

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made as of November 9th, 2021 (the “**Effective Date**”), by and among Hanan Lipskin (the “**Seller**”), Together Business Innovation (2018) Ltd. (515804680), or any other entity instead or on its behalf (“**TGT**”), Mr. Meir Sharvit (ID. 029043304), or any other entity instead or on its behalf (“**Meir**”) (TGT and Meir collectively, the “**Purchasers**”) and Keepers Child Safety Ltd. (the “**Company**”). The Seller, the Purchasers and the Company together: the “**Parties**”.

WITNESSETH:

WHEREAS, the Seller is the owner of an aggregate of 316,667 Ordinary Shares of the **Company**, nominal value NIS 0.01 per share (the “**Ordinary Shares**”);

WHEREAS, the Purchasers desire to purchase from the Seller, and the Seller desires to sell to the Purchasers, pursuant to the terms and conditions set forth in this Agreement, [247,415] Ordinary Shares, pursuant to the breakdown between the Purchasers set forth in **Exhibit A** attached hereto, and all rights, privileges and preferences attached thereto (the Shares purchased by the Purchasers are to be referred to as the “**Purchased Shares**”) for a price per Purchased Share equal to its nominal value of NIS 0.01 (the “**PPS**”); and

WHEREAS, the Purchasers and the Company have agreed that if the Seller will be subject to any tax liability resulting from the sale of the Purchased Shares, then the Company will immediately pay such tax on behalf of the Seller or indemnify the Seller for such tax, without limitation.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Shares

1.1 Sale of Shares. Subject to the terms and conditions of this Agreement, each of the Purchasers agrees to purchase and the Seller agrees to sell to the Purchasers at the Closing, the Purchased Shares at the PPS, pursuant to the breakdown between the Purchasers set forth in **Exhibit A**, such that the Seller will transfer and sell the applicable Purchased Shares to each Purchaser for the amount set forth opposite each Purchaser’s name on **Exhibit A** hereto, for the aggregate purchase price for all Purchased Shares of NIS 2,474.15 to be paid in cash at the Closing (the aggregate purchase price paid by the Purchasers to the Seller hereunder, the “**Closing Consideration**”).

1.2 Taxes. The Purchasers and the Company confirm that any Tax liability triggered as a result of the sale of the Purchased Shares and the transactions contemplated hereby (if any) shall be borne solely by the Company, whom shall be exclusively responsible, without limitation, for the Seller’s Tax liability that may arise as a result of the transactions contemplated by this Agreement. The Company agrees to pay any Tax liability incurred by the Seller on behalf of the Seller, immediately upon his request, or to reimburse the Seller for any Tax payment incurred by him, as instructed by the Seller. The Company shall have the right to assume and control the defense against any demand for such Taxes with counsel reasonably satisfactory to the Company. The Seller will fully cooperate with the Company in the defense. The Seller will not agree, without the consent of the Company to any payment of Taxes that would result in a liability to the Company.

“Tax” or “Taxes” means any and all taxes imposed by or payable to or accrued to the benefit of any governmental authority, including, without limitation, employment compensation, severance, windfall profits, withholding, income, social security (or similar), value added, corporate, capital gain, or other taxes of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

2. Closing

2.1. Closing Date The closing of the transactions contemplated hereunder shall take place on the date hereof (the “**Closing**”).

2.2. Transactions at the Closing. At the Closing, the following transactions shall occur, which transactions shall be deemed to take place 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:

2.3. The Seller shall deliver or cause to be delivered to the Purchasers:

(a) share transfer deeds duly executed by the Seller, in the form attached hereto as Schedule 2.2.1(a), with respect to the Purchased Shares by each Purchaser pursuant to the breakdown set forth in Exhibit A;

(b) a copy of the written resolution of the Company’s board of directors approving the transfer of the Purchased Shares from the Seller to the Purchasers;

(c) the original share certificate issued to the Seller representing the Purchased Shares for cancelation by the Company or in the absence of such original share certificate, a declaration of lost share certificate in the form acceptable to the Company.

3. Representations and Warranties

3.1. Seller represents that there are no agreements that require execution by any purchaser of the Shares or that is otherwise binding upon any purchaser of the Shares or that the Seller is bound by in connection with the shares.;

3.2. The Seller hereby represents and warrants to the Purchasers, as of the Effective Date and as of the Closing Date, that the Seller is the sole legal and beneficial owner of the Shares, free and clear of, without limitation, all liens, claims, encumbrances, security interests, or other defects in title of any kind, and upon delivery of the Shares to the Purchasers on the Closing Date against payment therefor as contemplated hereby, the Seller will transfer to the Purchaser good, legal, beneficial and valid title to the Shares, free and clear of any and all Encumbrances;

4. Miscellaneous

4.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. The parties hereto agree to submit to the jurisdiction of the courts of Tel-Aviv-Jaffa with respect to any and all rights, duties, liabilities,

obligations, powers, and other relations between the parties arising under this Agreement.

- 4.2. Notices. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by facsimile, email or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such party's address as set forth in **Exhibit B** hereto or at such other address as the party shall have furnished to each other party in writing.
- 4.3. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the Purchasers and the Seller.
- 4.4. Delays or Omissions. No failure, delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.
- 4.5. Successors and Assigns. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.
- 4.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 4.7. Further Assurances. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected thereby.
- 4.8. Entire Agreement This Agreement, the schedules and the documents referred to herein constitute the entire agreement among the parties with respect to the transactions contemplated hereunder.
- 4.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

4.10. Heading, Preamble, and Annexes. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The preamble and exhibits to this Agreement are an integral of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Share Purchase Agreement by their duly authorized signatories as of the date first above written.

SELLER:

Hanan Lipskin

PURCHASERS:

Together Business Innovation (2018) Ltd

Meir Sharvit

COMPANY:

Keepers Child Safety Ltd.

EXHIBIT A

ALLOCATION OF THE PURCHASED SHARES AND CLOSING CONSIDERATION

Name of Purchaser	Purchased Shares	Closing Consideration
Together Business Innovation (2018) Ltd		
Meir Sharvit		
Total	247,415	NIS 2,474.15

EXHIBIT B

Addresses

If to the Seller

Hanan Lipskin

If to Purchasers:

Together Business Innovation (2018) Ltd.

Meir Sharvit

If to Company:

Keepers Child Safety Ltd.

SCHEDULE 2.2.1(a)

SHARE TRANSFER DEED

I, Hanan Lipskin (hereinafter: the "Transferor"), do hereby transfer to **Together Business Innovation (2018) Ltd.** (hereinafter: the "Transferee"), _____ Ordinary Shares, NIS 0.01 nominal value each of **KEEPERS CHILD SAFETY LTD.** (hereinafter: the "Company") to be held by the Transferee and/or its executors, administrators and assigns, subject to the same terms and conditions under which I held the same at the time of execution hereof; and the Transferee, do hereby agree to take the said share(s) subject to the conditions aforesaid.

In witness whereof we hereby execute this Deed of Transfer, this ___day of November 2021.

Transferee

Together Business Innovation (2018) Ltd.

By: _____

Name: _____

Title: _____

Transferor

Hanan Lipskin

SHARE TRANSFER DEED

I, Hanan Lipskin (hereinafter: the "Transferor"), do hereby transfer to **Meir Sharvit** (hereinafter: the "Transferee"), _____ Ordinary Shares, NIS 0.01 nominal value each of **KEEPERS CHILD SAFETY LTD.** (hereinafter: the "Company") to be held by the Transferee and/or its executors, administrators and assigns, subject to the same terms and conditions under which I held the same at the time of execution hereof; and the Transferee, do hereby agree to take the said share(s) subject to the conditions aforesaid.

In witness whereof we hereby execute this Deed of Transfer, this ____day of November 2021.

Transferee

Meir Sharvit

Transferor

Hanan Lipskin