



FOUNDERS AGREEMENT

This Founders Agreement (the “**Agreement**”) is made as of March 24, 2016 (the “**Effective Date**”) by and between Dante Alighieri, ID. No. 20005424, of Guido Guinizelli, Florence, Italy (“**Dante**”) and Beatrice Portinari, ID. No. 202345738, of Santa Margherita de Cerchi, Florence, Italy (“**Beatrice**”).

Each of the Founders may be referred to herein as a “**Founder**” or a “**Party**” and collectively as “**Founders**” or “**Parties**”.

WHEREAS, the Founders have established a corporation under the laws of the State of Israel known as “Divine Company” (the “**Company**”); and

WHEREAS, the Founders desire to define their relationship in the Company and their agreements and understandings regarding the management and operation of the Company as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained in this Agreement, the Parties hereto hereby agree as follows:

1. CAPITALIZATION

- 1.1. The Company issued upon incorporation one class of shares, which are designated "Ordinary Shares" and which have a par value of NIS0.01; the total number of shares of Ordinary Shares that the Company has authorized to issue is 940,000.
- 1.2. The Founders were issued an aggregate of 1,000,000 shares of Ordinary Shares, allocated between the Founders as follows (the “**Shares**”):

| Name | Number of Ordinary Shares | Percentage |
|----------|---------------------------|------------|
| Dante | 620,000 | 62% |
| Beatrice | 320,000 | 32% |
| Total | 940,000 | 100% |

2. REPRESENTATIONS OF THE FOUNDERS

Each of the Founders hereby represents, warrants, covenants and undertakes towards the other Founders as follows:

- 2.1. Such Founder is not restrained or limited by, or is in breach of or conflict with, any agreement, instrument, law, order, regulation or otherwise, which prevents him from, or restricts him in, entering into this Agreement and performing his obligations hereunder. Such Founder undertakes not to be subject in the future to any other Agreement, which limits or restrains him from performing his obligations under this Agreement.
- 2.2. Such Founder is not obligated under any contract, indenture (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would conflict with the obligations specified in this Agreement. Neither the execution nor delivery of the Agreement, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which each of the Founders is now obligated.
- 2.3. Each Founder agrees to take all actions necessary to ensure that the Company shall operate in accordance with the terms of this Agreement.

- 2.4. From and after the date hereof, each Founder shall take any and all action and execute any document necessary, at the expense of the Company, in order to effect, perfect, register or otherwise reflect the provisions of this Agreement.

3. **FOUNDERS' POSITIONS**

- 3.1. The Founders agree that the initial responsibilities of each of the Founders is as follows:
- 3.1.1. Dante – CEO.
 - 3.1.2. Beatrice – CTO.
- 3.2. Initially, each of the Founders agrees to devote his attention and time to the business and affairs of the Company in a scope equivalent to at least a 50% position, or such lower scope as agreed by the Founders (the "**Services**").
- 3.3. Without derogating from the scope of work committed by the Founders in the preceding Section, during the term of this Agreement, the Founders shall not be engaged in any other employment nor be actively involved in any business or other activities with or without compensation, for themselves or for any other person, firm or company, which interfere with the Founder's ability to assign intellectual property rights to the Company within the framework of the Services, without the prior written consent of the Company.
- 3.4. The salary and other engagement conditions of each of the Founders will be entitled to (whether as employees or consultants of the Company), will be mutually determined by the Founders and the Company within the engagement agreements which will be signed later with each of the Founders, taking into account the Company's financial condition and the amounts paid for similar positions in parallel companies.

4. **REPURCHASE RIGHT**

- 4.1. As soon as practicable following the Company's incorporation, each Founder shall enter into a repurchase agreement with the Company, subjecting 90% of the Shares held by him or her to a right of the Company to repurchase the Shares, for par value, and take other actions with respect to the Shares. Without derogating from the generality of the foregoing, the Company's right of repurchase shall lapse over a 3 years period on a 6 months basis as of the Effective Date, such that 1/6 of such restricted portion of the Shares shall be released from the repurchase right upon completion of continuous employment with, or engagement with, the Company.

5. **SHAREHOLDER VOTING; BOARD OF DIRECTORS**

- 5.1. Each Founder shall be entitled to vote in any shareholders meeting of the Company, with the number of votes for each Founder equal to the number of Shares held by such Founder.
- 5.2. The initial board of directors of the Company (the "**Board**") is comprised of two member – Dante and Beatrice.

6. **FINANCING**

- 6.1. The Founders acknowledge that Dante has made a capital contribution to the equity of the Company equal to US\$25,000 (the "**Initial Loan**") on March 20, 2015 which shall be considered a shareholders loan. The Company may make use of the Initial Loan for the operation of the Company, at the Board's sole discretion.
- 6.2. The Initial Loan shall bear a 4% annual interest rate, and shall be repaid prior to any distribution of dividends to the Company's shareholders (according to any applicable law).
- 6.3. In the event that any additional amounts shall be required for the operation of the Company, at the Board's sole discretion, the Founders undertake to assist the Company to raise such financing from external sources, by means of credit lines, guaranties from bank institution/s or external investor/s, as shall be required from time to time. The Founders acknowledge and agree that the Company shall

be entitled to pledge its assets or its shares or any part thereof in order to raise the aforesaid external financing.

7. ARTICLES OF ASSOCIATION

- 7.1. The Parties shall cause the Articles of Association of the Company to include relevant provisions of this Agreement. In case of discrepancy between the provisions of this Agreement and the Articles of Association of the Company, the provisions of this Agreement shall prevail and bind the Parties.

8. NO-SALE; ADDITIONAL RIGHTS

- 8.1. In connection with this Agreement, each of the Founders hereby represents and warrants to the other Founder and the Company, that as of the date of the issuance, the Shares issued to each Founder were, are and shall remain free and clear of all liens (including any interest or equity of any person and any right to acquire, option, or right of preemption) or any mortgage, charge, pledge, assignment, security interest or other encumbrance other than the transfer restrictions as set forth in this Agreement.
- 8.2. Each Founder undertakes not to sell, assign transfer, pledge, hypothecate, mortgage or dispose of, for any consideration, by gift or otherwise, or in any way encumber all of the Shares held by such Founder for a period ending at 24 months following the issuance of the Shares.
- 8.3. Each of the Founders further agrees that their Shares may be subject to standard rights of first refusal, preemptive and tag-along rights as shall be set forth in documents adopted in the context of a financing transaction in the Company or otherwise later agreed by the Founders.

9. IP ASSIGNMENT

- 9.1. All rights, title and interest to intellectual property rights (including all patents, patent applications, trademarks, trademark applications, trade dress, logos, service marks, trade names, corporate names, domain names, URL's, copyrights, business models, business methods, business module, trade secrets, technical data, information and other intangible assets, know-how, technology, processes, applications, algorithms, works of authorship, designs and inventions, computer programs and software, including any source code, object code, firmware, development tools, files, records and data) relating to the business of the Company in the field of epic poetry (the "**Intellectual Property**") held by any of the Founders is hereby irrevocably assigned by the Founders to the Company free and clear of all liabilities, obligations, liens and other encumbrances. Each Founder undertakes to execute any required documents in order to irrevocably assign all such Intellectual Property to the Company free and clear of any rights of the Founders in such Intellectual Property.
- 9.2. Each Founder hereby waives any and all claims and rights against the Company with respect to any rights, titles and interest in the Intellectual Property, including without limitation moral rights.
- 9.3. Each Founder confirms that all actions and development taken and made (if at all) by him in connection with the Intellectual Property were taken and made, and are taken and made, on behalf of and for the benefit of the Company and not in conflict with any other undertaking of the Founder.
- 9.4. For as long as a Founder provides Services to the Company, he agrees that any future Intellectual Property generated by him alone or jointly with any person or entity which is not a party to this Agreement, is hereby, and shall be, assigned irrevocably to the Company and shall be deemed as having initially been included in this assignment.
- 9.5. For the avoidance of doubt, each Founder hereby waives any and all claims and rights, compensation or reward, including, *inter alia*, any rights for royalties with respect to Service

Inventions in accordance with the Israeli Patent Law – 1967 that the Founder may have in connection with the Intellectual Property.

10. CONFIDENTIALITY

10.1. Each Founder shall keep in confidence and shall not use for any purpose whatsoever other than the performance of this Agreement or be disclosed by him to any third party except on a strictly “need to know” basis, any and all information relating, in any way, to the Company and its research and development, marketing and other business activities, which has been, or may in the future be, provided to him by the Company or was, or may in the future be, otherwise obtained by him or the terms of this Agreement, except for information which is or shall be in the public domain not due to any act in breach of law or agreement. Each Founder shall maintain such confidential information using at least reasonable care.

11. NON-COMPETITION AND NON-SOLICITATION.

11.1. During the period in which a Founder provides Services to the Company and for a period of 12 months from the time in which the Founder ceases to provide Services to the Company, such Founder shall not, without the prior written consent of the Company, whether on his own account or on behalf of others, engage, directly or indirectly with or through others, in any activity (i) which utilizes information received as a Founder of the Company or in connection with this Agreement, (ii) which competes with the Company in the field of epic poetry; or (iii) so as to solicit, interfere with or endeavor to entice away from the Company or any of its affiliates, any person, firm or corporation with whom the Company or any of its affiliates shall have any contractual or commercial relationship as an employee, consultant, licensor, joint venturer, supplier, customer, distributor, agent or contractor of any nature, existing or under negotiation, with the Company.

12. MISCELLANEOUS

12.1. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Israel without reference to choice or conflicts of law principles. The Company and Founders each hereby irrevocably consent to the jurisdiction and venue of the competent courts of the district of Tel Aviv, for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

12.2. This Agreement constitutes the full and entire agreement, covenants, promises and understandings between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises and representations made by each Party to the other, written or oral, concerning the subject matter hereof and the terms applicable hereto.

12.3. The failure of a Party at any time to require strict performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.

12.4. Except as set forth herein, neither this Agreement, nor any interest herein, shall be assigned, transferred, hypothecated or otherwise conveyed by a Party without the prior written consent of the other Parties. Any such attempted conveyance in violation of this section shall be null and void.

12.5. Any term of this Agreement may be amended and the severance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent by all the other Parties.

12.6. All notices or other communications provided for in this Agreement shall be in writing and shall be given in person, by registered mail (registered air mail if mailed internationally), by an overnight courier service which obtains a receipt to evidence delivery, or by email, addressed as set forth below, or such other address or email as any Party may designate to the other in accordance with

the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given as of one business day after sending thereof, those given by email and all notices and other communications sent by registered mail shall be deemed given five days after posting or sending.

- 12.7. At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.
- 12.8. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 12.9. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party, it being understood that each Party need not sign the same counterpart. In the event that any signature is delivered in electronic form, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such electronic signature page were an original thereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written and agree to the terms of this Agreement.

DANTE ALIGHIERI

BEATRICE PORTINARI

[Signature Page to Founders Agreement]