
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 January 2024

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

CONTENTS

Execution of Credit Facility Agreement and Issuance of Warrant

On January 9, 2024, Rail Vision Ltd. (the “Company”) entered into a Facility Agreement (the “Facility Agreement”) for a \$6 million credit facility (the “Credit Facility”) and an additional amount up to \$3 million, subject to certain conditions (the “Additional Loans”) with a global investment firm (the “Lender”).

The Credit Facility, which has an initial term of 10 months, will accrue interest at a rate of 8% per annum, and the first payment of \$1.5 million was drawn down upon execution of the Facility Agreement and the remaining amount may be drawn down in eight equal installments as of March 7, 2024.

After the Credit Facility is exhausted, the Company may draw down the Additional Loans in an aggregate amount up to \$3 million. The Additional Loans include two initial installments of up to \$750,000, and two additional installments of up to \$750,000, the latter of which are subject to certain conditions. The Additional Loans will accrue interest at a rate of 12% per annum.

In the event that the Company enters into an alternate credit facility on more favorable terms, the Lender’s funding obligations under the Credit Facility shall decrease with respect to the amount actually received by the Company under such alternate credit facility. The Lender’s financing obligations shall terminate in the event the Company draws down \$7.5 million or more pursuant to an alternate credit facility or closes one or more equity financing transaction in an aggregate amount of at least \$5 million.

Until the Company closes one or more equity financing transactions in an aggregate amount of at least \$5 million (including the conversion of the Credit Facility), it has the right to convert an amount of up to \$1.5 million out of the outstanding loan (including accrued interest) into ordinary shares of the Company, in connection with and in the framework of a financing transaction of the Company on the date that follows the date upon which the Company notifies the Lender of such financing transaction, which conversion will occur upon the same terms. In addition, the loan, together with accrued interest, must be repaid at a rate of 30% of the gross proceeds of any equity financing transactions consummated by the Company during the term of the Credit Facility, which meet a minimum threshold aggregate amount (initially, \$5,000,000 and increasing by an additional \$500,000 for each month during the term) until the loan is repaid in full. The repayment of the Credit Facility shall be on the last day of each calendar month during which the sources for repayment specified above were actually received by the Company. The loan may be prepaid early without any penalty.

As part of the Facility Agreement, the Company issued a warrant (the “Warrant”) to the Lender to purchase 2,419,354 ordinary shares of the Company representing an aggregate exercise amount of \$7.5 million, with a per share exercise price of \$3.10, subject to certain adjustments and certain anti-dilution protection, representing a 150% premium of the closing share price of the Company’s ordinary shares on January 5, 2024. The Warrant will be exercisable upon issuance and will have a term of 5 years from the date of issuance.

The Company undertook to file a registration statement with the Securities Exchange Commission to register the resale by the Lender of the ordinary shares underlying the Credit Facility and the Warrant. 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 of Foreign Private Issuer on Form 6-K (this “Report”) shall not constitute an offer to sell or the solicitation to buy nor shall there be any sale of the ordinary shares or warrants 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.

As a condition to the Credit Facility, each of Shmuel Donnerstein, Inbal Kreiss and Keren Aslan have tendered their resignations from the Company’s board of directors (the “Board”), and the Board has appointed Amitay Weiss and Hila Kiron-Revach to the Board, to serve until the Company’s next annual general meeting of shareholders. The following are brief biographies of each of Mr. Weiss and Ms. Kiron-Revach, based upon information furnished by each director.

Amitay Weiss, Director

Mr. Amitay Weiss has served as the chairman of the board of directors of Scisparc Ltd. (Nasdaq: SPRC) since January 2022, has been a member of the board of directors of Scisparc Ltd. since August 2020, and has previously served as the Chief Executive Officer of Scisparc Ltd. from August 2020 to January 2022. Mr. Weiss currently also serves as chairman of the board of directors of AutoMax Motors Ltd. (TASE: AMX.TA) Save Foods, Inc. (Nasdaq: SVFD) and ParaZero Technologies Ltd. (Nasdaq: PRZO). Additionally, Mr. Weiss serves as a director of Jeffs’ Brands Ltd. (Nasdaq: JFBR), Clearmind Medicine Inc. (Nasdaq: CMND), Maris Tech Ltd. (Nasdaq: MTEK) and as an external director of Cofix Group Ltd. (TASE: CFCS). In 2016, Mr. Weiss founded Amitay Weiss Management Ltd. and now serves as its chief executive officer. From 2001 until 2015, Mr. Weiss served as vice president of business marketing & development and in various other positions at Bank Poalei Agudat Israel Ltd. from the First International Bank of Israel group. Mr. Weiss holds a B.A. in economics from New England College, an M.B.A. in business administration from Ono Academic College in Israel, an Israeli branch of University of Manchester and an LL.B. from the Ono Academic College.

Hila Kiron-Revach, Director

Ms. Hila Kiron-Revach has served as a member of the board of directors of Geffen Biomed Ltd. since 2014 and has been a member of the board of directors of Zmiha Investment House Ltd. since 2021. In 2021, Ms. Kiron-Revach served as a professional advisor to the chairman of the board of directors and acting secretary of Eilat Ashkelon Pipeline Company. From 2015 until 2021, Ms. Kiron-Revach served as a senior professional advisor to ministers in the Israeli government, including the minister of foreign affairs and minister of transportation. From 2012 until 2015, Ms. Kiron-Revach served as CEO of Hamil 38 – the Israeli Center for National Master Plan to Strengthen Existing Building in the Face of Earthquakes, Tama 38 Ltd. and as an attorney at Tabakman & Co. Law Firm. In 2007, Ms. Kiron-Revach founded Eliya – AB and served as its chief executive officer until 2010. Ms. Kiron-Revach hold an LL.B. from the Netanya Academic College and is a licensed attorney in Israel.

On January 9, 2024, the Company issued a press release titled “Rail Vision Secures \$6 Million Credit Facility,” a copy of which is furnished as Exhibit 99.3 hereto. Copies of the Facility Agreement and the Warrant are filed as Exhibits 99.1 and 99.2, respectively, to 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.

This Report is incorporated by reference into the Company’s Registration Statements on Form F-3 (File Nos. [333-271068](#) and [333-272933](#)) and Form S-8 (Registration No. [333-265968](#)), 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.

EXHIBIT INDEX

Exhibit No.

99.1	Facility Agreement, dated January 9, 2024, between L.I.A. Pure Capital Ltd. and Rail Vision Ltd.
99.2	Form of Warrant
99.3	Press Release issued by Rail Vision Ltd. on January 9, 2024, titled: “Rail Vision Secures \$6 Million Credit Facility”

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.

Date: January 9, 2024

Rail Vision Ltd.

By: /s/ Ofer Naveh

Name: Ofer Naveh

Title: Chief Financial Officer

FACILITY AGREEMENT

THIS FACILITY AGREEMENT is made as of January 9, 2024 (the “**Agreement Date**”) between **L.I.A. Pure Capital Ltd.**, company no. 514408715 (the “**Lender**”) and **Rail Vision Ltd.**, company no. 515441541 (the “**Borrower**” or the “**Company**”) (the Borrower together with the Lender, the “**Parties**” and individually “**Party**”).

WHEREAS, the Borrower is a publicly traded company; and

WHEREAS, the Borrower desires to receive funding in the amounts representing the First Drawdown Amount (as defined below) immediately upon the Effective Date (as defined below), the Remaining Drawdown Amounts (as defined below) in eight (8) separate installments commencing on the sixty (60) day anniversary of the Effective Date, four additional installments of USD Seven Hundred and Fifty Thousand (USD 750,000) commencing upon the Loan End Date (as defined below), until such time that the Borrower completes a Five Million Fundraise (as defined below), all in accordance with and subject to the terms and conditions of this Agreement (the “**Purpose**”); and

WHEREAS, the Parties wish to set forth in this Agreement the terms and conditions of the Loan (as defined below) and to determine their mutual rights and obligations.

Now, **THEREFORE**, the parties hereto hereby agree as follows:

1. Preamble and Definitions

1.1. The Preamble to this Agreement and all Schedules hereto shall constitute an integral part of this Agreement.

1.2. In this Agreement, including the Schedules hereto, the following terms shall have the meanings set out opposite them below:

“Actual Loan Amount”	– Means the amount of the Funding actually extended by the Lender to the Borrower.
“Agreement”	– Means this Agreement and all its Exhibits and Schedules.
“Availability Period”	– Means the period commencing on the Effective Date and ending ten (10) months after as may be extended pursuant to Clause 4.3.
“Business Day”	– Means a day (other than a Friday, Saturday and an official holiday) on which banks are generally open for business in Israel.
“Drawdown”	– Means a drawdown of a Loan in accordance with Clause 4(A) below; or of the Additional Loan in accordance with Clause 4(B) below; or of the Cost- Reduction Loan in accordance with Clause 4(C) below.
“Effective Date”	– Means the date the First Drawdown is drawn.
“Five Million Fundraise”	– Means the completion by the Company of equity investment(s) in the Company (in one or more rounds, including by means of warrant(s)/option(s) cash exercise, to be consummated following the Effective Date) totaling an aggregate amount of Five Million US Dollars (USD 5,000,000).

- “Funding”** – Means the Loan, Additional Loan, and Cost- Reduction Loan.
- “Grace Period”** – Means a period until the Company completes a Five Million Fundraise; provided, however, that this period shall not exceed thirty-six (36) months following the Effective Date.
- “Interest”** – Means the applicable annual interest rate underlying the Funding: (i) on the Loan - 8% per annum; (ii) on the Additional Loan and on the Cost-Reduction Loan – 12% per annum.
- “Loan”** – Means a principal amount that shall not exceed Six Million US Dollars (USD 6,000,000), of which the First Draw shall be drawn down on the Effective Date, followed by eight (8) Drawdowns as described in Clause 4(A) below.
- “Additional Loan”** – Means a principal amount that shall not exceed One Million and Five Hundred Thousand US Dollars (USD 1,500,000), which may be utilized by the Borrower in Drawdowns subject to the terms and as described in 3Clause 4(B) below.
- “Cost-Reduction Loan”** – Means a principal amount that shall not exceed One Million and Five Hundred Thousand US Dollars (USD 1,500,000), which may be utilized by the Borrower in Drawdowns subject to the terms and as described in Clause 4(C) below.
- “One Million Fundraise”** – Means the completion by the Company of equity investment(s) in the Company (in one or more rounds to be consummated following the Effective Date) in excess of One Million US Dollars (USD 1,000,000).
- “Ongoing Expenses”** - Means the monthly expenses of the Borrower incurred in its ordinary course of its business but excluding one-time expenses and/or equipment purchases which are classified for accounting as “Inventory”.

1.3. Interpretation

In this Agreement, unless the contrary intention appears, a reference to:

- 1.3.1. a Section, Clause, a Sub-clause or a Schedule is a reference to a section, clause or sub-clause of, or a schedule to, this Agreement;
- 1.3.2. a Party or any other person/entity includes its successors in title, permitted assignees and permitted transferees;
- 1.3.3. the headings in this Agreement do not affect its interpretation; and
- 1.3.4. any dispute of interpretation in relation to any clause set forth in the Agreement shall be interpreted in accordance with and in the context of the Purpose.

2. **Representations and Warranties of the Borrower**

The Borrower hereby represents, covenants and warrants to the Lender as follows:

- 2.1. The Borrower is a company duly organized, validly existing under the laws of the State of Israel.
- 2.2. The Borrower has the corporate power to enter into, perform and deliver, and has taken all necessary actions to authorize the entry into, performance and delivery of, the Agreement and all its Exhibits and Schedules, and to carry on its business as now being conducted.
- 2.3. The entry into this Agreement by the Borrower does not conflict with: (i) any Applicable Law; (b) the Articles of Association of the Company or any of its other constitutional documents; or (iii) subject to Clause 14.3 any agreement which it is a party or under which it is bound.
- 2.4. No consent, approval, order or authorization of any third party, or registration, qualification, designation, declaration or filing with governmental authority is required on the part of the Borrower in connection with the consummation of the transactions contemplated by this Agreement.
- 2.5. The authorized share capital of Borrower consists of (i) 12,500,000 ordinary shares, par value NIS 0.08, of which 2,998,278 shares are issued and outstanding as of the Signing Date. Except as disclosed in the Company Reports or as detailed in the disclosure schedule attached as **Schedule 2** hereto ("**Disclosure Schedule**"): (i) there are no outstanding bonds, debentures, notes or other indebtedness or other securities of Borrower having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Borrower; (ii) there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which Borrower is a party or by which it is bound obligating Borrower to issue, deliver or sell, or cause to be issued, delivered or sold, additional ordinary shares of Borrower or other equity or voting securities of Borrower or obligating Borrower to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking; (iii) there are no outstanding contractual obligations, commitments, understandings or arrangements of Borrower to repurchase, redeem or otherwise acquire or make any payment in respect of any ordinary shares of Borrower or any other securities of Borrower; (iv) there are no agreements or arrangements pursuant to which Borrower is or could be required to register Borrower's ordinary shares or other securities under the Securities Act (as defined below) or other agreements or arrangements with or among any holders of Borrower or with respect to any securities of Borrower; and (v) the issuance of the Shares (as defined below) will not trigger any anti-dilution rights of any existing securities of Borrower. Except as disclosed in the Company Reports, as of the Effective Date, there will be no rights, subscriptions, warrants, options, conversion rights, or agreements of any kind outstanding to purchase from Borrower, or otherwise require Borrower to issue, any shares of share capital of Borrower or securities or obligations of any kind convertible into or exchangeable for any ordinary shares of Borrower.

- 2.6. Since January 1, 2021, Borrower has filed all forms, reports and documents with the Securities and Exchange Commission (the “SEC”) that have been required to be filed by it under applicable laws prior to the date hereof (all such forms, reports and documents, together with all documents filed or furnished on a voluntary basis and all exhibits and schedules thereto, the “**Company Reports**”). As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing), (i) each Company Report complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and/or the Sarbanes-Oxley Act, as the case may be, each as in effect on the date such Company Report was filed, and (ii) each Company Report did 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 the light of the circumstances under which they were made, not misleading. To the knowledge of the Borrower, none of the Company Reports is the subject of ongoing SEC review or investigation. The financial statements included in the Company Reports comply in all material respects with the applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. The financial statements included in the Company Reports have been prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis (“GAAP”), and fairly represent the financial position of Borrower and as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments and the omission of certain footnotes. Except as set forth in the Company Reports, Borrower has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required by GAAP to be set forth on a balance sheet of Borrower or in the notes thereto.
- 2.7. Since January 1, 2021, and except as disclosed in its Company Reports or Disclosure Schedule, (i) Borrower has not incurred any liabilities or obligations, indirect, or contingent, or entered into any oral or written agreement or other transaction which exceeds US\$100,000; (ii) Borrower has not paid or declared any dividends or other distributions with respect to its share capital, or redeemed or purchased or otherwise acquired any of its ordinary shares and Borrower is not in default in the payment of principal or interest on any outstanding debt obligations, except as set forth herein; (iii) Borrower has not initiated any compensation arrangement or agreement with any executive officer; (iv) there has not been any change in the ordinary shares of Borrower; and (v) there has not been any other event which has caused, or is likely to cause, a material adverse effect on Borrower.
- 2.8. Other than as disclosed in its Company Reports or Disclosure Schedule, 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 Borrower, threatened against Borrower. Borrower is not subject to any order, writ, judgment, injunction, decree or award of any court or any governmental authority.
- 2.9. Borrower has not been advised, nor does Borrower 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.
- 2.10. Borrower has filed all necessary federal, state and foreign income and franchise tax returns, and the equivalent thereof with the respective organs in the State of Israel, and has paid or accrued all taxes shown as due thereon, and Borrower has no knowledge of a tax deficiency which has been or might be asserted or threatened against it.

- 2.11. The Shares (as defined below), when issued (if applicable), will conform in all material respects to the descriptions of Borrower's ordinary shares contained in the Company Reports and other filings with the SEC.
- 2.12. Borrower has disclosure controls and procedures (as defined in Rule 13a-15 under the Securities Exchange Act of 1934, as amended) that are designed to ensure that material information relating to Borrower is made known to Borrower's principal executive officer and Borrower's principal financial officer or persons performing similar functions.
- 2.13. All disclosure provided to Lender regarding Borrower, its business and the transactions contemplated hereby, including the exhibits to this Agreement, furnished by Borrower 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.
- 2.14. This Agreement has been duly executed and delivered by and constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

3. Representations and Warranties of the Lender

The Lender hereby represents, covenants and warrants to the Borrower as follows:

- 3.1. The Lender, and any additional persons and/or entities that may provide funds under this Agreement solely by and through the Lender (the "**Additional Persons**"), is an "Accredited Investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and to support its classification as an Accredited Investor, Lender shall sign and deliver to Borrower the declaration in the form attached hereto as **Schedule 3**.

4. Loan Drawdowns

(A) The Borrower shall (i) draw down the First Drawdown Amount on the execution date of this Agreement, and (ii) thereafter shall be entitled, at its discretion, to utilize the remainder of the Loan or any portion thereof during the Availability Period in up to eight (8) Drawdowns, as follows:

- 4.1. The first Drawdown in the amount of USD One Million and Five Hundred Thousand US Dollars (USD 1,500,000) (the "**First Drawdown Amount**") shall be drawn by the Borrower upon the execution hereof (the "**First Drawdown**"). The First Drawdown Amount will be deposited directly by the Lender into the Company's bank account detailed in **Schedule 4.1** hereto and the Lender shall deliver to the Borrower a wire confirmation thereof upon the Effective Date. Without derogating from Lender's responsibilities under this Agreement, including for avoidance of doubt its obligation to provide the First Drawdown Amount it is agreed that a sum of USD Four Hundred Eighty Thousand (USD 480,000) from the First Drawdown Amount shall be provided by M.R.M. Merhavit Holding and Management Ltd on behalf of the Lender.
- 4.2. Each of the additional eight (8) Drawdowns in the amount of up to USD Five Hundred and Sixty-Two Thousand, Five Hundred (USD 562,500) each (the "**Remaining Drawdown Amount(s)**") may be drawn down on the seventh (7th) day of each calendar month commencing on March 7, 2024 during the Availability Period (the "**Remaining Drawdown Payment Date(s)**"). It is hereby agreed that failure to meet the Remaining Drawdown Amounts, if Borrower elects to draw, upon the Remaining Drawdown Payment Date(s) shall be considered as a material breach of this Agreement.

4.3. Notwithstanding, if during the Availability Period, the Borrower completes a One Million Fundraise, the Lender shall defer payment of the applicable Remaining Drawdown Amount, in an amount equal to the amount raised by the Company in the One Million Fundraise (the “**Deferred Drawdown**”) such that the Lender shall not deliver payment of the Deferred Drawdown on the original Remaining Drawdown Payment Date, and such amount shall instead be delivered thirty (30) days following payment of the final Drawdown under the Remaining Drawdown Amounts (in other words, and for the avoidance of any doubt, the Deferred Drawdown shall be the final Remaining Drawdown Amount delivered by the Lender to the Borrower; if the One Million Fundraise was USD One Million One Hundred and Twenty Five Thousand (USD 1.125 Million) then such number will represent the Deferred Drawdown and will be delivered to the Borrower as the “last in line”). In such case, within three (3) Business Days from the closing date of the One Million Fundraise (for the avoidance of doubt, such closing date will be the closing date of the financing transaction that results in the Borrower meeting the One Million Fundraise), the Borrower shall return the checks underlying the Deferred Drawdown and the Lender shall deliver to the Borrower new check(s) dated to the new drawdown dates.

(B) After the Borrower has drawn down the entire Loan (the “**Loan End Date**”), the Borrower shall be entitled to draw down the Additional Loan in two separate installments on each of the thirty (30) day and sixty (60) day anniversary of the Loan End Date (such that the Borrower may draw down up to USD Seven Hundred and Fifty Thousand Dollars (USD 750,000) on the thirty (30) day anniversary of the Loan End Date and up to USD Seven Hundred and Fifty Thousand Dollars (USD 750,000) on the sixty (60) day anniversary of the Loan End Date), and if not drawn down within the foregoing schedule then the availability of the Additional Loan will expire, by way of notifying the Lender in writing of its wish to exercise such right and call the Lender to wire such amount to Borrower’s bank account the details of which shall be provided by Borrower (and verified by phone by Lender) within seven (7) days as of such notice. Failure to extend the amounts of the Additional Loan, if Borrower elects to draw, pursuant to this Clause shall be considered as a material breach of this Agreement.

(C) If following the Loan End Date, the Borrower implements a cost reduction plan whereby the Borrower’s Ongoing Expenses will not exceed USD Five Hundred and Fifty Thousand (USD 550,000), as shall be confirmed by a certificate in the form attached as **Schedule 4.3(c)** hereto executed by the Borrower’s Chief Executive Officer and Chief Financial officer, Borrower shall be entitled to draw down the Cost-Reduction Loan in two separate monthly installments on each of the thirty (30) day and sixty (60) day anniversaries of the Loan End Date (such that the Borrower may draw down up to USD Seven Hundred and Fifty Thousand Dollars (USD 750,000) on the thirty (30) day anniversary of the Loan End Date and up to USD Seven Hundred and Fifty Thousand Dollars (USD 750,000) on the sixty (60) day anniversary of the Loan End Date), and if not drawn down within the foregoing schedule then the availability of the Cost-Reduction Loan will expire, by way of notifying the Lender in writing of its wish to exercise such right and call the Lender to wire such amount to Borrower’s bank account the details of which shall be provided by Borrower (and verified by delivery of wire confirmation by Lender) within 7 days as of such notice. Failure to extend the amounts of the Cost Reduction Loan, if Borrower elects to draw, pursuant to this Clause shall be considered as a material breach of this Agreement.

5. Drawdowns of the Loan

- 5.1. Lender shall, upon the Agreement Date, deposit with the Borrower eight (8) checks dated as of the Remaining Drawdown Payment Dates, as per Clause 4(A)4.2 above, each in the amount of the Remaining Drawdown Amounts, which the Borrower shall have the right to deposit in its bank account and the Lender warrants and undertakes the checks will be honored by the bank and allow for cash payment by Lender (and receipt by Borrower) of such portions of the Loan on their applicable due dates. In the event that the Lender defaults payment of the Loan, and does not remedy such default within three (3) business days of such default, including on paying any Remaining Drawdown Amount on such date according to the Remaining Drawdown Payment Dates, then without derogating from any other remedy available to the Borrower pursuant to this Agreement and applicable law an amount of USD One Million and Five Hundred Thousand US Dollars (USD 1,500,000) shall be deducted from the outstanding Actual Loan Amount as agreed upon penalty.
- 5.2. Notwithstanding anything herein to the contrary, in the event that the Borrower receives and accepts an offer for a new credit facility with commercial terms more favorable than the terms provided herein (the “**Alternate Credit Facility**”), as shall be determined by the Borrower’s board of directors at its sole discretion at the time such Alternate Credit Facility is proposed (the “**Board**”), Lender’s Funding obligations to extend the aggregated amounts under the Agreement will decrease only with respect to the amount actually received by the Company under the Alternate Credit Facility and the Lender shall have the right to request repayment of the Actual Loan Amount (using such funds actually received under the Alternate Credit Facility). It is hereby clarified that accepting an Alternate Credit Facility by the Company shall not release Lender’s obligation to extend the remaining Funds going forward and shall only decrease the aggregate Funding obligation taken as a whole (i.e., if the Company receives USD Two Million (USD 2,000,000) pursuant to the Alternate Credit Facility during the Availability Period than the Lender’s funding obligation under the Loan, in aggregate, shall be reduced to USD Four Million (USD 4,000,000)). It is further agreed that in any event the Lender shall remain liable to provide any amounts which were not actually received due to the Alternate Credit Facility as result of failure of the alternate creditor. Subject to the signing of the Alternate Credit Facility, the Borrower shall have the right to convert pursuant to Clause 11.
- 5.3. Notwithstanding anything herein to the contrary, if the Borrower shall complete a Five Million Fundraise, or, the Company draws down US\$7,500,000 or more under the Alternate Credit Facility, then in each case: (a) (1) no further Drawdown can be made thereafter, and the Lender shall be discharged of all obligations under this Agreement (other than the obligations that survive the termination of this Agreement under Clause 17.8), including termination of the requirement to make available any funds contemplated under the Funding, from that moment on, and (2) any checks not deposited (as contemplated in Clause 5.1) shall be returned by Borrower to Lender as soon as possible; and (b) Lender’s obligation under Clause 5.2 shall terminate.

6. Interest

- 6.1. Subject to Clause 11 below, interest accrued on the Actual Loan Amount up to and as of the Five Million Raise shall be paid by the Borrower to the Lender immediately following the completion of the Five Million Fundraise, as detailed and adjusted in Clause 7 below. For clarity, during the Grace Period, the Borrower shall not be obligated to repay either the principal amount of the Loan or the Interest.
- 6.2. Interest shall be calculated on a daily basis in accordance with the number of days which have actually elapsed until payment thereof, divided by 365. Any sum under the Funding shall bear Interest from the date it had been utilized to the Borrower.

7. Repayment

Following the Effective Date and without derogating from Borrower's right to convert as detailed in Clause 11 below, the Borrower shall repay the Actual Loan Amount and any Interest accrued thereon outstanding on the date thereof by way of repayment to the Lender of 30% of the aggregate amount of any equity financing transaction(s) completed (in one or more transactions) consummated after the Effective Date resulting in the receipt of USD Five Million (USD 5,000,000) provided however that solely for the purpose of repayment such amount will increase in each month as of March 31, 2024 and through the Availability Period by additional USD Five Hundred Thousand (USD 500,000, i.e. upon April 30, 2024 the repayment trigger shall be aggregate equity financing of USD Five Million Five Hundred Thousand (USD 5,500,000)). The Actual Loan Amount and any Interest accrued thereon shall be continually repaid to the Lender upon the closing of each such financing transaction at a rate of 30% of the aggregate gross proceeds of each such transaction until the Loan is repaid in full. The repayment of the Actual Loan Amount shall be on the last day of each calendar month during which the sources for repayment specified above were actually received by the Company.

8. Taxes

- 8.1. Any tax consequences arising from the grant or repayment of the Funding, shall be borne solely by the Lender. Borrower is allowed to withhold tax at source from any repayment it shall pay to the Lender pursuant to applicable law, unless Borrower has provided it with a valid tax exemption issued by the Israeli Tax Authority providing otherwise.
- 8.2. The Borrower shall pay VAT, where applicable, on any payment paid by it against an applicable tax invoice.

9. Prepayment

The Borrower shall be entitled to voluntary prepay the Actual Loan Amount and the Interest in whole or in part, prior to their applicable due dates without the prior written approval of the Lender. In such case Borrower shall give the Lender at least three (3) days' prior written notice of the prepayment which shall specify the: (i) date upon which the prepayment is to be made, and (ii) the amount to be prepaid as aforesaid.

10. Priority

The outstanding debt under the Funding shall be subordinate to any other debt of the Borrower until the Borrower has raised USD Five Million in the aggregate (in one or more transactions) following the Effective Date.

11. Conversion

The Borrower has the right, per its discretion, to convert an amount of up to USD One Million and Five Hundred Thousand (USD 1,500,000) out of the outstanding Actual Loan Amount as well as the Interest accrued thereon into ordinary shares of the Borrower, in connection with and in the framework of a financing transaction of the Borrower on the date that follows the date upon which the Borrower notifies the Lender of such financing transaction, which conversion will occur upon the same terms (same price per share or unit, and in the event of units, pursuant to such terms agreed upon with the participating investors in such transaction, i.e., registration rights at the same time and scope) as the foregoing financing transaction; and Lender undertakes to execute the required transaction documents to effect the foregoing if so chosen by the Borrower. For avoidance of doubt, the amount so converted shall be taken into account as part of the Five Million Fundraise or as part of a financing pursuant to Clause 7 above. Borrower right to convert as stipulated above shall be limited to the USD Five Million Fundraise, including the converted amount, and shall expire thereafter (i.e. if Borrower completes a USD Four Million (USD 4,000,000) fundraise than Borrower may convert up to USD One Million (USD 1,000,000).

12. Warrant

- 12.1. Concurrently with the execution hereof and in consideration of Lenders obligations herein, the Borrower shall issue the Lender the warrant, in the form attached hereto as **Annex 0**, representing an aggregate Exercise Price (as defined in the Warrant) of USD Seven Million and Five Hundred Thousand (USD 7,500,000) (the “**Warrant**”).
- 12.2. In the event of an adjustment(s) to the Exercise Price of the Warrant pursuant to Section 2(a) of the Warrant following a Dilutive Issuance (as defined in the Warrant), then the Company shall issue to the Lender an additional warrant (the “**Additional Warrant**”) in substantially the same form as the Warrant to purchase such number of ordinary shares of the Company so that the aggregate exercise price payable under the Warrant and the Additional Warrant, after taking into account the decrease in the Exercise Price (as defined in the Warrant), shall be equal to the aggregate Exercise Price under the Warrant immediately prior to the date of such Dilutive Issuance.

13. Transfer or Resale

- 13.1. The Parties further acknowledge and are aware that the ordinary shares issuable upon the conversion of the Loan or upon the exercise of the Warrant or the Additional Warrant (collectively, the “**Shares**”), may only be disposed of in compliance with respective U.S. state and U.S. federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement, the Borrower may require the transferor thereof to provide to the Borrower an opinion of counsel selected by the transferor and reasonably acceptable to the Borrower, the form and substance of which opinion shall be reasonably satisfactory to the Borrower, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act.

- 13.2. The Lender agrees to the imprinting, so long as required by this Section 13.2, of a legend on any such Shares (issuable upon conversion of the Loan or exercise of the Warrant) in the following form:

[NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

- 13.3. Certificates evidencing the Shares shall not contain any legend (including the legend set forth in Section 13.2 hereof): (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Shares pursuant to Rule 144, (iii) if Shares are eligible for sale under Rule 144, without the requirement for the Borrower to be in compliance with the current public information required under Rule 144 as to such Shares and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Borrower shall cause its counsel to issue a legal opinion to the transfer agent of the Borrower promptly after the respective effective date of the transfer if required by the transfer agent to effect the removal of the legend hereunder.
- 13.4. The Lender agrees with the Borrower that the Lender will sell any Shares pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Shares are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing the Shares as set forth in this Section 13 is predicated upon the Company's reliance upon this understanding

14. Undertakings

- 14.1. Lender undertakes not to take, on or before December 31, 2024, any action, directly or indirectly in contravention of the Company's business and operations as conducted as of the Effective Date.
- 14.2. Until December 31, 2024, Lender will use commercially reasonable efforts to allow the Borrower to have sufficient capital to finance its operations (i.e., to execute purchase orders received by the Borrower) during the Availability Period, by way of equity or debt financing instruments providing for funding beyond the Funding specified herein above; provided that the Lender receive a written statement executed by the Chief Executive Officer of the Borrower thereby affirming the Company's inability to finance its then current operations.
- 14.3. Lender confirms it is familiar with the terms of the engagement letter between the Company and A.G.P./Alliance Global Partners ("AGP") and the waiver provided to the Company by AGP on December 26, 2023, attached hereto as **Schedule 14.3**, and undertakes to comply with the terms of this Agreement, with such waiver.

- 14.4. Within 45 days from the Effective Date, the Company shall file a registration statement with the SEC to register the resale of the Shares by the Lender, or any Shares issuable to the Lender pursuant to an adjustment(s) set forth in the Warrant or Shares issuable pursuant to the Additional Warrant, so as to permit the public resale thereof (the “**Resale Registration Statement**”). However, if the Company files another resale registration statement with the SEC prior to such date, the Company shall use reasonable best efforts to register the resale of the Shares together with such other registration statement. The Company will use its reasonable efforts to ensure that such Resale Registration Statement is declared effective by the SEC within ninety (90) days of the filing thereof. The Company will ensure that all Shares issuable to the Lender are covered by the Resale Registration Statement and to the extent necessary file with, and cause to be decelerated effective by, the SEC, additional registration statements, to register any Shares not covered by the Resale Registration Statement, which such registration statements shall be filed no later than 45 days following the event triggering the increase of the number of Shares issuable to the Lender.
- 14.5. If following the Effective Date, a strategic investor both (a) invests no less than USD Thirty Million (USD 30 million) in the Company; and (b) exceeds 50.01% of the Company’s share capital as a result of, then immediately upon signing of such transaction, the Lender shall notify the strategic investor and offer to transfer, without consideration, 50% of Lender’s outstanding Warrants as of signing date of the foregoing strategic investment to that strategic investor, which transfer will take place immediately following the closing of such transaction. The Lender shall commence good faith discussions with the strategic investor in order to facilitate the transfer of the Warrants as detailed herein.

15. **Conditions of the Lender**

The obligations of the Lender under this Agreement, including payment of the First Drawdown Amount, shall be subject to the satisfaction at or prior to the Effective Date of the following:

- (i) Upon the Effective Date, the Board shall consist of up to seven (7) members, including Oz Adler and Yossi Daskal, in their respective capacities as external directors (as such term is defined under the Israeli Companies Law, 5759-1999), (ii) one representative of Foresight Autonomous Holdings Ltd., (iii) two representatives of Knorr-Bremse, and (iv) two new directors - Amitay Weiss and Hila Kiron- Revach, (the “**New Directors**”). It is hereby agreed that at least one of the foregoing New Directors shall meet the qualifications of Independent Director (as such term is defined under Nasdaq’s listing rules).
- (ii) Each of Shmuel Donnerstein, Inbal Kreiss and Keren Aslan (the “**Outgoing Directors**”) shall tender their resignations, in the form attached hereto as **Annex B**, which resignation letters shall be dated as of the Effective Date, and the Company shall take any required action to consummate the effectiveness of such resignations.
- (iii) The Board shall appoint the New Directors such that the effectiveness of their appointments to the Board shall enter into effective immediately upon the resignation of the Outgoing Directors.

In the event following the Effective Date until the termination of this Agreement, Knorr- Bremse utilizes its right under Article 39(a) of the Company’s articles of association to appoint additional directors to the Board (increasing the number of its representatives on the Board to be higher than 2 members), then the Company shall immediately act to appoint by a resolution of the Board the same number of additional directors, as shall be nominated by the Lender.

16. Confidentiality

The mutual confidentiality agreement attached as Annex C herein shall govern the confidentiality obligations of the Parties.

17. Miscellaneous

17.1. Governing Law; Jurisdiction. The laws of the State of Israel, irrespective of its conflicts of law principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. The appropriate courts in Tel-Aviv – Jaffa, Israel shall have exclusive jurisdiction over any dispute or claim in connection with this Agreement and no other court shall have jurisdiction over any such matter.

17.2. Assignment; Binding Upon Successors and Assigns.

The Lender and the Borrower may not assign any of their rights under this Agreement.

17.3. Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

17.4. Counterparts; Scanned Signatures

This Agreement may be executed in any number of counterparts, each of which shall be an original as regards any Party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by one Party hereto to the other Party hereto by e-mail transmission of a photocopy of the original signature page hereto, and upon receipt of such e-mail transmission will be deemed to have the same effect as if the original signature had been delivered to the other parties.

17.5. Amendments; Expenses

Any term or provision of this Agreement may be amended mutually in writing by the Parties. Each Party shall bear its own expenses in connection with the execution and performance of this Agreement.

17.6. Waivers

A waiver by a Party of any breach or default by the other Party shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. The failure of a Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of that Party thereafter to enforce such provisions.

17.7. Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by e-mail, sent by certified or registered mail, postage pre-paid, or sent by express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, if sent by e-mail – one (1) Business Day following transmission, seven (7) Business Days after mailing if sent by mail, and one (1) Business Day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other party in accordance with this Clause 17.7: if to Borrower: Rail Vision Ltd., 15 Ha'Tidhar St., Raanana, Israel, Attention: Shahar Hania, E-mail: shahar@railvision.io; if to Lender: L.I.A. Pure Capital Ltd., 20 Wallenberg Raul, Tel Aviv, Israel, Attention: Kfir Zilberman, E-mail: kfir@shremzilberman.com.

17.8. Term

All obligations, covenants and rights of the Parties hereunder shall terminate and expire upon repayment in full of the amounts to be repaid herein, except for the confidentiality obligations of the Parties hereunder, the applicable undertakings of the Lender pursuant to Clause 14.1 – 14.3 and 14.5 which shall survive the termination of this Agreement in accordance with their respective terms.

17.9. Entire Agreement

This Agreement, the annexes and schedules hereto, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect hereto, including without limitation to the memorandum of understanding executed between the Parties on December 21, 2023.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of each Party as of the date first stated above.

L.I.A. Pure Capital Ltd.

By: /s/ Kfir Zilberman
Name: Kfir Zilberman
Title: CEO

Rail Vision Ltd.

By: /s/ Shahar Hania
/s/ Ofer Naveh
Name: Shahar Hania & Ofer Naveh
Title: CEO & CFO

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

RAIL VISION LTD.

WARRANT TO PURCHASE ORDINARY SHARES

Warrant No.: 1

Number of Ordinary Shares: 2,419,355

Date of Issuance: January 8, 2024 (“**Issuance Date**”)

Rail Vision Ltd, an Israeli company (the “**Company**”), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, L.I.A. PURE CAPITAL LTD., the registered holder hereof or its permitted assigns (the “**Holder**”), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, at any time or times on or after the date hereof, but not after 11:59 p.m., New York time, on the Expiration Date, (as defined below), 2,419,355 fully paid nonassessable Ordinary Shares, subject to adjustment as provided herein (the “**Warrant Shares**”). Except as otherwise defined herein, capitalized terms in this Warrant to Purchase Ordinary Shares (including any Warrants to Purchase Ordinary Shares issued in exchange, transfer or replacement hereof, this “**Warrant**”), shall have the meanings set forth in Section 17. This Warrant is issued pursuant to Section 12 of that certain Credit Facility Agreement, dated as of January 7, 2024 (the “**Agreement Date**”), by and among the Company and the Holder (the “**Agreement**”). Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to such terms in the Agreement.

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(f)), this Warrant may be exercised by the Holder at any time or times on or after the Issuance Date, in whole or in part, by (i) delivery of a written notice, in the form attached hereto as Exhibit A (the “**Exercise Notice**”), of the Holder’s election to exercise this Warrant and (ii) (A) payment to the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which this Warrant is being exercised (the “**Aggregate Exercise Price**”) in cash by wire transfer of immediately available funds or (B) by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as defined in Section 1(d)). The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. On or before the first (1st) Trading Day following the date on which the Company has received the Exercise Notice, the Company shall transmit by electronic mail an acknowledgment of confirmation of receipt of the Exercise Notice to the Holder and the Company’s transfer agent (the “**Transfer Agent**”). On or before the earlier of (i) the second (2nd) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period, in each case, following the date on which the Holder delivers the Exercise Notice to the Company, so long as the Holder delivers the Aggregate Exercise Price (or notice of a Cashless Exercise) on or prior to the Trading Day following the date on which the Company has received the Exercise Notice (the “**Share Delivery Date**”) (provided that if the Aggregate Exercise Price has not been delivered by such date, the Share Delivery Date shall be one (1) Trading Day after the Aggregate Exercise Price (or notice of a Cashless Exercise) is delivered), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company (“**DTC**”) Fast Automated Securities Transfer Program and (A) the Warrant Shares are subject to an effective resale registration statement in favor of the Holder or (B) if exercised via Cashless Exercise, at a time when Rule 144 would be available for resale of the Warrant Shares by the Holder, credit such aggregate number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the Holder’s or its designee’s balance account with DTC through its Deposit / Withdrawal At Custodian system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program or (A) the Warrant Shares are not subject to an effective resale registration statement in favor of the Holder and (B) if exercised via Cashless Exercise, at a time when Rule 144 would not be available for resale of the Warrant Shares by the Holder, deliver to the Holder, book entry statements evidencing the Warrant Shares, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise. The Company shall be responsible for all fees and expenses of the Transfer Agent and all fees and expenses with respect to the issuance of Warrant Shares via DTC, if any. Upon delivery of the Exercise Notice, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder’s DTC account or the date of delivery of the book entry statements evidencing such Warrant Shares, as the case may be. If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Company shall as soon as practicable and in no event later than three (3) Trading Days after any exercise and at its own expense, issue a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares issuable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional Warrant Shares are to be issued upon the exercise of this Warrant, but rather the number of Warrant Shares to be issued shall be rounded up to the nearest whole number. The Company shall pay any and all taxes which may be payable with respect to the issuance and delivery of Warrant Shares upon exercise of this Warrant. The Company’s obligations to issue and deliver Warrant Shares in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination.

(b) Exercise Price. For purposes of this Warrant, “**Exercise Price**” means \$3.1 per share, subject to adjustment as provided herein.

(c) Company’s Failure to Timely Deliver Securities. If the Company shall fail to cause its transfer agent to transmit to the Holder on or prior to the Share Delivery Date, Warrant Shares pursuant to an exercise notice delivered by the Holder and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder’s brokerage firm otherwise purchases, Ordinary Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a “**Buy-In**”), then the Company shall (a) pay in cash to the Holder the amount, if any, by which (x) the Holder’s total purchase price (including brokerage commissions, if any) for the Ordinary Shares so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (b) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Ordinary Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Ordinary Shares having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of Ordinary Shares with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (a) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and evidence of the amount of such loss. Nothing herein shall limit the Holder’s right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company’s failure to timely deliver Ordinary Shares upon the exercise of this Warrant as required pursuant to the terms hereof.

(d) Cashless Exercise. While this Warrant is outstanding, the Company will use its best efforts to maintain the effectiveness of the Registration Statement. Notwithstanding anything contained herein to the contrary, if the Registration Statement covering the resale of the Warrant Shares is not available for the resale of such Warrant Shares, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the “Net Number” of Ordinary Shares determined according to the following formula (a “**Cashless Exercise**”):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= as applicable: (i) the Weighted Average Price of the Ordinary Shares on the Trading Day immediately preceding the date of the applicable Exercise Notice if such Exercise Notice is (1) both executed and delivered pursuant to Section 1(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the Weighted Average Price of the Ordinary Shares on the Trading Day immediately preceding the date of the applicable Exercise Notice if such Exercise Notice is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 1(a) hereof or (iii) the Weighted Average Price of the Ordinary Shares on the date of the applicable Exercise Notice if the date of such Exercise Notice is a Trading Day and such Exercise Notice is both executed and delivered pursuant to Section 1(a) hereof after the close of "regular trading hours" on such Trading Day;

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

If Ordinary Shares are issued pursuant to this Section 1(d), the Company hereby acknowledges and agrees that the Warrant Shares issued in a Cashless Exercise shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued pursuant to the Securities Purchase Agreement. The Company agrees not to take any position contrary to this Section 1(d).

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 12.

(f) Beneficial Ownership Limitations on Exercises. Notwithstanding anything to the contrary contained herein, the Company shall not effect the exercise of any portion of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, pursuant to the terms and conditions of this Warrant to the extent that after giving effect to such exercise, the Holder together with the other Attribution Parties collectively would beneficially own in excess of 4.99% (the “**Maximum Percentage**”) of the number of Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Ordinary Shares beneficially owned by the Holder and the other Attribution Parties shall include the number of Ordinary Shares held by the Holder and all other Attribution Parties plus the number of Ordinary Shares issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude the number of Ordinary Shares which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of the other Attribution Parties and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 1(f). For purposes of this Section 1(f), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “**1934 Act**”). For purposes of this Warrant, in determining the number of outstanding Ordinary Shares the Holder may acquire upon the exercise of this Warrant without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding Ordinary Shares as reflected in (x) the Company’s most recent Annual Report on Form 20-F, Report of Foreign Private Issuer on Form 6-K or other public filing with the Securities and Exchange Commission (the “**SEC**”), as the case may be, (y) a more recent public announcement by the Company or (3) any other written notice by the Company or the Transfer Agent setting forth the number of Ordinary Shares outstanding (the “**Reported Outstanding Share Number**”). If the Company receives an Exercise Notice from the Holder at a time when the actual number of outstanding Ordinary Shares is less than the Reported Outstanding Share Number, the Company shall (i) notify the Holder in writing of the number of Ordinary Shares then outstanding and, to the extent that such Exercise Notice would otherwise cause the Holder’s beneficial ownership, as determined pursuant to this Section 1(f), to exceed the Maximum Percentage, the Holder must notify the Company of a reduced number of Warrant Shares to be purchased pursuant to such Exercise Notice (the number of shares by which such purchase is reduced, the “**Reduction Shares**”) and (ii) as soon as reasonably practicable, the Company shall return to the Holder any exercise price paid by the Holder for the Reduction Shares. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one (1) Trading Day confirm orally and in writing or by electronic mail to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder and any other Attribution Party since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of Ordinary Shares to the Holder upon exercise of this Warrant results in the Holder and the other Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding Ordinary Shares (as determined under Section 13(d) of the 1934 Act) (the number of shares so issued by which the Holder’s and the other Attribution Parties’ aggregate beneficial ownership exceeds the Maximum Percentage, the “**Excess Shares**”), then the Holder shall not have the power to vote or to transfer the Excess Shares and such Excess Shares shall be held in abeyance for the Holder until such time or times, as its right thereto would not result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be delivered such shares to the extent as if there had been no such limitation. For purposes of clarity, the Ordinary Shares issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the 1934 Act. No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1(f) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 1(f) or to make changes or supplements necessary or desirable to properly give effect to such limitation, and, in addition, with the intention that Sections 274 and 328 to the Israeli Companies Law, 1999, shall not apply to any of the transactions contemplated under this Warrant. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Warrant.

(g) Insufficient Authorized Shares. If at any time while this Warrant remains outstanding the Company does not have a sufficient number of authorized and unreserved Ordinary Shares to satisfy its obligation to reserve for issuance upon exercise of this Warrant at least a number of Ordinary Shares equal to 100% of the number of Ordinary Shares as shall from time to time be necessary to effect the exercise of all of this Warrant then outstanding without regard to any limitation on exercise included herein (the “**Required Reserve Amount**” and the failure to have such sufficient number of authorized and unreserved Ordinary Shares, an “**Authorized Share Failure**”), then the Company shall immediately take all action necessary to increase the Company’s authorized Ordinary Shares to an amount sufficient to allow the Company to reserve the Required Reserve Amount for this Warrant then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its shareholders for the approval of an increase in the number of authorized Ordinary Shares. In connection with such meeting, the Company shall provide each shareholder with a proxy statement and shall use its best efforts to solicit its shareholders’ approval of such increase in authorized Ordinary Shares and to cause its board of directors to recommend to the shareholders that they approve such proposal. Notwithstanding the foregoing, if any such time of an Authorized Share Failure, the Company is able to obtain the approval of holders of a majority of the ordinary shares voting at a general meeting to approve the increase in the number of authorized Ordinary Shares, the Company may satisfy this obligation by obtaining such approval. In the event that upon any exercise of this Warrant, the Company does not have sufficient authorized shares to deliver in satisfaction of such exercise, then unless the Holder elects to void such attempted exercise, the Holder may require the Company to pay to the Holder within three (3) Trading Days of the applicable exercise, cash in an amount equal to the product of (i) the quotient determined by dividing (x) the number of Warrant Shares that the Company is unable to deliver pursuant to this Section 1(g), by (y) the total number of Warrant Shares issuable upon exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant) and (ii) the Black Scholes Value; provided, that (x) references to “the day immediately following the public announcement of the applicable Fundamental Transaction” in the definition of “Black Scholes Value” shall instead refer to “the date the Holder exercises this Warrant and the Company cannot deliver the required number of Warrant Shares because of an Authorized Share Failure” and (y) clause (iii) of the definition of “Black Scholes Value” shall instead refer to “the underlying price per share used in such calculation shall be the highest Weighted Average Price during the period beginning on the date of the applicable date of exercise and the date that the Company makes the applicable cash payment.”

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Adjustment Upon Issuance of Ordinary Shares. If and whenever on or after the Agreement Date, the Company issues or sells, or in accordance with this Section 2 is deemed to have issued or sold, any Ordinary Shares (including the issuance or sale of Ordinary Shares owned or held by or for the account of the Company, but excluding Ordinary Shares deemed to have been issued or sold by the Company in connection with any Excluded Securities) for a consideration per share (the “**New Issuance Price**”) less than a price (the “**Applicable Price**”) equal to the Exercise Price in effect immediately prior to such issue or sale or deemed issuance or sale (the foregoing a “**Dilutive Issuance**”), then immediately after and subject to the consummation of such Dilutive Issuance, the Exercise Price then in effect shall be reduced to an amount equal to the New Issuance Price. For purposes of determining the adjusted Exercise Price under this Section 2(a), the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants or sells any Options and the lowest price per share for which one Ordinary Share is issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option is less than the Applicable Price, then such Ordinary Share shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 2(a)(i), the “lowest price per share for which one Ordinary Share is issuable upon the exercise of any such Option or upon conversion, exercise or exchange of any Convertible Securities issuable upon exercise of any such Option” shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one Ordinary Share, upon exercise of the Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option less any consideration paid or payable by the Company with respect to such one Ordinary Share, upon exercise of such Option and upon conversion, exercise or exchange of any Convertible Security issuable upon exercise of such Option. No further adjustment of the Exercise Price shall be made upon the actual issuance of such Ordinary Shares or of such Convertible Securities upon the exercise of such Options or upon the actual issuance of such Ordinary Shares upon conversion, exercise or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one Ordinary Share is issuable upon the conversion, exercise or exchange thereof is less than the Applicable Price, then such Ordinary Share shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 2(a)(ii), the “lowest price per share for which one Ordinary Share is issuable upon the conversion, exercise or exchange thereof” shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one Ordinary Share upon the issuance or sale of the Convertible Security and upon conversion, exercise or exchange of such Convertible Security (if any) less any consideration paid or payable by the Company to holders of such Convertible Security with respect to such one Ordinary Share upon the issuance or sale of such Convertible Security and upon conversion, exercise or exchange of such Convertible Security. No further adjustment of the Exercise Price shall be made upon the actual issuance of such Ordinary Shares upon conversion, exercise or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of this Warrant has been or is to be made pursuant to other provisions of this Section 2(a), no further adjustment of the Exercise Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exercise or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for Ordinary Shares increases or decreases at any time, the Exercise Price in effect at the time of such increase or decrease shall be adjusted to an exercise price, which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 2(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Agreement Date are increased or decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Ordinary Shares deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. No adjustment pursuant to this Section 2(a) shall be made if such adjustment would result in an increase of the Exercise Price then in effect.

(iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of Ordinary Shares or any other securities of the Company, together comprising one integrated transaction, each security issued will be deemed to have been issued for its relative fair value in relation to the aggregate consideration received by the Company. The relative fair value of such securities will be determined jointly by the Company and the Holder following the closing of the Dilutive Issuance. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “**Valuation Event**”), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company. If any Ordinary Shares, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Company will be the Closing Sale Price of such publicly traded securities on the date of receipt of such publicly traded securities. If any Ordinary Shares, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such Ordinary Shares, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded securities will be determined jointly by the Company and the Holder following the closing of the Dilutive Issuance. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “**Valuation Event**”), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company. Notwithstanding anything to the contrary contained herein, if a calculation pursuant to this Section 2(a)(iv) would result in an Exercise Price that is lower than the par value of the Ordinary Shares, then the Exercise Price shall be deemed to equal the par value of the Ordinary Shares.

(b) Voluntary Adjustment By Company. The Company may at any time during the term of this Warrant, with the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

(c) Adjustment Upon Subdivision or Combination of Ordinary Shares. If the Company at any time on or after the Agreement Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Agreement Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding Ordinary Shares into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 2(c) shall become effective at the close of business on the date the subdivision or combination becomes effective. In each case, the aggregate exercise price and aggregate interest of the Holder in the Company, on a fully diluted basis, will remain the same as before such adjustment.

(d) Share Combination Event Adjustment. In addition to the adjustments set forth in this Section 2, if at any time on or after the Issuance Date and prior to June 29, 2024, there occurs any share split, reverse share split, share dividend, share combination recapitalization or other similar transaction involving the Ordinary Shares (each, a “**Share Combination Event**”, and such date thereof, the “**Share Combination Event Date**”) and the lowest Weighted Average Price of the Ordinary Shares during the period commencing on the Trading Day immediately following the applicable Share Combination Event Date and ending on the fifth (5th) Trading Day immediately following the applicable Share Combination Event Date (the “**Event Market Price**”) (provided if the Share Combination Event is effective prior to the opening of trading on the Principal Market (or if the Ordinary Shares no longer trade on the Principal Market, on the primary Eligible Market on which the Ordinary Shares then trade), then, commencing on the Share Combination Event Date and ending on the fourth (4th) Trading Day immediately following the applicable Share Combination Event Date (such period, the “**Share Combination Adjustment Period**”) is less than the Exercise Price then in effect (after giving effect to the adjustment in clause 2(c) above), then, at the close of trading on the Principal Market (or if the Ordinary Shares no longer trade on the Principal Market, on the primary Eligible Market on which the Ordinary Shares then trade) on the last day of the Share Combination Adjustment Period, the Exercise Price then in effect on such 5th Trading Day shall be reduced (but in no event increased) to the Event Market Price. For the avoidance of doubt, if the adjustment in this Section 2(d) would otherwise result in an increase in the Exercise Price hereunder, no adjustment shall be made, and if this Warrant is exercised, on any date on which the Holder delivers an Exercise Notice to the Company (an “**Exercise Date**”) during the Share Combination Adjustment Period, solely with respect to such portion of this Warrant exercised on such applicable Exercise Date, such applicable Share Combination Adjustment Period shall be deemed to have ended on, and included, the Trading Day immediately prior to such Exercise Date and the Event Market Price on such applicable Exercise Date will be the lowest VWAP of the Ordinary Shares immediately prior to the Share Combination Event Date and ending on, and including the Trading Day immediately prior to such Exercise Date. The adjustment pursuant to this Section 2(d) shall apply only to the first Share Combination Event following the Issuance Date.

(e) Other Events. If any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company's Board of Directors will make an appropriate adjustment in the Exercise Price and the number of Warrant Shares, as mutually determined by the Company's Board of Directors and the Holder, so as to protect the rights of the Holder; provided that no such adjustment pursuant to this Section 2(e) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2 and provided, further, that the adjustment pursuant to this Section 2(e) shall be of a technical nature and does not result in a change in the fair value of this Warrant immediately prior to and after the event.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. If the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Ordinary Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property, options, evidence of indebtedness or any other assets by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "**Distribution**"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including without limitation, the Maximum Percentage) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Ordinary Shares are to be determined for the participation in such Distribution provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Distribution to such extent (and shall not be entitled to beneficial ownership of such Ordinary Shares as a result of such Distribution (and beneficial ownership) to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such Distribution (and any Distributions declared or made on such initial Distribution or on any subsequent Distribution held similarly in abeyance) to the same extent as if there had been no such limitation). To the extent that this Warrant has not been partially or completely exercised at the time of such Distribution, such portion of the Distribution shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant. It is clarified that in such a case the Holder of the Warrant will not be entitled to any further adjustment to the Exercise Price hereunder beyond Holder's entitlement to participate in such Distribution.

4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Section 2 above, if at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Ordinary Shares (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Ordinary Shares are to be determined for the grant, issue or sale of such Purchase Rights provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to such extent (and shall not be entitled to beneficial ownership of such Ordinary Shares as a result of such Purchase Right (and beneficial ownership) to such extent) and such Purchase Right to such extent shall be held in abeyance for the benefit of the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right held similarly in abeyance) to the same extent as if there had been no such limitation). To the extent that this Warrant has not been partially or completely exercised at the time of such Purchase Rights, such portion of the Purchase Rights shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant. It is clarified that in such a case the Holder of the Warrant will not be entitled to any further adjustment to the Exercise Price hereunder beyond Holder's entitlement to participate in such Purchase Right.

(b) **Fundamental Transactions.** The Company shall not enter into a Fundamental Transaction unless the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 4(b) pursuant to written agreements in form and substance satisfactory to the Holder, including agreements, if so requested by the Holder, to deliver to the Holder in exchange for the Warrant (or any part thereof) a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, an adjusted exercise price equal to the value for the Ordinary Shares reflected by the terms of such Fundamental Transaction, and exercisable for a corresponding number of shares of capital stock equivalent to the Ordinary Shares acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and satisfactory to the Holder, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Ordinary Shares pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the occurrence or consummation of such Fundamental Transaction). Any security issuable or potentially issuable to the Holder pursuant to the terms of this Warrant on the consummation of a Fundamental Transaction that was within the Company's control to enter into or to avoid shall be registered and freely tradable by the Holder without any restriction or limitation or the requirement to be subject to any holding period pursuant to any applicable securities laws. No later than (i) thirty (30) days prior to the occurrence or consummation of any Fundamental Transaction or (ii) if later, the first Trading Day following the date the Company first becomes aware of the occurrence or potential occurrence of a Fundamental Transaction, the Company shall deliver written notice thereof via facsimile or electronic mail and overnight courier to the Holder. Upon the occurrence or consummation of any Fundamental Transaction that was within the Company's control to enter into or to avoid, it shall be a required condition to the occurrence or consummation of any Fundamental Transaction that, the Company and the Successor Entity or Successor Entities, jointly and severally, shall succeed to, and the Company shall cause any Successor Entity or Successor Entities to jointly and severally succeed to, and be added to the term "Company" under this Warrant (so that from and after the date of such Fundamental Transaction, each and every provision of this Warrant referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Company and the Successor Entity or Successor Entities, jointly and severally, may exercise every right and power of the Company prior thereto and shall assume all of the obligations of the Company prior thereto under this Warrant with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company in this Warrant, and, solely at the request of the Holder, if the Successor Entity and/or Successor Entities is a publicly traded corporation whose common stock is quoted on or listed for trading on an Eligible Market, shall deliver (in addition to and without limiting any right under this Warrant) to the Holder in exchange for this Warrant a security of the Successor Entity and/or Successor Entities evidenced by a written instrument substantially similar in form and substance to this Warrant and exercisable for a corresponding number of shares of capital stock of the Successor Entity and/or Successor Entities (the "**Successor Capital Stock**") equivalent to the Ordinary Shares acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction (such corresponding number of shares of Successor Capital Stock to be delivered to the Holder shall be equal to the greater of (A) the quotient of (i) the aggregate dollar value of all consideration (including cash consideration and any consideration other than cash ("**Non-Cash Consideration**"), in such Fundamental Transaction, as such values are set forth in any definitive agreement for the Fundamental Transaction that has been executed at the time of the first public announcement of the Fundamental Transaction or, if no such value is determinable from such definitive agreement, as determined in accordance with Section 2 with the term "Non-Cash Consideration" being substituted for the term "Exercise Price") that the Holder would have been entitled to receive upon the happening of such Fundamental Transaction or the record, eligibility or other determination date for the event resulting in such Fundamental Transaction, had this Warrant been exercised immediately prior to such Fundamental Transaction or the record, eligibility or other determination date for the event resulting in such Fundamental Transaction (without regard to any limitations on the exercise of this Warrant) (the "**Aggregate Consideration**") divided by (ii) the per share Closing Sale Price of such Successor Capital Stock on the Trading Day immediately prior to the consummation or occurrence of the Fundamental Transaction and (B) the product of (i) the quotient obtained by dividing (x) the Aggregate Consideration, by (y) the Closing Sale Price of the Ordinary Shares on the Trading Day immediately prior to the consummation or occurrence of the Fundamental Transaction and (ii) the highest exchange ratio pursuant to which any shareholder of the Company may exchange Ordinary Shares for Successor Capital Stock) (provided, however, to the extent that the Holder's right to receive any such shares of publicly traded common stock (or their equivalent) of the Successor Entity would result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, if applicable, then the Holder shall not be entitled to receive such shares to such extent (and shall not be entitled to beneficial ownership of such shares of publicly traded common stock (or their equivalent) of the Successor Entity as a result of such consideration to such extent) and the portion of such shares shall be held in abeyance for the Holder until such time or times, as its right thereto would not result in the Holder and its other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be delivered such shares to the extent as if there had been no such limitation), and such security shall be satisfactory to the Holder, and with an identical exercise price to the Exercise Price hereunder (such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting after the consummation or occurrence of such Fundamental Transaction the economic value of this Warrant that was in effect immediately prior to the consummation or occurrence of such Fundamental Transaction, as elected by the Holder solely at its option). Upon occurrence or consummation of the Fundamental Transaction that was within the Company's control to enter into or to avoid, and it shall be a required condition to the occurrence or consummation of such Fundamental Transaction that, the Company and the Successor Entity or Successor Entities shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the occurrence or consummation of the Fundamental Transaction, as elected by the Holder solely at its option, Ordinary Shares, Successor Capital Stock or, in lieu of the Ordinary Shares or Successor Capital Stock (or other securities, cash, assets or other property purchasable upon the exercise of this Warrant prior to such Fundamental Transaction), such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights), which for purposes of clarification may continue to be Ordinary Shares, if any, that the Holder would have been entitled to receive upon the happening of such Fundamental Transaction or the record, eligibility or other determination date for the event resulting in such Fundamental Transaction, had this Warrant been exercised immediately prior to such Fundamental Transaction or the record, eligibility or other determination date for the event resulting in such Fundamental Transaction (without regard to any limitations on the exercise of this Warrant), as adjusted in accordance with the provisions of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the occurrence or consummation of any Fundamental Transaction that was within the Company's control to enter into or to avoid, pursuant to which holders of Ordinary Shares are entitled to receive securities, cash, assets or other property with respect to or in exchange for Ordinary Shares (a "**Corporate Event**"), the Company shall make appropriate provision to ensure that, and any applicable Successor Entity or Successor Entities shall ensure that, and it shall be a required condition to the occurrence or consummation of such Corporate Event that, the Holder will thereafter have the right to receive upon exercise of this Warrant at any time after the occurrence or consummation of the Corporate Event, Ordinary Shares or Successor Capital Stock or, if so elected by the Holder, in lieu of the Ordinary Shares (or other securities, cash, assets or other property) purchasable upon the exercise of this Warrant prior to such Corporate Event (but not in lieu of such items still issuable under Sections 3 and 4(a), which shall continue to be receivable on the Ordinary Shares or on the such shares of stock, securities, cash, assets or any other property otherwise receivable with respect to or in exchange for Ordinary Shares), such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights and any Ordinary Shares) which the Holder would have been entitled to receive upon the occurrence or consummation of such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event, had this Warrant been exercised immediately prior to such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event (without regard to any limitations on exercise of this Warrant). Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder. The provisions of this Section 4(b) shall apply similarly and equally to successive Fundamental Transactions and Corporate Events.

(c) Notwithstanding the foregoing, in the event of Fundamental Transaction, at the request of the Holder delivered before the ninetieth (90th) day after the occurrence or consummation of such Fundamental Transaction, the Company (or the Successor Entity) shall purchase this Warrant from the Holder by paying to the Holder, within five (5) Business Days after such request (or, if later, on the effective date of the Fundamental Transaction), cash in an amount equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of such Fundamental Transaction; provided, however, that, if such Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid by the Company or any Successor Entity to the holders of Ordinary Shares of the Company in connection with such Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Ordinary Shares are given the choice to receive from among alternative forms of consideration in connection with such Fundamental Transaction.

5. NON-CIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its Amended and Restated Articles of Association, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all of the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any Ordinary Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Ordinary Shares upon the exercise of this Warrant, and (iii) shall, so long as the Warrant is outstanding (and remains exercisable in exchange for any Warrant Shares), take all action necessary to reserve and keep available out of its authorized and unissued Ordinary Shares, solely for the purpose of effecting the exercise of the Warrant, 100% of the number of Ordinary Shares as shall from time to time be necessary to effect the exercise of the Warrant then outstanding (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. Except as otherwise specifically provided herein, the Holder, solely in such Person's capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person's capacity as the Holder of this Warrant, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information given to the shareholders of the Company generally, contemporaneously with the giving thereof to the shareholders.

7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no Warrant for fractional Warrant Shares shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of Ordinary Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

8. NOTICES. Whenever notice is required to be given under this Warrant, unless otherwise provided herein, such notice shall be given in accordance with Section [●] of the Agreement. The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Warrant, including in reasonable detail a description of such action and the reason therefor. Without limiting the generality of the foregoing, the Company will give written notice to the Holder (i) immediately upon any adjustment of the Exercise Price, setting forth in reasonable detail, and certifying, the calculation of such adjustment and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the Ordinary Shares, (B) with respect to any grants, issuances or sales of any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property to holders of Ordinary Shares or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation; provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder. It is expressly understood and agreed that the time of exercise specified by the Holder in each Exercise Notice shall be definitive and may not be disputed or challenged by the Company.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant may be amended or waived and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder.

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

11. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

12. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile or electronic mail within two (2) Business Days of receipt of the Exercise Notice giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two (2) Business Days submit via facsimile or electronic mail (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

13. REMEDIES, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the holder of this Warrant shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

14. TRANSFER. This Warrant and the Warrant Shares may be offered for sale, sold, transferred, pledged or assigned without the consent of the Company.

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

16. DISCLOSURE. Upon receipt or delivery by the Company of any notice in accordance with the terms of this Warrant, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries (as defined in the Agreement), the Company shall contemporaneously with any such receipt or delivery publicly disclose such material, nonpublic information on a Report of Foreign Private Issuer on Form 6-K or otherwise. In the event that the Company believes that a notice contains material, nonpublic information relating to the Company or its Subsidiaries, the Company so shall indicate to the Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

17. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) “**1933 Act**” means the Securities Act of 1933, as amended.

(b) “**Affiliate**” shall have the meaning ascribed to such term in Rule 405 of the 1933 Act.

(c) “**Approved Stock Plan**” means any employee benefit plan or share incentive plan which has been approved by the Board of Directors of the Company, pursuant to which the Company’s securities may be issued to any employee, officer or director for services provided to the Company.

(d) “**Attribution Parties**” means, collectively, the following Persons: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issuance Date, directly or indirectly managed or advised by the Holder’s investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of the Ordinary Shares would or could be aggregated with the Holder’s and the other Attribution Parties for purposes of Section 13(d) of the 1934 Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage.

(e) “**Black Scholes Value**” means the value of this Warrant calculated using the Black-Scholes Option Pricing Model obtained from the “OV” function on Bloomberg determined as of the day immediately following the public announcement of the applicable Fundamental Transaction, or, if the Fundamental Transaction is not publicly announced, the date the Fundamental Transaction is consummated, and reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant, (ii) an expected volatility equal to remaining term of this Warrant, (iii) a remaining term of this Warrant equal to the time between the date of the public announcement of the applicable Fundamental Transaction, or, if the Fundamental Transaction is not publicly announced, the date the Fundamental Transaction is consummated, and (iv) the underlying price per share used in such calculation shall be the average of the Weighted Average for the 30 Trading Days prior to the Trading Date immediately preceding the consummation of the applicable Fundamental Transaction.

(f) “**Bloomberg**” means Bloomberg Financial Markets.

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

(h) “**Closing Bid Price**” and “**Closing Sale Price**” means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price, as the case may be, then the last bid price or the last trade price, respectively, of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported on the Pink Open Market. If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 12. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or other similar transaction during the applicable calculation period.

(i) “**Convertible Securities**” means any stock or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for Ordinary Shares.

(j) “**Eligible Market**” means the Principal Market, the NYSE American, The Nasdaq Global Select Market, The Nasdaq Global Market, The New York Stock Exchange, Inc., the OTC QB or the OTC QX.

(k) “**Excluded Securities**” means any Ordinary Shares issued or issuable or deemed to be issued in accordance with Section 2(a) hereof by the Company: (i) under any Approved Stock Plan, (ii) upon exercise of the Warrant issued pursuant to the Agreement; provided, that the terms of such Warrant are not amended, modified or changed on or after the Agreement Date, (iii) upon conversion, exercise or exchange of any Options or Convertible Securities which are outstanding on the day immediately preceding the Agreement Date; provided, that such issuance of Ordinary Shares upon exercise of such Options or Convertible Securities is made pursuant to the terms of such Options or Convertible Securities in effect on the date immediately preceding the Agreement Date and such Options or Convertible Securities are not amended, modified or changed on or after the Agreement Date (iv) upon a dividend or distribution to all holders of Ordinary Shares (including pursuant to a rights plan) or (v) upon a stock split, reverse stock split, distribution of bonus shares, combination or other recapitalization events.

(l) “**Expiration Date**” means the date sixty (60) months after the Issuance Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a “**Holiday**”), the next day that is not a Holiday.

(m) “**Fundamental Transaction**” means (A) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its “significant subsidiaries” (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company to be subject to or have its Ordinary Shares be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of more than (x) 50% of the outstanding Ordinary Shares, more than (y) 50% of the outstanding Ordinary Shares calculated as if any Ordinary Shares held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of Ordinary Shares such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding Ordinary Shares, or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby all such Subject Entities, individually or in the aggregate, acquire, either (x) more than 50% of the outstanding Ordinary Shares, (y) more than 50% of the outstanding Ordinary Shares calculated as if any Ordinary Shares held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of Ordinary Shares such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of more than 50% of the outstanding Ordinary Shares, or (v) reorganize, recapitalize or reclassify its Ordinary Shares, (B) that the Company shall, directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding Ordinary Shares, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) more than 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares, (y) more than 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares not held by all such Subject Entities as of the Agreement Date calculated as if any Ordinary Shares held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares or other equity securities of the Company sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other shareholders of the Company to surrender their Ordinary Shares without approval of the shareholders of the Company or (C) directly or indirectly, including through Subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction.

(n) “**Group**” means a “group” as that term is used in Section 13(d) of the 1934 Act and as defined in Rule 13d-5 thereunder.

(o) “**Options**” means any rights, warrants or options to subscribe for or purchase (i) Ordinary Shares or (ii) Convertible Securities.

(p) “**Ordinary Shares**” means (i) the Company’s ordinary shares, no par value, and (ii) any share capital into which such Ordinary Shares shall have been changed or any share capital resulting from a reclassification, reorganization or reclassification of such Ordinary Shares.

(q) “**Parent Entity**” of a Person means an entity that, directly or indirectly, controls the applicable Person, including such entity whose common capital or equivalent equity security is quoted or listed on an Eligible Market (or, if so elected by the Holder, any other market, exchange or quotation system), or, if there is more than one such Person or such entity, the Person or such entity designated by the Holder or in the absence of such designation, such Person or entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

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

(s) “**Principal Market**” means The Nasdaq Capital Market.

(t) “**Registration Statement**” means a registration statement registering the Warrant Shares under the Securities Act.

(u) “**Standard Settlement Period**” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Eligible Market with respect to the Ordinary Shares as in effect on the date of delivery of the applicable Exercise Notice.

(v) “**Subject Entity**” means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(w) “**Successor Entity**” means one or more Person or Persons (or, if so elected by the Holder, the Company or Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or one or more Person or Persons (or, if so elected by the Holder, the Company or the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(x) “**Trading Day**” means any day on which the Ordinary Shares are traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Ordinary Shares on such day, then on the principal securities exchange or securities market on which the Ordinary Shares are then traded.

(y) “**Weighted Average Price**” means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market during the period beginning at 9:30:01 a.m., New York time (or such other time as the Principal Market publicly announces is the official open of trading), and ending at 4:00:00 p.m., New York time (or such other time as the Principal Market publicly announces is the official close of trading), as reported by Bloomberg through its “Volume at Price” function or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time (or such other time as such market publicly announces is the official open of trading), and ending at 4:00:00 p.m., New York time (or such other time as such market publicly announces is the official close of trading), as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported on the Pink Open Market. If the Weighted Average Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 12 with the term “Weighted Average Price” being substituted for the term “Exercise Price.” All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or other similar transaction during the applicable calculation period.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Ordinary Shares to be duly executed as of the Issuance Date set out above.

RAIL VISION LTD.

By: _____

Name: _____

Title: _____

**EXERCISE NOTICE
TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS
WARRANT TO PURCHASE ORDINARY SHARES**

RAIL VISION LTD.

The undersigned holder hereby exercises the right to purchase _____ Ordinary Shares (“**Warrant Shares**”) of Rail Vision Ltd., an Israeli company (the “**Company**”), evidenced by the attached Warrant to Purchase Ordinary Shares (the “**Warrant**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

_____ a “Cash Exercise” with respect to _____ Warrant Shares; and/or

_____ a “Cashless Exercise” with respect to _____ Warrant Shares, resulting in a delivery obligation of the Company to the Holder of _____ Ordinary Shares representing the applicable Net Number.

2. Payment of Exercise Price. In the event that the holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the holder shall pay the Aggregate Exercise Price in the sum of \$ _____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant.

Date: _____, _____

Name of Registered Holder

By: _____

Name:

Title:

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs [●] to issue the above indicated number of Ordinary Shares in accordance with the Transfer Agent Instructions dated _____, 2024 from the Company and acknowledged and agreed to by [●].

RAIL VISION LTD.

By: _____
Name: _____
Title: _____



Rail Vision Secures \$6 Million Credit Facility

An additional \$3 million may be drawn down by the Company, subject to certain conditions

Ra'anana, Israel, Jan. 09, 2024 (GLOBE NEWSWIRE) -- Rail Vision Ltd. (the "Company") (Nasdaq: RVSN), a technology company at the forefront of revolutionizing railway safety and the data-related market, today announced the establishment of a \$6 million credit facility (the "Credit Facility") and an additional amount of up to \$3 million, subject to certain conditions (the "Additional Loans"), with a global investment firm (the "Lender").

"The successful completion of this financing marks a significant milestone in our ongoing efforts to enhance our capital structure," said Shahar Hania, CEO of Rail Vision. "The facility strengthens our financial position and improves our ability to accelerate the development and commercialization of cutting-edge solutions in railway safety. This new credit facility is not merely a transaction; it's a testament to the confidence that our investors have in our business strategy and our team's ability to execute it. We are now better positioned to drive innovation, expand our market reach, and deliver more value to our stakeholders."

The Credit Facility, which has a term of 10 months, will accrue interest at a rate of 8% per annum, and the first payment of \$1.5 million was drawn down upon execution of the agreement. After the Credit Facility is exhausted, the Company may draw down the Additional Loans in an aggregate amount up to \$3 million. The Additional Loans include two initial installments of up to \$750,000, and two additional installments of up to \$750,000, subject to certain conditions. The Additional Loans will accrue interest at a rate of 12% per annum. As part of the agreement, the Company granted a warrant to the Lender to purchase ordinary shares of the Company representing an aggregate exercise amount of \$7.5 million with an initial exercise price of \$3.10, subject to certain adjustments, representing a 150% premium of the closing share price of Rail Vision on January 5, 2024.

As a condition to the Credit Facility, each of Shmuel Donnerstein, Inbal Kreiss and Keren Aslan have tendered their resignations from the Company's board of directors (the "Board"), and the Board has appointed Amitay Weiss and Hila Kiron-Revach to the Board, to serve until the Company's next general meeting of shareholders.

About Rail Vision Ltd.

Rail Vision is a 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. For example, the Company is using forward-looking statements when it discusses the Facility Agreement and future draw downs, its ability to accelerate the development and commercialization of cutting-edge solutions in railway safety, being positioned to drive innovation, expand our market reach, and deliver more value to stakeholders. Forward-looking statements are not historical facts, and are based upon management’s current expectations, beliefs and projections, many of which, by their nature, are inherently uncertain. Such expectations, beliefs and projections are expressed in good faith. 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 23, 2023. 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.

Contacts

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SOURCE: Rail Vision Ltd.
