transaction in accordance with Section 5 hereof).

12.6 Notice. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing to the address set forth below and shall be deemed to have been duly given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail (or, if indicated below, facsimile) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (iii) five (5) days after having been sent by registered mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, in each case, addressed to the parties' addresses as set forth herein. Each party may change its address for the purposes of this Agreement, by providing a written notice that shall be sent or delivered to the other party at its address.

If to Bonus:

Bonus BioGroup Ltd.
Matam Advanced Technology Park, Building 8B, 6th floor,
P.O.B. 15143, Haifa 3190501, Israel
E-mail: office@bonus-bio.com
Attention: Dr. Shai Meretzki and Yossi Rauch

with required copies (which shall not constitute notice) to:

Dr. Shai Meretzki
E-mail: shaime@bonus-bio.com

and

Yossi Rauch
E-mail: yossira@bonus-bio.com

and

Efrati Galili Confino & Co.
Address: 28 Haarbaa St. | Haarbaa South Tower
| 19th floor | Tel Aviv 6473925
Attention: Gil Lavron, Adv.
Email: gil@egl.co.il

If to Wize Inc.:

Wize Pharma, Inc.
24 Hanagar Street
Hod Hasharon, Israel 4527708
E-mail: noam@wizepharma.com; or@wizepharma.com
Attention: CEO and CFO

with required copies (which shall not constitute notice) to:

Goldfarb Seligman & Co.
Ampa Tower, 98 Yigal Alon Street
Tel Aviv 67891, Israel
E-mail: ido.zemach@goldfarb.com
Attention: Ido Zemach, Adv.

12.7 Binding Effect; Benefit; Assignment. The provisions of this Agreement and any other Transaction Document, as the case may be, is intended for the benefit of the parties hereto and their respective successors and permitted assigns, shall be binding upon and shall inure to the benefit of the parties hereto and thereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

12.8 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties hereto to the terms and conditions of this Agreement.

12.9 Remedies. All rights and remedies of any party hereto under this Agreement are cumulative and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other such rights or remedies given hereunder or now or hereafter existing at law or in equity or otherwise.

12.10 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.11 Specific Performance. Notwithstanding anything to the contrary herein, the parties hereto agree that irreparable damage may occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity.

12.12 Survival of Warranties; Limitation of Liability. All representations and warranties made by Bonus and Wize Inc. shall survive the Closing and remain in full force and effect for a period of 24 months following the Closing, provided, however, that the representations and warranties contained in Sections 5.1.1, 5.2 and 5.3 of the SPA and Sections 10.5 and 10.6 of this Agreement shall survive the Closing and shall expire thirty (30) days after the expiration date of the applicable statute of limitations. In no event shall either party be liable to the other for consequential, special, punitive or indirect damages.

12.13 Publicity. Each of the parties hereto shall coordinate with each other all publicity relating to the transactions contemplated by this Agreement, and shall not issue any press release, immediate report or other filing with the ISA or the U.S. SEC relating to this Agreement or the transactions contemplated by this Agreement without first obtaining the prior consent of the other or its representative, except that neither party shall be precluded from timely making such filings or giving such notices as may be required by applicable law or the rules of any stock exchange. Each of the parties hereto shall cooperate and shall use their reasonable efforts to agree on the form and substance of the report to be filed by Bonus with the ISA and Wize Inc. with the U.S. SEC relating to the transactions contemplated by this Agreement.

12.14 Delays or Omissions. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his or her or its rights hereunder or under any other agreement, instrument or document signed by any of them with respect to the subject matter hereof unless such waiver is in writing and signed by the party waiving said right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right with respect to the subject matter hereof shall operate as a waiver of such right or of any such other right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument or document, will be cumulative, and may be exercised separately or concurrently.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Exchange Agreement as of the Effective Date.

/s/ Yossi Rauch	/s/ Shai Meretzki
Bonus BioGroup Ltd.	
By: Yossi Rauch Title: Executive Chairman	By: Shai Meretzki Title: CEO and Director
/s/ Noam Danenberg	/s/ Or Eisenberg
Wize Pharma Inc.	
By: Noam Danenberg Title: CEO	By: Or Eisenberg Title: CFO & COO

Exhibit 10.2

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**") is made and entered into as of the 9 day of January, 2020, by and between **Bonus BioGroup Ltd.,** an Israeli Public Company 520039777 (the "**Company**") and **Wize Pharma Inc.**, a Delaware corporation (the "**Investor**" or "**Wize**").

WHEREAS, the Company is a public company registered in Israel, whose securities are traded on the Tel Aviv Stock Exchange Ltd. (the "**TASE**");

WHEREAS, the Board of Directors of the Company (the "**Board**") has (A) determined that it is in the best interests of the Company to issue the Bonus Shares at the Closing in consideration for: (i) at the Closing, US$3,700,000 (three million and seven hundred thousand US dollars), in immediately available funds, free and clear of any restrictions; (ii) at the Milestone Closing, US$3,700,000 (three million and seven hundred thousand US dollars), in immediately available funds, free and clear of any restrictions; and (iii) at the Closing, the Right to LO2A Proceeds (as defined in the Exchange Agreement), all under the terms and conditions described in this Agreement and the Exchange Agreement (collectively referred to as the "**Transaction**"), and (B) approved the execution and performance of this Agreement, the Exchange Agreement and the other transactions contemplated under the Transaction;

WHEREAS, concurrently with the execution of this Agreement, the parties hereto are entering into the Exchange Agreement;

WHEREAS, simultaneously with the execution and delivery of this Agreement, and as a condition and material inducement to Wize's willingness to enter into this Agreement, certain key shareholders of the Company are entering into support undertakings with Wize, each in the form attached hereto as **Exhibit A** (the "**Support Agreements**");

WHEREAS, simultaneously with the execution and delivery of this Agreement, and as a condition and material inducement to Wize's willingness to enter into this Agreement, the Chief Executive Officer of the Company is entering into a proprietary information undertaking with the Company, in the form attached hereto as **Exhibit B** (the "**IP Undertaking**"); and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Investor, the Company and the Escrow Agent are entering into an escrow agreement in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**"), whereby, among other things, (i) at or prior to Closing, the Investor shall deposit the Cash Consideration with the Escrow Agent, (ii) at the Closing, the Escrow Agent shall transfer the Initial Cash Consideration to the Company, and (iii) at the Milestone Closing, the Escrow Agent shall transfer the Milestone Cash Consideration to the Company, all under the terms and conditions set forth in this Agreement and the Escrow Agreement;

NOW, THEREFORE, it has been acknowledged, stipulated and agreed between the parties as follows:

1. **Definitions**

For purposes of this Agreement, the following terms will have the following meanings:

"**Agreed Amount**"	Sixteen Million and Four Hundred Thousand US dollars (US$16,400,000)
"**Agreed Advance PPS**"	The average closing price of the Ordinary Shares shares on TASE during 14 trading days prior to the issuance date of the Advance Shares.
"**Agreed PPS**"	NIS 0.50 (in words: fifty agorot of NIS).
"**Affiliate**"	With respect to any Person, another Person which directly or indirectly Controls, is Controlled by or is under common Control with such Person. For the purposes of this definition, **"Control"** shall have the meaning as set out in the ISL.
"**Bonus Shares**"	A number of Ordinary Shares equal to the quotient obtained by dividing (A) the Agreed Amount expressed in NIS (based on the Exchange Rate as of the Business Day immediately prior to the date hereof) by (B) the Agreed PPS, with fractional shares rounded up to the nearest whole share; subject to adjustment in the case of split, reclassification, dividends and the like as more fully detailed herein if occurs following the date hereof.
"Business Day"	a day on which the principal banks located in Tel Aviv and New York are open for business during normal banking hours.
"**Cash Consideration**"	The sum of (A) US$3,700,000 (three million and seven hundred thousand US dollars) (the "**Initial Cash Consideration**") and (B) US$3,700,000 (three million and seven hundred thousand US dollars) (the "**Milestone Cash Consideration**").
"Company's Bank"	Bank Leumi Le-Israel BM, Leumi Tech Business Branch NO.864, 15 Hamenofim St. Herzliya 4672566, Israel.
"Company's Bank Account"	Account number 86100027 in the name of Bonus BioGroup Ltd., that is held at the Company's Bank and/or Swift / TID: LUMIILITXXX IBAN: IL770108640000086100027
"Escrow Agent"	IBI Trust Management, or such other entity mutually agreed between the parties.
"**Exchange Agreement**"	That certain Exchange Agreement entered into by and between the Company and Wize, of even date herewith.
"Exchange Rate"	the rate of exchange reported by the Bank of Israel for the US Dollar.
"**Initial Shares**"	means the Initial PIPE Shares and the LO2A Shares.

"ISL"	The Israeli Securities Law, 5728 – 1968, together with the regulations promulgated thereunder.
"LO2A Shares"	50% (fifty percent) of the Bonus Shares.
"Material Adverse Effect"	Any (A) material adverse effect or change, on or affecting (i) the business, properties, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of the Company and of the Subsidiaries (as defined below), taken as a whole, or (ii) the transactions contemplated hereby or the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or (iii) on the authority or ability of the Company to perform its obligations under the Transaction Documents, or (iv) on the legality, validity, binding effect or enforceability of any of the Transaction Documents; *provided, however,* that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable laws or accounting rules following the date hereof; (vi) the public announcement or completion of the Transactions contemplated by this Agreement (provided that no such announcement shall be in violation of the terms hereof); (vii) any natural disaster or acts of God; (viii) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failure shall not be excluded); or (ix) any changes in the share price of the Company (provided that the underlying causes of such changes shall not be excluded); except in the case of (i), (ii), (iii), (iv), (v), (vii) or (ix) above to the extent these effects or changes do not have a disproportionate effect or change on the Company as compared to other Persons in the industries in which the Company operates.
"Nominee"	The Tel Aviv Stock Exchange Nominee Company Ltd.
"**Ordinary Share**"	An ordinary share, without a nominal value, of the Company.

"Person"	An individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.
"PIPE Shares"	50% (fifty percent) of the Bonus Shares, of which (i) one half (i.e., 25% of the Bonus Shares) shall be designated as "**Initial PIPE Shares**" and (ii) one half (i.e., 25% of the Bonus Shares) shall be designated as the "**Milestone Shares**".
"**Transaction Documents**"	This Agreement, the Exchange Agreement, the Support Agreements, the Registration Rights Agreement, the Escrow Agreement, the IP Undertaking and any and all other documents contemplated to be delivered or executed in connection therewith and the transactions contemplated hereby and thereby.

2. **The Transaction**

2.1. General. Upon the terms and subject to the conditions set forth herein, at the Closing (as defined below), the Investor shall purchase from the Company, and the Company shall issue and sell to the Investor, the PIPE Shares in consideration for the Cash Consideration (except that the Milestone Shares and the Milestone Cash Consideration shall be deposited with the Escrow Agent until the release thereof in accordance with the terms of this Agreement and the Escrow Agreement).

2.2. Stock Splits, Etc. In the event of any stock split, bonus shares, consolidation, share dividend (including any dividend or distribution of securities convertible into share capital), reorganization, reclassification, combination, recapitalization or other like change with respect to the Ordinary Shares occurring after the date hereof and prior to the Closing, all references in this Agreement to numbers of Bonus Shares (including Milestone Shares) and all related calculations shall be equitably adjusted to the extent necessary to provide to the Investor the same economic effect as contemplated by this Agreement.

2.3. Advance. Notwithstanding anything to the contrary hereunder, (a) Investor undertakes to transfer (or cause to be transferred, including through the Escrow Agent) to the Company's Bank Account, as soon as promptly practicable following the date hereof, a cash sum equal to US$500,000 (five hundred thousand US Dollars) (the "**Advance**") on account of the Cash Consideration (and, for the sake of clarity, the Initial Cash Consideration), and (b) if this Agreement is validly terminated in accordance with Section 3.4 below, then (A) the Company shall immediately issue a number of Ordinary Shares equal to the quotient obtained by dividing (A) the Advance expressed in NIS (based on the Exchange Rate as of the Business Day immediately prior to the date hereof) by (B) the Agreed Advance PPS, with fractional shares rounded up to the nearest whole share; subject to adjustment in the case of split, reclassification, dividends and the like as more fully detailed herein if occurs following the date hereof (the "**Advance Shares**") in the name of the Nominee (for the benefit of the Investor, to be deposited with the Investor's securities account) together with a copy of a letter of issuance (the "**Letter of Issuance**") to the Nominee representing the Advance Shares together with an instruction letter (the "**Instruction Letter**") irrevocably instructing it to accredit the securities account of the TASE member in which the Investor's securities account is managed (the "**Investor TASE Member**"), for the benefit of the Investor's securities account therein, by the number of Advance Shares; (B) for the sake of clarity, the Company shall obtain the approval of TASE for such issuance; (C) for the sake of clarity, despite Section 3.5 hereof, Sections 5, 6, 7, 10, 11.10 and 13 shall continue to be valid; and (D) if the Company is the one terminating this Agreement, the issuance of the Advance Shares to the Investor within three (3) Business Day following termination shall be a condition precedent to such termination.

2.4. Guarantee. It is hereby agreed that, notwithstanding anything to the contrary hereunder, "Cash Consideration" (including Initial Cash Consideration and Milestone Cash Consideration), for all intents and purposes hereunder and under the other Transaction Documents, may consist (and therefore, the definition of such terms shall include) of an executed bank guarantee or other similar instrument; *provided that* Investor may not use such instrument (in lieu of cash) unless the form and substance thereof is acceptable to Bonus.

3. **Closing Conditions; Termination Etc.**

3.1. Mutual Closing Conditions. The obligations of each party to consummate the Transaction, including the issuance of the PIPE Shares and the transfer of the Cash Consideration as contemplated herein, is subject to the satisfaction of all of the following conditions precedent (the "**Mutual Closing Conditions**"):

3.1.1. The approval of the TASE for the registration of all the Bonus Shares, including the Milestone Shares, has been duly obtained (the "**TASE Approval**"). In this respect, the Company undertakes to take all action to register these securities for trading on the TASE. All expenses incurred in connection with such registration will be borne by the Company.

3.1.2. No governmental authority or court of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, judgement, injunction or other order (whether temporary, preliminary or permanent) which (i) is in effect and (ii) has the effect of making the consummation of the Transaction illegal or otherwise prohibiting, restraining, enjoining or preventing consummation thereof.

3.1.3. The closing of the transactions contemplated by the Exchange Agreement shall have occurred.

3.2. Company Closing Conditions. The obligations of the Company to consummate the Transaction is subject to the satisfaction (or waiver in writing by the Company) of all of the following conditions precedent (the "**Company Closing Conditions**"):

3.2.1. The representations and warranties of Investor set forth herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such time (in each case, except to the extent expressly made as of an earlier date, in which case as of such date).

3.2.2. Investor shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

3.2.3. The Investor shall have deposited the Cash Consideration (*minus* the Advance if previously transferred to the Company's Bank Account) with the Escrow Agent in accordance with the Escrow Agreement and this Agreement.

3.3. Investor Closing Conditions. The obligations of the Investor to consummate the Transaction is subject to the satisfaction (or waiver in writing by the Investor) of all of the following conditions precedent (the "**Investor Closing Conditions**" and together with the Mutual Closing Conditions and the Company Closing Conditions, the "**Closing Conditions**"):

3.3.1. The representations and warranties of the Company set forth herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made at and as of such time (in each case, except to the extent expressly made as of an earlier date, in which case as of such date), except for those representations and warranties that are qualified by materiality and except for those representations and warranties in Sections 5.1.1, 5.2 and 5.3, all of which shall be true and correct in all respects.

3.3.2. The Company shall have performed or complied in all material respects with all covenants and obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

3.3.3. All of the documents to be delivered by the Company pursuant to Section 4 below shall be substantially in the form as attached to this Agreement, or, if not attached, in a form and substance reasonably satisfactory to the Investor and shall be delivered to the Investor at or prior to the Closing.

3.3.4. From the date hereof until the Closing there will have been no Material Adverse Effect.

3.3.5. The Company shall have executed and delivered to the Investor a registration rights agreement in the form attached hereto as **Exhibit D** (the "**Registration Rights Agreement**").

3.3.6. The Support Agreements and IP Undertaking shall be valid and in full force and effect and not rescinded in any manner.

3.4. Termination. This Agreement may be terminated at any time before the Closing as follows:

3.4.1. By mutual written consent of the parties; or

3.4.2. In the event that the Closing shall not occur on or before 5:00 p.m. (IL Time) on the 30th day following the date hereof (the "**Outside Time**"), either party may terminate this Agreement by written notice to the other party; provided that the party seeking to terminate this Agreement pursuant to this Section shall not have breached in any material respect its obligations under this Agreement in any manner that shall have caused the failure to consummate the Closing on or before such date; or

3.4.3. In the event that Wize shall have not either (i) deposited the Cash Consideration with the Escrow Agent (*minus* the Advance if previously transferred to the Company's Bank Account) or (ii) provided evidence that it has received the Cash Consideration (whether in its own bank account or in an account administered by an escrow agent who may be the Escrow Agent), in each case, by no later than January 20, 2020 at 5:00 p.m. (IL Time) (the "**Confirmation Time**"), either party may, within 24 hours thereafter, terminate this Agreement by written notice to the other party.

3.5 Effect of Termination. Any termination of this Agreement under Section 3.4 above will be effective immediately upon written notice of the terminating party to the other parties hereto specifying the provision of this Agreement on which such termination is based. If this Agreement is terminated as provided in Section 3.4 this Agreement shall forthwith become void and shall have no further effect, without any liability or obligation on the part of either party, except (i) other than in the event of valid termination pursuant to Section 3.4.3 above - for claims for damages to the extent that such termination results from a material and willful breach by a party of any of its representations, warranties, covenants or agreements in this Agreement; and (ii) notwithstanding the foregoing, this Section 3.5 and Section 13 shall survive any termination of this Agreement in accordance with their respective terms.

4. **Closing.**

4.1. Closing Date. The closing of the sale and purchase of the Bonus Shares (the "**Closing**") shall take place at 10:00 a.m., local time (Israel) electronically via the exchange of documents and signatures, within no later than the second (2nd) Business Day immediately following the satisfaction (or wavier, by the party entitled to provide such waiver) of all the Closing Conditions (other than those respective conditions that by their nature are to be satisfied only at the Closing), or such other date and time as the Company and the Investor agree in writing (the date on which the Closing actually takes place, the "**Closing Date**").

4.2. Closing Deliverables. At the Closing, the following actions will take place, all of which shall be deemed to have occurred simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

4.2.1. The Company will issue and allocate (i) the Initial Shares in the name of the Nominee (for the benefit of the Investor, to be deposited with the Investor's securities account) and (ii) the Milestone Shares in the name of the Nominee (for the benefit of the Escrow Account managed by the Escrow Agent, to be deposited with the Escrow Agent's securities account).

4.2.2. The Company shall deliver to the Investor a certificate dated as of the Closing Date, duly signed on behalf of the Company by the Chief Executive Officer of the Company, certifying that (i) the Board of Directors has approved the Transaction (and attaching a copy of the resolutions) and (ii) the Investor Closing Conditions (other than those waived in writing by the Investor, if any) and the Mutual Closing Conditions have been satisfied.

4.2.3. The Company shall deliver to Investor a copy of the TASE Approval.

4.2.4. The Company shall deliver to Investor a copy of a letter of issuance (the "**Letter of Issuance**") to the Nominee representing the Bonus Shares together with a an instruction letter (the "**Instruction Letter**") irrevocably instructing it to accredit (x) the securities account of the TASE member in which the Investor's securities account is managed (the "**Investor TASE Member**"), for the benefit of the Investor's securities account therein, by the number of Initial Shares and (y) the securities account of the TASE member in which the Escrow Agent's securities account is managed (the "**Agent TASE Member**") for the benefit of the Escrow Agent's securities account therein, by the number of Milestone Shares;

4.2.5. The Company shall deliver to Investor a copy of the Company's immediate report to be filed with respect to the issuance of the Bonus Shares (the "**Immediate Report**").

4.2.6 Within one (1) Business Day after Closing, the Company shall file the Immediate Report with the Israeli Securities Authority (the "**ISA**") and shall provide the Investor with evidence of delivery to the Nominee of the Letter of Issuance and the Instruction Letter, and any other documents necessary for listing the Bonus Shares with the TASE.

5. **Representations and Warranties of the Company**

The Company hereby represents, confirms and warrants to the Investor that the following representations are true, correct and complete as of the execution date of this Agreement and as of the Closing, except as set forth in the Company Disclosure Letter delivered to the Investor on the date hereof (such disclosures being considered to be made for purposes of the specific sub-Section of the Company Disclosure Letter in which they are made and for purposes of all other Sections only to the extent the relevance of such disclosure is reasonably apparent on its face):

5.1. Organization and Qualification.

5.1.1. Each of the Company and each of its "**Subsidiaries**" (which for purposes of this Agreement means any joint venture or any entity in which the Company, directly or indirectly, owns any of the capital stock or holds an equity or similar interest) are entities duly organized and validly existing and in good standing (excluding for purposes of the representation regarding good standing, any Subsidiary formed in Israel) under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted.

5.1.2. Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect.

5.2. Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, and each of the Transaction Documents and, subject to the TASE Approval, to issue the Bonus Shares, including the Milestone Shares, in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including the issuance of the Bonus Shares, have been duly authorized by the Company's Board of Directors and no further consent or authorization is required from the Company, its Board of Directors or its shareholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies (the "**Bankruptcy and Equity Exceptions**").

5.3. Issuance of Securities. The issuance of the Bonus Shares (including the Milestone Shares) is duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, such Bonus Shares shall be validly issued and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances (other than lock-up provisions under applicable securities laws) with respect to the issue thereof and the Bonus Shares shall be fully paid and nonassessable. As of the Closing, a number of Ordinary Shares shall have been duly authorized and reserved for issuance which equals or exceeds (the "**Required Reserved Amount**") the sum of the maximum number of Bonus Shares issuable hereunder. As of the date hereof, there are 2,158,532,878 Ordinary Shares authorized and unissued. As of the Closing Date, the Initial Shares and the Milestone Shares (on as if issued basis) shall represent the percentages of the outstanding share capital of the Company as set forth in Section 5.3 of the Company Disclosure Letter, respectively. For the sake of clarity, at the Milestone Closing, the Milestone Shares to be released to Investor will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances (other than lock up provisions under applicable securities laws). The offer and issuance by the Company of the Bonus Shares is exempt from the need to publish a prospectus in accordance with the ISL.

5.4. No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including the issuance of the Initial Shares and the Milestone Shares) will not (i) result in a violation of the Articles of Association of the Company, any memorandum of association, certificate of incorporation, certificate of formation, bylaws, any certificate of designations or other constituent documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries or the articles of association or bylaws of the Company or any of its Subsidiaries or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration, anti-dilution. or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected. The Company has obtained all consents and authorizations that shall be necessary or required lawfully for its execution, delivery and performance of this Agreement and the other Transaction Documents (including the issuance of the Bonus Shares), except for receipt of the TASE Approval.

5.5. ISA Documents; Financial Statements. Since January 1, 2018, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the ISA pursuant to the reporting requirements of the ISL (all of the foregoing filed prior to the date hereof or prior to the Closing Date, and all exhibits included therein and financial statements, notes and schedules thereto being hereinafter referred to as the "**ISA Documents**"). As of their respective filing dates, the ISA Documents complied in all material respects with the requirements of applicable law, including the ISL, applicable to the ISA Documents, and none of the ISA Documents, at the time they were filed with the ISA, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Company included in the ISA Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the ISA with respect thereto as in effect as of the time of filing. Such financial statements have been prepared in accordance with IFRS, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company and its Subsidiaries as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material either individually or in the aggregate).

5.6. Absence of Certain Changes. Since September 30, 2019, there has been no Material Adverse Effect. Since September 30, 2019, neither the Company nor any of its Subsidiaries has (i) declared or paid any dividends, (ii) sold any assets, individually or in the aggregate, outside of the ordinary course of business or (iii) had capital expenditures, outside the ordinary course of business.

5.7. TASE Listing. The Ordinary Shares are listed on the TASE. No order ceasing, halting or suspending trading in the Ordinary Shares or prohibiting the sale of the Ordinary Shares is outstanding against the Company, and, to the best of the Company's knowledge, no investigations or proceedings for such purposes are pending or threatened. The Company has not received notice (written or oral) from the TASE to the effect that the Company is not in compliance with the listing or maintenance requirements of the TASE.

5.8. No Undisclosed Events, Liabilities, Developments or Circumstances. As of the date hereof, other than the Transactions, no event, liability, development or circumstance has occurred or exists, or is contemplated to occur, that would be required to be disclosed by the Company under applicable securities laws, which has not been publicly announced. The total amount of the debts or trade payables to the Company's directors and officers that are outstanding as of November 30, 2019 (the "**Outstanding Management Fees**") is, approximately, as set forth in Section 5.8 of the Company Disclosure Letter.

5.9. Equity Capitalization. As of the date hereof, the authorized capital stock of the Company consists of 3,000,000,000 Ordinary Shares, of which, as of the date hereof, 841,467,122 Ordinary Shares are issued and outstanding, 80,000,000 Ordinary Shares are reserved for issuance pursuant to the Company's stock option plans and 2,078,532,878 Ordinary Shares are reserved for issuance pursuant to securities (other than the aforementioned options and the Bonus Shares) exercisable or exchangeable for, or convertible into, Ordinary Shares. All of such outstanding shares have been, or upon issuance will be, validly issued and are fully paid and nonassessable. None of the Company's capital stock is subject to preemptive rights, charges, pledges, security interest, right of first refusal, or any other similar rights or any liens or encumbrances suffered or permitted by the Company. Except as disclosed in an applicable subsection of Section 5.9 of the Company Disclosure Letter, (i) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries; (ii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing borrowed funds of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound exceeding $US100,000 in the aggregate; (iii) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities; (iv) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (v) there are no securities or instruments containing anti-dilution or similar provisions and to the extent the Company does have securities or instruments with such provisions, none of which will be triggered by the issuance of the Bonus Shares, including the Milestone Shares; (vi) neither the Company nor any Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (vii) the Company and its Subsidiaries have no liabilities or obligations required to be disclosed in the ISA Documents but not so disclosed in the ISA Documents. The Company has furnished or made available to the Investors true, correct and complete copies of the Company's Articles of Association, as amended and as in effect on the date hereof (the "**Articles of Association**"), and the Company's Memorandum of Association, if applicable, as amended and as in effect on the date hereof.

5.10. Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under any material provision of its Articles of Association or Memorandum of Association or their organizational charter or memorandum of association or certificate of incorporation or articles of association or bylaws, respectively. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries, except for possible violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, the Company is in compliance, in all material respects, with the rules, regulations and requirements of the ISA and TASE and has no knowledge of any facts or circumstances that would reasonably lead to delisting or suspension of the Ordinary Shares by the TASE in the foreseeable future.

5.11. Absence of Litigation. Except as set forth in the ISA Documents, there is no action, suit, or proceeding before or by any court, public board, government agency, self-regulatory organization or body, including ISA and TASE, pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries, the Ordinary Shares or any of the Company's Subsidiaries or any of the Company's or its Subsidiaries' officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such, except for actions, suits or proceedings which would not, individually or in the aggregate, reasonably be expected to have a material impact on the Company.

5.12. Intellectual Property Rights. The Company and its Subsidiaries own or possess rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, original works of authorship, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor (together, "**Intellectual Property Rights**") that are materially necessary to conduct their respective businesses. None of the Company's or its Subsidiaries' Intellectual Property Rights have expired or terminated or have been abandoned or are expected to expire or terminate or are expected to be abandoned, within three years from the date of this Agreement. The Company does not have any knowledge of any infringement by the Company or any of its Subsidiaries of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the knowledge of the Company or any of its Subsidiaries, being threatened, against the Company or any of its Subsidiaries regarding its Intellectual Property Rights. Neither the Company nor any of its Subsidiaries is aware of any facts or circumstances which might give rise to any of the foregoing infringements or claims, actions or proceedings. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their Intellectual Property Rights. All of the Company's and its Subsidiaries' employees who were or are engaged in the creation, development, modification, improvement or invention of any material Intellectual Property Rights by or on behalf of the Company or any of its Subsidiaries have entered into written agreements with the Company or one of its Subsidiaries assigning to the Company or any of its Subsidiaries, as applicable, all rights, title and interests in and to any such Intellectual Property arising out of such Person's employment by, engagement by, or Contract with the Company or any of its Subsidiaries.

5.13. Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged. Neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business.

5.14. Brokers; Fees and Expenses. Except as contemplated by Section 6.7 and 10 hereof, there is no investment banker, broker, finder or similar agent or other Person that has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries who is entitled to any financial advisor, brokerage, finder or other similar fee or commission in connection with the transactions contemplated hereby.

5.15. No Other Representations or Warranties. Except for the representations and warranties contained in this Section 5 and in any certificate delivered by the Company hereunder, neither the Company nor any other Person on behalf of the Company or its Subsidiaries makes any other express or implied representation or warranty with respect to the Company or its Subsidiaries or with respect to any other information provided by or on behalf of the Company or its Subsidiaries.

6. **Representations and Warranties of the Investor**

The Investor hereby represents, confirms and warrants to the Company that the following representations shall be true, correct and complete as of the execution date of this Agreement and as of the Closing, except as set forth in the Wize Disclosure Letter delivered to the Company on the date hereof (such disclosures being considered to be made for purposes of the specific sub-Section of the Wize Disclosure Letter in which they are made and for purposes of all other Sections only to the extent the relevance of such disclosure is reasonably apparent on its face):

6.1. Organization and Qualification. The Investor is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, and has the requisite power and authorization to own its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

6.2. Authorization; Enforcement; Validity. The Investor has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, and each of the Transaction Documents in accordance with the terms hereof and thereof, including remittance of the Cash Consideration. The execution and delivery of this Agreement and the other Transaction Documents by the Investor and the consummation by the Investor of the transactions contemplated hereby and thereby, have been duly authorized by the Investor's Board of Directors and no further consent or authorization is required by the Investor, its Board of Directors or its shareholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Investor, and constitute the legal, valid and binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except as such enforceability may be limited by the Bankruptcy and Equity Exceptions.

6.3. Sufficient Funds. The Investor will have prior to the Closing, pursuant to financing agreement entered into on or prior to the date hereof, sufficient funds to consummate the transactions contemplated hereunder.

6.4. No Arrangements. Except as otherwise provided herein, there are no agreements or other voting arrangements, oral or written, among the Investor and any other Person who is known to the Investor to be an existing shareholder of the Company with respect to the Company.

6.5. Experience. Without derogating from the representations and warranties made by the Company, the Investor represents that it has made its own assessment of the present condition and the future prospects of the Company and is sufficiently experienced to make an informed judgment with respect thereto.

6.6. Acquisition for Own Account. The Investor is acquiring the Bonus Shares as principal for its own account for investment purposes only and not with an immediate view to or for distributing or reselling such Bonus Shares or any part thereof, without prejudice, however, to the Investor's right at all times to sell or otherwise dispose of all or any part of such Bonus Shares in compliance with applicable securities laws, including lock up provisions prescribed by applicable laws and regulations.

6.7. Brokers; Fees and Expenses. Except for H.C. Wainwright & Co., LLC ("**HCW**"), a true and complete copy of which engagement letter has been made available to the Company (the "**HCW Letter**"), there is no investment banker, broker, finder or similar agent or other Person that has been retained by or is authorized to act on behalf of Investor or any of its Subsidiaries who is entitled to any financial advisor, brokerage, finder or other similar fee or commission in connection with the transactions contemplated hereby.

6.8. No Other Representations or Warranties. Except for the representations and warranties contained in this Section 6 and in any certificate delivered by the Investor hereunder, neither the Investor nor any other Person on behalf of Investor or its Subsidiaries makes any other express or implied representation or warranty with respect to the Investor or its Subsidiaries or with respect to any other information provided by or on behalf of the Investor or its Subsidiaries.

7. **Resale; Lock-Up**

The Investor hereby undertakes, vis-à-vis the Company, not to sell any portion of the Bonus Shares, to the extent that such sale would be prohibited by Section 15C of the ISL on the resale of the Bonus Shares.

8. **Additional Issuance of Securities**

8.1. Without derogating from Section 11.5 hereof, if the Company conducts, at any time and from time to time, from the date hereof until the earlier of (i) nine (9) months following the Closing Date, and (ii) the valid termination of this Agreement (the "**Restricted Period**"), a Subsequent Financing (including entering into an agreement contemplating a Subsequent Financing during the Restricted Period where consummation thereof will occur following such period) in which the effective price per Ordinary Share is lower than NIS 0.30 (thirty Agorot of NIS) (the "**Reduced PPS**"), then (A) the Agreed PPS hereunder shall, for all intents and purposes be reduced to be equal to the Reduced PPS and the number of Bonus Shares shall be equal to the number obtained by dividing the Agreed Amount by the Reduced PPS (and consequently, the number of Initial Shares and Milestone Shares shall be correspondingly increased), and (B) the Investor shall be issued, concurrently with the Subsequent Financing, a number of Ordinary Shares equal to (x) the number of Initial Shares (as so adjusted) *less* the number of Initial Shares already issued at Closing (which shares shall be delivered to Investor) and (y) the number of Milestone Shares (as so adjusted) *less* the number of Milestone Shares already issued (which shares shall be delivered to Investor or, if the Milestone Closing shall have not occurred by such time, to the Escrow Agent); *provided however* that if, as a result of the aforesaid adjustments, the number of Bonus Shares issuable to the Investor hereunder (such number, the "**Total Issuance Number**") shall exceed, in the aggregate, 19.99% of the outstanding Ordinary Shares of the Company as of the Closing (the "**Maximum Issuance Number**"), then the Company shall not consummate the Subsequent Financing unless and until it validly obtains shareholder approval and approval of TASE for the issuance of the Ordinary Shares to Investor hereunder.

8.2. Notwithstanding the foregoing, Section 8.1 shall not apply to a Subsequent Financing where the issuance of Equity Security is as follows: (a) the issuance of Equity Securities to consultants, employees, officers or directors of the Company pursuant to any stock or option plan duly adopted by the Company; (b) upon exercise or conversion of any Ordinary Shares Equivalents outstanding as of the date hereof; provided that the terms of such Ordinary Shares Equivalents or agreements are not amended, modified or changed on or after the date hereof, without the Investor's prior written consent; (c) any Equity Securities issued pursuant to any equipment leasing arrangement or debt financing from a bank or similar financial institution whose primary business is lending money and not investing in securities; (d) Equity Securities issued to a Strategic Partner but which Equity Securities do not represent, in the aggregate, more than one percent (1%) of the issued and outstanding share capital of the Company, without the Investor's prior written consent; (e) Equity Securities issued in conjunction with any stock split, stock dividend or recapitalization of the Company; or (f) any securities issuable under this Agreement or the other Transaction Documents.

8.3. If the Company, at any time and from time to time following the date hereof, issues any Ordinary Shares or Ordinary Shares Equivalents, or pays any amounts, as a result of the matters set forth in **Exhibit E** hereto, then the Company shall compensate the Investor in the manner set forth in **Exhibit E**.

8.4. "**Equity Securities**" means Ordinary Shares or Ordinary Shares Equivalents. "**Ordinary Shares Equivalents**" means Ordinary Shares and any other securities of the Company which would entitle the holder thereof to acquire at any time Ordinary Shares, including any debt, preferred stock, rights, options, warrants or other instrument (including American Depositary Shares) that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares. A "**Subsequent Financing"** means the offer, issuance, sale, grant, or otherwise dispose of any of the Equity Securities. A "**Strategic Partner**" means an entity which is in the pharmaceutical industry and has the potential to improve the commercialization of the Company's products in addition to the investment of funds in the Company, but shall not include an entity where the Company is issuing securities for the primary purpose of raising capital.

9. **Nasdaq Uplisting**.

9.1. The Company shall make reasonable commercial efforts to either (i) implement a Level 2 American Depository Receipt ("**ADR**") program (the "**ADR Program**") including the listing of American Depositary Shares representing Ordinary Shares of the Company on the Nasdaq Capital Market or (ii) to list the Company's Ordinary Shares for trading on the Nasdaq Capital Market (each of these two, individually: the "**Nasdaq Listing**"), in each case, as soon as practicable and in any case not later than 180 days following the date of the Closing (the "**Initial Deadline**").

9.2. If, for any reason, the Nasdaq Listing does not occur until the Initial Deadline, the Investor shall be entitled, in addition to any other rights it may have hereunder or under applicable law, that the Company shall pay to the Investor an amount, as liquidated damages and not as a penalty, equal to (i) one eighth percent (0.125%) of the Agreed Amount, for the first 30 days of delay beyond the Initial Deadline, (ii) for the 30 days of delay thereafter, one eighth percent (0.125%) of the Agreed Amount, (iii) for the 30 days of delay thereafter, one quarter percent (0.25%) of the Agreed Amount, and (iv) for each 30 days of delay thereafter, one percent (1%) of the Agreed Amount. The liquidated damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a 30-day period prior to the Nasdaq Listing and be paid on the earlier of (i) the Nasdaq Listing (if occurs after the Initial Deadline) and (ii) twelve months following the Closing. If the Company fails to timely pay any liquidated damages pursuant to this Section in full, such delayed payments shall bear interest beginning on the first (1^{st}) day following the due date thereof, calculated at the annual rate of two percent (2.0%) over the prime interest rate quoted by the *Wall Street Journal* on the date such payment is due, compounded monthly; provided, however, that in no event shall such annual interest rate exceed the maximum rate allowed under applicable law.

9.3. The payment of liquidated damages shall be, at the Company's discretion, in either cash (in $US) or Ordinary Shares. In case the payment is in Ordinary Shares, (A) the number of which shall be determined by dividing (x) the amount of liquidated damages, together with any default interest accrued thereon (as such sum is converted into $US per the Exchange Rate on the date immediately prior to the issuance) payable by (y) the average closing price of such shares on TASE during a 30 trading days prior to the issuance date and (B) such Ordinary Shares shall be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances.

9.4. The Company undertakes that, if the Nasdaq Listing entails the ADR Program (i.e., clause (i) of Section 9.1), at Investor's election, the Bonus Shares (or any part thereof) held by the Investor shall be converted into American Depositary Shares, at the Company's expense, at any time following the completion of the Nasdaq Listing (as contemplated herein).

9.5. It is hereby clarified that (i) the Nasdaq Listing (as defined in Section 9.1 hereof) shall not be deemed completed unless the Company's registration statement on Form 20-F filed with the SEC (the "**Bonus Registration Statement**") has been declared effective by the SEC and (ii) if the Nasdaq Listing entails implementation of the ADR Program, it shall be deemed completed only when both the Bonus Registration Statement and the Company's registration statement (filed by the depositary of the ADR Program) on Form F-6 (the "**Bonus Form F-6**") are declared effective by the SEC.

10. **Taxes and Expenses**. Each party shall bear its own expenses in connection with the transactions contemplated hereunder; *provided however*, that, subject to the consummation of the Closing, the Company shall, promptly thereafter and, in any event, not more than one (1) Business Day following the Closing, pay the Investor (or directly to HCW) a sum equal to (i) one half (50%) of the fees and expenses of HCW payable by the Investor for the Transaction, including with respect to the Exchange Agreement, in accordance with the invoice issued to Investor pursuant to the HCW Letter *less* (ii) US$15,000 (together, the "**Banker's Fees**" and the - portion payable by the Company, the "**Bonus Banker's Fees**"); *provided further however* that the Company shall not be required to bear any part of the Banker's Fees attributed to that portion of the proceeds raised, if any, by the Investor in excess of the Cash Consideration.

11. **Other Covenants**

11.1. The Company undertakes to publish and file with the ISA, as soon as practicable following the date hereof, a private placement report as required by the provisions of the ISL.

11.2. The Company undertakes to (a) file with the TASE, as soon as practicable following the date hereof an application for the TASE Approval and (b) pay the TASE all fees required with respect to the registration of the Bonus Shares for trading.

11.3. The Company shall make all other necessary filings and take all other necessary actions, in each case, in a timely manner and as required by the ISL and the TASE to consummate the transactions contemplated by this Agreement.

11.4. The Company shall provide the Investor drafts of the documentation set forth in Sections 11.1, 11.2 and 11.3 for Investor's review and comments.

11.5. The Company undertakes that from the date of this Agreement and until the earlier of the Closing Date and the valid termination of this Agreement (the "**Pre-Closing Period**"), it shall not, without the Investor's prior written consent, (a) pay any dividend or make any distribution in respect of the issued and outstanding shares of the Company, (b) issue any Ordinary Share Equivalents for an effective price per Ordinary Share that is lower than the Agreed PPS (except for (i) issuance of shares upon exercise of any options, warrants, rights or other Ordinary Share Equivalents outstanding on the date of this Agreement to the extent they are set forth in Section 5.9 of the Company Disclosure Letter, (ii) the grant of stock options in the ordinary course of business to employees who are not office holders and (iii) issuance of any securities issuable under this Agreement or the other Transaction Documents), or (c) incur additional indebtedness that is senior in rank to the Advance or is otherwise secured.

11.6. Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and the Transaction Documents and shall use reasonable commercial efforts and take all such steps as may be within its power to cause the Closing Conditions (and, once applicable, the Milestone Closing Conditions) to be satisfied and otherwise implement to their full extent the provisions of this Agreement and the Transaction Documents.

11.7. Recognizing that, prior to the date hereof, the Company has received an oral opinion from BDO Israel (the "**Appraiser**") with respect to the fair market value of the Right to LO2A Proceeds (as defined under the Exchange Agreement), and that the Company desires to obtain a more detailed written opinion to that effect from the Appraiser (the "**Appraisal Report**") as soon as practicable following the date hereof, Investor undertakes to supply all information reasonably required by the Appraiser to issue the Appraisal Report; it being understood that (i) receipt of the Appraisal Report shall not be a Closing Condition of either party, and (ii) without derogating from Investor's representations and warranties in this Agreement or the Exchange Agreement, Investor shall not have any responsibility or liability with respect to the Appraiser Report.

11.8. The Company undertakes to use its reasonable commercial efforts to collaborate and engage appropriate U.S.-based senior management team and scientific experts in the field of the Company's business.

11.9. The Company undertakes that it shall not, directly or indirectly, until (i) the earlier of (A) Closing and (B) the issuance of the Advance Shares to Investor in accordance with this Agreement, pay any of the Outstanding Management Fees and (ii) the Nasdaq Listing, pay any of the Outstanding Management Fees, other than, in the case of this clause (ii), in the aggregate, up to NIS 1,500,000 plus VAT.

11.10. The Company shall, no later than one (1) Business Day following the Closing Date, file a public report with the ISA, disclosing the Closing shall have occurred and disclosing any other material non-public information (if any) provided or made available to Investor (or any of its agents or representatives) on or prior to the filing of the Closing Filing. Notwithstanding any affirmative disclosure obligations of the Company pursuant to the terms of this Agreement or anything else to the contrary contained herein or therein, (a) subject to clause (b) below, each of the Company shall not, and shall cause each of its officers, directors, employees and agents to not on behalf of the Company, provide Investor with any material non-public information with respect to the Company from and after the filing of the Closing Filing without the express prior written consent of the Investor, and (b) in the event that the Company believes that a notice or communication to Investor contains material, nonpublic information with respect to the Company, the Company shall so indicate to Investor prior to the delivery of such notice or communication, and such indication shall provide Investor the means to refuse to receive such notice or communication. In the absence of any such indication by the Company to Investor, Investor shall be allowed to presume (and rely on the Company) that all matters relating to such notice or communication do not constitute material nonpublic information with respect to the Company.

11.11. During the Pre-Closing Period, (i) the Company shall notify the Investor promptly following becoming aware of (A) any inaccuracy in or breach of any of its representations, warranties or covenants contained in this Agreement which would reasonably be expected to cause any of the Mutual Closing Conditions or Investor Closing Conditions not to be timely (or at all) satisfied and (B) any other event, condition, fact or circumstance that would make the timely satisfaction of any of the Mutual Closing Conditions or Investor Closing Conditions impossible or unlikely; and (ii) the Investor shall notify the Company promptly following becoming aware of (A) any inaccuracy in or breach of any of its representations, warranties or covenants contained in this Agreement which would reasonably be expected to cause any of the Mutual Closing Conditions or Company Closing Conditions not to be timely (or at all) satisfied and (B) any other event, condition, fact or circumstance that would make the timely satisfaction of any of the Mutual Closing Conditions or Company Closing Conditions impossible or unlikely.

11.12. If any event, condition, fact or circumstance that is required to be disclosed pursuant to Section 11.11 requires any change in the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, or if any such event, condition, fact or circumstance would require such a change assuming the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, was dated as of the date of the occurrence, existence or discovery of such event, condition, fact or circumstance, then the Company or Investor, as applicable, may (but are not obligated to) deliver to the other party a written update to the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, specifying such change. In this respect, it is hereby agreed that (a) no such notice or update shall be deemed to supplement or amend the Company Disclosure Letter, or the Wize Disclosure Letter, as applicable, for the purpose of determining whether any of the Closing Conditions has been satisfied and (b) such notice or update shall be deemed to supplement or amend the Company Disclosure Letter, or the Wize Disclosure Letter, as applicable, for the purpose of determining the accuracy of any of the representations and warranties made by the Company or Investor in this Agreement (including for purpose of any remedy for a breach thereof hereunder), only if (i) such notice or update is with respect to factual updates of the Company Disclosure Letter or the Wize Disclosure Letter, as applicable, regarding events that occurred following the date hereof and (ii) despite receipt of such notice, the Company or the Investor, as the case may be, determined to proceed with the Closing.

11.13. For the sake of clarity, the Company undertakes that any distributions (in cash or in kind, including bonus shares) made with respect to the Milestone Shares shall be made, until the Milestone Closing Date, to the Escrow Account (as defined in the Escrow Agreement).

12. **Milestone Closing**

12.1. Milestone Closing Date. The closing of the release from the Escrow Account of (i) the Milestone Shares to Investor and (ii) the Milestone Cash Consideration to the Company (the "**Milestone Closing**") shall take place at 10:00 a.m., local time (Israel) electronically via the exchange of documents and signatures, within no later than the first (1st) Business Day immediately following the satisfaction (or wavier, by the party entitled to provide such waiver) of all the Milestone Closing Conditions (other than those respective conditions that by their nature are to be satisfied only at the Milestone Closing), or such other date and time as the Company and the Investor agree in writing (the date on which the Milestone Closing actually takes place, the "**Milestone Closing Date**").

12.2. Milestone Closing Deliverables. At the Milestone Closing, the following actions will take place, all of which shall be deemed to have occurred simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

12.2.1. The Company shall deliver to the Investor a certificate dated as of the Milestone Closing Date, duly signed on behalf of the Company by the Chairman of the Board of Directors and Chief Executive Officer of the Company, certifying that the Investor Milestone Closing Conditions (other than those waived in writing by the Investor, if any) and the Milestone Mutual Closing Conditions have been satisfied.

12.2.2. The Company shall deliver to Investor a copy of the Company's immediate report to be filed with respect to the occurrence of the Milestone Closing (the "**Milestone Immediate Report**").

12.2.3. Within one (1) Business Day after the Milestone Closing, the Company shall file the Milestone Immediate Report with the ISA and shall provide the Investor and any other documents necessary for listing the Milestone Shares with the TASE.

12.3. Milestone Closing Conditions.

12.3.1. The obligations of each party to consummate the Milestone Closing, including the release from the Escrow Account of (i) the Milestone Shares to Investor and (ii) the Milestone Cash Consideration to the Company, is subject to the satisfaction of the following conditions precedent (the "**Milestone Mutual Closing Conditions**"): no governmental authority or court of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, judgement, injunction or other order (whether temporary, preliminary or permanent) which (i) is in effect and (ii) has the effect of making the consummation of the Milestone Closing illegal or otherwise prohibiting, restraining, enjoining or preventing consummation thereof.

12.3.2. The obligations of the Company to consummate the Milestone Closing is subject to the satisfaction (or waiver in writing by the Company) of the following condition precedent (the "**Milestone Company Closing Conditions**"): The Investor shall have delivered to the Escrow Agent a letter confirming that the Milestone Closing shall have occurred.

12.3.3. The obligations of the Investor to consummate the Milestone Closing is subject to the satisfaction (or waiver in writing by the Investor) of all of the following conditions precedent (the "**Milestone Investor Closing Conditions**" and together with the Milestone Mutual Closing Conditions and the Milestone Company Closing Conditions, the "**Milestone Closing Conditions**"): (i) all of the documents to be delivered by the Company pursuant to Section 12.2 above shall be in a form as attached to this Agreement, or, if not attached, in a form and substance reasonably satisfactory to the Investor and shall be delivered to the Investor at or prior to the Milestone Closing; (ii) the Company shall have received (and delivered a copy thereof to Investor) an executed letter from Nasdaq that approves the listing of the Ordinary Shares (or, if an ADR Program is to be implemented by the Company, the American Depositary Shares representing such Ordinary Shares ("**ADSs**") on the Nasdaq Capital Market (or other superior tier of the Nasdaq market) (the "**Nasdaq Approval**"), or, if such Nasdaq Approval is conditioned, the sole condition imposed and remaining unmet is meeting the minimum stockholders' equity requirement under the applicable Nasdaq Initial Listing Rules, which minimum stockholders' equity requirement may be satisfied (as acknowledged by Nasdaq in such letter) automatically solely by release of the Milestone Cash Consideration from the Escrow Account to the Company; (iii) the SEC had no further comments to the Bonus Registration Statement and no updates thereto are necessary in order to comply with applicable SEC rules relating thereto; (iv) if the Company determined to effect the Nasdaq Listing through an ADR Program, the Bonus Form F-6 has been filed with the SEC with a request of effectiveness thereof automatically upon the effectiveness of the Bonus Registration Statement; (v) Bonus shall request acceleration of the effective date of the Bonus registration statement immediately upon the release of the funds in escrow so that the registration statement becomes effective no later than 48 hours from the filing of such request unless a different time for effectiveness is agreed to in writing by Wize, in its sole discretion, and (vi) following the Company's consultation with its U.S. and Israeli counsels regarding the Nasdaq Listing, there is no hindrance from listing the Ordinary Shares (or ADSs) on Nasdaq or have the SEC declare the Bonus Registration Statement (and, if applicable, Bonus Form F-6) effective, except for the release of the Milestone Cash Consideration from the Escrow Account to the Company.

12.4. Delayed Milestone Closing. The parties hereby further agree as follows:

12.4.1. In the event that the Milestone Closing shall not occur on or before the date that is twelve (12) months following the Initial Deadline (the "**Milestone End Date**"), the Company may terminate the requirement to conduct the Milestone Closing by written notice to the Investor, with a copy to the Escrow Agent (the "**Company Milestone Termination Notice**" and the date of delivery of such notice, the "**Company Milestone Termination Date**"), in which case, (A) the liquidated damages under Section 9 hereof shall not continue to accrue for the time following the Company Milestone Termination Date, (B) the Milestone Cash Consideration shall be returned to the Investor in accordance with this Agreement and the Escrow Agreement, and (C) the Milestone Shares shall be returned to the Company in accordance with this Agreement and the Escrow Agreement; provided that, as a condition precedent to such termination right, (i) the Company shall have paid in full the liquidation damages (including any default interest) under Section 9 hereof that accrued for the time until the Company Milestone Termination Date, (ii) the Company shall have sent the Escrow Agent an irrevocable instruction letter confirming that the Company Milestone Termination Notice has been sent, and (iii) the Company shall not have breached in any material respect any of its other obligations under this Agreement in any manner that shall have caused the failure to consummate the Milestone Closing on or before the Milestone End Date.

12.4.2. In the event that the Milestone Closing shall not occur on or before the Milestone End Date, the Investor may terminate the requirement to conduct the Milestone Closing by written notice to the Company, with a copy to the Escrow Agent (the "**Investor Milestone Termination Notice**" and the date of delivery of such notice, the "**Investor Milestone Termination Date**"), in which case, (A) the liquidated damages under Section 9 hereof shall not continue to accrue for the time following the Investor Milestone Termination Date (except that the default interest on liquidated damages that have accrued through such time and not been paid shall continue to accrue in accordance with Section 9), (B) the Milestone Cash Consideration shall be returned to the Investor in accordance with this Agreement and the Escrow Agreement, and (C) the Milestone Shares shall be returned to the Company in accordance with this Agreement and the Escrow Agreement; *provided that*, as a condition precedent to such termination right, the Investor shall have sent the Escrow Agent an irrevocable instruction letter confirming that the Investor Milestone Termination Notice has been sent.

12.4.3. For the sake of clarity, at any time following the Closing, the Investor may waive any of the Milestone Closing Conditions (including the Nasdaq Approval) and upon written notice thereof to the Company, with a copy to the Escrow Agent, the Company shall be required to effect the Milestone Closing (including release from the Escrow Account of the Milestone Shares to Investor and release of the Milestone Cash Consideration from the Escrow Account to the Company) and complying with all other applicable Milestone Closing deliverables hereunder) within two (2) Business Days following such notice.

12.4.4. It is hereby agreed that, subject to the Company's compliance with the foregoing, the maximum liquidated damages payable to Investor under Section 9 shall be nine and one half percent (9.5%) of the Agreed Amount (plus the applicable default interest stated herein).

13. **Miscellaneous**

13.1. Amendment. No change and/or amendment to this Agreement or any of the provisions thereof shall be valid and/or binding unless made in writing and was signed by the Company and the Investor.

13.2. Entire Agreement. This Agreement together with the Transaction Documents contains and exhausts the full and entire understanding, agreement and relations between the parties hereto with regard to the subject matters hereof, and shall supersede, in their entirety, any prior document, negotiations, declaration, representation, undertaking or consent with regard to the subject matters contained herein, whether made in writing and/or verbally, expressly and/or implicitly and/or in any other way, prior to execution of this Agreement, including the non-binding Term Sheet entered into between the parties on October 10, 2019 (as amended from time to time).

13.3. English version governs; Construction. This Agreement may be translated into another language, as a comfort translation. However, between this version and any other translated version of this Agreement, the English version shall prevail. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. When used in this Agreement, (i) references to "$" or "Dollars" are references to U.S. dollars; (ii) the words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) the words "include," "includes" and "including" will be deemed in each case to be followed by the words "without limitation";."

13.4. Governing Law; Jurisdiction. The laws of the State of Israel shall apply and govern this Agreement. Exclusive jurisdiction in all matters pertaining to and in connection with this agreement shall be vested in the competent courts of Tel Aviv, Israel.

13.5. Assignment. Other than as set forth in this Agreement, no party to this Agreement may assign, transfer or encumber, in any way or form, its rights or obligations pursuant to this Agreement, in whole or in part, without the prior written consent of the other parties to this Agreement; *provided, however*, that (i) nothing in the foregoing shall be deemed to prevent the Investor to sell or assign any of its Bonus Shares (including Milestone Shares) following the Closing (subject to lock-up provisions under applicable securities laws) and (ii) following the Closing, the Investor may assign certain of its rights as set forth in **Exhibit F** hereto.

13.6. Notice. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing to the address set forth below and shall be deemed to have been duly given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail (or, if indicated below, facsimile) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (iii) five (5) days after having been sent by registered mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, in each case, addressed to the parties' addresses as set forth herein. Each party may change its address for the purposes of this Agreement, by providing a written notice that shall be sent or delivered to the other party at its address.

If to the Company:

Bonus BioGroup Ltd.
Matam Advanced Technology Park, Building 8B, 6th floor,
P.O.B. 15143, Haifa 3190501, Israel
E-mail: office@bonus-bio.com
Attention: Dr. Shai Meretzki and Yossi Rauch

with required copies (which shall not constitute notice) to:

Dr. Shai Meretzki
E-mail: shaime@bonus-bio.com

and

Yossi Rauch
E-mail: yossira@bonus-bio.com

and

Efrati Galili Confino & Co.
Address: 28 Haarbaa St. | Haarbaa South Tower | 19th floor
Tel Aviv 6473925
Attention: Gil Lavron, Adv.
Email: gil@egl.co.il

If to Investor:

Wize Pharma, Inc.
24 Hanagar Street
Hod Hasharon, Israel 4527708
E-mail: noam@wizepharma.com; or@wizepharma.com
Attention: CEO and CFO

with required copies (which shall not constitute notice) to:

Goldfarb Seligman & Co.
Ampa Tower, 98 Yigal Alon Street
Tel Aviv 67891, Israel
E-mail: ido.zemach@goldfarb.com
Attention: Ido Zemach, Adv.

13.7. Binding Effect; Benefit; Assignment. The provisions of this Agreement and any other Transaction Document, as the case may be, is intended for the benefit of the parties hereto and their respective successors and permitted assigns, shall be binding upon and shall inure to the benefit of the parties hereto and thereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

13.8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties hereto to the terms and conditions of this Agreement.

13.9. Remedies. All rights and remedies of any party hereto under this Agreement are cumulative and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other such rights or remedies given hereunder or now or hereafter existing at law or in equity or otherwise.

13.10. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13.11. Specific Performance. Notwithstanding anything to the contrary herein, the parties hereto agree that irreparable damage may occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity.

13.12. Survival of Warranties; Limitation of Liability. All representations and warranties made by the Company and the Investor shall survive the Closing and remain in full force and effect for a period of 24 months following the Closing; provided, however, that the representations and warranties contained in Sections 5.1.1, 5.2 and 5.3 shall survive the Closing and shall expire thirty (30) days after the expiration date of the applicable statute of limitations. In no event shall either party be liable to the other for consequential, special, punitive or indirect damages.

13.13. Publicity. Each of the parties hereto shall coordinate with each other all publicity relating to the transactions contemplated by this Agreement, and shall not issue any press release, immediate report or other filing with the ISA or the U.S. SEC relating to this Agreement or the transactions contemplated by this Agreement without first obtaining the prior consent of the other or its representative, except that neither party shall be precluded from timely making such filings or giving such notices as may be required by applicable law or the rules of any stock exchange. Each of the parties hereto shall cooperate and shall use their reasonable efforts to agree on the form and substance of the report to be filed by the Company with the ISA and Investor with the U.S. SEC relating to the transactions contemplated by this Agreement.

13.14. TASE Listing. For so long as the Bonus Shares, including Milestone Shares, are outstanding, the Company shall use its reasonable commercial efforts to maintain its listing on the TASE and shall comply with all reporting requirements under applicable law in all material respects.

13.15. Delays or Omissions. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his or her or its rights hereunder or under any other agreement, instrument or document signed by any of them with respect to the subject matter hereof unless such waiver is in writing and signed by the party waiving said right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right with respect to the subject matter hereof shall operate as a waiver of such right or of any such other right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument or document, will be cumulative, and may be exercised separately or concurrently.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Share Purchase Agreement to be executed by their respective officers, hereunto duly authorized, as of the day and year first above written.

/s/ Yossi Ruach

/s/ Shai Meretzki

Bonus BioGroup Ltd.

By: Yossi Rauch
Title: Executive Chairman

By: Shai Meretzki
Title: CEO and Director

/s/ Noam Danenberg

/s/ Or Eisenberg

Wize Pharma Inc.

By: Noam Danenberg
Title: CEO

By: Or Eisenberg
Title: CFO & COO

Exhibit 10.3

FORM OF REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of January _____, 2020, by and among Bonus BioGroup Ltd., a company incorporated under the laws of the state of Israel (the "**Company**") and Wize Pharma, Inc., a Delaware corporation ("**Wize**").

WHEREAS:

A. In connection with (i) the Share Purchase Agreement by and among the parties hereto, dated as of January 9, 2020 (the "**Share Purchase Agreement**"), and (ii) the Exchange Agreement by and among the parties hereto, dated as of January 9, 2020 (the "**Exchange Agreement**" and together with the Share Purchase Agreement, the "**Transaction Agreements**"), the Company has agreed, upon the terms and subject to the conditions of the Transaction Agreements, to issue and sell to the Investor ordinary shares of the Company, no par value each (the "**Ordinary Shares**").

B. In accordance with the terms of the Transaction Agreements, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**1933 Act**"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each of the Investors hereby agree as follows:

1. Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Share Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) "**Additional Effective Date**" means the date the Additional Registration Statement is declared effective by the SEC.

(b) "**Additional Effectiveness Deadline**" means the date which is the earlier of (i) in the event that the Additional Registration Statement (x) is not subject to a review by the SEC, the date which is sixty (60) calendar days after the earlier of the Additional Filing Date and the Additional Filing Deadline or (y) is subject to a review by the SEC, the date which is one hundred and thirty five (135) calendar days after the earlier of the Additional Filing Date and the Additional Filing Deadline and (ii) the seventh (7^{th}) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Additional Registration Statement will not be reviewed or will not be subject to further review; provided, however, that if the Additional Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Additional Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

(c) "**Additional Filing Date**" means the date on which the Additional Registration Statement is filed with the SEC.

(d) "**Additional Filing Deadline**" means if Cutback Shares are required to be included in any Additional Registration Statement, the later of (i) the date sixty (60) days after the date substantially all of the Registrable Securities registered under the immediately preceding Registration Statement are sold and (ii) the date six (6) months from the Initial Effective Date or the most recent Additional Effective Date, as applicable.

(e) "**Additional Registrable Securities**" means, (i) any Cutback Shares not previously included on a Registration Statement and (ii) any capital stock of the Company issued or issuable with respect to the Ordinary Shares (including ADSs, if any), or the Cutback Shares, as applicable, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, provided, however, that such securities shall cease to qualify as Additional Registrable Securities upon the earlier to occur of: (i) the sale thereof pursuant to and in accordance with an effective Registration Statement (other than a sale or transfer by the Initial Holder to the Permitted Holder(s)); or (ii) such securities may be freely sold by the Holder holding thereof in the market pursuant to Rule 144 without any limitation thereunder on volume or manner of sale.

(f) "**Additional Registration Statement**" means a registration statement or registration statements of the Company filed under the 1933 Act covering the resale any Additional Registrable Securities.

(g) "**Additional Required Registration Amount**" means any Cutback Shares not previously included on a Registration Statement, all subject to adjustment as provided in Section 2(f).

(h) "**ADSs**" shall have the meaning set forth in the Share Purchase Agreement.

(i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

(j) "**Cutback Shares**" means any of the Registrable Securities not included in all Registration Statements previously declared effective hereunder as a result of a limitation on the maximum number of Ordinary Shares (or ADSs, if any) permitted to be registered by the staff of the SEC pursuant to Rule 415. The number of Cutback Shares shall be allocated pro rata among the Holders.

(k) "**effective**" and "**effectiveness**" refer to a Registration Statement that has been declared effective by the SEC and is available for the resale of the Registrable Securities required to be covered thereby.

(l) "**Effective Date**" means the Initial Effective Date and the Additional Effective Date, as applicable.

(m) "**Effectiveness Deadline**" means the Initial Effectiveness Deadline and the Additional Effectiveness Deadline, as applicable.

(n) "**Eligible Market**" means the Principal Market, The New York Stock Exchange, Inc., the NYSE American, the Nasdaq Global Select Market, or the Nasdaq Global Market.

(o) "**Filing Deadline**" means the Initial Filing Deadline and the Additional Filing Deadline, as applicable.

(p) "**Holder**" means (i) the Investor and its Affiliates (the "**Initial Holder**") and (ii) any other holder of Ordinary Shares (or ADSs, if applicable) which is a Permitted Holder.

(q) "**Initial Effective Date**" means the date that the Initial Registration Statement has been declared effective by the SEC.

(r) "**Initial Effectiveness Deadline**" means the date which is the earlier of (i) in the event that the Initial Registration Statement (x) is not subject to a review by the SEC, forty five (45) calendar days after the Nasdaq Listing (as defined in the Share Purchase Agreement) or (y) is subject to a full review by the SEC, one hundred and twenty (120) calendar days after the Nasdaq Listing and (ii) the seventh (7^{th}) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Initial Registration Statement will not be reviewed or will not be subject to further review; provided, however, that if the Initial Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Initial Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

(s) "**Initial Filing Date**" means the date on which the Initial Registration Statement is filed with the SEC.

(t) "**Initial Filing Deadline**" means the date which is thirty (30) calendar days following the Nasdaq Listing.

(u) "**Initial Registrable Securities**" means (i) the Bonus Shares (as defined in the Share Purchase Agreement), and for the avoidance of doubt only, including the Initial Shares, any Ordinary Shares issued in connection with adjustments, and any ADSs into which such shares have been converted (or can be converted), and (ii) any capital stock of the Company issued or issuable, with respect to the securities described in clause (i) as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, provided, however, that such securities shall cease to qualify as Initial Registrable Securities upon the earlier to occur of: (i) the sale thereof pursuant to and in accordance with an effective Registration Statement (other than a sale or transfer by the Initial Holder to the Permitted Holder(s)); or (ii) such securities may be freely sold by the Investor holding thereof in the market pursuant to Rule 144 without any limitation thereunder on volume or manner of sale.

(v) "**Initial Registration Statement**" means a registration statement or registration statements of the Company filed under the 1933 Act covering the resale of Initial Registrable Securities.

(w) "**Initial Required Registration Amount**" means the sum of (i) the number of Ordinary Shares issued under the Transaction Agreements (including the Milestone Shares) plus (ii) the maximum number of additional Ordinary Shares issuable pursuant to the Transaction Agreements (such as pursuant to Section 9 of the Share Purchase Agreement), in each case as of the Trading Day immediately preceding the applicable date of determination, subject to adjustment as provided in Section 2(f).

(x) "**Investor**" means Wize and any transferee or assignee thereof to whom Wize assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 10 (such assignee or transferee, the "**Permitted Holder**") and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 10.

(y) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

(z) "**Principal Market**" means the Nasdaq Capital Market.

(aa) "**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more Registration Statements (as defined below) in compliance with the 1933 Act and pursuant to Rule 415, and the declaration or ordering of effectiveness of such Registration Statement(s) by the SEC.

(bb) "**Registrable Securities**" means the Initial Registrable Securities and the Additional Registrable Securities.

(cc) "**Registration Statement**" means the Initial Registration Statement and the Additional Registration Statement, as applicable.

(dd) "**Required Holders**" means the holders of at least a majority of the Registrable Securities.

(ee) "**Required Registration Amount**" means either the Initial Required Registration Amount or the Additional Required Registration Amount, as applicable.

(ff) "**Rule 144**" means Rule 144 promulgated under the 1933 Act or any successor rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration.

(gg) "**Rule 415**" means Rule 415 promulgated under the 1933 Act or any successor rule providing for offering securities on a continuous or delayed basis.

(hh) "**SEC**" means the United States Securities and Exchange Commission.

(ii) "**Trading Day**" means any day on which the Ordinary Shares (or, if the Nasdaq Listing entails an ADR Program, the ADSs) are traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Ordinary Shares (or ADSs if applicable) on such day, then on the principal securities exchange or securities market on which the Ordinary Shares (or ADSs if applicable) are then traded, other than the Tel Aviv Stock Exchange.

2. Demand Registration.

(a) Initial Mandatory Registration. The Company shall prepare, and, as soon as practicable but in no event later than the Initial Filing Deadline, file with the SEC the Initial Registration Statement on Form S-3 or Form F-3, as applicable, or if Form S-3 and Form F-3 are unavailable, Form S-1 or Form F-1, as applicable, covering the resale of all of the Initial Registrable Securities. The Initial Registration Statement prepared pursuant hereto shall register for resale at least the number of Ordinary Shares equal to the Initial Required Registration Amount determined as of the date the Initial Registration Statement is initially filed with the SEC, subject to adjustment as provided in Section 2(f). The Initial Registration Statement shall contain (except if otherwise directed by the Required Holders) the "**Plan of Distribution**" and "**Selling Shareholders**" sections in substantially the form attached hereto as Exhibit A. The Company shall use its reasonable commercial efforts to have the Initial Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the Initial Effectiveness Deadline. No later than the second (2^{nd}) Business Day following the Initial Effective Date, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Initial Registration Statement.

(b) Additional Mandatory Registrations. The Company shall prepare, and, as soon as practicable but in no event later than the Additional Filing Deadline, file with the SEC an Additional Registration Statement on Form S-3 or Form F-3, as applicable, or if Form S-3 and Form F-3 are unavailable, Form S-1 or Form F-1, as applicable, covering the resale of all of the Additional Registrable Securities not previously registered on an Additional Registration Statement hereunder. To the extent the staff of the SEC does not permit the Additional Required Registration Amount to be registered on an Additional Registration Statement, the Company shall file Additional Registration Statements successively attempting to register on each such Additional Registration Statement the maximum number of remaining Additional Registrable Securities until the Additional Required Registration Amount has been registered with the SEC. Each Additional Registration Statement prepared pursuant hereto shall register for resale at least that number of Ordinary Shares equal to the Additional Required Registration Amount determined as of the date such Additional Registration Statement is initially filed with the SEC, subject to adjustment as provided in Section 2(f). Each Additional Registration Statement shall contain (except if otherwise directed by the Required Holders) the "Plan of Distribution" and "Selling Shareholders" sections in substantially the form attached hereto as Exhibit A. The Company shall use its reasonable commercial efforts to have each Additional Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the Additional Effectiveness Deadline. No later than the second (2^{nd}) Business Day following the Additional Effective Date, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Additional Registration Statement.

(c) Allocation of Registrable Securities. The initial number of Registrable Securities included in any Registration Statement and any increase or decrease in the number of Registrable Securities included therein shall be allocated pro rata among the Investors based on the number of Registrable Securities held by each Investor at the time the Registration Statement covering such initial number of Registrable Securities or increase or decrease thereof is declared effective by the SEC. In the event that an Investor sells or otherwise transfers any of such Investor's Registrable Securities, each transferee shall be allocated a pro rata portion of the then remaining number of Registrable Securities included in such Registration Statement for such transferor. Any Ordinary Shares included in a Registration Statement and which remain allocated to any Person which ceases to hold any Registrable Securities covered by such Registration Statement shall be allocated to the remaining Investors, pro rata based on the number of Registrable Securities then held by such Investors which are covered by such Registration Statement. In no event shall the Company include any securities other than Registrable Securities on any Registration Statement without the prior written consent of the Required Holders.

(d) Legal Counsel. Subject to Section 6 hereof, Wize shall have the right to select one legal counsel to review and monitor any registration pursuant to this Section 2 ("**Legal Counsel**"), which shall be such counsel as designated by Wize, and reasonably acceptable to the Company, provided such counsel shall be familiar with United States Federal securities laws. The Company shall be responsible for the fees and expenses of Legal Counsel, up to an aggregate cumulative amount of $10,000. The consent of the Legal Counsel shall not be required for the Company to take any action in connection with this Agreement; provided that it shall consider such Legal Counsel's timely comments in good faith..

(e) Ineligibility for Form S-3 and Form F-3. In the event that Form S-3 and Form F-3, as applicable, are not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on Form S-1 or Form F-1 (as applicable) or another appropriate form reasonably acceptable to the Required Holders and (ii) undertake to register the Registrable Securities on Form S-3 or Form F-3 (as applicable) as soon as such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 or Form F-3 (as applicable) covering the Registrable Securities has been declared effective by the SEC.

(f) Sufficient Number of Shares Registered. In the event the number of shares available under a Registration Statement filed pursuant to Section 2(a) or Section 2(b) is insufficient to cover the Required Registration Amount of Registrable Securities required to be covered by such Registration Statement or an Investor's allocated portion of the Registrable Securities pursuant to Section 2(c), the Company shall amend the applicable Registration Statement, or file a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount as of the Trading Day immediately preceding the date of the filing of such amendment or new Registration Statement, in each case, as soon as practicable, but in any event not later than thirty (30) days after the necessity therefor arises. The Company shall use its reasonable commercial efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof. For purposes of the foregoing provision, the number of shares available under a Registration Statement shall be deemed "insufficient to cover all of the Registrable Securities" if at any time the number of Ordinary Shares available for resale under the Registration Statement is less than the Required Registration Amount as of such time.

(g) Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement. If (i) the Initial Registration Statement when declared effective fails to register the Initial Required Registration Amount of Initial Registrable Securities (a "**Registration Failure**"), (ii) a Registration Statement covering all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to this Agreement is (A) not filed with the SEC on or before the applicable Filing Deadline (a "**Filing Failure**") or (B) not declared effective by the SEC on or before the applicable Effectiveness Deadline, (an "**Effectiveness Failure**") or (iii) on any day after the applicable Effective Date sales of all of the Registrable Securities required to be included on such Registration Statement cannot be made (other than during a Non-Penalty Grace Period, as such term is defined below) pursuant to such Registration Statement or otherwise (including, without limitation, because of the suspension of trading or any other limitation imposed by an Eligible Market or a failure to keep such Registration Statement effective) (a "**Maintenance Failure**") then, as partial relief for the damages to any holder by reason of any such delay in or reduction of its ability to sell the Ordinary Shares (which remedy shall not be exclusive of any other remedies available at law or in equity, including, without limitation, specific performance or the additional obligation of the Company to register any Cutback Shares), the Company shall pay to each holder of Registrable Securities relating to such Registration Statement an amount equal to (A) a fraction of such holder's Registrable Securities that are required to be included in an effective Registration Statement under this Agreement *divided* by the aggregate number of Registrable Securities required to be included in an effective Registration Statement under this Agreement by all holders *multiplied* by (B) one percent (1%) of the Agreed Amount (as such term is defined in the Share Purchase Agreement) on each of the following dates: (i) the day of a Registration Failure, (ii) the day of a Filing Failure; (iii) the day of an Effectiveness Failure; (iv) the initial day of a Maintenance Failure; (v) on the thirtieth day after the date of a Registration Failure and every thirtieth day thereafter (pro rated for periods totaling less than thirty days) until such Registration Failure is cured, (vi) on the thirtieth day after the date of a Filing Failure and every thirtieth day thereafter (pro rated for periods totaling less than thirty days) until such Filing Failure is cured; (vii) on the thirtieth day after the date of an Effectiveness Failure and every thirtieth day thereafter (pro-rated for periods totaling less than thirty days) until such Effectiveness Failure is cured; and (viii) on the thirtieth day after the initial date of a Maintenance Failure and every thirtieth day thereafter (pro rated for periods totaling less than thirty days) until such Maintenance Failure is cured; it being clarified that, in each such case, such Registration Delay Payments shall not continue to accrue with respect to such Holder's securities that are no longer Registrable Securities. The payments to which a holder shall be entitled pursuant to this Section 2(g) are referred to herein as "**Registration Delay Payments**." Registration Delay Payments shall be paid on the earlier of (I) the dates set forth above and (II) the fifth Business Day after the event or failure giving rise to the Registration Delay Payments is cured. In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest beginning on the tenth (10^{th}) day following the due date thereof, calculated at the annual rate of two percent (2.0%) over the prime interest rate quoted by the *Wall Street Journal* on the date such payment is due, compounded monthly; provided, however, that in no event shall such annual interest rate exceed the maximum rate allowed under applicable law. Each payment of Registration Delay Payments may be made, at the Company's discretion, in either cash or Ordinary Shares. In case the payment is in Ordinary Shares, (A) the number of which shall be determined by dividing (x) the applicable Registration Delay Payment by (y) the VWAP on Nasdaq during a 30 trading days prior to the date giving rise to such Registration Delay Payment, and (B) such Ordinary Shares shall be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances, and (C) for the sake of clarity, such shares shall be considered Registrable Securities for all intents and purposes hereof (unless they may be freely sold by the Holder in the market pursuant to Rule 144 without any limitation thereunder on volume or manner of sale).

(h) Notwithstanding anything to the contrary hereunder, at any time after the Effective Date, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board of Directors of the Company after consultation with its counsel, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required in order to maintain effectiveness of a Registration Statement (a "**Grace Period**"); *provided, that* the Company shall promptly (i) notify the Investors in writing of the existence of material, non-public information giving rise to a Grace Period (provided that in each notice the Company will not disclose the content of such material, non-public information to the Investors) and the date on which the Grace Period will begin, and (ii) notify the Investors in writing of the date on which the Grace Period ends; and, *provided further,* that (A) no Grace Period shall exceed twenty (20) consecutive days and during any three hundred sixty five (365) day period such Grace Periods shall not exceed an aggregate of forty five (45) days and the first day of any Grace Period must be at least ten (10) Trading Days after the last day of any prior Grace Period, and (B) if the Grace Period shall exceed (i) five (5) consecutive days, or (ii) during any three hundred sixty five (365) day period, an aggregate of twenty (20) days, (each, a "**Non-Penalty Grace Period**"), then such excess days (each, a "**Penalty Grace Period**") shall be counted towards the days of the Maintenance Failure under Section 3(g). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Investors receive the notice referred to in clause (i) and shall end on and include the later of the date the Investors receive the notice referred to in clause (ii) and the date referred to in such notice.

3. Related Obligations.

At such time as the Company is obligated to file a Registration Statement with the SEC pursuant to Section 2(a), 2(b) or 2(e), the Company will use its reasonable commercial efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall prepare and file with the SEC a Registration Statement with respect to the Registrable Securities and use its reasonable commercial efforts to cause such Registration Statement relating to the Registrable Securities to become effective as soon as practicable after such filing (but in no event later than the Effectiveness Deadline). The Company shall keep each Registration Statement effective at all times until the earlier of: (i) the date as of which the Holders shall have sold all of the Registrable Securities covered by such Registration Statement (other than a sale or transfer by the Initial Holder to the Permitted Holder(s)); and (ii) the date as of which all the Registrable Securities may be freely sold by the Holders holding thereof in the market pursuant to Rule 144 without limitation thereunder on volume or manner of sale (the "**Registration Period**"). The Company shall ensure that each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading. The term "reasonable commercial efforts" shall mean, among other things, that the Company shall submit to the SEC, within two (2) Business Days after the Company learns that no review of a particular Registration Statement will be made by the staff of the SEC or that the staff has no further comments on a particular Registration Statement, as the case may be, a request for acceleration of effectiveness of such Registration Statement to a time and date not later than two (2) Business Days after the submission of such request. The Company shall respond in writing to comments made by the SEC in respect of a Registration Statement as soon as practicable.

(b) The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the 1933 Act, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until the early to occur of: (i) such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement (other than a sale or transfer by the Initial Holder to the Permitted Holder(s)); and (ii) such time all Registrable Securities may be freely sold by the Holders holding thereof in the market pursuant to Rule 144 without any limitation thereunder on volume or manner of sale. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the 1934 Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall permit Legal Counsel to review and comment upon (i) a Registration Statement at least three (3) Business Days prior to its filing with the SEC and (ii) all amendments and supplements to all Registration Statements (except for Annual Reports on Form 10-K/20-F, Quarterly Reports on Form 10-Q/6-K, Current Reports on Form 8-K/6-K, and any similar or successor reports or analogous reports under the 1934 Act) within a reasonable number of days prior to their filing with the SEC. In addition, if requested by an Investor, the Company shall permit each such Investor to review and comment on the Selling Shareholder section of each Registration Statement and all amendments and supplements to all Registration Statements at least two Business Days prior to its filing with the SEC. Unless publicly filed with the SEC, the Company shall furnish to Legal Counsel, without charge, (i) copies of any correspondence from the SEC or the staff of the SEC to the Company or its representatives relating to any Registration Statement, and (ii) promptly after the same is prepared and filed with the SEC, one copy of any Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Investor, and all exhibits. In addition, the Company shall deliver to the Legal Counsel, upon the effectiveness of any Registration Statement, one copy of the prospectus included in such Registration Statement and all amendments and supplements thereto. The Company shall reasonably cooperate with Legal Counsel in performing the Company's obligations pursuant to this Section 3.

(d) The Company shall furnish to each Investor whose Registrable Securities are included in any Registration Statement, without charge, following request of such Investor, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, if requested by an Investor, all exhibits and each preliminary prospectus (which may be delivered by email), (ii) upon the effectiveness of any Registration Statement, one copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (which may be delivered by email) and (iii) such other documents, including copies of any preliminary or final prospectus, as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor.

(e) The Company shall use its reasonable commercial efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by Investors of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States (the "**Jurisdictions**"), (ii) prepare and file in those Jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such Jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

(f) The Company shall promptly notify Legal Counsel and each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(g) The Company shall notify Legal Counsel and each Investor in writing of the happening of any event, as promptly as practicable after becoming aware of such event but in any event on the same Trading Day as such event, as a result of which the prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, nonpublic information), and promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver, following request of an Investor, one copy of such supplement or amendment to Legal Counsel and each Investor (which may be delivered by email). The Company shall also promptly notify Legal Counsel and each Investor in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel and each Investor by facsimile or email on the same day of such effectiveness), (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. No later than the second (2^{nd}) Business Day following the date any post-effective amendment has become effective, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Registration Statement.

(h) The Company shall use its reasonable commercial efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to promptly, but in no event later than the Trading Day of such issuance, notify Legal Counsel and each Investor who holds Registrable Securities of the issuance of such order or suspension and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(i) Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Investor or affiliate of an Investor as an underwriter without the prior written consent of such Investor.

(j) The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) disclosure of such information is reasonably necessary, as determined in good faith by the Company, to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning an Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice (to the extent the Company is permitted to do so) to such Investor and allow such Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(k) Reserved.

(l) Reserved.

(m) If requested by an Investor, the Company shall as soon as practicable (i) incorporate in a prospectus supplement or post-effective amendment such information as an Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by an Investor holding any Registrable Securities.

(n) The Company shall use its reasonable commercial efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities in the Jurisdictions.

(o) Reserved.

(p) The Company shall otherwise use its reasonable commercial efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

(q) Within two (2) Business Days after a Registration Statement which covers Registrable Securities is declared effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investors whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the SEC in customary form reasonably acceptable to the Required Holders.

(r) Reserved.

(s) Reserved.

(t) Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Investors in this Agreement or otherwise conflicts with the provisions hereof.

(u) In the event that the Company implements an ADR Program, the Company shall, at Investors' request at any time and from time to time, cause part or all of the Bonus Shares owned by the Investors to be converted into ADRs, at the Company's expense, and this Agreement shall apply *mutatis mutandis* to the ADRs held by the Investors in place of the Ordinary Shares.

4. Obligations of the Investors.

(a) At least five (5) Business Days prior to the first anticipated Filing Date of a Registration Statement, the Company shall notify each Investor in writing of the information the Company requires from each such Investor if such Investor elects to have any of such Investor's Registrable Securities included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2(h), Section 3(f) or Section 3(g), such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of copies of the supplemented or amended prospectus as contemplated by Section 3(f) or Section 3(g) or receipt of notice that no supplement or amendment is required.

(d) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the 1933 Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

5. Expenses of Registration.

All reasonable expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3 hereof, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company shall be paid by the Company.

6. Indemnification.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor, the directors, officers, partners, members, employees, agents, representatives of, and each Person, if any, who controls any Investor within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "**Claims**"), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("**Blue Sky Filing**"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, or (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "**Violations**"). Subject to Section 6(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person for such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(d); (ii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed and (iii) shall not apply to Claims based solely upon any conduct by such Indemnified Person which is finally judicially determined to constitute fraud, gross negligence, willful misconduct or malfeasance. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 9.

(b) In connection with any Registration Statement in which an Investor is participating, each such Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(c), such Investor shall reimburse the Indemnified Party for any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld or delayed; provided, further, however, that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 9.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for all such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the Indemnified Person or Indemnified Party, as applicable, the representation by such counsel of the Indemnified Person or Indemnified Party, as the case may be, and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Investors holding at least a majority in interest of the Registrable Securities included in the Registration Statement to which the Claim relates. The Indemnified Party or Indemnified Person shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement.

8. Reports Under the 1934 Act.

With a view to making available to the Investors the benefits of Rule 144, the Company agrees to, while any Investor owns any Registrable Securities and commencing with the Nasdaq Listing:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Investor so long as such Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act, (ii) following request of such Investor, a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company (which may be delivered by email) and (iii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration.

9. Assignment of Registration Rights.

The rights under this Agreement shall be automatically assignable by the Investors to any transferee of all or any portion of such Investor's Registrable Securities if: (i) the Investor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned; and (iii) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

10. Amendment of Registration Rights.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Holders; provided that any such amendment or waiver that complies with the foregoing but that disproportionately, materially and adversely affects the rights and/or obligations of any Investor relative to the comparable rights and/or obligations of the other Investors shall require the prior written consent of such adversely affected Investor. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon each Investor and the Company. No such amendment shall be effective to the extent that it applies to less than all of the holders of the Registrable Securities. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to this Agreement.

11. Miscellaneous.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), (iii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iv) one Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Bonus BioGroup Ltd.,
Israeli Public Company 520039777,
Of the Matam Advanced Technology Park,
Building 8B,
P.O.B. 15143, Haifa 31905, Israel

with a copy (for informational purposes only) to:

Efrati Galili Confino & Co.
Address: 28 Haarbaa St. | Haarbaa South Tower | 19th floor
Tel Aviv 6473925
Attention: Gil Lavron, Adv.
Email: gil@egl.co.il

If to an Investor, to its address, facsimile number or email address set forth on the Schedule of Investors attached hereto, with copies to such Buyer's representatives as set forth on the Schedule of Investors, or to such other address, facsimile number and/or email address to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail transmission containing the time, date, recipient facsimile number or e-mail address and an image of the first page of such transmission or (C) provided by a courier or overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(e) If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(f) This Agreement, the other Transaction Documents (as defined in the Share Purchase Agreement) and the instruments referenced herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the other Transaction Documents and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

(g) Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

(h) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission or scanned via e-mail of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

(j) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) All consents and other determinations required to be made by the Investors pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Required Holders.

(l) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(m) This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(n) The obligations of each Investor hereunder are several and not joint with the obligations of any other Investor, and no provision of this Agreement is intended to confer any obligations on any Investor vis-à-vis any other Investor. Nothing contained herein, and no action taken by any Investor pursuant hereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

COMPANY:

BONUS BIOGROUP LTD.

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

WIZE PHARMA, INC.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

SCHEDULE OF INVESTORS

Investor	Investor Address, Facsimile Number and Email	Investor's Representative's Address, Facsimile Number and Email
Wize Pharma Inc.	Wize Pharma, Inc. 24 Hanagar Street Hod Hasharon 4527708 Israel Telephone: 972 (72) 260-0536 Facsimile: 972 (72) 260-0536 Attention: Or Eisenberg E-mail: or@wizepharma.com	Goldfarb Seligman & Co. 98 Yigal Alon Street Tel Aviv, Israel 6789141 Attention: Ido Zemach Telephone: +972-3-608-9989 Email: ido.zemach@goldfarb.com

EXHIBIT A

SELLING SHAREHOLDERS

The Ordinary Shares being offered by the selling shareholders are those previously issued to the selling shareholders and those shares issuable under the Share Purchase Agreement and Exchange Agreement. For additional information regarding the issuances of the Ordinary Shares, see ["Private Placement of Ordinary Shares"] above. We are registering the Ordinary Shares in order to permit the selling shareholders to offer the shares for resale from time to time. Except for the ownership of the Ordinary Shares, pursuant to the Share Purchase Agreement and Exchange Agreement, the selling shareholders have not had any material relationship with us within the past three years.

The table below lists the selling shareholders and other information regarding the beneficial ownership of the Ordinary Shares by each of the selling shareholders. The second column lists the number of Ordinary Shares beneficially owned by each selling shareholder, based on its ownership of the Ordinary Shares, as of _____, 2020.

The third column lists the Ordinary Shares being offered by this prospectus by the selling shareholders.

In accordance with the terms of a registration rights agreement with the holders of the Ordinary Shares, this prospectus generally covers the resale of at least a number of Ordinary Shares equal to the sum of (i) the number of Ordinary Shares issued, and (ii) the maximum number of Ordinary Shares issued and issuable pursuant to the Share Purchase Agreement and Exchange Agreement as of the Trading Day immediately preceding the date the registration statement is initially filed with the SEC, all subject to adjustment as provided in the registration rights agreement. Because the number of Ordinary Shares may be adjusted, the number of shares that will actually be issued may be more or less than the number of shares being offered by this prospectus. The fourth column assumes the sale of all of the shares offered by the selling shareholders pursuant to this prospectus.

Name of Selling Shareholder	Number of Shares of Common Share Owned Prior to Offering	Maximum Number of Shares of Common Share to be Sold Pursuant to this Prospectus	Number of Shares of Common Share Owned After Offering
Wize Pharma Inc.			

PLAN OF DISTRIBUTION

We are registering the Ordinary Shares previously issued and the Ordinary Shares issuable under the Share Purchase Agreement and Exchange Agreement as of the Trading Day immediately preceding the date the registration statement is initially filed with the SEC, to permit the resale of these Ordinary Shares by the holders of these securities from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholders of the Ordinary Shares. We will bear all fees and expenses incident to our obligation to register the Ordinary Shares.

The selling shareholders may sell all or a portion of the Ordinary Shares beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the Ordinary Shares are sold through underwriters or broker-dealers, the selling shareholders will be responsible for underwriting discounts or commissions or agent's commissions. The Ordinary Shares may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions,

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions other than on these exchanges or systems or in the over-the-counter market;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- sales pursuant to Rule 144;
- broker-dealers may agree with the selling securityholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

If the selling shareholders effect such transactions by selling Ordinary Shares to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling shareholders or commissions from purchasers of the Ordinary Shares for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved).

The selling shareholders may pledge or grant a security interest in some or all of the Ordinary Shares owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the Ordinary Shares from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended, amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling shareholders also may transfer and donate the Ordinary Shares in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus. The selling shareholders and any broker-dealer participating in the distribution of the shares may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares is made, a prospectus supplement, if required, will be distributed which will set forth the aggregate amount of Ordinary Shares being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling shareholders and any discounts, commissions or concessions allowed or reallowed or paid to broker-dealers.

Under the securities laws of some states, the Ordinary Shares may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the Ordinary Shares may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling shareholder will sell any or all of the Ordinary Shares registered pursuant to the registration statement, of which this prospectus forms a part.

The selling shareholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares by the selling shareholders and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the Ordinary Shares to engage in market-making activities with respect to the shares. All of the foregoing may affect the marketability of the Ordinary Shares and the ability of any person or entity to engage in market-making activities with respect to the Ordinary Shares.

We will pay all expenses of the registration of the Ordinary Shares pursuant to the registration rights agreement, estimated to be $[ ] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; provided, however, that a selling shareholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling shareholders against liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreements, or the selling shareholders will be entitled to contribution. We may be indemnified by the selling shareholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling shareholder specifically for use in this prospectus, in accordance with the related registration rights agreement, or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the Ordinary Shares will be freely tradable in the hands of persons other than our affiliates.

Exhibit 10.4

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (the "**Agreement**"), dated as of January 9, 2020, by and among Wize Pharma, Inc., a Delaware corporation, with headquarters located at 24 Hanagar Street, POB 6653, Hod Hasharon 4527708, Israel (the "**Company**"), and the investors listed on the Schedule of Buyers attached hereto (individually, a "**Buyer**" and collectively, the "**Buyers**").

WHEREAS:

A. The Company and each Buyer is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**"), and Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the 1933 Act.

B. The Company has authorized a new series of convertible preferred stock of the Company designated as Series B Non-Voting Redeemable Preferred Stock, the terms of which are set forth in the certificate of designation for such series of preferred stock (the "**Certificate of Designations**") in the form attached hereto as Exhibit A (the "**Preferred Shares**").

C. Each Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, that aggregate number of Preferred Shares set forth opposite such Buyer's name in column (3) on the Schedule of Buyers (which aggregate number for all Buyers shall be 7,500).

D. The aggregate purchase price for the Preferred Shares shall be $7,500,000 (the "**Aggregate Purchase Price**").

E. Contemporaneously with the execution and delivery of this Agreement, (i) the Company and Bonus BioGroup Ltd., a company organized under the laws of the state of Israel ("**Bonus**"), are executing and delivering the Share Purchase Agreement (as may be amended from time to time, the "**Bonus Purchase Agreement**"), (ii) the Company and Bonus are executing and delivering the Exchange Agreement (as may be amended from time to time, the "**Bonus Exchange Agreement**"), and (iii) as contemplated by the Bonus Purchase Agreement, Bonus, the Company, and IBI Trust Management (the "**Bonus Escrow Agent**") are executing and delivering the Escrow Agreement (the "**Bonus Escrow Agreement**" and, together with the Bonus Purchase Agreement and Bonus Exchange Agreement, the "**Bonus Agreements**"), pursuant to which the Company has agreed to purchase the Bonus Shares (as defined in the Bonus Purchase Agreement) in exchange for the consideration set forth in the Bonus Agreements.

NOW, THEREFORE, the Company and each Buyer hereby agree as follows:

1. PURCHASE AND SALE OF PREFERRED SHARES.

(a) Purchase of Preferred Shares. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below, the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly, shall purchase from the Company on the Closing Date (as defined below), the number of Preferred Shares as is set forth opposite such Buyer's name in column (3) on the Schedule of Buyers (the "**Closing**").

(b) Closing. The date and time of the Closing (the "**Closing Date**") shall be 10:00 a.m., Israel time, on the same day immediately following satisfaction (or waiver) of the conditions to the Closing set forth in Sections 6 and 7 below, at the offices of the Company (or such other date, time and location as is mutually agreed to by the Company and the holders of at least a majority of the Preferred Shares issuable hereunder (the "**Required Holders**")). The Closing may also be undertaken remotely by electronic transfer of Closing documentation.

(c) Purchase Price. The aggregate purchase price for the Preferred Shares to be purchased by each Buyer at the Closing shall be the amount set forth opposite each Buyer's name in column (4) of the Schedule of Buyers (the "**Purchase Price**"). Each Buyer shall pay $1,000 for each Preferred Share.

(d) Form of Payment. (i) On the date hereof (or such other time agreed in writing by the Company), each Buyer will have paid its Purchase Price for the Preferred Shares to be issued and sold to such Buyer at the Closing to the escrow account (the "**Escrow Account**") established by the Company for such purposes under the escrow agreement (the "**Escrow Agreement**") to be entered into among the Company, IBI Trust Management, as escrow agent (the "**Escrow Agent**"), and the Buyers, by wire transfer of immediately available funds in accordance with the Company's written wire instructions, which funds shall be released to the Company at or immediately prior to the Closing; and (ii) at the Closing, the Company shall deliver to each Buyer one or more stock certificates, evidencing the number of Preferred Shares such Buyer is purchasing as is set forth opposite such Buyer's name in column (3) of the Schedule of Buyers, duly executed on behalf of the Company and registered in the name of such Buyer or its designee or shall register such Preferred Shares in book entry form with the Company's books in such Buyer's name.

(e) Acceptance of Subscription**.** Each Buyer understands and agrees that the Company shall have no obligation hereunder until the Company shall execute and deliver to the Buyer an executed copy of this Agreement.

2. BUYER'S REPRESENTATIONS AND WARRANTIES. Each Buyer, severally and not jointly, represents and warrants with respect to only itself that, as of the date hereof and as of the Closing Date:

(a) No Public Sale or Distribution. Such Buyer is (i) acquiring the Preferred Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, such Buyer does not agree to hold the Preferred Shares for any minimum or other specific term and reserves the right to dispose of the Preferred Shares at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. Such Buyer is acquiring the Preferred Shares hereunder in the ordinary course of its business. Such Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person (as defined below) to distribute any of the Preferred Shares. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

(b) Accredited Investor Status. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

(c) Reliance on Exemptions. Such Buyer understands that the Preferred Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws (including the 1933 Act) and that the Company is relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Preferred Shares.

(d) Information. Such Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Preferred Shares, including the Bonus Agreements, that have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its advisors, if any, or its representatives shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Such Buyer understands that its investment in the Preferred Shares involves a high degree of risk. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Preferred Shares.

(e) No Governmental Review. Such Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Preferred Shares nor have such authorities passed upon or endorsed the merits of the offering of the Preferred Shares.

(f) Transfer or Resale. Such Buyer understands that: (i) the Preferred Shares have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (x) the Company shall have provided its written approval therefor and (y) either (A) subsequently registered thereunder, (B) such Buyer shall have delivered to the Company an opinion of counsel, in a generally acceptable form, to the effect that such Preferred Shares to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) such Buyer provides the Company with reasonable assurance that such Preferred Shares can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the 1933 Act, as amended, (or a successor rule thereto) (collectively, "**Rule 144**"); (ii) any sale of the Preferred Shares made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and further, if Rule 144 is not applicable, any resale of the Preferred Shares under circumstances in which the seller (or the Person) through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Preferred Shares under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder.

(g) Legends. Such Buyer understands that the certificates or other instruments representing the Preferred Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. IN ADDITION, THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR ASSIGNED UNLESS SUCH SALE, TRANSFER, PLEDGE OR ASSIGNMENT IS PERMITTED IN ACCORDANCE WITH THE AND CERTIFICATE OF DESIGNATION.

(h) Validity; Enforcement. This Agreement and the other Transaction Documents to which such Buyer is a party have been duly and validly authorized, executed and delivered on behalf of such Buyer and shall constitute the legal, valid and binding obligations of such Buyer enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) No Conflicts. The execution, delivery and performance by such Buyer of this Agreement and the other Transaction Documents to which such Buyer is a party and the consummation by such Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Buyer, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

(j) Consents. Buyer is not required to obtain any consent, authorization or order of, or make any filing or registration with any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case in accordance with the terms hereof or thereof.

(k) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 2, neither Buyer nor any other Person on behalf of Buyer makes any other express or implied representation or warranty with respect to Buyer or with respect to any other information provided by or on behalf of Buyer.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Buyers that, as of the date hereof and as of the Closing Date:

(a) Organization and Qualification.

(i) Each of the Company and each of its "**Subsidiaries**" (which for purposes of this Agreement means any joint venture or any entity in which the Company, directly or indirectly, owns more than 50% of the capital stock or equity or similar interest) are entities duly organized and validly existing and in good standing (excluding for purposes of the representation regarding good standing, any Subsidiary formed in Israel) under the laws of the jurisdiction in which they are formed, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted.

(ii) Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, "**Material Adverse Effect**" means any material adverse effect, on or affecting (A) the business, properties, assets, liabilities, operations, results of operations, or condition (financial or otherwise) of the Company and of the Subsidiaries, taken as a whole, or (ii) on the transactions contemplated hereby or the other Transaction Documents; *provided however* that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable laws or accounting rules following the date hereof; (vi) the public announcement or completion of the Transactions contemplated by this Agreement (provided that no such announcement shall be in violation of the terms hereof); (vii) any natural disaster or acts of God; (viii) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); or (ix) any changes in the share price of the Company (provided that the underlying causes of such changes shall not be excluded); except in the case of (i), (ii), (iii), (iv), (v) or (vii) above to the extent these effects or changes do not have a disproportionate effect or change on the Company as compared to other Persons in the industries in which the Company operates.

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Certificate of Designations and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") and to issue the Preferred Shares in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Preferred Shares have been duly authorized by the Company's Board of Directors and (other than the filing with the SEC of a Form D and the 8-K Filing, the filing of the Certificate of Designations with the Secretary of State of Delaware, and other filings as may be required by state securities agencies) no further filing, consent, or authorization is required by the Company, its Board of Directors or its stockholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies. On or before the Closing, the Certificate of Designations in the form attached hereto as Exhibit A will have been filed with the Secretary of State of the State of Delaware and be in full force and effect, enforceable against the Company in accordance with its terms and will not have been amended.

(c) Issuance of Preferred Shares. The issuance of the Preferred Shares is duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, shall be validly issued and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances with respect to the issue thereof and shall be fully paid and nonassessable with the holders being entitled to the rights and preferences set forth in the Certificate of Designations. Assuming in part the accuracy of each of the representations and warranties of the Buyers set forth in Section 2 of this Agreement, the offer and issuance by the Company of the Preferred Shares is exempt from registration under the 1933 Act.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Preferred Shares) will not (i) result in a violation of the Company's Certificate of Incorporation, as amended and as in effect on the date hereof (the "**Certificate of Incorporation**"), and the Company's Bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), , any memorandum of association, certificate of incorporation, certificate of formation, bylaws, any certificates of designations or other constituent documents of the Company or any of its Subsidiaries, any capital stock of the Company or any of its Subsidiaries or the articles of association or bylaws of the Company or any of its Subsidiaries or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) to the knowledge of the Company, result in a violation of any law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations and the rules and regulations of the OTC QB (the "**Principal Market**") and applicable laws of the State of Delaware and any foreign, federal, and other state laws) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

(e) Consents. The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with (other than the filing with the SEC of a Form D and the 8-K Filing, the filing of the Certificate of Designations with the Secretary of State of Delaware, and other filings as may be required by state securities agencies), any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing Date (or in the case of the filings detailed above, will be made timely after the Closing Date), and the Company and its Subsidiaries are unaware of any facts or circumstances that might prevent the Company or any of its Subsidiaries from obtaining or effecting any of the consent, registration, application or filings pursuant to the preceding sentence.

(f) Acknowledgment Regarding Buyer's Purchase of Securities. The Company acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that no Buyer, other than Buyers that have indicated that they are affiliates of the Company on their signature page, is (i) an officer or director of the Company or any of its Subsidiaries, (ii) an "affiliate" of the Company or any of its Subsidiaries (as defined in Rule 144) or (iii) to the knowledge of the Company, a "beneficial owner" of more than 10% of the shares of Common Stock of the Company (as defined for purposes of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**")). The Company further acknowledges that no Buyer is acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Preferred Shares. The Company further represents to each Buyer that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(g) No General Solicitation; Broker's Fees. Neither the Company, nor any of its Subsidiaries or affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Preferred Shares. Except as expressly set forth herein, the Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby.

(h) No Integrated Offering. None of the Company, its Subsidiaries, any of their affiliates, and any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Securities under the 1933 Act, whether through integration with prior offerings or otherwise, or cause this offering of the Preferred Shares to require the approval of the stockholders of the Company for purposes of the 1933 Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated for quotation. None of the Company, its Subsidiaries, their affiliates or any Person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of the issuance of any of the Securities under the 1933 Act or cause the offering of any of the Securities to be integrated with other offerings for purposes of any such applicable stockholder approval provisions.

(i) Application of Takeover Protections; Rights Agreement. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, interested stockholder, business combination, poison pill (including, without limitation, any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation, Bylaws or other organizational documents or the laws of the jurisdiction of its formation which is or could become applicable to any Buyer as a result of the transactions contemplated by this Agreement. The Company has not adopted a stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of Common Stock or a change in control of the Company or any of its Subsidiaries.

(j) SEC Documents; Financial Statements. Since January 1, 2019, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof or prior to the Closing Date, and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "**SEC Documents**"). The Company has delivered to the Buyers or their respective representatives true, correct and complete copies of each of the SEC Documents not available on the EDGAR system, if any (excluding, however, any confidentiality treatment requests, and any correspondence with the SEC). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto as in effect as of the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved ("**GAAP**") (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company and its Subsidiaries as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material either individually or in the aggregate).

(k) Transfer Taxes. On the Closing Date, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the sale and transfer of the Preferred Shares to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(l) No Disqualification Events. With respect to the Preferred Shares to be offered and sold hereunder in reliance on Rule 506(b) under the 1933 Act ("**Regulation D Securities**"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Buyers a copy of any disclosures provided thereunder.

(m) Bonus Agreements. The Company has made available to the Buyers true and complete copies of the Bonus Agreements.

(n) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 3, neither the Company nor any other Person on behalf of the Company or its Subsidiaries makes any other express or implied representation or warranty with respect to the Company or its Subsidiaries or with respect to any other information provided by or on behalf of the Company or its Subsidiaries, including with respect to the Bonus Agreements or the Bonus Shares (as defined therein). Without derogating from the generality of the foregoing, Buyers acknowledge that the Company (i) shall not be liable for, nor is the Company providing any guarantee on, or making any representations or warranties with respect to, the expected value of the Bonus Shares (including the Advance Shares) or their tradeability (including due to any limitations under applicable securities laws) and (ii) subject to the Price Restriction (as defined below) and limitations under applicable securities laws, the Company will be able to freely resell the Bonus Shares at any time and from time to time.

4. COVENANTS.

(a) Best Efforts. Each party shall use its best efforts timely to satisfy each of the covenants and the conditions to be satisfied by it as provided in Sections 6 and 7 of this Agreement.

(b) Form D. The Company agrees to timely file a Form D with respect to the Preferred Shares as required under Regulation D.

(c) Reporting Status. From the Closing and until the date on which the Buyers no longer hold any Preferred Shares (the "**Reporting Period**"), the Company shall timely file all reports required to be filed with the SEC pursuant to the 1934 Act, and the Company shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would no longer require or otherwise permit such termination.

(d) Use of Proceeds. The Company will use the proceeds from the sale of the Preferred Shares primarily in order to fund the purchase of the Bonus Shares (as defined in the Bonus Purchase Agreement); it being understood that, as more fully set forth herein and in the Escrow Agreement (A) $500,000 (the "**Advance**") out of the Aggregate Purchase Price shall be released by the Escrow Agent to Bonus (through the Bonus Escrow Agent) as soon as possible following the date hereof (i.e., before the Closing) and the balance thereof shall be released by the Escrow Agent to the Bonus Escrow Agent at Closing; (B) upon the Closing, (i) $3,200,000 out of the Aggregate Purchase Price shall be released by the Bonus Escrow Agent to Bonus and (ii) transaction fees and expenses of the Company for the transactions contemplated hereunder and under the Bonus Agreements (the "**Company Expenses**") of $100,000 (the "**Expenses Cap**") will be remitted to the Company; and (C) $3,700,000 out of the Aggregate Purchase Price (the "**NASDAQ Payment Amount**") shall be released by the Bonus Escrow Agent to Bonus upon the earlier of (i) the Milestone Closing (as defined in the Bonus Purchase Agreement), or (ii) upon the written consent of the Required Holders.

(e) Bonus Shares. The Company shall have no limitation on the transfer, sale or disposition of the Bonus Shares (as defined in the Bonus Purchase Agreement), and may transfer, sell or dispose such Bonus Shares at any time, and from time to time, in the Company's sole discretion. Notwithstanding the foregoing, for as long as any Preferred Shares remain outstanding, the Company shall not sell, transfer or dispose of any Bonus Shares for a price per share equal to less than NIS 0.40 (subject to adjustments in case of stock splits, consolidation, share dividend (including any dividend or distribution of securities convertible into share capital), reorganization, reclassification, combination, recapitalization or other like change with respect to the Bonus Shares), unless such sale, transfer or disposition is approved in writing by the Required Holders (the "**Price Restriction**").

(f) Disclosure of Transactions. On or before the Disclosure Time (as defined below), the Company shall issue a press release and file a Current Report on Form 8-K, describing the terms of the transactions contemplated by this Agreement in the form required by the 1934 Act and attaching this Agreement and the form of the Certificate of Designations as exhibits to such filing (including all attachments), the "**8-K Filing**"). As used herein, "**Disclosure Time**" means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, , or (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

(g) Assignment of Rights under the Bonus Purchase Agreement. Effective as of the Closing, the Company undertakes that simultaneously with, or promptly after, the redemption of the Preferred Shares, it shall also assign the rights of the Company under the Bonus Purchase Agreement and the Registration Rights Agreement (as defined therein) as more fully set forth in Exhibit B hereto.

(h) Guarantee. It is hereby agreed that, notwithstanding anything to the contrary hereunder, including Section 1(d) hereof, "Purchase Price", for all intents and purposes hereunder and under the other Transaction Documents, may consist (and therefore, the definition of such terms shall include) of an executed bank guarantee or other similar instrument; *provided that* (A) Buyers may not use such instrument (in lieu of cash) unless (i) the form and substance thereof is acceptable to the Company in its full discretion and (ii) an unexecuted copy of such instrument has been made available to the Company by such Buyer at least 48 hours (or less, if approved in writing by the Company) prior to the execution of this Agreement, and (B) without derogating from any of its other rights and remedies under this Agreement and by applicable law, such Buyer shall not be issued any Preferred Shares at Closing or thereafter unless such instrument is replaced by Buyer with (or is converted by the Company, at its sole discretion, into) freely unrestricted cash, in US dollars, by no later than 45 days (or more, if approved in writing by the Company) following the Closing.

5. REGISTER; TRANSFER AGENT INSTRUCTIONS.

(a) Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Preferred Shares), a register for the Preferred Shares in which the Company shall record the name and address of the Person in whose name the Preferred Shares have been issued (including the name and address of each transferee). The Company shall keep the register open and available at all times during business hours for inspection of any Buyer or its legal representatives.

6. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

The obligation of the Company hereunder to issue and sell the Preferred Shares to each Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Such Buyer shall have delivered its Purchase Price to the Company (or to the Escrow Account, as applicable) for the Preferred Shares being purchased by such Buyer on the date hereof (or such other time agreed in writing by the Company) by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company.

(iii) The representations and warranties of such Buyer shall be true and correct as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date), and such Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

(iv) The closing of the Bonus Purchase Agreement shall have occurred simultaneously with, or immediately after, the Closing pursuant to this Agreement.

7. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

The obligation of each Buyer hereunder to purchase the Preferred Shares set forth opposite such Buyer's name in column (3) of the Schedule of Buyers at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions may be waived in writing by the Required Holders:

(i) The Company shall have duly issued and delivered to such Buyer the Preferred Shares (allocated in such amounts as such Buyer shall request), being purchased by such Buyer at the Closing pursuant to this Agreement as set forth opposite such Buyer's name in column (3) of the Schedule of Buyers.

(ii) The Company shall have delivered to such Buyer a certificate evidencing the formation and good standing of the Company issued by the Secretary of State (or comparable office) of Delaware, as of a date within not more than ten (10) days prior to the Closing Date.

(iii) The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Closing Date. Such Buyer shall have received a certificate, executed by the Chief Executive Officer of the Company, dated as of the Closing Date, to the foregoing effect.

(iv) The Certificate of Designations in the form attached here to as Exhibit A shall have been filed with the Secretary of State of the State of Delaware and shall be in full force and effect, enforceable against the Company in accordance with its terms and shall not have been amended.

(v) Such Buyer shall have received the Company's wire instructions on Company's letterhead duly executed by an authorized executive officer of the Company.

(vi) The closing of the Bonus Purchase Agreement shall have occurred simultaneously with, or immediately after, the Closing pursuant to this Agreement.

8. TERMINATION. In the event that the Closing shall not have occurred on or before 5:00 p.m. (IL Time) on the 30th day following the date hereof (as such time may be extended by the written consent of the Company and the Required Holders), either party may terminate this Agreement by written notice to the other party; ***provided that*** (i) the party seeking to terminate this Agreement pursuant to this Section shall not have breached in any material respect its obligations under this Agreement in any manner that shall have caused the failure to consummate the Closing on or before such time and (ii) the Company undertakes that if (A) the Advance is released by the Escrow Agent to Bonus (through the Bonus Escrow Agent) and (B) no Closing occurred, the Company shall distribute all (100%) of the Advance Shares (as defined in the Bonus Purchase Agreement), in no event later than six (6) months thereafter, to the Buyers (on a pro rata basis amongst the Buyers based on their portion of the Aggregate Purchase Price initially transferred to the Escrow Agent).

9. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Documents supersede all other prior oral or written agreements between the Buyers, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Holders; provided that any such amendment or waiver that complies with the foregoing but that disproportionately, materially and adversely affects the rights and/or obligations of any Buyer(s) or holder(s) of Preferred Shares relative to the comparable rights and/or obligations of the other Buyers or holders of Preferred Shares shall require the prior written consent of such adversely affected Buyer(s) or holder(s) of Preferred Shares. Any amendment or waiver effected in accordance with this Section 9(e) shall be binding upon each Buyer and holder of Preferred Shares and the Company. No such amendment shall be effective to the extent that it applies to less than all of the Buyers or holders of Preferred Shares. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to this Agreement. The Company has not, directly or indirectly, made any agreements with any Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, no Buyer has made any commitment or promise or has any other obligation to provide any financing to the Company or otherwise.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement or any of the other Transaction Documents must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) upon delivery, when sent by electronic mail (provided that the sending party does not receive an automated rejection notice); or (iv) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:
Wize Pharma, Inc.
24 Hanagar Street
Hod Hasharon 4527708
Israel
Telephone: 972 (72) 260-0536
Facsimile: 972 (72) 260-0537
Attention: Or Eisenberg
E-mail: or@wizepharma.com

If to a Buyer, to its address, facsimile number and e-mail address set forth on the Schedule of Buyers, with copies to such Buyer's representatives as set forth on the Schedule of Buyers, or to such other address, facsimile number and/or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine or e-mail containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Preferred Shares. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Required Holders. A Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except that each Indemnitee shall have the right to enforce the obligations of the Company with respect to Section 9(l).

(i) Survival. Unless this Agreement is terminated under Section 8, the representations and warranties of the Company and the Buyers contained in Sections 2 and 3, and the agreements and covenants set forth in Sections 4, 5 and 9 shall survive the Closing and the delivery of the Preferred Shares for a period of 18 months following the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Indemnification. In consideration of each Buyer's execution and delivery of this Agreement and acquiring of the Preferred Shares hereunder, the Company shall defend, protect, indemnify and hold harmless each Buyer and each other holder of the Preferred Shares and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**"), as incurred, from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee (unless such action is based solely upon any conduct by such Indemnitee which is finally judicially determined to constitute fraud, gross negligence, willful misconduct or malfeasance), as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement or any other certificate, instrument or document contemplated hereby, (b) any breach of any covenant, agreement or obligation of the Company contained in this Agreement or any other certificate, instrument or document contemplated hereby or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from the foregoing events described in clauses (a) and (b). To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law. The maximum indemnifiable damages shall be the Aggregate Purchase Amount.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(m) Remedies. Each Buyer and each holder of the Preferred Shares shall have all rights and remedies set forth in this Agreement and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Buyers. The Company therefore agrees that the Buyers shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages and without posting a bond or other security.

(n) Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) this Agreement, whenever any Buyer exercises a right, election, demand or option under this Agreement and the Company does not timely perform its related obligations within the periods therein provided, then such Buyer may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(o) Payment Set Aside. To the extent that the Company makes a payment or payments to the Buyers hereunder or pursuant to any of the other Transaction Documents or the Buyers enforce or exercise their rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

(p) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as, and the Company acknowledges that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group, and the Company shall not assert any such claim with respect to such obligations or the transactions contemplated by the Transaction Documents and the Company acknowledges that the Buyers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. The Company acknowledges and each Buyer confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose.

(q) Blue Sky Qualification**.** The purchase of Preferred Shares under this Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Preferred Shares from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Buyer and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

WIZE PHARMA, INC.

By: _____
Name:
Title:

[Signature Page to Securities Purchase Agreement]

[PURCHASER SIGNATURE PAGES TO WIZE PHARMA, INC. SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, each Buyer and the Company have caused their respective signature page to this Securities Purchase Agreement to be duly executed as of the date first written above.

Name of Buyer: _____ _____

Signature of Authorized Signatory of Buyer: _____

Name of Authorized Signatory: _____ _____

Title of Authorized Signatory: _____ _____

Email Address of Authorized Signatory: _____

Address for Notice to Buyer: _____

Address for Delivery of Stock Certificate (if not same as address for notice):

Affiliate of the Issuer: _____ [Check if an affiliate of the Company]

Subscription Amount: $_____

SSN/EIN: _____

[Signature Page to Securities Purchase Agreement]

SCHEDULE OF BUYERS

(1)	(2)	(3)	(4)	(5)
Buyer	**Address, Facsimile Number and Email**	**Number of Preferred Shares**	**Purchase Price**	**Legal Representative's Address, Facsimile Number and Email**
		[●]	$ [●]	
		[●]	$ [●]	
		[●]	$ [●]	
[Other Buyer]		[●]	$ [●]	
TOTAL		[●]	**$ [●]**	