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**Keepers Child Safety Ltd.**

**SAFE  
(Simple Agreement for Future Equity)**

THIS CERTIFIES THAT in exchange for the payment by Mr. Meir Sharvit, ID. 029043304, or any other entity instead or on its behalf (the “**Investor**”) of US\$250,000 by wire transfer in NIS to Company account (the “**Purchase Amount**”) on or about November 9, 2021, Keepers Child Safety Ltd., a private company incorporated under the laws of the State of Israel (the “**Company**”), hereby issues to the Investor the right to certain shares of the Company’s Share Capital, subject to the terms set forth below.

The “**Valuation Cap**” is US\$16,000,000.

The “**Discount Rate**” is 25%.

See **Section 2** for certain additional defined terms.

**1. Events**

(a) **Qualifying Equity Financing**. If there is a Qualifying Equity Financing before the expiration or termination of this instrument, the Company will automatically issue to the Investor a number of Safe Shares equal to the Purchase Amount divided by the Conversion Price.

In connection with the issuance of Safe Shares by the Company to the Investor pursuant to this Section 1(a), the Investor will execute and deliver to the Company all transaction documents related to the Qualifying Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of New Shares, with appropriate variations for the Safe Shares if applicable.

(b) **Non-Qualifying Equity Financing**. If there is a Non-Qualifying Equity Financing, then, the Investor shall have the right, upon the Investor's sole discretion, at any time prior to the occurrence of a Qualifying Equity Financing, to be issued with a number of Safe Shares equal to the Purchase Amount divided by the Conversion Price.

In connection with the issuance of Safe Shares by the Company to the Investor pursuant to this Section 1(b), the Investor will execute and deliver to the Company all transaction documents related to the Non-Qualifying Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of New Shares, with appropriate variations for the Safe Shares if applicable.

(c) **Liquidity Event**. If there is a Liquidity Event before the expiration or termination of this instrument, the Investor will, at his option, either (i) receive (immediately, prior to the consummation of the Liquidity Event) a cash payment equal to the Purchase Amount (subject to the following paragraph) or (ii) automatically receive from the Company such

number of the most senior class of shares of the Company then outstanding equal to the Purchase Amount divided by the Liquidity Price.

In connection with Section (c)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor and holders of other Safes (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and *pro rata* among the Cash-Out Investors in proportion to their Purchase Amounts, and the Cash-Out Investors will automatically receive the number of Ordinary Shares equal to the remaining unpaid Purchase Amount divided by the Liquidity Price.

(d) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Investor immediately prior to, or concurrent with, the consummation of the Dissolution Event. The Purchase Amount will be paid prior and in preference to any Distribution of any of the assets of the Company to holders of outstanding Share Capital by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Investor and all holders of all other Safes (the “**Dissolving Investors**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Investors of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and *pro rata* among the Dissolving Investors in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(d).

(e) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the issuance of shares to the Investor pursuant to Section 1(a), Section 1(b) or Section 1(c)(ii); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(c)(i) or Section 1(d).

## 2. *Definitions*

“**Change of Control**” means (i) a transaction or series of related transactions in which any new entity becomes the beneficial owner, directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, exclusive license or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” means the sum, as of immediately prior to the Equity Financing of: (1) all shares of Share Capital (on a fully diluted and an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested Options, warrants and convertible notes, including any outstanding convertible loan agreements and KISS agreements (collectively “**Convertible Securities**”) securities and any adjustments of numbers of shares triggered by anti-dilution events, but excluding (A) this instrument and all other Safes under terms similar to this Safe, **and** (2) all shares of Ordinary Shares reserved and available for future grant under any equity incentive or similar plan of the Company, and/or any equity incentive or similar plan to be created or increased in connection with the Equity Financing.

“**Conversion Price**” means the either: (1) the Safe Price, or (2) the Discount Price, whichever calculation results in a greater number of shares of Safe Shares.

“**Discount Price**” means the lowest price per share sold in the Equity Financing, discounted by the Discount Rate.

“**Distribution**” means the transfer to holders of Share Capital by reason of their ownership thereof of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Ordinary Shares payable in Ordinary Shares, or the purchase or redemption of Share Capital by the Company or its subsidiaries for cash or property other than: (i) repurchases of Ordinary Shares held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to an agreement providing, as applicable, a right of first refusal or a right to repurchase shares upon termination of such service provider’s employment or services; or (ii) repurchases of Share Capital in connection with the settlement of disputes with any shareholder.

“**Dissolution Event**” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors, (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary, (iv) the suspension or cessation (for at least 90 days) of all or substantially all operations of the Company, or (v) insolvency. The Company shall provide the Investor with a prior written notice of any such impending Dissolution Event not later than 3 days prior to the Dissolution Event.

“**Equity Financing**” means either a Qualifying Equity Financing or a Non-Qualifying Equity Financing, provided that if the Equity Financing is obtained by way of a series of transactions, the determinative round for computing Company Capitalization will be the transaction in which the price per share was the lowest.

“**Non-Qualifying Equity Financing**” means a bona fide transaction with the principal purpose of raising capital, pursuant to which the Company issues and sells New Shares in consideration for an aggregate investment that is less than a Qualifying Equity Financing or at a Company valuation which is less than the Valuation Cap.

“**Ordinary Shares**” means the ordinary shares of the Company.

“**Qualifying Equity Financing**” means a bona fide transaction or series of related transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells New Shares in consideration for an aggregate investment of at least US\$1,500,000 at a Company valuation of no less than the Valuation Cap.

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of Ordinary Shares pursuant to a registration statement filed under the Securities Act.

“**Liquidity Capitalization**” means the number, as of immediately prior to the Liquidity Event, of Share Capital (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested Options, warrants and other convertible securities, excluding: (i) Ordinary Shares reserved and available for future grant under any equity incentive or similar plan;

“**Liquidity Event**” means a Change of Control or an Initial Public Offering.

“**Liquidity Price**” means the price per share equal to 75% of the quotient of: the Valuation Cap divided by the Liquidity Capitalization.

“**Options**” includes options, restricted shares awards or purchases, RSUs, SARs, warrants or similar securities, vested or unvested.

“**New Shares**” means the shares of a series of shares issued to the investors investing new money in the Company in connection with the closing of the Equity Financing.

“**Safe**” means an instrument containing a future right to shares of the Company's Share Capital, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations.

“**Safe Shares**” means the shares of a series of New Shares issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences and restrictions as the most senior shares of New Shares, other than with respect to: (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Conversion Price; and (ii) the basis for any dividend rights, which will be based on the Conversion Price.

“**Safe Price**” means the price per share equal to the Valuation Cap divided by the Company Capitalization but in any event no more than US\$11.83193.

“**Share Capital**” means the share capital of the Company, including, without limitation, the “**Ordinary Shares**” and the “**Preferred Shares**”.

### 3. *Company Representations*

The Company warrants and represents that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles of association, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company or the Company's articles of association; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; (ii); and (ii) necessary corporate approvals for the authorization of the Company's Share Capital issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted or as currently proposed to be conducted, without any conflict with, or infringement of the rights of others.

(f) There is no investigation pending or, to the Company's knowledge, currently threatened against the Company. The Company is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or governmental authority.

#### 4. *Investor Representations.*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for his own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

#### 5. *Miscellaneous.*

(a) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the Investor.

(b) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 5 days after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Share Capital for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until shares have been issued upon the terms described herein.

(d) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any heir, child or spouse or any entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.

(e) In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) This Agreement shall exclusively be governed by and construed in accordance with the laws of the State of Israel, excluding that body of law pertaining to conflict of laws. The competent courts in Tel Aviv-Jaffa district shall have exclusive jurisdiction over any dispute or claim arising in connection with or as a result of this Agreement, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of such court.

(g) This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but shall together constitute one and the same instrument. Facsimile or electronically scanned signatures of any party hereto shall constitute and be deemed an original signature.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

**Keepers Child Safety Ltd.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**INVESTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_