

SUBSCRIPTION AGREEMENT

REACH DIGITAL LTD (an Israeli Corporation)

SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN. THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

REACH Digital Ltd
114 Yigal Alon Street, Floor 11
Tel Aviv, 6744320 State of Israel
Attn: Yair Ravid

Dear Yair:

The undersigned (the “**Purchaser**”) understands that REACH Digital Ltd, an Israeli corporation (the “**Company**”), is offering up to an aggregate of 268,754 shares of its common stock, par value \$0.0001 per share (the “**Securities**”) in a private placement transaction (the “**Offering**”). The Purchaser further understands that the Offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities laws of any state of the United States or of any other jurisdiction, and is being made only to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Private Placement Memorandum of the Company dated May 26, 2021 (the “**Offering Memorandum**”).

1. **Subscription.** Subject to the terms and conditions hereof, the Purchaser hereby irrevocably subscribes for Securities at a price of \$3.72 per share and an aggregate subscription amount as indicated on the signature page hereto (the “**Purchase Amount**”), payable as described in Section 3. The Purchaser acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (this “**Subscription Agreement**”).

2. **Payment for Securities.** The Purchase Amount shall be paid by the Purchaser by sending funds to a trust account maintained by Prime Trust, LLC (“**Prime Trust**”), via the methods described by the online platform found at <https://republic.co> (the “**Site**”) at or prior to the Closing (as defined below). If a subscription is rejected in whole or in part, the Purchaser’s subscription shall be void with respect to the portion so rejected or terminated and the funds received from Purchaser applicable to such rejected or terminated subscription shall be returned promptly to the Purchaser along with all other documents which the Purchaser has executed and/or provided pursuant to the terms and conditions of this Subscription Agreement.

3. **The Closing.** The closing of the purchase and sale of the Securities (the “**Closing**”) shall occur upon the last to occur of the following: (i) receipt by the Company of an executed version of this Subscription Agreement and all information necessary to verify the Purchaser’s status as an accredited investor and (ii) the payment for the Securities subscribed for in this Agreement as provided in Section 2.

4. **Acceptance of Subscription and Issuance of Securities.** It is understood and agreed that the Company shall have the sole right, in its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be considered to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the Purchaser at the Closing

referred to in Section 3 hereof. Further, the Company’s private placement agent, OpenDeal Broker LLC (“*OpenDeal Broker*”) may reject this subscription, in whole or in part, for any reason. Subscriptions need not be accepted in the order received, and the Securities may be allocated among the investors in the Offering. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “*State Securities Laws*”).

5. **Representations and Warranties of the Company.** As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of the State of Israel, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

(b) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable.

6. **Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Company that:

(a) The Purchaser has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the Purchaser hereunder, and such purchase will not contravene any law, rule or regulation binding on the Purchaser or any investment guideline or restriction applicable to the Purchaser. The Purchaser, if an entity Purchaser, validly exists and is in good standing under the laws of the jurisdiction of its formation.

(b) The Purchaser is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(c) The Purchaser has received, has carefully and fully read and fully understands the Offering Memorandum and this Subscription Agreement, and in connection therewith, has had access to all other materials, books, records and documents and information relating to the Company, and has been able to verify the accuracy of, and supplement, the information contained therein to the extent desired by the Purchaser, as determined by the Purchaser in the Purchaser’s sole and absolute discretion.

(d) The Purchaser understands and accepts that the purchase of the Securities involves various risks, including those risks outlined in the Offering Memorandum. The Purchaser represents that it is able to bear any risk of loss associated with an investment in the Securities.

(e) The Purchaser is not relying on any communication (written or oral) of the Company or any of its respective affiliates or representatives, as investment or tax advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided by the Company or any of its respective affiliates shall not be considered investment or tax advice or a recommendation to purchase the Securities, and that neither the Company nor any of its respective affiliates is acting or has acted as an advisor to the Purchaser in deciding to invest in the Securities. The Purchaser acknowledges that none of the Company nor any of its respective affiliates has made any representation regarding the proper characterization of the Securities for purposes

of determining the Purchaser's authority to invest in the Securities.

(f) The Purchaser understands that, unless the Purchaser notifies the Company in writing to the contrary at or before the Closing, each of the Purchaser's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Purchaser.

(g) The Purchaser acknowledges that the Company has the right in its sole and absolute discretion to abandon the Offering at any time prior to the completion thereof. In such event, this Subscription Agreement shall thereafter have no force or effect and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the Purchaser.

(h) The Purchaser understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(i) The Purchaser has such knowledge, skill and experience in business, financial and investment matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Purchaser's own professional advisors, to the extent that the Purchaser has deemed appropriate, the Purchaser has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Purchaser has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Purchaser is able to bear the risks associated with an investment in the Securities.

(j) The Purchaser is an "accredited investor" as defined in Rule 501(a) under the Securities Act. The Purchaser agrees to furnish any additional information requested by the Company or any of its respective affiliates or agents to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities. Any information that has been furnished or that will be furnished by the Purchaser to evidence its status as an accredited investor is accurate and complete, and does not contain any misrepresentation or material omission.

(k) The Purchaser is acquiring the Securities solely for the Purchaser's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Purchaser understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Purchaser and of the other representations made by the Purchaser in this Subscription Agreement. The Purchaser understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(l) The Purchaser understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "*SEC*") provide in substance that the Purchaser may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and the Purchaser understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Consequently, the Purchaser understands that the Purchaser must bear the economic risks of the investment in the Securities for an indefinite period of time.

(m) The Purchaser's financial condition is such that Purchaser has no need for liquidity with respect to its investment in the Securities for an indefinite period of time and no need to satisfy any existing or contemplated undertaking or indebtedness or for any other purpose. The Purchaser is not seeking a current cash return with respect to Purchaser's investment in the Securities. The Purchaser is able to bear the economic risk of his/her/its investment in the Securities for an indefinite period of time, including the risk of losing all of his/her/its investment. The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to Purchaser's net worth, and purchase of the Securities will not cause such overall commitment to become excessive.

7. **Covenants of the Purchaser.**

(a) The Purchaser agrees: (A) that the Purchaser will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; and (B) that any certificates representing the Securities will bear a legend making reference to the foregoing restrictions. The Purchaser agrees that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

8. **Obligations Irrevocable.** The obligations of the Purchaser shall be irrevocable.

9. **Legend.** Any certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS, OR HAS EXPLICITELY WAIVED SUCH OPINION OF COUNSEL REQUIREMENT.”

10. **Waiver, Amendment.** Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. **Assignability.** Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Purchaser without the prior written consent of the other party.

12. **Waiver of Jury Trial.** THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

13. **Submission to Jurisdiction.** With respect to any suit, action or proceeding relating to any

offers, purchases or sales of the Securities by the Purchaser (“*Proceedings*”), the Purchaser irrevocably submits to the jurisdiction of the federal or state courts located in San Francisco, California, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

14. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

15. **Notices.** All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:

114 Yigal Alon Street, Floor 11
Tel Aviv, 6744320 State of Israel
yair@reachhq.com
Attention: Yair Ravid, CEO

with a copy to:

Ross Law Group, PLLC
33 West 60th Street
New York, NY 10023
Gary@RossLawGroup.co
Attention: Gary J. Ross, Esq.

If to the Purchaser:

The contact information found on the signature page to this Subscription Agreement.

16. **Section and Other Headings.** The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

17. **Binding Effect.** The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

18. **Survival.** All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments which are not material or which are to the benefit of the Purchaser and (iii) the death or disability of the Purchaser.

19. **Notification of Changes.** The Purchaser hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the Purchaser contained in this Subscription Agreement to be false or incorrect.

20. **Severability.** If any term or provision of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **Counterparts.** This Subscription Agreement may be executed in any number of

counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and delivered.

INDIVIDUALS

ENTITIES

Name of individual subscriber

Name of entity subscriber

Signature of individual subscriber

By: _____

Name:

Title:

Address:

Email:

Address:

Email:

Name of individual co-subscriber (if any)
(Please type or print)

Signature of individual co-subscriber (if any)

Address:

Email:

Accepted and Agreed:

REACH DIGITAL LTD

By _____

Name: Yair Ravid

Title: CEO