
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment 1)*

Rail Vision Ltd.
(Name of Issuer)

Ordinary Shares, NIS0.01 par value
(Title of Class of Securities)

M8186D106
(CUSIP Number)

Dr. Nicolas Lange
Knorr-Bremse Systeme für Schienenfahrzeuge GmbH
Moosacher Str. 80
80809 Munich
Germany
+49 89 3547-0

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 21, 2023
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons. Knorr-Bremse Systeme für Schienenfahrzeuge GmbH	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 13,748,314 ⁽¹⁾
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 13,748,314 ⁽¹⁾
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 13,748,314 ⁽¹⁾	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 48.1% ⁽²⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) Includes (i) 9,195,795 ordinary shares, par value New Israel Sheqel (“NIS”) 0.01 per share (the “**Ordinary Shares**”) of Rail Vision Ltd. (the “**Issuer**”) and (ii) unexercised warrants to purchase 4,552,519 Ordinary Shares.

(2) This percentage is calculated based upon 28,583,743 Ordinary Shares outstanding, representing 20,038,856 Ordinary Shares as set forth in the Issuer’s Prospectus Supplement filed with the Securities and Exchange Commission on May 10, 2023 plus the 3,947,368 Ordinary Shares and 3,947,368 unexercised warrants (assuming exercise) purchased by the Reporting Persons on June 21, 2023, which does not give effect to any exercise of warrants held by any of the investors in the May 2023 Offer (as defined in Item 1 below).

1.	Names of Reporting Persons. Knorr-Bremse AG	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Germany	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 13,748,314 ⁽¹⁾
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12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 48.1% ⁽²⁾	
14.	Type of Reporting Person (See Instructions) CO	

(1) Includes (i) 9,195,795 Ordinary Shares and (ii) unexercised warrants to purchase 4,552,519 Ordinary Shares.

(2) This percentage is calculated based upon 28,583,743 Ordinary Shares outstanding, representing 20,038,856 Ordinary Shares as set forth in the Issuer's Prospectus Supplement filed with the Securities and Exchange Commission on May 10, 2023 plus the 3,947,368 Ordinary Shares and 3,947,368 unexercised warrants (assuming exercise) purchased by the Reporting Persons on June 21, 2023, which does not give effect to any exercise of warrants held by any of the investors in the May 2023 Offer (as defined in Item 1 below).

Item 1. Security and Issuer

This Schedule 13D/A amends and restates in its entirety the statement on Schedule 13D filed by the Reporting Persons (as defined below) with the SEC on April 4, 2022.

This Statement on Schedule 13D relates to the ordinary shares, par value New Israel Sheqel (“**NIS**”) 0.01 per share (the “**Ordinary Shares**”) of Rail Vision Ltd., an Israeli corporation (the “**Issuer**”). The Issuer’s principal executive offices are located at 15 Hatidhar St. Ra’anana, 4366517 Israel. The Shares are listed on the NASDAQ Capital Market under the ticker symbol “RVSNW”. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

On April 4, 2022, the Issuer completed its initial public offering pursuant to which the Issuer agreed to issue and sell to the participants 3,787,241 units (“**Units**”), each consisting of one Ordinary Share and one warrant to purchase one Ordinary Share at an exercise price equal to \$4.13, which is 100% of the public offering price of the units (the “**IPO**”). The purchase price for each Unit was \$4.13. As a result of the IPO, the Issuer’s total number of outstanding Ordinary Shares increased to 15,896,040.

On May 10, 2023, the Issuer entered into definitive agreements with certain investors for (i) the purchase and sale of 3,947,368 shares and/or pre-funded warrants in a registered direct offering and (ii) in a concurrent private placement, the issuance of 3,947,368 5-year warrants, each to purchase one ordinary share at an exercise price of \$0.84 per share (the “**May 2023 Offer**”). The May 2023 Offer closed on or about May 11, 2023.

On the same date, the Company agreed to issue 3,947,368 ordinary shares and 3,947,368 5-year warrants exercisable at \$0.84 per share to Knorr-Bremse Systeme für Schienenfahrzeuge GmbH, part of Knorr-Bremse AG, subject to, among other things, the approval of such issuance by the Issuer’s shareholders (the “**KB May 2023 Offer**”) together with the May 2023 . On June 18, 2023, the Issuer’s shareholders approved the issuance and the KB May 2023 Offer closed on June 21, 2023.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed by Knorr-Bremse Systeme für Schienenfahrzeuge GmbH (“**KB GmbH**”), a company incorporated under the laws of Germany, and Knorr-Bremse AG (“**KB AG**”), a public company organized under the laws of Germany (collectively, the “**Reporting Persons**”).
- (b) The address of the principal business office of each of the Reporting Persons is Moosacher Str. 80, D-80809 Munich, Germany.
- (c) The principal business of each of the Reporting Persons is the manufacture of braking systems and the supply of safety-critical sub-systems for rail and commercial vehicles.
- (d) – (e) During the last five years, neither the Reporting Persons nor any person named in Schedule I or II have been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The name, business address, present principal occupation or employment and citizenship of the executive officers and members of the Board of Directors of the Reporting Persons is set forth on Schedule I hereto and is herein incorporated by reference.

Item 3. Source and Amount of Funds or Other Consideration

On March 30, 2022, the Registration Statement on Form F-1/A filed with the Securities and Exchange Commission by the Issuer in connection with its IPO was declared effective. The closing of the IPO took place on April 4, 2022.

Prior to the IPO, in March 2019, KB GmbH acquired 20,492 Ordinary Shares in exchange for \$5 million pursuant to an investment agreement between the Issuer and KB GmbH on March 18, 2019 (the “**2019 Agreement**”). KB GmbH acquired a further 20,492 Ordinary Shares in exchange for an additional \$5 million in September 2019 pursuant to the 2019 Agreement. In addition, as part of the 2019 Agreement, the Issuer also granted KB GmbH warrants to purchase Ordinary Shares with an exercise price of \$244, which could be exercised in the event of the exercise of certain warrants held by other shareholders. Between March 2019 and May 2019, warrants to purchase 3,007 Ordinary Shares were exercised in consideration of approximately \$0.7 million. All the remaining warrants pursuant to this investment agreement expired.

Prior to the IPO, in October 2020, KB GmbH acquired 51,282 Preferred A shares of the Issuer (convertible into 2,256,408 Ordinary Shares) in exchange for a total investment of \$10 million pursuant to an additional investment agreement with the Issuer, entered into on October 13, 2020 (the “**2020 Agreement**”). Pursuant to the 2020 Agreement, as amended, KB GmbH agreed that in the event that, under certain circumstances up until the closing of the IPO, the Issuer would have an option to demand that KB GmbH invest additional amounts in exchange for the allotment of Preferred A shares, at a price of \$195 per share in two instalments as follows: (i) to call for up to \$2 million out of the option amount no later than March 31, 2022 (the “**March Option**”); and (ii) to call for up to \$2,286,000 out of the option amount no later than June 30, 2022 (the “**June Option**”). On March 6, 2022, KB GmbH acquired 10,256 Preferred A shares (convertible into 451,264 Ordinary Shares) at a price of \$195 per share, after the Issuer called an amount of \$2,000,000 out of the March Option. The remaining June Option expired on the closing of the IPO.

Prior to the IPO, the Issuer enacted a stock split, increasing the number of Ordinary Shares by a factor of 44.00, resulting in KB GmbH’s shareholding increasing to 1,935,604 Ordinary Shares. Also, prior to the IPO, all Preferred A shares were automatically converted into the Company’s Ordinary Shares, resulting in KB GmbH’s Preferred A shares converting into 2,707,672 Ordinary Shares.

In January 2022, KB GmbH entered into a simple agreement for future equity (“**SAFE**”) with the Issuer and its other major shareholder providing for financing in the aggregate amount of \$1,000,000 (KB GmbH provided \$714,286) which was subsequently amended in March 2022. The SAFE provided for the conversion of the investment amount into Ordinary Shares at the IPO price. Therefore, upon the IPO, KB GmbH received 172,951 Ordinary Shares and warrants to purchase 172,951 Ordinary Shares from the Issuer.

On April 4, 2022, KB GmbH acquired a further 432,200 Units, consisting of 432,200 Ordinary Shares and warrants to purchase 432,200 Ordinary Shares in the IPO.

On June 21, 2023, pursuant to the shareholder approval of the KB May 2023 Offer, KB GmbH acquired a further 3,947,368 ordinary shares and 3,947,368 5-year warrants.

The consideration for each of these transactions was provided for out of the working capital of KB GmbH.

As a result of the transactions described in this Item 3, the Reporting Persons may be deemed to be the beneficial owners of approximately 48.1% of the outstanding Ordinary Shares (including unexercised warrants). None of the Reporting Persons have acquired or disposed of any additional Ordinary Shares since June 21, 2023.

Item 4. Purpose of Transaction

The information contained in Item 3 above is herein incorporated by reference.

All Ordinary Shares reported acquired by the Reporting Persons in this Schedule 13D were acquired for the purpose of investment and were not intended to and did not effect any change in the control of the Issuer.

The Reporting Persons may engage in discussions with management, the Issuer's board of directors, other shareholders of the Issuer and other relevant parties concerning the business, operations, board composition, management, strategy and future plans of the Issuer. Maximilian Eichhorn, Mark Cleobury and Keren Aslan, affiliates of KB AG, currently serve on the Issuer's board of directors. Subject to the terms of the Investor Rights Agreement (as defined below), the Reporting Persons from time to time intend to review their investment in the Issuer on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's Ordinary Shares in particular, as well as other developments and other investment opportunities. Based upon such review, the Reporting Persons will take such actions in the future as the Reporting Persons may deem appropriate in light of the circumstances existing from time to time. If the Reporting Persons believe that further investment in the Issuer is attractive, whether because of the market price of the Ordinary Shares or otherwise, they may acquire Ordinary Shares or other securities of the Issuer either in the open market or in privately negotiated transactions. Similarly, depending on market and other factors, the Reporting Persons may determine to dispose of some or all of the Ordinary Shares currently owned by the Reporting Persons or otherwise acquired by the Reporting Persons either in the open market or in privately negotiated transactions.

Except as described above, none of the Reporting Persons currently has any plan or proposal that relates to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

- (a) As of the date hereof, the Reporting Persons may be deemed, for purposes of Rule 13d-3 of the Act, directly or indirectly, including by reason of their mutual affiliation, to be the beneficial owners of the Ordinary Shares described in Item 3 above.

Based on the 28,583,743 Ordinary Shares outstanding, representing 20,038,856 Ordinary Shares as set forth in the Issuer's Prospectus Supplement filed with the Securities and Exchange Commission on May 10, 2023 plus the 3,947,368 Ordinary Shares and 3,947,368 unexercised warrants (assuming exercise) purchased by the Reporting Persons on June 21, 2023, which does not give effect to any exercise of warrants held by any of the investors in the May 2023 Offer (as defined in Item 1 below), the Ordinary Shares (including unexercised warrants) held by the Reporting Persons constitutes 48.1% of the outstanding Ordinary Shares.

KB AG may be deemed to beneficially own all of the Ordinary Shares held directly by KB GmbH.

- (b) The information set forth in rows 7 through 10 of the cover pages to this Schedule 13D is incorporated by reference.
- (c) The information contained in Items 3 and 4 to this Schedule 13D is herein incorporated by reference. Except as disclosed herein, none of (i) the Reporting Persons and (ii) to the Reporting Persons' knowledge, the persons set forth on Schedule I of this Schedule 13D, has effected any transaction in the Issuer's Common Stock during the past 60 days.
- (d) No person (other than the Reporting Persons) is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock subject to this Schedule 13D.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Maximillian Eichhorn, Mark Cleobury and Keren Aslan, affiliates of KB AG, have been members of the Board of Directors of the Issuer since October 2020, December 2022 and February 2023, respectively, and, accordingly, the Reporting Persons may have the ability to affect and influence control of the Issuer.

Lock-up Agreement

Pursuant to lock-up agreements (each, a “**Lock-Up Agreement**”) signed in connection with the the May 2023 Offer and the KB May 2023 Offer, the investors, including Knorr-Bremse, entered into lock-up agreements pursuant to which, subject to certain exceptions, they have agreed not to sell or otherwise dispose of their ordinary shares for a period of sixty (60) days after the effectiveness date of this registration statement.

Investor Rights Agreement

On October 13, 2020, the Issuer entered into an amended and restated investor rights agreement (the “**Investor Rights Agreement**”) with KB GmbH and certain other parties (collectively, the “**Rights Holders**”). Pursuant to the Investor Rights Agreement and subject to the terms and conditions therein, the parties agreed that:

Demand Registration Rights

Beginning six months from the closing of the IPO and until the end of five years from the closing of the IPO, Rights Holders who jointly hold more than 40% of the shares that can be registered under the Investor Rights Agreement (apart from Founders (as defined therein)) have the right to demand that the Issuer list their shares for trading, subject to several conditions and limitations set forth in the Investors Rights Agreement.

Short-Form Registration Rights

Following the IPO, and pursuant to the Investors Rights Agreement, the Right Holders have the right to demand the listing of their Ordinary Shares under a shelf prospectus, after the Issuer becomes entitled to register a shelf prospectus, subject to several conditions and limitations as set forth in the Investors Rights Agreement.

Piggyback Registration Rights

Pursuant to the Investor Rights Agreement, if the Issuer registers any securities either for its own account or for the account of other security holders, the holders of registrable securities are entitled to include their shares in the registration. Subject to certain exceptions contained in the Investor Rights Agreement, the Issuer and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which the Issuer and the underwriters determine in their sole discretion will not jeopardize the success of the offering.

Indemnification

The Investor Rights Agreement contains customary cross-indemnification provisions, under which the Issuer is obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to it, and the holders of registrable securities are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

The Investor Rights Agreement is more fully described in the Prospectus and was filed as Exhibit 10.4 to the Issuer’s Form F-1 Registration Statement (File No. 333-262854), and such description is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Exhibit 1 [Form of Lock-up Agreement](#)

Exhibit 2 [Joint Filing Agreement between Knorr-Bremse Systeme für Schienenfahrzeuge GmbH and Knorr-Bremse AG \(previously filed\)](#)

Exhibit 3 [Investor Rights Agreement \(incorporated by reference to Exhibit 10.4 to the Issuer's Registration Statement on Form F-1 \(File No. 333-262854\)\)](#)

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 26, 2023

KNORR-BREMSE SYSTEME FÜR
SCHIENENFAHRZEUGE GMBH

By: /s/ Nicolas Lange
Name: Dr. Nicolas Lange
Title: Chairman of the management board

By: /s/ Max Huber
Name: Max Huber
Title: Vice President - Legal Truck Europe (L/RT)

KNORR-BREMSE AG

By: /s/ Claudia Mayfeld
Name: Dr. Claudia Mayfeld
Title: Member of the Executive Board

By: /s/ Max Huber
Name: Max Huber
Title: Vice President – Legal Truck Europe

Schedule I

DIRECTORS AND EXECUTIVE OFFICERS OF KNORR-BREMSE AG

The name, function, citizenship and present principal occupation or employment of each of the directors and executive officers of KB AG are set forth below. Unless otherwise indicated below, (i) each occupation set forth opposite an individual's name refers to employment with KB AG and (ii) the business address of each director and executive officer listed below is Moosacher Str. 80, D-80809 Munich, Germany.

Name	Position with Reporting Person	Principal Occupation	Citizenship
Dr. Reinhard Ploss	Chairman of the Supervisory Board	CEO of Infineon Technologies AG, retired	Germany
Franz-Josef Birkeneder	Deputy Chair of the Supervisory Board	Global Project Support Knorr-Bremse Commercial Vehicle Systems	Germany
Kathrin Dahnke	Member of the Supervisory Board	Self-employed Management Consultant	Germany
Michael Jell	Member of the Supervisory Board	Full-time Member of the Works Council of Knorr-Bremse Systeme für Schienenfahrzeuge GmbH, Knorr-Bremse AG, Knorr-Bremse Services GmbH	Germany
Werner Ratzisberger	Member of the Supervisory Board	Full-time Member of the Works Council of Knorr-Bremse Systeme für Nutzfahrzeuge GmbH	Germany
Annemarie Sedlmair	Member of the Supervisory Board	Regional Lawyer at IG Metall, Bavarian Department	Germany
Dr. Stefan Sommer	Member of the Supervisory Board	Independent Consultant	Germany
Erich Starkl	Member of the Supervisory Board	First Authorized Representative of IG Metall, Passau office	Germany
Julia Thiele-Schürhoff	Member of the Supervisory Board	Chairwoman of the Executive Board of Knorr-Bremse Global Care e.V	Germany
Sylvia Walter	Member of the Supervisory Board	Accounting Officer – Balance Sheet Accountant	Germany
Dr. Theodor Weimer	Deputy Chair of the Supervisory Board	Chief Executive Officer of Deutsche Börse AG	Germany
Marc Llistosella	Chief Executive Officer	Chief Executive Officer	Germany
Frank Markus Weber	Chief Financial Officer, and Executive Board Spokesman	Chief Financial Officer, and Executive Board Spokesman	Germany
Dr. Claudia Mayfeld	Member of the Executive Board, worldwide responsibility for Integrity, Legal, and Human Resources	Member of the Executive Board, worldwide responsibility for Integrity, Legal, and Human Resources	Germany
Bernd Spies	Member of the Executive Board, responsible for the worldwide business of the Commercial Vehicle Systems division	Member of the Executive Board, responsible for the worldwide business of the Commercial Vehicle Systems division	Germany
Dr. Jürgen Wilder	Member of the Executive Board, responsible for the worldwide business of the Rail Vehicle Systems division Germany	Member of the Executive Board, responsible for the worldwide business of the Rail Vehicle Systems division	Germany

Schedule II

The business and operations of KB GmbH are managed by the executive officers and directors of its parent entity, KB AG, set forth on Schedule I attached hereto.

RAIL VISION LTD. - LOCK-UP AGREEMENT

May 10, 2023

Rail Vision Ltd.
15 Ha'Tidhar St
Ra'anana, 4366517 Israel

Ladies and Gentlemen:

The undersigned understands that Rail Vision Ltd., an Israeli corporation (the "Company"), entered into Securities Purchase Agreements (each, an "SPA") on May 10, 2023 with each purchaser (each, an "Investor", and collectively "Investors") identified on the signature page of the SPA, providing for the placements (each, a "Transaction") of Ordinary Shares, NIS 0.01 par value per share, of the Company ("Shares"), warrants and pre-funded warrants (together, "Warrants") to purchase Ordinary Shares, and in connection therewith, to enter into a registration rights agreement with the Investors.

To induce the Company to continue its efforts in connection with the Transaction, the undersigned hereby irrevocably enters into this Lock-Up Agreement (this "Agreement") agrees that the undersigned will not, during the period commencing on the date hereof and ending sixty (60) days after the Trigger Date (as defined in the SPA) (the "Lock-Up Period"), (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for Shares, whether now owned or hereafter acquired by the undersigned (or any Affiliate of the undersigned) or with respect to which the undersigned (or any Affiliate of the undersigned) has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities in connection with

(a) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of the undersigned (for purposes of this lockup agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin) provided that the transferee agrees to sign and deliver a lock-up agreement substantially in the form of this lock-up agreement for the balance of the Lock-Up Period;

(b) transfers of Lock-Up Securities to a charity or educational institution;

(c) if the undersigned is a corporation, partnership, limited liability company or other business entity, (i) any transfers of Lock-Up Securities to another corporation, partnership or other business entity that controls, is controlled by or is under common control with the undersigned or (ii) distributions of Lock-Up Securities to members, partners, shareholders, subsidiaries or affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned as of the date of this Agreement, provided that the transferee agrees to sign and deliver a lock-up agreement substantially in the form of this lock-up agreement for the balance of the Lock-Up Period;

(d) if the undersigned is a trust, to a trustee or beneficiary of the trust provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) (d) or (e), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Company a lock-up agreement substantially in the form of this lock-up agreement and (iii) no filing under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or other public announcement shall be required or shall be voluntarily made during the Lock-Up Period;

(e) the receipt by the undersigned from the Company of Shares upon the vesting of restricted share awards or share units or upon the exercise of options to purchase the Shares issued under an equity incentive plan of the Company or an employment arrangement (the "Plan Shares") or the transfer or withholding of Shares or any securities convertible into Shares to the Company upon a vesting event of the Company's securities or upon the exercise of options to purchase the Company's securities, in each case on a "cashless" or "net exercise" basis or to cover tax obligations of the undersigned in connection with such vesting or exercise provided that if the undersigned is required to file a report under Section 13 of the Exchange Act reporting a reduction in beneficial ownership of Shares during the Lock-Up Period, the undersigned shall include a statement in such schedule or report to the effect that the purpose of such transfer was to cover tax withholding obligations of the undersigned in connection with such vesting or exercise and, provided further that the Plan Shares shall be subject to the terms of this lock-up agreement;

(f) the establishment of a trading plan pursuant to Rule 10b5 -1 under the Exchange Act for the transfer of Lock-Up Securities provided that (i) such plan does not provide for the transfer of Lock-Up Securities during the Lock-Up Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such public announcement or filing shall include a statement to the effect that no transfer of Lock-Up Securities may be made under such plan during the Lock-Up Period;

(g) the transfer of Lock-Up Securities that occurs by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement, provided that the transferee agrees to sign and deliver a lock-up agreement substantially in the form of this lock-up agreement for the balance of the Lock-Up Period, and provided further that any filing under Section 13 of the Exchange Act that is required to be made during the Lock-Up Period as a result of such transfer shall include a statement that such transfer has occurred by operation of law; and provided further that competent legal counsel for the Company shall have first advised that such transfer is a mandatory and not voluntary transfer;

(h) the transfer of Lock-Up Securities pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Shares involving a change of control (as defined below) of the Company after the closing of the Transaction and approved by the Company's board of directors; provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this lock-up agreement. For purposes of clause (i) above, "change of control" shall mean the consummation of any bona fide third party tender offer, merger, amalgamation, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of a majority of total voting power of the voting shares of the Company. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with this lock-up agreement; and

() transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Transaction; provided that no filing under Section 13 or Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public announcement shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions.

This Agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company and the undersigned. This Agreement shall be governed by and construed in accordance with the law of the State of New York. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in the City and County of New York, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the SPA and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this Agreement does not intend to create any relationship between the undersigned and any Purchaser and that no Purchaser is entitled to cast any votes on the matters herein contemplated and that no issuance or sale of the Securities is created or intended by virtue of this Agreement.

The undersigned understands that the Company is relying upon this lock-up agreement in proceeding toward consummation of the Transaction. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representative, successors and assigns. This lock-up agreement is intended for the benefit of the addressees hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

The undersigned understands that, if the SPA is not executed by May 24, 2023 or if the SPA (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, then this lock-up agreement shall be void and of no further force or effect.

Whether or not the Transaction actually occurs depends on a number of factors, including market conditions. Any Transaction will only be made pursuant to the SPA.

[RVSN Lock-Up Agreement Signature Page Follows]

The undersigned has read and agrees to be bound by the terms of this Lock-Up Agreement dated as of May 10, 2023.

Very truly yours,

(Signature)

Name:

Address: _____

Email: _____
