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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**Form 6-K**

Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
under the Securities Exchange Act of 1934

For the month of December 2025

Commission file number: 001-41334

**RAIL VISION LTD.**

(Translation of registrant's name into English)

**15 Ha'Tidhar St.  
Ra'anana, 4366517 Israel**  
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

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## CONTENTS

### *Securities Exchange Agreement*

On November 30, 2025 (the “Effective Date”), Rail Vision Ltd. (the “Company”) entered into a securities exchange agreement (the “Exchange Agreement”) with Quantum Transportation Ltd., an Israeli company (“Quantum Transportation”), and certain of the shareholders of Quantum Transportation (the “Quantum Transportation Shareholders”), including Mr. Eli Yoresh and Mr. Ofer Naveh, the Company’s chairman of the board of directors and chief financial officer, respectively, pursuant to which the Company agreed to issue to the Quantum Transportation Shareholders an aggregate of 2,982,710 of the Company’s ordinary shares, representing 4.99% of the Company’s issued and outstanding shares capital immediately prior to such issuance, in exchange for 51% of Quantum Transportation’s issued and outstanding share capital on a fully diluted and post-closing basis, equal to 55,249 of Quantum Transportation’s ordinary shares (the “Acquisition”). The Acquisition is expected to close in late December 2025 to early January 2026 (such date, the “Closing Date”), subject to the satisfaction of customary closing conditions, and upon closing, will result in Quantum Transportation becoming a majority-owned subsidiary of the Company.

The Exchange Agreement contains customary representations, warranties and agreements by each of the Company, Quantum Transportation and the Quantum Transportation Shareholders. The representations, warranties and covenants contained in the Exchange Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement and were subject to limitations agreed upon by the contracting parties.

### *Convertible Loan Agreement*

In connection with the Exchange Agreement, on or prior to the Closing Date, the Company and Quantum Transportation will enter into a convertible loan agreement (the “Loan Agreement”) pursuant to which the Company will provide Quantum Transportation with a convertible loan in the amount of up to \$700,000 (the “Principal Amount”), which may be drawn down, in whole or in part, from time to time in accordance with the terms of the Loan Agreement.

The Principal Amount plus interest accrued thereon (the “Loan Amount”) shall be repaid in one payment on the 24-month anniversary of the date of the Loan Agreement (the “Initial Term”), unless extended upon the mutual agreement of the parties (the “Extended Term”). The Loan Amount will bear interest at the rate of 8% per annum from the date Quantum Transportation actually receives any portion thereof from the Company during the Initial Term, which will be increased to 12% per annum during the Extended Term, in each case until repayment or conversion of the Loan Amount.

During the Initial Term or Extended Term, if applicable, the Company has the right, in its sole discretion, to convert the Loan Amount into the then most senior class of shares of Quantum Transportation at a conversion price equal to the lower of (i) the exchange valuation of Quantum Transportation pursuant to the exchange mechanism set out under the Exchange Agreement or (ii) the price per share in a future equity investment in Quantum Transportation, subject to certain conditions, in an amount exceeding US \$700,000.

The proceeds for the Loan Agreement are intended to be used by Quantum Transportation in connection with its ongoing business activities in accordance with and subject to a budget agreed to between the Company and Quantum Transportation.

The Loan Agreement contains customary representations, warranties and other provisions customary for transactions of this nature, including various negative and affirmative covenants and events of default.

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On December 1, 2025, the Company issued a press release titled “Rail Vision Enters the Quantum Transportation Market with Strategic Acquisition Agreement,” a copy of which is furnished as Exhibit 99.1 hereto. Copies of the Exchange Agreement and the Loan Agreement are filed as Exhibits 10.1 and 10.2, respectively, to this Report of Foreign Private Issuer on Form 6-K (this “Report”) and are incorporated by reference herein. The foregoing summaries of such documents are subject to, and qualified in their entirety by reference to, such exhibits.

The securities described herein have not been registered under the Securities Act of 1933, as amended, and may not be sold in the United States absent registration or an applicable exemption from the registration requirements. This Report shall not constitute an offer to sell or the solicitation to buy nor shall there be any sale of the ordinary shares in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

This Report is incorporated by reference into the Company’s Registration Statements on Form F-3 (File Nos. [333-271068](#), [333-272933](#), [333-277963](#) and [333-278645](#)) and Form S-8 (File Nos. [333-265968](#), [333-281329](#) and [333-286652](#)), filed with the Securities and Exchange Commission, to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

#### *Forward Looking Statements*

This Report contains statements which constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other securities laws. These forward looking statements are based upon the Company’s present intent, beliefs or expectations, but forward looking statements are not guaranteed to occur and may not occur for various reasons, including some reasons which are beyond the Company’s control. For example, this Report states that the Acquisition is expected to close in late December 2025 to early January 2026 and that the Company will enter into the Loan Agreement on or prior to the Closing Date. In fact, the closing of the Acquisition and the entry into the Loan Agreement are subject to various conditions and contingencies as are customary in such transactions in the United States. If these conditions are not satisfied or the specified contingencies do not occur, this Acquisition may not close and the Company may not enter into the Loan Agreement. For this reason, among others, you should not place undue reliance upon the Company’s forward looking statements. Except as required by law, the Company undertakes no obligation to revise or update any forward looking statements in order to reflect any event or circumstance that may arise after the date of this Report on Form 6-K.

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**Exhibit Index**

<b>Exhibit No.</b>	<b>Description</b>
10.1 <sup>^</sup>	<a href="#">Securities Exchange Agreement, by and between Rail Vision Ltd., Quantum Transportation Ltd. and certain shareholders of Quantum Transportation Ltd., dated November 30, 2025</a>
10.2 <sup>^</sup>	<a href="#">Form of Convertible Loan Agreement, by and between Rail Vision Ltd. and Quantum Transportation Ltd.</a>
99.1	<a href="#">Press Release issued by Rail Vision Ltd. on December 1, 2025, titled: "Rail Vision Enters the Quantum Transportation Market with Strategic Acquisition Agreement"</a>

<sup>^</sup> Portions of this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Company undertakes to furnish a copy of all omitted schedules and exhibits to the Securities and Exchange Commission upon its request.

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**SIGNATURES**

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

**RAIL VISION LTD.**

Date: December 1, 2025

By: */s/ David BenDavid*  
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David BenDavid  
Chief Executive Officer

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Certain confidential information contained in this document, marked by brackets and asterisk, has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K, because it (i) is not material and (ii) would be competitively harmful if publicly disclosed

## SECURITIES EXCHANGE AGREEMENT

This SECURITIES EXCHANGE AGREEMENT (the “**Agreement**”) is entered into as of November 30, 2025 by and among:

**Rail Vision Ltd.** (Nasdaq RVSN), a Israeli company, with an office address of

15 Ha’Tidhar St., POB 2155; 4366517 Raanana, Israel (“**RVSN**”); and

**Quantum Transportation Ltd.**, Israeli C.N. 517212676, an Israeli Company, with an office address of Raoul Wallenberg St 20, Tel Aviv, Israel (“**QTrans**”); and

Each of the **Exchanging Shareholders** (as defined below).

RVSN, QTRANS and each of the Exchanging Shareholders are each a “**Party**” and collectively, the “**Parties**”.

**WHEREAS**, the Exchanging Shareholders detailed in **Annex A** (“**Exchanging Shareholders**”) own 55,249 Ordinary Shares of QTrans (“**QTrans Exchange Shares**”, respectively) on a fully diluted basis, which represent 51% of the outstanding share capital of QTrans on a fully diluted basis as of the Closing (as defined herein); and

**WHEREAS**, RVSN and QTrans have evaluated the other Party’s business and operations, and have determined that the anticipated Exchange (as defined herein) between the Parties presents a mutual benefit to each of the Parties and their respective stockholders, which the Parties anticipate to occur following, and contingent upon, the Closing (as defined herein) of the transactions contemplated hereunder; and

**WHEREAS**, each of the Parties believes that it is in its best interests, to execute an exchange (the “**Exchange**”) of a certain number of shares of ordinary shares of each respective Party, such that, and in consideration thereof, immediately upon the Closing Date, RVSN shall issue 2,982,710 Ordinary Shares par no nominal value (representing as of the Closing Date 4.99% of the issued and outstanding capital stock of RVSN before the issuance) (the “**RVSN Exchange Shares**”), to the Exchanging Shareholders, and the Exchanging Shareholders shall transfer to RVSN all of the QTrans Exchange Shares held by them (RVSN Exchange Shares together with the QTrans Exchange Shares, the “**Exchange Shares**”), such that following the Closing, RVSN shall hold 51.00% of the issued and outstanding share capital of QTrans on a fully diluted basis as of the Closing (as defined herein), all upon the terms and subject to the conditions set forth in this Agreement.

**NOW THEREFORE**, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived here from, and intending to be legally bound hereby, the Parties hereby agree as follows:

### ARTICLE I

#### SECURITIES EXCHANGE

Section 1.01 **The Exchange**. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, RVSN shall issue to the Exchanging Shareholders the RVSN Exchange Shares, and the Exchanging Shareholders shall transfer, assign, and deliver to RVSN all of the QTrans Exchange Shares. The Exchange Shares shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, encumbrances, claims, preemptive rights, rights of first refusal or similar rights that would restrict or encumber their transfer, mortgages, pledges, charges, security interests, or third party rights of any kind (“**Free and Clear**”). The number Exchange Shares to be issued and transferred by each of the Exchanging Shareholders is as set forth in **Annex A**.

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Section 1.02 Closing. The closing of the transactions contemplated by this Agreement (respectively, the “**Closing**” and the “**Transactions**”) shall take place subject to all conditions precedent and obligations of the Parties to consummate such Transactions contemplated hereby, as set forth in Section 1.03, are satisfied or waived by the respective Party, at such location to be determined by the Parties (the “**Closing Date**”). Either RVSN or the holders of the majority of QTrans Exchange Shares may terminate this Agreement in the event that the Closing Date shall not have occurred by December 31, 2025 ; *provided, however*, that the right to terminate this Agreement pursuant to this Section shall not be available to any party hereto (i) whose actions or omissions have been a principal cause of, or primarily resulted in, the failure of the Closing to occur on or before such date and such action or failure to act constitutes a breach of this Agreement or (ii) that is in material breach of this Agreement.

Section 1.03 Conditions to Closing. The respective obligations of each of the Parties to effect the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions:

(a) No Injunctions. In connection with each of RVSN, QTrans, or Exchanging Shareholder, no statute, rule, regulation, order, decree, ruling or injunction shall have been enacted, entered, promulgated, endorsed or threatened or is pending by or before any governmental authority of competent jurisdiction which in any material respect restricts, prohibits or threatens to restrict or prohibit the consummation of any of the transactions contemplated herein.

(b) Representations and Warranties. The representations and warranties made by each of the Parties herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date with the same effect as if the representations and warranties were made as of the date hereof and as of the Closing Date.

(c) Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by either Party on or prior to the Closing shall have been performed or complied with in all material respects.

(d) Corporate Approvals. the General Meetings of QTrans shall have approved the execution of this Agreement and the Closing of the Transactions.

(e) Other Consents. On or before the Closing Date the Exchanging Shareholders have obtained and delivered, as applicable, all necessary third party consents required to adopt and approve this Agreement and to consummate the Transactions or any other related transactions contemplated hereby. The applicable consents are attached under Schedule 1.03(e) hereto.

(f) QTrans’s Liabilities do not exceed USD 50,000, including the legal and accounting expenses in connection with the Transaction.

(g) QTRANS has entered into the Convertible Loan Agreement in the form attached hereto as Schedule 1.03(g) in the amount of up to USD 700,000, and RVSN has transferred to QTRANS the first loan amount of USD 100,000.

(h) No Material Adverse Effect. As of the Closing Date, there shall not have occurred any event and no circumstance shall exist which, alone or together with any one or more other events or circumstances has had, is having or would reasonably be expected to have a Material Adverse Effect (as defined below) on either QTrans or RVSN.

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Section 1.04 Taxes. Each of RVSN and the Exchanging Shareholders shall separately bear their tax consequences arising from the receipt of the Exchange Shares. The Exchanging Shareholders shall apply to the Israeli Tax Authority (ITA) in connection with the Exchange Transaction, seeking to obtain a preliminary ruling pursuant to Section 104H of the Israeli Income Tax Ordinance, confirming that the share exchange qualifies for a tax deferral under the provisions of the said section. The Parties agree to comply with all the conditions set forth in such preliminary tax ruling (if granted) and to act accordingly. At the Closing Date, the RVSN Exchange Shares shall be issued to Altshare Trusts Ltd (the “Trustee”) appointed by the Exchanging Shareholders. By signing this Agreement, each Exchanging Shareholder hereby agrees to be included in the ITA Ruling and to comply with its terms, and to sign each and any document required for that purpose. If, for any reason, the ITA does not issue a tax ruling confirming that the Exchange qualifies for tax deferral under Section 104H of the Income Tax Ordinance, the transaction shall be deemed a taxable event at the time of the transaction, with no tax deferral. In this case each Exchanging Shareholder shall provide RVSN with an exemption from withholding tax obligation or a confirmation of payment of his tax liability as a pre-condition to receive his RVSN Exchange Shares from the Trustee.

Section 1.05 Deliveries and Transactions at Closing. At the Closing, the following transactions shall occur simultaneously, and no transaction shall be deemed to have been completed or any document delivered until all such actions have been completed and all required documents delivered.

(a) RVSN shall deliver to each of the Exchanging Shareholders (or the trustee appointed in connection with the Tax Ruling) the following:

- (i) Book Entry Shares Statements. RVSN shall cause to be delivered the applicable restricted book entry statements representing the Exchange Shares in the name of the Trustee .
- (ii) RVSN Board Resolution. Written resolution of the Board of Directors of RVSN, duly executed in order to give effect to the Transactions hereunder in the form to be attached hereto as **Exhibit 1.05(a)(ii)**.
- (iii) Share Transfer Deeds. Share Transfer Deeds, signed and executed by RVSN and each Exchanging Shareholder, in the form to be attached hereto as **Exhibit 1.05(a)(iii)**.
- (iv) Officer’s Certificate. QTrans shall have received a certificate from RVSN, validly executed by its officers, in the form to be attached hereto as **Exhibit 1.05(a)(iv)**, confirming that as of the Closing the closing conditions set forth in Sections **1.05(a)** with respect to RVSN have been satisfied.

(b) The Exchanging Shareholders shall deliver to RVSN the following:

- (i) Share Certificate. A Validly executed share certificate in the name of RVSN reflecting the QTrans Exchange Shares to be attached hereto as **Exhibit 1.05 (b)(i)**.
  - (ii) Shareholders Registry. An updated shareholders registry of QTrans in the form to be attached hereto as **Exhibit 1.05(b)(ii)**.
  - (iii) QTrans Board Resolution. Written resolution of the Board of Directors of QTrans, duly executed in order to give effect to the Transactions hereunder, in the form to be attached hereto as **Exhibit 1.05(b)(iii)**.
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- (iv) QTrans Shareholder's Resolution. Written resolution of the shareholders of QTrans duly executed by them in order to give effect to the Transactions hereunder including the appointment of David Ben David and Ofer Naveh as directors of QTrans, in the form to be attached hereto as **Exhibit 1.05(b)(iv)**. It is being clarified that as of the date of such appointments, the Board of Directors of QTrans shall consist of up to three (3) directors in total, including the aforesaid two (2) appointees.
- (v) Share Transfer Deeds. Share Transfer Deeds, signed and executed by the Exchanging Shareholders and RVSN, in the form to be attached hereto as **Exhibit 1.05(a)(iii)**.
- (vi) Officer's Certificate. RVSN shall have received a certificate from QTrans, validly executed by QTrans's Director, in the form to be attached hereto as **Exhibit 1.05(b)(vi)**, confirming that as of the Closing the closing conditions set forth in Sections 1.05(b) with respect to QTrans and the Exchanging Shareholders have been satisfied.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF RVSN

RVSN represents and warrants to, and covenants, as of the date hereof, except for those representations and warranties that speak of a different date, each of the representations and warranties set forth below are true, correct and complete in all respects, and acknowledge that the Exchanging Shareholders are entering into this Agreement in reliance thereon:

Section 2.01 RVSN Exchange Shares. The RVSN Exchange Shares shall be Free and Clear, representing 4.99% of the issued and outstanding share capital of RVSN as of the Closing Date. The RVSN Exchange Shares shall carry full voting rights, dividend rights and all other rights attaching to RVSN's Ordinary Shares ("**RVSN Ordinary Shares**"), and shall rank pari passu in all respects with all other issued and outstanding RVSN Ordinary Shares. Notwithstanding RVSN Exchange Shares shall not be registered to be traded on Nasdaq.

Section 2.02 Organization, Standing and Corporate Power of RVSN. RVSN is duly incorporated, validly existing and in good standing under the laws of the State of Israel and has the requisite corporate power and authority to own, lease and operate its properties and other assets and to carry on its business as now being conducted. RVSN is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such case where the failure to be so qualified or licensed (individually or in the aggregate) would not have a Material Adverse Effect with respect to RVSN.

As used in this Agreement, the term "**Material Adverse Effect**" shall mean any change, effect event, occurrence, state of facts or development that, individually or in the aggregate with all other such changes, effects, events, occurrences, states of facts or developments, (a) has had or would reasonably be expected to have a material adverse effect on the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of RVSN or QTrans, as applicable, taken as a whole, or (b) would reasonably be expected to prevent or materially impair or delay the ability of RVSN or QTrans, as applicable, to consummate the transactions contemplated by this Agreement; provided, however, that none of the following shall be taken into account in determining whether there has been, a material adverse effect any change, effect, event, occurrence, state of facts or development arising from or relating to (A) general business or economic conditions affecting the industry in which RVSN or QTrans, as applicable, operates, (B) national or international political or social conditions, including the engagement by Israel in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon Israel, or any of its territories, possessions, diplomatic or consular offices or upon any military installation, asset, equipment or personnel of Israel, (C) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security any market index), (D) changes in GAAP, (E) changes in laws, rules, regulations, orders, or other binding directives issued by any governmental entity, (F) the taking of any action expressly required by this Agreement or taken at the written request of, or with the prior written consent of, the other party to this Agreement, or (G) announcement or shall pendency of this Agreement or the transactions contemplated hereby; provided, further, that any change, effect, event, occurrence, state of facts or development referred to in clauses (A), (B), (C), (D) or (E) immediately above shall be taken into account in determining whether a material adverse effect has occurred or would reasonably be expected to occur to the extent that such change effect, event, occurrence, state of facts or development has a disproportionate effects on RVSN or QTrans, as applicable, compared to other participants in the industry in which RVSN or QTrans, as applicable, conducts its businesses.

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Section 2.03 Capital Structure. RVSN capital structure is as described in the RVSN Reports (as defined below). Except as described in the RVSN Reports all of the issued and outstanding shares of RVSN are duly authorized, validly issued, fully paid, and non-assessable and free of all preemptive rights. Except as described in the RVSN Reports there are no outstanding or authorized options, warrants, rights, notes, agreements or commitments to which RVSN is a party or which are binding upon RVSN providing for the issuance or redemption of any of its capital stock.

Except as described in the RVSN Reports and as set forth herein, there are no outstanding bonds, debentures, notes or other indebtedness or other securities of RVSN having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters of which stockholders of RVSN are entitled to vote on. Except as disclosed in RVSN Reports (as defined below) and as set forth herein, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which RVSN is a party or by which it is bound obligating RVSN to issue, deliver or sell, or cause to be issued, delivered or sold, additional common stock of RVSN or other equity or voting securities of RVSN or obligating RVSN to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. There are no outstanding contractual obligations, commitments, understandings or arrangements of RVSN to repurchase, redeem or otherwise acquire or make any payment in respect of any common stock of RVSN or any other securities of RVSN. Except as described in the RVSN Reports there are no agreements or arrangements pursuant to which RVSN is or could be required to register RVSN Ordinary Shares or other securities under the Securities Act Of 1933, as amended (the “**Securities Act**”) or other agreements or arrangements with or among any holders of RVSN or with respect to any securities of RVSN. The issuance of the RVSN Exchange Shares will not trigger any anti-dilution rights of any existing securities of RVSN.

Section 2.04 Authority; Non-Contravention. RVSN has all requisite authority to enter into this Agreement and to consummate the Transactions contemplated by this Agreement. The execution and delivery of this Agreement by RVSN and the consummation by RVSN of the Transactions contemplated by this Agreement have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of RVSN. This Agreement has been duly executed and delivered by and constitutes a valid and binding obligation of RVSN, enforceable in accordance with its terms. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or “put” right with respect to any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of RVSN under, (i) the charter documents of RVSN, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to RVSN or their respective properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to RVSN or their respective properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or liens that individually or in the aggregate could not have a Material Adverse Effect with respect to RVSN or could not prevent, hinder or materially delay the ability of RVSN to consummate the transactions contemplated by this Agreement. Except as detailed in Schedule 2.04, and in this Agreement, no consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental entity is required by or with respect to RVSN in connection with the execution and delivery of this Agreement by RVSN or the consummation by RVSN, as the case may be, of any of the Transactions contemplated by this Agreement.

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Section 2.05 The information related to RVSN detailed in the most recent 20-F report filed by RVSN is true and accurate in all material respects as of the dates set out therein and the information provided therein, including the financial statements (“**RVSN Reports**”), shall be deemed for all intents and purposes as representations and/or warranties provided hereunder by RVSN with respect to RVSN business. RVSN confirms that RVSN Reports, as of its respective dates, accurately and correctly reflects RVSN’s financial position, including its assets, liabilities, results of operations, and cash flows, in accordance with US GAAP and applicable securities laws. The report provides a true and correct representation of RVSN’s financial standing for the periods covered in the referenced financial statements.

RVSN’s reports have been prepared in accordance with all applicable securities laws, and to the best of its knowledge, do not contain any misleading information with respect to RVSN business (as defined in applicable securities laws). Furthermore, RVSN and/or to its knowledge anyone acting on its behalf has neither received nor is aware of any notice or claim alleging that the reports, including the financial statements, are incorrect, require correction, or fail to accurately reflect RVSN’s condition.

Section 2.06 Litigation. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending against or, to the knowledge of RVSN, threatened against RVSN. RVSN is not subject to any order, writ, judgment, injunction, decree or award of any court or any governmental authority.

Section 2.07 Acquisition of QTrans Capital Stock for Investment.

Purchase Entirely for Own Account. QTrans Exchange Shares proposed to be acquired by RVSN hereunder will be acquired for investment for RVSN’s own account and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and RVSN has no present intention of selling, granting any participation in or otherwise distributing the QTrans Exchange Shares, except in compliance with applicable securities laws. RVSN further represents that it does not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person with respect to the QTrans Exchange Shares. For purposes of this Agreement, “**Person**” means any individual, partnership, corporation, association, joint stock company, trust, joint venture, unincorporated organization or governmental entity (or any department, agency or political subdivision thereof) or other entity.

(a) RVSN (i) can bear the economic risk of its investment and (ii) possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in QTrans and its securities.

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(b) RVSN understands that the QTrans Exchange Shares will be issued pursuant to an exemption from the requirement to provide RVSN with a prospectus and as a result (i) certain protections, rights and remedies provided by the Securities Law, including statutory rights of rescission and certain statutory remedies against an issuer, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to RVSN, (ii) the Securities Law, 5728-1968 (the “**Securities Law**”) may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement, (iii) RVSN may not receive information that would otherwise be required to be given under the Securities Law, and (iv) QTrans is relieved from certain obligations that would otherwise apply under the Securities Law. The certificates or direct registration system ownership statement representing the QTrans Exchange Shares transfer to RVSN shall be endorsed with the following legends, in addition to any other legend required to be placed thereon by applicable securities laws:

“THE SECURITIES REPRESENTED HEREBY ARE NOT TRADED ON THE TEL-AVIV STOCK EXCHANGE OR ANY OTHER SECURITIES EXCHANGE OR MARKET AND MAY ONLY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR HYPOTHECATED IN A TRANSACTION CONCERNING WHICH THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH TRANSACTION IS NOT IN CONTRAVENTION OF APPLICABLE SECURITIES LAWS. THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE APPLICABLE SECURITIES LAWS INCLUDING THE ISRAELI SECURITIES LAW, 5728-1968 AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH SECURITIES LAWS OR IN COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

(c) RVSN acknowledges that neither QTrans nor any of its directors, employees, officers, affiliates or agents has made any written or oral representations (i) that any person will resell or repurchase the QTrans Exchange Shares, (ii) that any person will refund all or any part of the consideration paid by RVSN for the QTrans Exchange Shares, (iii) as to the future price or value of the QTrans Exchange Shares, or (iv) there are risks associated with the purchase of the QTrans Exchange Shares and no securities commission, agency, governmental authority, regulatory body, stock exchange or similar authority has reviewed or passed on the merits of the QTrans Exchange Shares or made any recommendations or endorsement with respect to the QTrans Exchange Shares.

(d) RVSN, has been furnished with all the material information relating to QTrans, RVSN considers necessary or appropriate for deciding whether to enter into this Agreement and had an opportunity to ask questions and receive answers from the Company and its representatives. The foregoing, however, does not limit or modify the representations and warranties of the Exchanging Shareholders and QTrans in this Agreement or the right of RVSN to rely thereon.

Section 2.08 RVSN acknowledges that the QTrans Exchange Shares have not been and will not be registered under any securities act or the securities laws of any state of the United States and that the QTrans Exchange Shares may not be offered, pledged, sold, assigned or otherwise transferred, directly or indirectly, to, or for the account or benefit of, a person in the United States or a U.S. person without registration under any securities act and applicable state securities laws or compliance with the requirements of an exemption from such registration, and it acknowledges that QTrans has no present intention of filing or obligation to file a registration statement under any securities act or applicable state securities laws in respect of the issuance or resales of such securities. “**United States**” and “**U.S. person**” have the respective meanings assigned to such terms in Rule 902 of Regulation S (“**Regulation S**”) under the Securities Act.

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Section 2.09 No Conflict. The execution, delivery and performance of this Agreement and the consummation by RVSN of the Transactions contemplated hereby, will not (a) require the consent, license, permit, waiver, approval, authorization or other action of, by or with respect to, or registration, declaration or filing with, any person, that has not been, or will not have been, obtained by RVSN prior to the Closing Date; (b) violate or conflict with any provision of the organizational documents of RVSN; (c) result in the creation of any lien, charge or encumbrance upon any asset of RVSN; or (d) constitute a default (with or without notice or lapse of time or both) under, violate or conflict with, or give rise to a right of suspension, revocation, forfeiture, termination, cancellation, non-renewal, acceleration or to a loss of a benefit under any applicable law, contract, commitment, rights (including without limitation rights relating to intellectual property rights), permit or order to which RVSN, is a party or by which any of it or its properties are bound.

Section 2.10 Solvency. RVSN is not bankrupt or insolvent and has not proposed a voluntary arrangement or made or proposed any arrangement or composition with RVSN's creditors or any class of such creditors, and no petition in respect of any such arrangement or composition has been presented RVSN. The consummation of the RVSN Exchange Shares and the other Transactions contemplated by this Agreement, shall not constitute a fraudulent transfer by RVSN under applicable bankruptcy and other similar laws relating to bankruptcy and insolvency.

Section 2.11 Conformity of Descriptions. The RVSN Exchange Shares, when issued, will conform in all material respects to the descriptions of RVSN Ordinary Shares as detailed in the charter documents of RVSN.

Section 2.12 Disclosure. All disclosure provided to the Exchanging Shareholders regarding RVSN, its business and the transactions contemplated hereby, including the exhibits to this Agreement, furnished by RVSN with respect to the representations and warranties made herein are true and correct with respect to such representations and warranties and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF QTRANS

QTrans hereby represents and warrants to RVSN that, as of the date hereof and as of the Closing Date, except for those representations and warranties that speak of a different date, each of the representations and warranties set forth below are true, correct and complete in all respects, and acknowledge that RVSN is entering into this Agreement in reliance thereon. For purposes of this Section, "knowledge", including the phrase "to QTrans's knowledge" (or similar phrases), when used in this Article III shall mean the actual knowledge of QTrans's office holders together with the knowledge QTrans's office holders would reasonably be expected to have, and (ii) the actual knowledge and awareness of the Exchanging Shareholders with respect to the QTrans Exchange Shares:

Section 3.01 QTrans Exchange Shares. The QTrans Exchange Shares shall represent 51.00% of the issued and outstanding share capital of QTrans as of the Closing Date on a fully diluted basis (as of immediately prior to the Closing). Following the Closing, RVSN shall hold 51.00% of the issued and outstanding share capital of QTrans, Free and Clear, on a fully diluted basis (excluding the CLA shares).

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Section 3.02 Organization and Corporate Power of QTrans. QTrans is duly incorporated and validly existing and in good standing under the laws of Israel with respect to the filing of annual reports with the Registrar of Companies of Israel, is not in the status of “breaching company” and has all the requisite corporate power and authority to own, lease and operate its properties and other assets and to carry on its business as now being conducted and as proposed to be conducted. QTrans is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) would not have a Material Adverse Effect with respect to QTrans.

Section 3.03 Capital Structure. The authorized share capital of QTrans consists of 1,000,000 QTrans Ordinary Shares with par value of NIS 0.1 each (“**QTrans Shares**”), of which 108,333 QTrans shares are issued and outstanding as of the date hereof on a fully diluted basis. Except as disclosed in **Schedule 3.03(a)**, there are no outstanding bonds, debentures, notes or other indebtedness or other securities of QTrans having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters of which shareholders of QTrans are entitled to vote on. Except as disclosed in **Schedule 3.03(b)**, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which QTrans is a party or by which it is bound obligating QTrans to issue, deliver or sell, or cause to be issued, delivered or sold, additional QTrans Shares or other equity or voting securities of QTrans or obligating QTrans to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. There are no outstanding contractual obligations, commitments, understandings or arrangements of QTrans to repurchase, redeem or otherwise acquire or make any payment in respect of any QTrans Shares or any other securities of QTrans. There are no agreements or arrangements pursuant to which QTrans is or could be required to register QTrans Shares or other securities under the Securities Law or other agreements or arrangements with or among any holders of QTrans or with respect to any securities of QTrans. The transfer of the QTrans Exchange Shares will not trigger any anti-dilution rights of any existing securities of QTrans. The QTrans Exchange Shares will, at the time of issue, be duly allotted, validly issued, fully paid and non-assessable and will be Free and Clear, and subject to and conditioned upon the Closing, will have the rights, preferences, privileges and restrictions set forth in the current articles of association of QTrans (“**QTrans AOA**”). There are no agreements among the QTrans shareholders concerning the voting, registration, or transfer of the QTrans’s share capital other than as provided for in this Agreement.

Section 3.04 Authority; Non-Contravention. QTrans has all requisite authority and corporate power to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The individual signing this Agreement on behalf of QTrans has been duly authorized by QTrans to do so. The execution and delivery of this Agreement by QTrans and the consummation by QTrans of the Transactions contemplated by this Agreement have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of QTrans. This Agreement has been duly executed and delivered by and constitutes a valid and binding obligation of QTrans, enforceable in accordance with its terms. The execution and delivery of this Agreement does not, and the consummation of the Transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, conflict with, or result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or “put” right with respect to any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of QTRANS under, (i) the incorporation documents of QTrans, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to QTRANS or their respective properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, order, decree, statute, law, ordinance, rule, regulation or arbitration award applicable to QTrans or their respective properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses or liens that individually or in the aggregate could not have a Material Adverse Effect with respect to QTrans or could not prevent, hinder or materially delay the ability of QTrans to consummate the transactions contemplated by this Agreement. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental entity is required by or with respect to QTrans in connection with the execution and delivery of this Agreement by QTrans or the consummation by QTrans, as the case may be, of any of the transactions contemplated by this Agreement.

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Section 3.05 Financial Statements; No Undisclosed Liabilities.

(a) QTrans has no liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business, which, individually and in the aggregate, do not exceed USD 50,000; (ii) obligations under contracts and commitments incurred in the ordinary course of business including obligations resulting from the License Agreement with Quantum X Labs LTD dated September 7 2025 (“**License Agreement**”);

(b) QTrans is not a guarantor or indemnitor of any debt or obligation of another, nor has QTrans given any loan, security or otherwise agreed to become liable for any obligation of any person. No person has given any guarantee of, or security for, any obligation of QTrans. QTrans did not extend any loans or advances to any person, other than advances for expenses to its employees in the ordinary course of business.

Section 3.06 Assets and Properties. QTrans has good and marketable title to all of the tangible or personal properties and assets owned by QTrans, which are material to the business of QTrans as currently conducted, and such properties and assets are free and clear of all mortgages, deeds of trust, liens, pledges, charges, security interests, conditional sale agreement, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair QTrans’s ownership or use of such property or assets. With respect to the tangible property and assets it leases, QTrans is in compliance in all material respects with such leases and, to its knowledge, holds a valid leasehold or license interest free of any liens, pledges, charges, security interest, claims or encumbrances, other than those of the lessors of such property or assets. QTrans does not own any real property.

Section 3.07 Intellectual Property. QTrans owns, has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights for use in connection with their respective businesses Free and Clear (collectively, the “**Intellectual Property Rights**”). QTrans has not received a notice (written or otherwise) that any of its material Intellectual Property Rights has expired, terminated or been abandoned, within the past two (2) years prior to the date of this Agreement or is expected to expire or terminate or be abandoned. QTrans has not received, starting from the date of its establishment, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe (and will not infringe) upon the rights of any Person. To the knowledge of QTrans, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. QTrans has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. QTrans has no knowledge of any facts that would preclude it from having valid license rights or clear title to the Intellectual Property Rights. QTRANS has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business. For purposes of this Section, “knowledge”, including the phrase “to QTrans’s knowledge” (or similar phrases), when used in this Section 3.07 (*Intellectual Property*) shall mean the actual knowledge of QTrans together with the actual knowledge of QTrans office holders, but without conducting any patent search, freedom to operate, infringement, or any similar search.

**Schedule 3.07** sets forth a true and complete list or description of all registered patents, trademarks, domain names and copyrights and applications for the registration of patents, trademarks, domain names, licenses and copyrights or any other registered intellectual property rights owned by QTrans.

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Except royalties and other payments under the License Agreement and other than with respect to commercially available software products under standard end-user object code license agreements, QTrans does not owe and will not owe due to current obligations of QTrans any royalties or other payments to third parties in respect of any Intellectual Property Rights. QTrans does not have and didn't receive any grants from any third Party to develop Intellectual Property Rights including from the Israeli Innovation Authority.

Any and all Intellectual Property Rights of any kind which has been developed, or is currently being developed, for the benefit of QTrans by an employee, officer, service provider or consultant of QTrans, is solely owned by QTrans, free and clear of all liens, claims and restrictions. QTrans has taken reasonable security measures to protect the secrecy, confidentiality and value of all Intellectual Property Rights, which measures are customary in the industry in which QTrans operates and of similar level of operations. Except as set forth in **Schedule 3.07**, each of QTrans's officers, employees, service providers and consultants who were engaged in the development of Intellectual Property Rights has entered into written agreements with QTrans assigning all rights (including moral rights, if applicable) in the intellectual property developed in the course of their employment by or engagement with QTrans exclusively to QTrans.

To QTrans's knowledge, none of QTrans's employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's best efforts to promote the interests of QTrans, or that would conflict with QTrans's business as currently conducted and as currently proposed to be conducted by QTrans. Neither the execution nor delivery of this Agreement, nor the carrying on of QTrans's business as currently conducted by the employees of QTrans, nor the conduct of QTrans's business as currently proposed to be conducted, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. It is not, and is not reasonably expected to become, necessary to utilize any inventions of any of QTrans's employees made prior to their employment by QTrans other than those that have been validly assigned to QTrans.

All data that has been collected, stored, maintained or otherwise used by QTrans has been collected, stored, maintained and used in accordance with all applicable legal requirements and industry standards. QTrans has not received a notice of noncompliance with applicable data protection laws, rules, regulations, guidelines or industry standards. Except as set forth in **Schedule 3.07**, QTrans has made all registrations that it is required to have made in relation to the processing of data and is in good standing with respect to such registrations.

Section 3.08 **Labor Matters**. QTrans has no liabilities to employees, and did not employ any employees. QTrans engaged three (3) contractors and there is a debt to such contractors for services rendered after September 1 2025 which doesn't exceed the amount detailed in Section 1.05.

Section 3.09 **Litigation**. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending against or, to the knowledge of QTrans, threatened against QTrans. QTrans is not subject to any order, writ, judgment, injunction, decree or award of any court or any governmental authority.

Section 3.10 **Compliance**. QTrans has not been advised, nor does QTrans have reason to believe, that it is not conducting its business in compliance with all applicable laws, rules and regulations of the jurisdictions in which it is conducting its business.

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Section 3.11 Material Agreements. All material agreements to which QTrans is a party are included in **Schedule 3.11** (“**QTrans Material Agreements**”). Except for the QTrans Material Agreements, QTrans has no material contracts. Neither QTrans nor to its knowledge any other party to the QTrans Material Agreements, is in breach of or default under any of such contracts. All of the QTrans Material Agreements are in full force and effect as of date hereof and as of the Closing and constitute legal, valid, and binding obligations of QTrans and the other parties thereto. None of the QTrans Material Agreements is being renegotiated and the validity and effectiveness of all QTrans Material Agreements will not be affected by the Transactions contemplated by this Agreement. None of the QTrans Material Agreements may be terminated in accordance with its terms as a result of the Transactions contemplated by this Agreement and QTrans has not received any notice of termination of any QTrans Material Agreements.

Section 3.12 Taxes. QTrans was yet required to file under applicable law any tax returns and reports . No deficiency assessment or proposed adjustment of income or payroll taxes of QTrans is pending and QTrans has no knowledge of any material liability for any tax to be imposed.

Section 3.13 Conformity of Descriptions. The QTrans Exchange Shares, when transferred, will conform in all material respects to the descriptions of QTrans Shares as detailed in the QTrans AOA.

Section 3.14 Subsidiaries. QTrans does not own or control, directly or indirectly, any partnership interests, shares, or other equity interests in any other entity or any voting rights or right to control the policies and direction of any entity.

Section 3.15 Disclosure. All disclosure provided to RVSN regarding QTrans, its business and the transactions contemplated hereby, including the exhibits to this Agreement, furnished by the Exchanging Shareholders with respect to the representations and warranties made herein are true and correct with respect to such representations and warranties and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

#### ARTICLE IV

##### ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE EXCHANING SHAREHOLDERS

Each of the Exchanging Shareholders, severally and not jointly, hereby represents and warrants to RVSN that each of the representations and warranties set forth below, are true, correct and complete as of the date hereof and as of the Closing Date, and acknowledges that RVSN is entering into this Agreement in reliance thereon:

###### Section 4.01 Acquisition of RVSN Exchange Shares for Investment.

(a) Purchase Entirely for Own Account. RVSN Exchange Shares will be acquired for investment for Exchanging Shareholders’ own account and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and Exchanging Shareholders have no present intention of selling, granting any participation in or otherwise distributing the RVSN Exchange Shares, except in compliance with applicable securities laws. The Exchanging Shareholders further represent that they do not have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such Person with respect to the RVSN Exchange Shares.

(b) Each Exchanging Shareholder (i) can bear the economic risk of its investment and (ii) possesses such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in RVSN and its securities.

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(c) each Exchanging Shareholder understands that the sale of the RVSN Exchange Shares are not registered under the Securities Act and that the issuance hereof to the Exchanging Shareholders is intended to be exempt from registration under the Securities Act pursuant to Regulation S promulgated thereunder. Each Exchanging Shareholder is, and on each date on which it exercises any rights to purchase shares of RVSN Ordinary Shares, it will be either (i) an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9) or (a)(12) under the Securities Act or, if not an accredited investor, otherwise meets the suitability requirements of Regulation D and Section 4(a)(2) of the Securities Act; (ii) a “qualified institutional buyer” as defined in Rule 144A(a) under the Securities Act; or (iii) a “non-US person”, as such term is defined in Regulation S and as set forth in Annex B hereto. The certificates representing the RVSN Exchange Shares issued to the Exchanging Shareholders shall be endorsed with the following legends, in addition to any other legend required to be placed thereon by applicable securities law:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES [AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY] NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT, AND BASED ON AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT THE PROVISIONS OF REGULATION S HAVE BEEN SATISFIED, (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES [OR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY] MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.”

(d) each Exchanging Shareholder acknowledges that neither the U.S. Securities and Exchange Commission (“SEC”), nor the securities regulatory body of any state or other jurisdiction, has received, considered or passed upon the accuracy or adequacy of the information and representations made in this Agreement.

(e) each of the Exchanging Shareholders acknowledges that it has carefully reviewed such information as it has deemed necessary to evaluate an investment in RVSN and its securities. To the full satisfaction of each Exchanging Shareholder, it has been furnished all materials that it has requested relating to RVSN and the purchase of the RVSN Exchange Shares hereunder.

(f) each of the Exchanging Shareholders understands that the RVSN Exchange Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the RVSN Exchange Shares or any available exemption from registration under the Securities Act, the RVSN Exchange Shares may have to be held indefinitely and each of the Exchanging Shareholders further acknowledges that the RVSN Exchange Shares may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of Rule 144 are satisfied, including, without limitation, RVSN’s compliance with the reporting requirements under the Securities Act.

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(g) each of the Exchanging Shareholders has (a) conducted its own investigation with respect to RVSN, its business and the RVSN Exchange Shares; (b) has received or otherwise had access to all information regarding RVSN that it believes is necessary or appropriate in connection with the purchase of the RVSN Exchange Shares, including financial and other information which has been publicly filed by RVSN with the SEC through EDGAR; (c) has made its own assessment and has satisfied itself concerning the relevant tax, legal, currency and other considerations relevant to its investment in RVSN; and (d) has such knowledge and experience in financial and business matters in order to evaluate the merits and risks of its prospective investment in RVSN.

(h) QTrans is an Israeli company, and each Exchanging Shareholder:

(i) is not a U.S. Person and is not purchasing the RVSN Exchange Shares for the account of or benefit of a U.S. Person or a person within the United States;

(ii) was not offered the RVSN Exchange Shares in the United States;

(iii) did not execute or deliver this Agreement, in the United States;

(iv) did not cause any buy order for the RVSN Exchange Shares to originate in the United States;

(v) has no intention to distribute either directly or indirectly any of the RVSN Exchange Shares in the United States, and will not offer, sell or otherwise transfer, directly or indirectly, any of the RVSN Exchange Shares in the United States or to, or for the account or benefit of, a U.S. Person or person in the United States except pursuant to registration under the Securities Act and the securities laws of all applicable states, or pursuant to available exemptions therefrom;

(vi) did not receive the offer to purchase the RVSN Exchange Shares as a result of, nor will it engage in, any directed selling efforts (as defined in Regulation S);

(vii) is a “non-US person” as defined in Regulation S as promulgated under the Securities Act.

(i) On March 6, 2025 RVSN received an initial notification from the Nasdaq Stock Market LLC (“Nasdaq”) that RVSN is not in compliance with the minimum bid price requirement for continued listing, as set forth in Listing Rule 5550(a)(2) (the “Nasdaq Minimum Bid Price Rule”), which requires listed securities to maintain a minimum bid price of \$1.00 per share, and that RVSN had 180 calendar days, until September 2, 2025 (the “Initial Period”), to regain compliance with the minimum bid price requirement. Since RVSN did not regain compliance during the Initial Period, RVSN requested and received from The Nasdaq Capital Market an additional 180 calendar days or until March 2, 2026 (the “**Extension Period**”), to comply with the Nasdaq Minimum Bid Price Rule.

Section 4.02 Additional Legend; Consent. Additionally, the RVSN Exchange Shares will bear any legend required by the “blue sky” laws of any state to the extent such laws are applicable to the securities represented by the certificate so legended and each of the Exchanging Shareholders consents to RVSN making a notation on its records or giving instructions to any transfer agent of the RVSN Exchange Shares in order to implement the restrictions on transfer of the RVSN Exchange Shares.

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(a) Each of the EXCHANGING SHAREHOLDERS acknowledges that neither RVSN nor any of its directors, employees, officers, affiliates or agents has made any written or oral representations (i) that any person will resell or repurchase the RVSN Exchange Shares, (ii) that any person will refund all or any part of the consideration paid by EXCHANGING SHAREHOLDERS for the RVSN Exchange Shares, (iii) as to the future price or value of the RVSN Exchange Shares, or (iv) there are risks associated with the purchase of the RVSN Exchange Shares and no securities commission, agency, governmental authority, regulatory body, stock exchange or similar authority has reviewed or passed on the merits of the RVSN Exchange Shares or made any recommendations or endorsement with respect to the RVSN Exchange Shares.

(b) Each of the EXCHANGING SHAREHOLDERS acknowledges that it has carefully reviewed such information as it has deemed necessary to evaluate an investment in RVSN and its securities. To the full satisfaction of such EXCHANGING SHAREHOLDERS, it has been furnished all materials that it has requested relating to RVSN and the transfer of the RVSN Exchange Shares hereunder.

Section 4.03 No Conflict. The execution, delivery and performance of this Agreement and the consummation by each Exchanging Shareholder of the Transactions contemplated hereby, will not (a) require the consent, license, permit, waiver, approval, authorization or other action of, by or with respect to, or registration, declaration or filing with, any person, that has not been, or will not have been, obtained by such Exchanging Shareholder prior to the Closing Date; (b) violate or conflict with any provision of the organizational documents of each Exchanging Shareholder; (c) result in the creation of any lien, charge or encumbrance upon any asset of each Exchanging Shareholder; or (d) constitute a default (with or without notice or lapse of time or both) under, violate or conflict with, or give rise to a right of suspension, revocation, forfeiture, termination, cancellation, non-renewal, acceleration or to a loss of a benefit under any applicable law, contract, commitment, rights (including without limitation rights relating to Intellectual Property Rights), permit or order to which each Exchanging Shareholder, is a party or by which any of it or its properties are bound.

Section 4.04 Title. Each Exchanging Shareholder holds of record and owns the respective QTrans Exchange Shares set forth opposite its name in Annex A. Each Exchanging Shareholder holds the QTrans Exchange Shares of record, beneficially and with good and valid title free and clear of any and all liens. Other than the QTrans Exchange Shares set forth in Annex A, each Exchanging Shareholder does not own any other equity securities of QTrans. Each Exchanging Shareholder (i) is not a party to any voting trusts, shareholder agreements, proxies or other agreements or understandings in effect with respect to the acquisition, disposition, voting or transfer of any equity securities of QTrans, and (ii) is not bound by any contract restricting its right to dispose of or Exchange of the QTrans Exchange Shares, in accordance with the terms of this Agreement.

Section 4.05 Solvency. Each Exchanging Shareholder is not bankrupt or insolvent and has not proposed a voluntary arrangement or made or proposed any arrangement or composition with each Exchanging Shareholder's creditors or any class of such creditors, and no petition in respect of any such arrangement or composition has been presented to each Exchanging Shareholder. The consummation of the QTrans Exchange Shares, insofar as such is related to each Exchanging Shareholder, and the other Transactions contemplated by this Agreement, shall not constitute a fraudulent transfer by each Exchanging Shareholder under applicable bankruptcy and other similar laws relating to bankruptcy and insolvency of each Exchanging Shareholder.

Section 4.06 Litigation and Proceedings. There is no pending or threatened action involving each Exchanging Shareholder, nor is there any order by or before any governmental authority imposed (or threatened in writing to be imposed) upon each Exchanging Shareholder, that challenges, or that may have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with, the QTrans Exchange Shares, insofar as such is related to each Exchanging Shareholder.

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Section 4.07 Each Exchanging Shareholder hereby irrevocably waives all past, present and future claims, demands or rights of action that he/it has or may have against QTrans or its officers or employees or board members or shareholders (both past and present), whether under common law, contract, statute or otherwise, whether such claims are, or could be, known to the parties or in their contemplation at the date of this Agreement in any jurisdiction.

Section 4.08 Disclosure. All disclosure provided to RVSN regarding QTrans, its business and the transactions contemplated hereby, including the exhibits to this Agreement, furnished by QTrans with respect to the representations and warranties made herein are true and correct with respect to such representations and warranties and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

## ARTICLE V

### COVENANTS

Section 5.01 Securities Law Compliance. Each of the Parties understands and agree that the consummation of this Agreement, including the purchase of the RVSN Exchange Shares RVSN upon Closing as contemplated hereby, constitutes the offer and sale of securities under the Securities Act, and applicable state statutes. Each of the Parties agrees that such transactions shall be consummated in reliance on exemptions from the registration requirements of such statutes, which depend, among other items, on the circumstances under which such securities are acquired. Furthermore, in connection with the transactions contemplated by this Agreement, RVSN, QTrans and the Exchanging Shareholders shall each file, with the assistance of the other and their respective legal counsel, such notices, applications, reports or other instruments as may be deemed by them to be necessary or appropriate in an effort to document reliance on such exemptions, all to the extent and in the manner as may be deemed by the Parties to be appropriate.

#### Section 5.02 Access to Information; Confidentiality.

(a) The Parties hereto shall, and shall each cause its officers, employees, counsel, financial advisors and other representatives to, afford to any other party and its representatives reasonable access during normal business hours during the period prior to the Closing Date of the Agreement to its properties, books, contracts, commitments, personnel and records and, during such period, the Parties shall, and shall cause each of its officers, employees and representatives to, furnish promptly to any other party all information concerning its business, properties, financial condition, operations and personnel as such other Party may from time to time reasonably request. For the purposes of determining the accuracy of the representations and warranties of each Party set forth herein and compliance by each Party of its obligations hereunder, during the period prior to the Closing Date of the Exchange, each Party shall provide each other Party and its representatives with reasonable access during normal business hours to its properties, books, contracts, commitments, personnel and records as may be necessary to enable each party to confirm the accuracy of the representations and warranties of each other party set forth herein and compliance by each party of their obligations hereunder, and, during such period, cause its officers, employees and representatives to, furnish promptly to each party upon its request (i) a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws and (ii) all other information concerning its business, properties, financial condition, operations and personnel as such other party may from time to time reasonably request. Except as required by law, each Party will hold, and will cause its respective directors, officers, employees, accountants, counsel, financial advisors and other representatives to hold, any nonpublic information concerning another party in strict confidence. This undertaking for confidentiality shall survive any termination of this Agreement and any sale of the QTrans Exchange Shares and/or the RVSN Exchange Shares.

(b) No investigation pursuant to this Section shall affect any representations or warranties of the Parties herein or the conditions to the obligations of the Parties hereto.

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Section 5.03 Commercially Reasonable Best Efforts. Upon the terms and subject to the conditions set forth in this Agreement, each of the Parties agrees to use its commercially reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Exchange and the other transactions contemplated by this Agreement. The Parties hereto will use their commercially reasonable best efforts and cooperate with one another (i) in promptly determining whether any filings are required to be made or consents, approvals, waivers, permits or authorizations are required to be obtained (or, which if not obtained, would result in an event of default, termination or acceleration of any agreement or any put right under any agreement) under any applicable law or regulation or from any governmental authorities or third parties in connection with the transactions contemplated by this Agreement, and (ii) in promptly making any such filings, in furnishing information required in connection therewith and in timely seeking to obtain any such consents, approvals, permits or authorizations. The Parties hereto shall mutually cooperate in order to facilitate the achievement of the benefits reasonably anticipated from the Exchange.

Section 5.04 Valid Issuances. Each of the Parties covenants and agrees that upon issuances, all of the Exchange Shares issued pursuant to this Agreement shall be duly authorized, validly issued, fully paid and nonassessable.

Section 5.05 Further Assurances. Subject to the terms and conditions herein provided, each Party shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated herein.

## ARTICLE VI

### INDEMNIFICATION

Section 6.01 Survival of Representations and Warranties. The representations and warranties provided for in this Agreement shall survive the Closing.

#### Section 6.02 Indemnification.

(a) Each Exchanging Shareholder, severally and not jointly, shall indemnify and hold harmless RVSN and its affiliates, against and in respect of any and all claims, costs, expenses, direct damages, losses, including, without limitation, reasonable attorney fees paid for to any suit, action or proceeding of the above, but excluding any indirect or contingent damages or losses (the “**Damages**”) resulting from (i) any inaccuracy in any representation or the breach of any representation or warranty made by such Exchanging Shareholder in this Agreement under ARTICLE IV or by QTrans under ARTICLE III; (ii) the breach by any Exchanging Shareholder or QTrans (with respect to QTrans, until the Closing) of any covenant or agreement to be performed hereunder.

(b) No Indemnification by QTrans. The Exchanging Shareholders acknowledge and agree that, upon and following the Closing: (i) QTrans shall not have any liability or obligation to indemnify, save or hold harmless or otherwise pay, reimburse or make Exchanging Shareholders whole for or on account of any indemnification or other claims made by any RVSN indemnities hereunder; (ii) the Exchanging Shareholders shall have no right of contribution against QTrans with respect to any such indemnification or other claim. By signing this Agreement each Exchanging Shareholder confirms that effective as of Closing it/he/she irrevocably waives and releases QTrans and its officers and employees from any and all claims it may have against QTrans for any reason whatsoever.

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(c) RVSN shall indemnify, defend and hold harmless each Exchanging Shareholder and their respective affiliates, directors, officers, employees, agents and representatives, against and in respect of any and all Damages (including reasonable attorneys' fees and expenses) arising out of, resulting from or incurred in connection with: (i) any inaccuracy in any representation or the breach of any warranty made by RVSN in Article II of this Agreement, (ii) breach by RVSN of any covenant or agreement to be performed by it under this Agreement.

(d) Any person providing indemnification pursuant to the provisions of this Section 6.02 is hereinafter referred to as an "**Indemnifying Party**" and any person entitled to be indemnified pursuant to the provisions of this Section 6.02 is hereinafter referred to as an "**Indemnified Party**".

Section 6.03 Procedures for Third Party Claims. In the case of any claim for indemnification arising from a claim of a third party (a "**Third Party Claim**"), an Indemnified Party shall give prompt written notice to the Indemnifying Party of any claim or demand which such Indemnified Party has knowledge and as to which it may request indemnification hereunder. The Indemnifying Party shall have the right to defend and to direct the defense against any such Third Party Claim, in its name or in the name of the Indemnified Party, as the case may be, at the expense of the Indemnifying Party, and with counsel selected by the Indemnifying Party unless: (a) such Third Party Claim seeks an order, injunction or other equitable relief against the Indemnified Party, or (b) the Indemnified Party shall have reasonably concluded that (i) there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of the defense of such Third Party Claim, or (ii) the Indemnified Party has one or more defenses not available to the Indemnifying Party. Notwithstanding anything in this Agreement to the contrary, the Indemnified Party shall, at the expense of the Indemnifying Party, cooperate with the Indemnifying Party, and keep the Indemnifying Party fully informed, in the defense of such Third Party Claim. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel employed at its own expense; provided, however, that, in the case of any Third Party Claim described in clause (a) or (b) of the second preceding sentence or as to which the Indemnifying Party shall not in fact have employed counsel to assume the defense of such Third Party Claim, the reasonable fees and disbursements of such counsel shall be at the expense of the Indemnifying Party. The Indemnifying Party shall have no indemnification obligations with respect to any Third Party Claim which shall be settled by the Indemnified Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

Section 6.04 Procedures for Inter-Party Claims. In the event that an Indemnified Party determines that it has a claim for Damages against an Indemnifying Party hereunder (other than as a result of a Third Party Claim), the Indemnified Party shall give prompt written notice thereof to the Indemnifying Party, specifying the amount of such claim and any relevant facts and circumstances relating thereto. The Indemnified Party shall provide the Indemnifying Party with reasonable access to its books and records for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim for Damages. The Indemnified Party and the Indemnifying Party shall negotiate in good faith regarding the resolution of any disputed claims for Damages. In the event of disagreement on the Damages, the Indemnified Party shall be entitled to submit a claim to the authorized court in Israel against the Indemnifying Party and the cost of such proceedings (including costs of investigation and reasonable attorney fees and disbursements) shall be awarded to the prevailing party.

Section 6.05 Limitation on Indemnification. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of any Indemnifying Party to pay indemnification amounts, is expressly limited as set forth in each and all of the provisions below, except in the case of fraud or willful misconduct.

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(a) No claim for indemnification may be made after expiration of the Survival Periods as set forth below in this Section 6.5(a) below. However, if prior to the end of the applicable Survival Period an Indemnified Party submits a claim to court regarding an indemnifiable event that has previously occurred or surfaced, the Indemnified Party will be entitled to indemnification for the Damages arising from such event (subject to the limitations set forth elsewhere in this Section 6.05) even if the final resolution of this matter occurs after the end of such Survival Period.

For the purpose of this Agreement “**Survival Periods**” shall mean:

- (i) The Survival Period with regard to each Parties’ representations concerning Capitalization, the right to sell or issue the Exchange Shares, as applicable, shall be the applicable statute of limitations;
- (ii) The Survival Period with regard to the Exchanging Shareholder representations concerning Intellectual Property shall extend for a period of three (3) years as of Closing Date;
- (iii) The Survival Period with regard to the Exchanging Shareholder representations concerning taxes and ownership of the Exchanging Shareholders Shares, shall extend for the duration of the applicable statute of limitations;
- (iv) The Survival Period with regard to all other representations, shall be twelve months as of the Closing Date.

(b) Where RVSN’s Damages are based on breach of a representation regarding QTrans, all the Exchanging Shareholders shall participate in the payment of Damages, each according solely to its pro-rata share in QTrans’s shares immediately prior to the Closing.

(c) Where RVSN Damages arise from a breach by a certain Exchanging Shareholder of its representations regarding its shares in QTrans, the indemnification amount due to the Indemnified Parties, shall be due solely and exclusively from such Exchanging Shareholder and no other Exchanging Shareholder shall be held liable for it.

(d) The maximum aggregate indemnification liability of each Exchanging Shareholder (whether arising in law or equity, in contract, tort, any other theory of law or otherwise) towards any and all Indemnified Parties for any RVSN Damages giving rise to indemnification or otherwise in connection with this Agreement, shall not exceed the value of the RVSN Exchange Shares issued to such Exchanging Shareholder at the Closing.

(e) The maximum aggregate indemnification liability of RVSN (whether arising in law or equity, in contract, tort or any other theory of law) towards any and all Indemnified Parties for any Exchanging Shareholder’s Damages giving rise to indemnification, shall not exceed the value of the QTrans Exchange Shares at the Closing date.

(f) Notwithstanding anything to the contrary in this Agreement, no Party shall be liable for any claims, damages, or losses arising under this Agreement unless and until the aggregate amount of such claims exceeds USD 50,000 (the “**Basket**”). Once the Basket threshold is met, the liable party shall be responsible for the entire amount of such claims, commencing from the first dollar.

(g) Without prejudice to any of the limitation provisions of this Section 6.05, no Party shall be liable for special, punitive, exemplary, consequential, or indirect damages, or lost profits, whether based on contract, tort, strict liability, other theory of law or otherwise.

(h) The aforesaid limited liability according to all the provisions of this Section 6.05 constitutes the sole and exclusive remedy for the Indemnified Parties under and arising from this Agreement. However, none of the aforesaid limitations shall apply in case of fraud or willful misconduct by any Party hereto.

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**ARTICLE VII**

**MISCELLANEOUS**

Section 7.01 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement, shall be governed by the internal laws of the State of Israel, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of Israel. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts sitting in the State of Israel, 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.

Section 7.02 Notices. All notices or other communications required or permitted by this Agreement shall be in writing and addressed as follows:

If to RVSN :

Attn: David BenDavid, CEO  
Address: 15 Hatidhar St. Raanana, Israel  
Tel: [\*\*\*]  
Email: [\*\*\*]

If to the Exchanging Shareholders or QTrans:

QTrans  
Attn: Nissim Daniel, CFO  
Address: Raoul Wallenberg St 20, Tel Aviv, Israel  
Tel: [\*\*\*]  
Email: [\*\*\*]

Attn: L.I.A. Pure Capital Ltd.  
Attention: Kfir Zilberman  
Address: Address: Raoul Wallenberg St 20, Tel Aviv, Israel  
Tel: [\*\*\*]  
Email: [\*\*\*]

Attn: Ofer Naveh  
Address: 6 Had-Nes St. Ramat- Gan, Israel  
Tel: [\*\*\*]  
Email: [\*\*\*]

Attn: Eli Yoresh  
Address: 5 Rabin St, Kiryat Ono, Israel  
Tel: +972-54-558-8949  
Email: eli@foresightauto.com

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or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder.

Notice shall be deemed to have been duly received: (a) if given email, when transmitted and the appropriate confirmation received, as applicable, if transmitted on a Business Day and during normal business hours of the recipient, and otherwise on the next Business Day following transmission; (b) if given by certified or registered mail, return receipt requested, postage prepaid, three Business Days after being deposited in the mail; and (c) if given by courier, messenger or other means, when received or personally delivered and, in any such case, addressed as indicated herein, or to such other addresses as may be specified by any Party to the other Parties pursuant to notice given by such Party in accordance with the provisions of this Section 7.02.

Section 7.03 Attorneys Fees. In the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing Party shall be reimbursed by the losing Party for all costs, including, without limitation, reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 7.04 Third Party Beneficiaries. This Agreement is strictly between the Parties hereto and, except as specifically provided, no other Person shall be deemed to be a third party beneficiary of this Agreement.

Section 7.05 Expenses. Each Party shall bear the expenses, including legal, accounting and professional fees, incurred in connection with this Agreement and any other agreements in connection therewith, the Exchange or any of the other transactions contemplated hereby.

Section 7.06 Entire Agreement. This Agreement and the related documents referenced herein represent the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, written or oral, with respect to such subject matter.

Section 7.07 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be but a single instrument. Signatures delivered by email shall be deemed original signatures.

Section 7.08 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law or in equity, and may be enforced concurrently therewith, and no waiver by any Party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore or thereafter occurring or existing. This Agreement may be amended by a writing signed by RVSN and the holders of the majority of QTrans Exchange Shares, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance may only be extended by a writing signed by the Party or Parties for whose benefit the provision is intended.

*[Signature pages follow]*

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*[Signature page to Securities Exchange Agreement]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date first written above.

**RAIL VISION LTD.**

By /s/ DavidBenDavid

Name: David BenDavid

Title: Chief Executive Officer

**QUANTUM TRANSPORTATION LTD**

By /s/ Nissim Daniel

Name: Nissim Daniel

Title: Sole Director

**EXCHANGING SHAREHOLDERS:**

**L.I.A. PURE CAPITAL LTD.**

By /s/ Kfir Silberman

Name: Kfir Silberman

Title: Sole Director

**Eli Yoresh**

/s/ Eli Yoresh

**Ofer Naveh**

/s/ Ofer Naveh

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**Annex A – Exchanging Shareholders**

	<b>Exchanging Shareholder</b>	<b>QTrans Exchange Shares</b>	<b>RVSN Exchange Shares</b>
1.	Eli Yoresh	[***]	[***]
2.	L.I.A. Pure Capital Ltd.	[***]	[***]
3.	Ofer Naveh	[***]	[***]
	<b>Total:</b>	<b>55,249</b>	<b>2,982,710</b>

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**ANNEX B**  
**Regulation S Questionnaire**

The information contained herein is being furnished to Rail Vision Ltd. (the “Company”) in order for the Company to determine whether the undersigned’s receipt of the Company’s ordinary shares (the “Securities”) in connection with an exchange of QRail’s shares with the Company may be accepted pursuant to Rule 903 of Regulation S promulgated under the Securities Act of 1933, as amended (the “Securities Act”). The undersigned understands that (i) the Company will rely upon the following information for purposes of complying with Federal and applicable state securities laws, (ii) the Securities will not be registered under the Securities Act in reliance upon the exemption from registration provided by Rule 903 of Regulation S of the Securities Act, and (iii) this representation letter is not an offer to sell nor the solicitation of an offer to buy any Securities, or any other securities, to the undersigned. Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in that certain Securities Exchange Agreement dated November 30, 2025, by and among the undersigned and the Company (the “Agreement”).

1. At the time of (a) the offer by the Company and (b) the acceptance of the offer by such person or entity, of the Securities, such person or entity was outside the United States.
  2. Such person or entity is acquiring the Securities for such Purchaser’s own account, for investment and not for distribution or resale to others and is not purchasing the Securities for the account or benefit of any U.S. person, or with a view towards distribution to any U.S. person, in violation of the registration requirements of the Securities Act.
  3. Such person or entity will make all subsequent offers and sales of the Securities either (x) outside of the United States in compliance with Regulation S; (y) pursuant to a registration under the Securities Act; or (z) pursuant to an available exemption from registration under the Securities Act. Specifically, such person or entity will not resell the Securities to any U.S. person or within the United States prior to the expiration of a period commencing on the Closing Date and ending on the date that is one year thereafter (the “Distribution Compliance Period”), except pursuant to registration under the Securities Act or an exemption from registration under the Securities Act.
  4. Such person or entity has no present plan or intention to sell the Securities in the United States or to a U.S. person at any predetermined time, has made no predetermined arrangements to sell the Securities and is not acting as a distributor of such securities.
  5. Neither such person or entity, its affiliates nor any person acting on behalf of such person or entity, has entered into, has the intention of entering into, or will enter into any put option, short position or other similar instrument or position in the U.S. with respect to the Securities at any time after the Closing Date through the Distribution Compliance Period except in compliance with the Securities Act.
  6. Such person or entity consents to the placement of a restrictive legend on any certificate or other document evidencing the Securities, relating to the fact that the Securities are not registered under the Securities Act.
  7. Such person or entity is not acquiring the Securities in a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the Securities Act.
  8. Such person or entity has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect such person’s or entity’s interests in connection with the transactions contemplated by the Agreement.
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9. Such person or entity has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in the Securities.
10. Such person or entity understands the various risks of an investment in the Securities and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in the Securities.
11. Such person or entity has had access to the Company's publicly filed reports with the Securities and Exchange Commission and has been furnished with all other public information regarding the Company that such person or entity has requested and all such public information is sufficient for such person or entity to evaluate the risks of investing in the Securities.
12. Such person or entity has been afforded the opportunity to ask questions of and receive answers concerning the Company and the terms and conditions of the issuance of the Securities.
13. Such person or entity is not relying on any representations and warranties concerning the Company made by the Company or any officer, employee or agent of the Company, other than those contained in the Agreement.
14. Such person or entity will not sell or otherwise transfer the Securities unless either (A) the transfer of such securities is registered under the Securities Act or (B) an exemption from registration of such securities is available.
15. Such person or entity understands and acknowledges that the Securities have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning the Company that has been supplied to such person or entity and that any representation to the contrary is a criminal offense.

Date:

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(Signature of Authorized Signatory)

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(Name of Authorized Signatory)

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(Title)

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Certain confidential information contained in this document, marked by brackets and asterisk, has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K, because it (i) is not material and (ii) would be competitively harmful if publicly disclosed

### CONVERTIBLE LOAN AGREEMENT

This CONVERTIBLE LOAN AGREEMENT (the “**Agreement**”), dated as of the \_\_\_ day of \_\_\_\_\_ 2025 (the “**Effective Date**”), is made and entered into by and between **Rail Vision Ltd.**, No 515441541 (NASDAQ: RVSN), a company incorporated and registered under the laws of the State of Israel, with an office address of 15 Ha’Tidhar St., POB 2155; 4366517 Raanana, Israel (the “**RVSN**” or “**Lender**”), and Quantum Transportation Ltd., No. 517212676 a company incorporated and registered under the laws of the State of Israel, with an office address at 20 Raoul Wallenberg St , Tel Aviv, Israel (the “**Company**”). Each of RVSN and Company may also be referred to hereinafter as the “**Parties**” and each individually as a “**Party**”).

### WITNESSETH:

**WHEREAS**, On November 30, 2025 the Parties signed that certain Securities Exchange Agreement in the form attached as **Exhibit A** hereto (the “**SEA**”) so that following the closing thereof RVSN holds, directly, 51% of the outstanding share capital of the Company; and

**WHEREAS**, The Company desires to borrow an aggregate amount of up to US\$ 700,000 (the “**Principal Amount**”); and

**WHEREAS**, The Lender is willing to extend from time to time, during the Term of this Agreement (as defined below), amounts from the Principal Amount to the Company, pursuant to a detailed budget and business plan, all subject to the terms and conditions set forth herein.

**Now, THEREFORE**, the Parties hereby agree as follows:

1. **LOAN**
  - 1.1. Subject to the terms and conditions set forth herein, at or prior to the Closing (as defined below), the Lender undertakes to extend to the Company during the Term the Principal Amount. Any amount extended from the Principal Amount shall bear, during the Term, interest at the simple interest rate of 8% per annum from the date the Company actually receives any portion thereof from the Lender and until its repayment or conversion in accordance with the terms herein (the “**Interest**”; the Principal Amount together with the Interest, the “**Loan Amount**”). It is hereby agreed that any Loan Amount shall be extended to the Company in conjunction and subject to the Company business plan and budget included under **Exhibit B** hereto (the “**Budget**”).
2. **USE OF PROCEEDS**
  - 2.1. The proceeds of the Principal Amount shall be used by the Company for the ongoing business activity of the Company in accordance with and subject to the Budget.
3. **CLOSING**
  - 3.1. The Closing of the transaction contemplated hereby shall take place remotely via the exchange of documents and signatures of the Effective Date (the “**Closing**”). At the Closing, the following transactions shall occur simultaneously (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):
    - 3.1.1. a resolution of the Company’s board of directors approving this Agreement and the transactions contemplated hereunder;
    - 3.1.2. a resolution of the Company’s shareholders: (i) approving this Agreement and the transactions contemplated hereunder, to the extent required; and (ii) validly executed waivers of any rights of preemption or participation that the existing applicable shareholders of the Company have in connection with the transaction contemplated hereunder; and
    - 3.1.3. The Lender shall have transferred the first portion from the Principal Amount in accordance with the Budget to the Company, by way of a bank transfer to the Company’s bank account, the details of which shall be provided by the Company. Such payment is to be made in U.S. Dollars, or in the New Israeli Shekels equivalent thereof in accordance with the representative rate of exchange of the U.S. Dollar last published by the Bank of Israel immediately prior to the date of execution of this Agreement.

#### 4. REPAYMENT

- 4.1. The Loan Amount shall be repaid in one payment on November 30, 2027 (24 months from the Effective Date) or such later date mutually agreed upon in writing by the Lender (the “**Term**”). It is hereby agreed that in case the Term is extended (the “**Extended Term**”) and for as long as the Loan Amount remains outstanding therefrom the Interest during such extended period shall be at the simple interest rate of 12% per annum.
- 4.2. Notwithstanding anything to the contrary herein, the Loan Amount will immediately become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are expressly waived, upon the occurrence of any of the following events prior to the conversion of the Loan Amount: (i) the commencement by the Company of any voluntary liquidation, dissolution or winding up proceedings; (ii) the execution by the Company of a general assignment for the benefit of creditors; (iii) the commencement by third parties of any liquidation proceedings against the Company which have not been terminated within 60 days thereafter; or (iv) the appointment of a temporary or permanent liquidator, receiver, trustee or administrator to the Company, its business or property which appointment has not been dismissed within 60 days.

#### 5. CONVERSION OF LOAN

- 5.1. The Lender shall have the right, under its sole discretion, during the Term or the Extended Term, if applicable, to convert the Loan Amount into the than most senior class of shares of the Company while such conversion shall be made pursuant to a conversion price per share equal to the lower of: (i) the exchange valuation of the Company pursuant to the exchange mechanism set out under the SEA or (ii) the Company share price under the most recent Qualified Financing after the Effective Date. For the purpose hereof “**Qualified Financing**” shall mean any equity investment in the company from an external investor who is not an existing shareholder of the Company or related party of the Company or its shareholders, in an amount exceeding US \$700,00 through the sale of its shares to investors at a fixed pre-money valuation, excluding the conversion of any outstanding convertible notes or similar instruments.
- 5.2. The Lender shall bear its own taxes in connection with the conversion (or repayment) of the Loan Amount. The Company shall be entitled to deduct and withhold from any payment hereunder (if the Loan Amount is converted the Lender shall transfer to the Company any applicable tax amount in cash prior to conversion,) such amounts as the Company is required to deduct and withhold under applicable law, unless the Lender provide the Company with an approval or certification from the applicable governmental authority: (i) allowing the Company not to withhold taxes with respect the Lender; or (ii) setting forth an alternative withholding rate applicable to the Lender, in which case the Company shall withhold and transfer to the applicable authority such payment as specified in the certification. If the Company agrees in its sole discretion to pay the applicable tax amounts to the tax authorities and withhold such amounts from issuance of shares resulting from conversion of the Loan Amount, any amounts so withheld shall be deducted from the Loan Amount for the purpose of calculating the number of shares to be issued as a result of the conversion of such Loan Amount into shares pursuant to the terms hereof.
- 5.3. The Lender undertakes, upon the conversion of the Loan Amount in accordance with the provisions of this Agreement, to execute any and all documents requested by the Company in order to effect such conversion. Following the conversion of the Loan Amount, in accordance with the provisions of this Agreement, the Company shall issue and deliver to the Lender a certificate for the number of shares issuable to it upon such conversion.
- 5.4. It is hereby clarified that the rights to convert the Loan Amount as provided by this Agreement shall not be reflected on the Company’s capitalization table prior to actual conversion and therefore shall not affect the fully diluted basis rights of the Company’s shareholders prior to actual conversion.

#### 6. MISCELLANEOUS

- 6.1. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. 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 Company and the Lender.
- 6.2. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.
- 6.3. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred by either Party without the prior written consent of the other Party.
- 6.4. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Israel. Any dispute arising under or in connection with this Agreement shall be settled exclusively before the courts of Tel Aviv.
- 6.5. Any offer, notice, response or other communication required or authorized to be given by any Party under this Agreement to another Party shall be in writing and shall be personally delivered, sent by fax transmission (with a copy by ordinary mail in either case) or dispatched by courier addressed to the other Party at the address stated herein or such other address as shall be specified by the Parties hereto by notice in accordance with the provisions of this Section. Any notice shall operate and be deemed to have been served, if personally delivered or sent by fax on the next following business day, and if by courier, on the fifth following business day.
- 6.6. 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.
- 6.7. 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.

IN WITNESS WHEREOF, the Parties have executed this Convertible Loan Agreement as of the date first above written:

**Company:**

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**QUANTUM TRANSPORTATION LTD**

By: Nissim Daniel  
Title: Sole Director

**Lender:**

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**Rail Vison Ltd.**

By: David BenDavid  
Title: CEO

**Exhibit A**

**Exhibit B**

[\*\*\*]



## Rail Vision Enters the Quantum Transportation Market with Strategic Acquisition Agreement

Ra'anana, Israel, December 1, 2025 (GLOBE NEWSWIRE) – Rail Vision Ltd. (Nasdaq: RVSN) (“Rail Vision” or the “Company”), an early commercialization stage technology company seeking to revolutionize railway safety and the data-related market, today announced the signing of an agreement for a strategic transaction to acquire 51% ownership of Quantum Transportation Ltd. (the “Acquisition” and “Quantum Transportation”), a cutting-edge quantum computing and AI company specializing in error correction technologies. The closing of the Acquisition is expected to close in late December 2025 to early January 2026, subject to the satisfaction of customary closing conditions.

Quantum Transportation holds an exclusive sub license, for rail technologies and platforms, for an innovative pending patent application in quantum error correction owned by Ramot, the technology transfer company of the Tel Aviv University. This IP and additional know-how addresses critical challenges in noisy intermediate-scale quantum devices by enabling efficient, real-time decoding of surface code errors, significantly reducing computational overhead compared to traditional methods and supporting scalable fault-tolerant quantum computing.

Through this transaction, Rail Vision and Quantum Transportation aim to combine quantum-AI based intellectual property (IP) protection and innovation with Rail Vision’s advanced vision and railway-safety technologies.

This strategic combination is expected to create meaningful technological synergies, enhance Rail Vision’s current and future product lines, accelerate innovation, and support long-term value creation for stakeholders.

Upon the closing of the Acquisition, Rail Vision will issue ordinary shares representing approximately 4.99% of its issued and outstanding share capital, immediately prior to such issuance, to certain Quantum Transportation shareholders (the “Exchanging Shareholders”) in exchange for their full holdings in Quantum Transportation, representing 51% ownership of Quantum Transportation Ltd. and securing majority control post-closing.

Additionally, upon the closing of the Acquisition, Rail Vision will extend a convertible loan of up to \$700,000 to Quantum Transportation at an 8% annual interest rate, disbursed in tranches to support Quantum Transportation’s ongoing operations and development roadmap for the next 18 months. The loan, including principal and interest, shall be repayable in one payment within a 24-month term. Rail Vision will have the sole discretion to convert the outstanding amount into Quantum Transportation’s most senior class of shares, at a conversion price equal to the lower of (i) the valuation implied by the share exchange in the current acquisition or (ii) the price per share in a future equity investment in Quantum Transportation, subject to certain conditions.

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Quantum Transportation's sub-licensed, machine learning-based universal decoder pending patent represents a potential breakthrough in quantum error correction, addressing the inherent noise in qubits that limit scalable quantum computing. This technology, developed by leading computer science experts and protected as patented IP, is code-agnostic, noise-aware, and scalable. This enables it to adapt seamlessly across various hardware platforms and code sizes and empowers quantum hardware companies and labs, particularly small- to medium-sized entities, to research and select optimal error correction schemes without in-house teams.

By utilizing this IP for transportation applications, including railway, Rail Vision aims to unlock new capabilities in anomaly detection, predictive maintenance, and autonomous rail operations, capitalizing on the growing quantum computing market projected to drive exponential advancements in transportation.

#### **About Rail Vision Ltd.**

Rail Vision is a development stage technology company that is seeking to revolutionize railway safety and the data-related market. The company has developed cutting edge, artificial intelligence based, industry-leading technology specifically designed for railways. The company has developed its railway detection and systems to save lives, increase efficiency, and dramatically reduce expenses for the railway operators. Rail Vision believes that its technology will significantly increase railway safety around the world, while creating significant benefits and adding value to everyone who relies on the train ecosystem: from passengers using trains for transportation to companies that use railways to deliver goods and services. In addition, the company believes that its technology has the potential to advance the revolutionary concept of autonomous trains into a practical reality. For more information, please visit <https://www.railvision.io/>

#### **Forward-Looking Statements**

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act and other securities laws. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates" and similar expressions or variations of such words are intended to identify forward-looking statements. Such expectations, beliefs and projections are expressed in good faith. For example, Rail Vision is using forward-looking statements when it discusses the timing and completion of the Acquisition, the satisfaction of closing conditions related to the Acquisition, how Rail Vision and Quantum Transportation aim to combine quantum-AI based intellectual property protection and innovation with Rail Vision's advanced vision and railway-safety technologies, how the strategic combination is expected to create meaningful technological synergies, enhance Rail Vision's current and future product lines, accelerate innovation, and support long-term value creation for stakeholders and how Rail Vision aims to unlock new capabilities in anomaly detection, predictive maintenance, and autonomous rail operations, capitalizing on the growing quantum computing market projected to drive exponential advancements in transportation. However, there can be no assurance that management's expectations, beliefs and projections will be achieved, and actual results may differ materially from what is expressed in or indicated by the forward-looking statements. Forward-looking statements are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the forward-looking statements. For a more detailed description of the risks and uncertainties affecting the Company, reference is made to the Company's reports filed from time to time with the Securities and Exchange Commission ("SEC"), including, but not limited to, the risks detailed in the Company's annual report on Form 20-F filed with the SEC on March 31, 2025. Forward-looking statements speak only as of the date the statements are made. The Company assumes no obligation to update forward-looking statements to reflect actual results, subsequent events or circumstances, changes in assumptions or changes in other factors affecting forward-looking information except to the extent required by applicable securities laws. If the Company does update one or more forward-looking statements, no inference should be drawn that the Company will make additional updates with respect thereto or with respect to other forward-looking statements. References and links to websites have been provided as a convenience, and the information contained on such websites is not incorporated by reference into this press release. Rail Vision is not responsible for the contents of third-party websites.

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