

SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT is entered into as of February __, 2019 (the “**Effective Date**”), by **Books on Map Ltd.**, an Israeli company (the “**Company**”) and Deddi Zucker (Israeli I.D. Number _____) (the “**Founder**”) in connection with that certain Share Purchase Agreement (“**SPA**”) between the Company, the Founder and the Investor (as such terms are defined in the SPA) of even date herewith. Terms not otherwise defined herein shall have the meaning ascribed to them under the SPA.

RECITALS

WHEREAS, the Founder is the owner of 5,883 Ordinary Shares, nominal value NIS 0.01 each, of the Company as of the date hereof (the “**Founder Shares**”); and

WHEREAS, each of the parties hereto acknowledges that the extension of the Investment Amount to the Company under the SPA, including the determination of the terms thereof is made, in part, on the basis of the expectation that the Founder, who holds the Founder Shares by virtue of the incorporation of the Company, will dedicate his time and attention to the Company for a period of at least one (1) year following the Closing and that an adjustment is required in the event that the foregoing expectation is not fulfilled; and

WHEREAS, in order to accomplish such adjustment, and in order to induce the Investor to enter into the SPA, the Founder hereby agrees to the imposition of contractual restrictions with respect all of the Founder Shares, and the Founder and the Company hereby agree that this Agreement shall govern the right of the Company to repurchase under certain circumstances the Restricted Shares, for no consideration, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions**

The following terms shall have the meanings ascribed to them below:

- 1.1 “**Deemed Liquidation**” shall have the meaning set forth in the Amended Articles (as defined below).
- 1.2 “**IPO**” shall have the meaning set forth in the Amended Articles.
- 1.3 “**Ordinary Shares**” shall mean Ordinary Shares of the Company, of no nominal value.
- 1.4 “**Restricted Share(s)**” shall mean 1,676 Ordinary Shares which are subject to the Repurchase Right (as defined below), as the same may be adjusted for any share split, share combination, issuance of bonus shares or any other reclassification or recapitalization event which occurs hereafter, each a “**Recapitalization Event**”.
- 1.5 “**Unrestricted Shares**” shall mean any of the Ordinary Shares of the Founder which are not Restricted Shares, at any given time, including any Restricted Shares which are released from Repurchase Right pursuant to the terms hereof,

and are no longer subject to the restrictive provisions hereof (other than such restrictions, if any, as may be imposed by virtue of the Company's Amended and Restated Articles of Association of the Company, as amended from time to time (the "**Amended Articles**") and/or any Shareholders Agreement to which the Founder is a party).

- 1.6 "**Cause**" shall mean (i) the Founder's conviction of, or plea of "guilty" or "no contest" to, a felony, fraud perpetrated or any crime involving moral turpitude; (ii) the Founder's intentional conduct causing injury to the Company, monetarily or otherwise or willful misconduct or fraud; (iii) the Founder's breach of fiduciary duty towards the Company; or (iv) any other act, omission or circumstances under which the Founder would not be entitled to receive or would have been denied severance pay under applicable laws.
- 1.7 "**Good Reason**" shall mean a voluntary termination of the Service by the Founder, within thirty (30) days following: (i) a reduction of more than 15% in the Founder's level of compensation (including, without limitation, base salary, fringe benefits and target bonus under any performance based bonus or incentive programs), other than in the course of a general reduction of compensation to all Company's employees on the same managerial level; or (ii) a diminution in the nature or scope of the Founder's authority, duties or responsibilities, as an employee of the Company, in effect prior to such diminution, *provided however* that change in the position of the Founder to other Office Holder (as defined in Section 1 to the Companies Law 5759-1999) position in the Company, shall not be considered Good Reason and *provided further* that a change in position as part of a Deemed Liquidation shall not, in itself, constitute "Good Reason".
- 1.8 "**IPO**" shall have the meaning set forth in the Amended Articles.
- 1.9 "**Permanent Disability**" shall mean the inability of the Founder to perform the functions of his position by reason of any medically diagnosed physical or mental impairment which is expected to result in death or has lasted for a continuous period of six (6) months or more. A determination of such Disability will be made by a physician reasonably acceptable to the Company.
- 1.10 "**Service**" shall mean service as an employee, consultant or other service provider of the Company.
- 1.11 "**Transfer**" shall mean to transfer, assign, sell, encumber or otherwise dispose of.
- 1.12 "**Transferee**" shall mean any person to whom the Founder has directly or indirectly Transferred any Restricted Share.

2. **The Restricted Shares**

- 2.1 Release of Restricted Shares. 100% of the Restricted Shares shall, subject to the Founder's continued Service with the Company, become Unrestricted Shares and be released from the Right of Repurchase and the restrictive provisions hereof on the first anniversary of the Effective Date.
- 2.2 Acceleration. Notwithstanding the foregoing:

- 2.2.1 Upon the consummation of a Deemed Liquidation or an IPO, 100% of the then Restricted Shares shall become Unrestricted Shares and be released from the Right of Repurchase and the restrictive provisions hereof.
- 2.2.2 Upon the termination of the Service of the Founder by the Company without Cause, 100% of the then Restricted Shares shall become Unrestricted Shares and be released from the Right of Repurchase and the restrictive provisions hereof.
- 2.2.3 Upon the termination of the Service of the Founder has been terminated by the Founder for Good Reason, 100% of the then Restricted Shares shall become Unrestricted Shares and be released from the Right of Repurchase and the restrictive provisions hereof.
- 2.2.4 Upon the death or Permanent Disability of the Founder, 100% of the then Restricted Shares shall become Unrestricted Shares and be released from the Right of Repurchase and the restrictive provisions hereof.
- 2.3 Transfer of Restricted Shares. The Founder shall not Transfer any Restricted Shares, except as provided in this Section 2.3. The Restricted Shares may only be Transferred (i) to any beneficiary designation or by will or intestate succession of the Founder; or (ii) to the members of the Founder's immediate family; or (iii) to any corporation or other entity wholly owned by the Founder; provided that in any case the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. Notwithstanding any permitted Transfer of the Restricted Shares, the provisions of this Agreement shall continue to apply to the Restricted Shares. The Company shall not be required to: (i) transfer on its books any Restricted Shares that have been Transferred in contravention of this Agreement; or (ii) treat as the owner of Restricted Shares, or otherwise to accord voting, dividend or other rights to, any Transferee to whom Restricted Shares have been Transferred in contravention of this Agreement.
- 2.4 Rights as a Shareholder. Subject to the terms and conditions of this Agreement, the Founder shall have all the rights of a shareholder of the Company with respect to the Restricted Shares, until such time as the Restricted Shares are disposed of or the Right of Repurchase hereunder is exercised, but only with respect to the Restricted Shares being repurchased upon such exercise of right.

3. Right of Repurchase

- 3.1 Right of Repurchase. Subject to the acceleration provisions of Section 2.2, the Company shall have a right (but not an obligation) to repurchase for no consideration all or any portion of the Restricted Shares existing as of the effective date of termination of the Founder's Service either by the Company for Cause or by the Founder not for Good Reason (any of the foregoing, a "**Trigger Event**") (the "**Right of Repurchase**"). All Restricted Shares with respect of which the Right of Repurchase has lapsed pursuant to Sections 2.1 or 2.2 above will cease to be deemed Restricted Shares and shall not be subject to the Right of Repurchase.

- 3.2 Exercise of Right of Repurchase. The Right of Repurchase shall be exercisable by written notice delivered by the Company to the Founder (the “**Company’s Notice**”) within ninety (90) days following a Trigger Event (the “**Repurchase Period**”). The Company’s Notice shall be final and binding upon the Founder and any Transferee or successor thereof. In the event that the Company does not provide the Company’s Notice within the Repurchase Period for any reason, the Company shall be deemed as having provided such notice and elected to exercise its Right of Repurchase hereunder, unless the Company explicitly waived its Right of Repurchase in writing.
- 3.3 Termination of Rights. Following the exercise of the Right of Repurchase, the Founder shall no longer have any rights of any kind with respect to the Restricted Shares so repurchased. Such Restricted Shares shall be deemed to have been repurchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.
- 3.4 Should the Company be unable to exercise the Right of Repurchase when eligible to do so under this Agreement, due to an impairment of its capital at the pertinent time or otherwise under applicable law, then in such event the Company shall be entitled at its sole discretion either to (a) assign the Right of Repurchase to: (i) the Company’s shareholders, pro-rata to their respective holdings at the time (but excluding the Founder), or (ii) an escrow agent designated by the Company, whereupon the repurchased shares shall become dormant shares for so long as they are held by such escrow agent; or (b) extend the Repurchase Period, until such time that the Company is able to exercise such right. The Founder hereby irrevocably agrees to such assignment and acknowledges the rights of the Company shareholders pursuant to it.
- 3.5 Right of Repurchase - Additional Shares or Substituted Securities. In the event of a declaration of a dividend, spin-off, share split or consolidation, recapitalization or a similar transaction affecting the Company’s outstanding share capital without receipt of consideration, any new, substituted or additional securities or other property (including money paid other than as an ordinary cash dividend) which are by reason of such transaction distributed with respect to any then Restricted Shares, or into which any then Restricted Shares may be converted, shall immediately be subject to the Right of Purchase. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the number and/or class of the Restricted Shares.
- 3.6 Conversion to Deferred Shares. Without derogating from the other provisions of this Agreement, the Board of Directors of the Company (excluding the Founder), may elect, instead of exercising the Right of Repurchase, to convert the Restricted Shares into non-voting deferred shares of the Company, entitled to no rights whatsoever except for the right to receive payment of their nominal value upon the liquidation, dissolution or winding-up of the Company, subject to the provisions of the Articles of Association of the Company, as in effect from time to time, or make any changes or amendments to the corporate documents of the Company in order to strip the Restricted Shares of any rights or privileges such shares may have.

4. **Deemed Illegality of this Agreement.** The parties agree that in the event that this Agreement or any part thereof shall at any time be deemed illegal pursuant to the Israeli law forbidding receipt of securities from an employee (חוק איסור קבלת ביטחונות מעובד , תשע"ב-2012) (subject to receipt of a legal opinion to that effect), then the parties shall negotiate in good faith and execute any document reasonably necessary in order to alleviate such illegality and obtain the same commercial result detailed herein.

5. **Miscellaneous**

- 5.1 **Successors and Assigns.** Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Founder and the Founder's legal representatives, heirs, legatees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof. Except as otherwise provided herein, the Founder shall not assign any of its rights or obligations hereunder without the prior written consent of the Company.
- 5.2 **No Retention Rights.** Nothing in this Agreement shall confer upon the Founder any right or on the Company any obligation to continue the Service of the Founder for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company, or of the Founder, which rights are hereby expressly reserved by each, to terminate the Service of the Founder at any time and for any reason, with or without Cause, but all subject to each party's rights, limitations and restrictions as set forth herein.
- 5.3 **Notices.** Any notice sent by prepaid registered mail by one party to the other shall be deemed to have been received by the addressee within three business days of its dispatch, and if delivered by hand, at the time of its delivery.
- 5.4 **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof.
- 5.5 **Waivers.** The failure or delay of either party hereto at any time or times to require performance of any provisions hereof shall in no manner affect this right at a later time. No waiver by any party hereto of a breach of any term contained in this Agreement, in any one or more instance, shall be deemed or construed as a further or continuing waiver of any such breach or a waiver of a breach of any other form.
- 5.6 **Amendments.** This Agreement may be amended only with the consent of all parties hereto.
- 5.7 **Severability.** In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 5.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Israel.

5.9 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. Counterparts executed and delivered via facsimile or any kind of electronic transmission shall be deemed original.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first hereinabove set forth.

DEDDI ZUCKER

Signature: _____

BOOKS ON MAP LTD.

By: _____

Name: _____

Title: _____