
Vootto Air Purifier LTD

an Israeli Limited Liability Company

SUBSCRIPTION AGREEMENT

ORDINARY SHARES

IN THE EVENT YOU DECIDE NOT TO PURCHASE THE ORDINARY SHARES PURSUANT TO THE TERMS AND CONDITIONS OF THIS OFFERING, PLEASE DESTROY ANY COPIES (INCLUDING ELECTRONIC COPIES) OF THIS SUBSCRIPTION AGREEMENT.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FOREIGN, FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE 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 WITHOUT A CHANGE IN THEIR LIFESTYLE.

**Vootto Air Purifier Ltd.
6 Kompert St,
Tel-Aviv Israel 6684923**

1. Background. Vootto Air Purifier Ltd., an Israeli limited liability company (the “*Company*”), is offering an aggregate of \$1,500,000 of its ordinary shares, NIS 0.01 par value, (each a “*Share*” and, collectively, the “*Shares*” or “*Securities*”) at a price of \$2.463 per Share (“*Purchase Price per Share*”) to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act) in reliance upon an exemption from securities registration afforded by the provisions of Regulation D under the Securities Act (the “*Offering*”). The Shares have the rights, preferences, privileges, and priorities specified in the Company’s Amended and Restated Articles of Association, as they may be further amended from time to time (the “*Articles*”), however, the undersigned will be required to execute a Power of Attorney that allows the Company’s Chief Executive Officer to vote its Ordinary Shares. Thus, the undersigned will essentially never be able to vote upon any matters of the Company or control its day-to-day operations.

2. Subscription. On or about [Date of the Subscription Agreement], subject to the terms of this Subscription Agreement (together with the Exhibits hereto, the “*Agreement*”), and the Private Placement Memorandum (the “*Memorandum*”) (together, the “*Offering Documents*”) the undersigned hereby subscribes to purchase the number of Shares equal to the quotient of the undersigned’s subscription amount divided by the Purchase Price per Share and shall pay the aggregate purchase price. Such subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned on the Company’s behalf. The undersigned acknowledges that any fractional shares to be issued in connection with the purchase of the Shares shall be rounded down to the nearest whole share and expressly waives any fractional interests or payments in lieu thereof.

3. Closing. The undersigned will be required to electronically deliver to the Company, through the online platform found at <https://republic.co> (the “**Platform**”) a fully completed, dated and signed copy of this Agreement in addition to any documents requested by the Company and its agents, including OpenDeal Broker LLC dba the Capital R (“**ODB**”) and its representatives, for the purpose of satisfying the Company’s due diligence obligations prior to the Offering Deadline (as defined below) and send full payment of any consideration to the payment and escrow agent, Prime Trust, LLC (“**Prime Trust**”) to effect its purchase of the Shares. Upon acceptance of the investment, the Company shall provide the Investor with a non-binding English translation of the Articles.

4. Escrow Contingency. The Offering is being conducted contingent on a minimum sale of Shares of \$100,000.00 (the “**Minimum Offering Amount**”). If the sum of the investment commitments does not equal or exceed the Minimum Offering Amount at the Offering Deadline (as defined in the Private Placement Memorandum), no Shares will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned, provided that the Company may extend the Offering Deadline one or more times at its sole discretion.

5. Termination of the Offering. The undersigned understands that the Company may terminate the Offering at any time and the Company and/or ODB may accept or reject any subscription, in whole or in part and reject the undersigned for any reason in its sole and absolute discretion. If the undersigned is rejected, any payment remitted by the undersigned will be returned without interest. Additionally, the undersigned further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.

5. Representations. The undersigned represents and warrants to the Company and the Company’s agents as follows:

(a) The undersigned understands and accepts that the purchase of the Shares involves various risks some of which are enumerated in this Agreement. The undersigned can bear the economic risk of this investment and can afford a complete loss thereof; the undersigned has sufficient liquid assets to pay the full purchase price for the Shares; and the undersigned has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the undersigned’s investment in the Company.

(b) The undersigned maintains his or her domicile (and is not a transient or temporary resident) at the address provided.

(c) The undersigned acknowledges that at no time has it been expressly or implicitly represented, guaranteed, or warranted to the undersigned by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Shares.

(d) The undersigned is familiar with the business and financial condition and operations of the Company. The undersigned has had access to such information concerning the Company and the Shares as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Shares. The undersigned understands, acknowledges and agrees that the undersigned has carefully read this Agreement, including all attachments and exhibits hereto, as well as all information contained in the Offering Documents.

(e) The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and

warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, considering all information received by the undersigned.

(f) The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Agreement shall thereafter have no force or effect and any previously paid subscription price of the Shares shall be returned without interest thereon, to the undersigned.

(g) The undersigned understands that no foreign, federal or state agency has passed upon the merits or risks of an investment in the Shares or made any finding or determination concerning the fairness or advisability of this investment.

(k) The undersigned confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting or otherwise) an of investment in the Shares or (ii) made any representation to the undersigned regarding the legality of an investment in the Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Shares, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Shares is suitable and appropriate for the undersigned.

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

(m) The undersigned is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The undersigned is acquiring the Shares solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Shares. The undersigned understands that the Shares have not been registered under the Securities Act or any foreign or state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(n) The undersigned understands that the Shares are restricted from transfer for a period under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the undersigned may dispose of the Shares only pursuant to an effective registration statement under the Securities Act, or an exemption therefrom. Further, the undersigned must adhere to additional restrictions on the transfer of the Shares, as set forth in the Company's Articles, including obtaining the consent of the Company's Board of Directors. The undersigned understands that the Company has no obligation or intention to register any of the Shares, or to act to permit sales pursuant to the Securities Act. Even if the Shares become freely transferable, a secondary market in the Shares may not develop.

Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Shares for an indefinite period.

(o) All information provided by the undersigned to the Company in connection with the purchase of the Shares is true, correct, and complete as of the date set forth hereof, and if there should be any change in such information, the undersigned shall immediately provide the Company with such information. The undersigned is not subject to backup withholding of interest or dividends by the Internal Revenue Service.

(p) The undersigned represents and warrants to, and covenants with , the Company that (i) the undersigned has full right, power, authority and capacity to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement, and (ii) this Agreement constitutes a valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms, except as enforceability may be limited by applicable law.

(q) If the undersigned is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the undersigned hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The undersigned's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the undersigned's jurisdiction.

(r) Neither the undersigned, nor any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers, is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(s) The undersigned understands that Adv. David Frank acts as counsel to the Company (the "**Counsel**"), the CEO and certain of their affiliates. The Subscriber also understands that, in connection with the Offering and subsequent advice to the Company, Counsel will not be representing investors in the Company, including the undersigned, and no independent counsel has been retained to represent investors in the Company, nor shall Counsel be liable for the representations prescribed in the Offering Documents.

(t) The undersigned understands that the Company may recall the undersigned's Shares if they have been issued to the undersigned in violation of the terms of the Offering Documents or applicable law.

(u) The undersigned acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "**FATCA Provisions**"). In furtherance of these efforts, the undersigned agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The undersigned acknowledges and agrees that, notwithstanding

anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the undersigned and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the undersigned shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

(v) The undersigned, if not an individual person (or persons), hereby certifies that the undersigned was not formed for the specific purpose of investing in the Company.

6. **HIGH RISK INVESTMENT. THE UNDERSIGNED UNDERSTANDS THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK.** The undersigned acknowledges that (a) any projections, forecasts or estimates as may have been provided to the undersigned are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the “*IRS*”), audit adjustment, court decisions or U.S. and foreign legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the undersigned has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

7. **Company Representations.** The undersigned understands that upon issuance to the undersigned of any Shares, the Company will be deemed to have made following representations and warranties to the undersigned as of the date of such issuance:

(a) **Corporate Power.** The Company has been duly formed as an Israeli limited liability company on November 2, 2017 and, has all requisite legal and corporate power and authority to conduct its business as currently being conducted and to issue and sell the Shares to the undersigned pursuant to this Agreement.

(b) **Enforceability.** This Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) **Valid Issuance.** The Shares, when issued, sold, and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Agreement, the Articles, or under applicable laws, and liens or encumbrances created by or imposed by a subscriber.

(d) **No Conflict.** The execution, delivery and performance of and compliance with this Agreement and the issuance of the Shares will not result in any violation of, or conflict with, or constitute a default under the Articles and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts,

or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

8. Indemnification. The undersigned agrees to indemnify and hold harmless the Company and its Directors, Office Holders and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of the undersigned's representations and warranties contained herein.

9. Market Stand-Off. If so requested by the Company or any representative of the underwriters (the "**Managing Underwriter**") in connection with any underwritten offering of securities of the Company under the Securities Act, the undersigned (including any successor or assign) shall not sell or otherwise transfer any Shares or other securities of the Company during the 30-day period preceding and the 180-day period following the effective date of a registration of the Company filed under the Securities Act for such public offering (or such shorter period as may be requested by the Managing Underwriter and agreed to by the Company) (the "**Market Standoff Period**"). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period.

10. Notices. All notices or other communications given or made hereunder shall be in writing and shall be mailed, by registered or certified mail, return receipt requested, postage prepaid, or sent by email, or otherwise actually delivered, to the undersigned's address provided to the Platform or to the Company at the address set forth at the beginning of this Agreement, or such other place as the undersigned or the Company from time to time designate in writing.

11. Governing Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by Israeli law without regard to the principles of conflicts of laws.

12. Entire Agreement. This Agreement (including all attachments and exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

14. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Electronic Execution and Delivery. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding, and effective for all purposes.

[Signature Page Follows]

**SIGNATURE PAGE
TO
SUBSCRIPTION AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

Number of Shares: _____

Aggregate Purchase Price: _____

COMPANY:

Vootto Air Purifier Ltd.

By: _____

Name: Ron Eyal

Title: Chief Executive Officer

E-mail: ron@vootto.com

SUBSCRIBER:

By: _____

Name: _____

Title: _____

Address: _____

E-mail: _____

[End of Signature Page]

Exhibit A

Power of Attorney

1. The undersigned, as principal, hereby appoints the Company's Chief Executive Officer (the "**CEO**") as its true and lawful representative and attorney-in-fact, in its name, place, and stead, to make, execute, sign, acknowledge, swear to, and file:

(a) any partnership certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument, or document of any kind necessary, desirable, or appropriate to accomplish the business, purpose, and objectives of the Company, or required by any applicable federal, state, local, or foreign law;

(b) the Articles and any amendment duly approved as provided therein; and

(c) any and all instruments, certificates, and other documents that may be deemed necessary or desirable to effect the winding-up and termination of the Company (including, without limitation, a Certificate of Cancellation of the Certificate of the Limited Liability Company).

2. The undersigned hereby appoints the CEO, or his successor, to vote on his behalf in the Company's general meetings, shareholder meetings and other occasions that may require a vote of the undersigned.

This Power of Attorney is coupled with an interest, is irrevocable, shall survive and shall not be affected by the subsequent disability, incompetency, termination, bankruptcy, insolvency, or dissolution of the undersigned; In the event the undersigned wishes to transfer, sell, hypothecate or otherwise assign any Shares, the undersigned hereby agrees to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a power of attorney with the CEO substantially identical to this Power of Attorney.

Exhibit B

Privacy Notice

At Vootto Air Purifier Ltd, maintaining the trust and confidence of our investors is of paramount importance. We are committed to safeguarding your personal information and providing you with facts and options about how this information may be shared.

This notice replaces all previous statements of our consumer privacy policy, and may be amended at any time. We will provide you with annual reminders of our policies and with revised policies if there are any changes in how we handle your personal information. If you end your relationship with us, we will continue to adhere to the policies and practices described in this notice. If you have any questions about this privacy policy you may contact us at ron@vootto.com.

Information That We Collect. In connection with providing you with our services, we obtain nonpublic personal information about you that may include the following:

- Information that we receive from you in subscription documents or other forms including your name, address, social security number, assets, and income.
- Information about your investments with us.

Information That We Share. We, along with our affiliates use or share information in a limited and carefully controlled manner. We do not disclose any nonpublic information about our investors or former investors to anyone, except as permitted by law. Instances in which we may be required to share your information include:

- Disclosure to companies that provide services necessary to effect a transaction that you request or to service your account, such as prime brokers, accountants, attorneys, or administrators.
- Disclosure to companies that provide services to us or our affiliates, such as attorneys, marketing or placement agents or consultants. We require such persons to protect the confidentiality of your nonpublic personal information and to use the information only for purposes for which it is disclosed to them.
- Disclosure to government agencies, courts, parties to lawsuits, or regulators in response to subpoenas. In such cases, we share only the information that we are required or authorized to share.

Confidentiality and Security. Only those persons who need your information to perform their jobs have access to it. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to protect your information. Our employees have limited access to your personal information based upon their responsibilities. All employees are instructed to protect the confidentiality of your personal information as described in these policies, which are strictly enforced.