<u>Shareholders' Agreement</u>
<u>Made and signed in Rishon LeZion on 29/8/2001</u>

Between:

a. [redacted] - <u>hereinafter: "[redacted]"</u>, Ukrainian Passport No. [redacted].

And:

b. [redacted] - <u>hereinafter: "[redacted]"</u> - ID No. [redacted]

And:

c. [redacted] - <u>hereinafter: [redacted]</u>, ID No. [redacted]

And:

d. [redacted], ID No. [redacted] - the Third Party

Whereas the parties (other than the Third Party) are the shareholders of the corporation [redacted] Company No. [redacted] (hereinafter: "<u>the Company</u>");

And Whereas the parties wish to regulate between themselves and the Third Party the matters of the management of the Company.

<u>Now therefore it is agreed between the parties as follows</u>:

A. <u>Signatory Rights and Appointment of Manager</u>

1. **a. The signatory rights on behalf of the Company shall be vested in [redacted] alone, together with the Company's stamp, and he shall be appointed as the sole manager of the Company.**

   b. [redacted] shall be entitled to transfer and/or assign his signatory right to the Third Party.

c. [redacted] shall handle the hiring and dismissal of employees and their terms of employment.

2. **[redacted] shall have the right to decide on any matter related to the Company, except for material matters in which he shall be required to obtain the consent and approval of Mr. [redacted].**

B. The General Meeting

3. **Material resolutions related to the Company shall be adopted by [redacted], subject to prior approval to be obtained from Mr. [redacted].**

C. Distribution of the Company's Capital

4. **The distribution of the shares in the Company shall be as follows:**

   a. [redacted] **- 50%.**
   b. [redacted] **- 50%**

5. **[redacted] waives the option granted to him to purchase 5% of the share capital.**

D. Transfer of Shares

6. a. Each shareholder shall be entitled to transfer and/or sell his shares to a third party only subject to the consent of the General Meeting.

b. Notwithstanding the aforesaid, the parties agree, and [redacted] agrees, to grant Mr. [redacted], ID No. [redacted], an option for a period of 5

years from the date of signing this Agreement to purchase his shares (50) at a price of $1,000.

Throughout the option period, [redacted] shall not be entitled to sell the shares.

E. <u>Miscellaneous</u>

7. **The Company holds 85 of the shares of [redacted], and it is agreed between the parties that upon any sale of 86 shares or more, [redacted] shall be entitled to receive 50% of the consideration in such sale transaction of the shares of [redacted]**
   The parties are aware that this monetary right does not correspond to, but rather exceeds, [redacted]'s indirect holding (42.5%) in the shares of [redacted]

8. **In any contradiction between this Agreement and previous agreements, this Agreement shall prevail.**

[redacted]	[redacted]
[redacted]	[redacted]