

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Pursuant to Regulation D, Rule 506(c)

VOOTTO AIR PURIFIER LTD.

AN ISRAELI LIMITED LIABILITY COMPANY

MINIMUM INVESTOR AMOUNT: \$10,000

**UP TO \$1,500,000
IN
ORDINARY SHARES**

JUNE 15, 2021

IMPORTANT NOTICES

This Confidential Private Placement Memorandum (this “*Memorandum*”) has been prepared on a strictly confidential basis to enable the recipient to evaluate the offering of ordinary shares, NIS 0.01 par value (the “*Ordinary Shares*” or “*Securities*”) described therein. Each recipient, by accepting delivery of this Memorandum, agrees not to make a copy of the same or to divulge the contents hereof to any person other than a legal, business, investment or tax advisor in connection with obtaining the advice of any such persons with respect to this offering.

Unless the context requires otherwise, in this Memorandum the terms “*Company*,” “*Vootto*,” “*Issuer*,” “*we*,” “*us*” and “*our*” refer to Vootto Air Purifier LTD., an Israel Limited Liability Company. Purchasers of Securities are sometimes referred to herein as “*Purchasers*” or “*Investors*”.

Each recipient hereof acknowledges and agrees that (i) the contents of this Memorandum constitute proprietary and confidential information, (ii) the Company and its affiliates derive independent economic value from such confidential information not being generally known, and (iii) such confidential information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the contents of this Memorandum are a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Company. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, is prohibited. The existence and nature of all conversations regarding the Company and this offering must be kept confidential. Each recipient hereby agrees to destroy any copies (including electronic copies) of this Memorandum promptly upon request of the Company.

This Memorandum has been prepared in connection with a private offering of the Securities (the “*Offering*”) to accredited investors in reliance on Regulation D, Rule 506(c) under the Securities Act of 1933, as amended (the “*Securities Act*”). Each Investor 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 the subscription agreement together with exhibits (the “*Subscription Agreement*”) in addition to any documents requested by the Company and its agents, including OpenDeal Broker LLC 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 Securities. This Memorandum contains a summary of the terms of the Securities and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete and are subject to and qualified in their entirety by reference to the Company’s Amended and Restated Articles of Association as they may be further amended from time to time (the “*Articles*”) and the Subscription Agreement. If descriptions or terms in this Memorandum are inconsistent with or contrary to descriptions or terms in the Articles or the Subscription Agreement, the Articles or the Subscription Agreement, as applicable, shall control. Each prospective Purchaser should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing. The Company reserves the right to modify the terms of

this Offering and the Securities described in this Memorandum, and the Securities are offered subject to the Company's ability to reject any commitment in whole or in part.

An investment in the Securities involves a high degree of risk, volatility and illiquidity. A prospective Purchaser should thoroughly review the confidential information contained herein as well as in the Subscription Agreement and carefully consider whether an investment in the Securities is suitable to the Investor's financial situation and goals.

Investors should make their own investigations and evaluations of the Securities that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any investment, Investors will be given the opportunity to ask questions of and receive answers and additional information from the Company concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Investors should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Securities upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition. Nothing in this Memorandum should be construed as legal or tax advice.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "*SEC*") nor any other federal, state or foreign regulatory authority has approved an investment in the Securities. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense. This Memorandum is not, and under no circumstances is to be construed as a prospectus or advertisement for a public offering of the Securities referred to therein.

The Company has engaged OpenDeal Broker LLC dba the Capital R ("*ODB*") to provide a landing page for the Company's Offering and perform related services, including broker-dealer services. The Company has agreed to pay a fee to ODB equal to six percent (6.0%) of the dollar value of the Securities issued to Investors in this Offering. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering. The securities commission will increase the maximum amount of Securities offered by the Company.

Except as otherwise noted, all references herein to "\$" or monetary amounts refer to United States ("*U.S.*") dollars.

EXCLUSIVE NATURE OF THIS MEMORANDUM

The Company has not authorized any person to provide any information or to make any representations except to the extent contained in this Memorandum and the Subscription Agreement including all exhibits and annexes thereto. If any such representations are given or made such information and representations must not be relied upon as having been authorized by the Company.

RESTRICTED AND UNREGISTERED SECURITIES

The Securities have not been nor shall they be registered under the Securities Act, or any other law or regulation governing the offering, sale or exchange of securities in the United States or any other jurisdiction. This Offering is being made to “accredited investors” as defined in Rule 501(a) of Regulation D of the Securities Act. Prospective Investors must acknowledge the fact that the Ordinary Shares will be treated as securities by US regulators, including the SEC and that accordingly they will be subject to mandatory securities holding periods that apply to restricted securities, which can only be transferred subject to certain SEC rules, such as but not limited to SEC Rule 144 (See ‘*Additional Notice; Reliance Upon Specific Registration Exemptions,*’ ‘*Restrictions on Transfer*’ and ‘*Risk Factors*’). We will not be required nor do we currently intend to offer to exchange the Securities for any securities registered under the Securities Act or any other law or register the Securities for resale under the Securities Act. The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the “*Investment Company Act*”). Consequently, Investors will not be afforded the protections of the Investment Company Act.

RESTRICTIONS ON TRANSFER

Due to the fact that these Ordinary Shares have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor.

Any transfer, sale or other disposition of the Ordinary Shares requires the prior written consent of the Company and any transfer must comply with the Securities Act, including any available exemptions from registration under the Securities Act. While Rule 144 under the Securities Act provides an exemption from registration under the Securities Act in connection with the resale of limited amounts of Ordinary Shares in certain circumstances, the exemption under Rule 144 may not be available to Investors because the Company does not now and does not intend in the future to make available the public information required by Rule 144. Additionally, a trading market for the Ordinary Shares may not develop sufficiently to satisfy the “broker’s transactions” requirement of Rule 144. In the absence of the availability of Rule 144, any disposition of the Ordinary Shares will require registration or compliance with an exemption from the Securities Act and applicable state securities laws. The Company is not obligated to register for sale under either federal or state securities laws the Ordinary Shares purchased pursuant hereto, and the issuance of the Ordinary Shares is being undertaken pursuant to Rule 506(c) of Regulation D under the Securities Act.

Furthermore, the prospective Investor must adhere to additional restrictions on the transfer of the Ordinary Shares as set forth in the Company’s Articles, and obtain the consent of the Company’s Board of Directors prior to a transfer.

The Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. There is no public market for the Securities and no public market is expected to develop in the future.

FORWARD-LOOKING STATEMENT DISCLOSURE

Certain statements in this Memorandum constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like “may,” “should,” “estimates,” “expects,” “anticipates,” “plans,” “intends,” “believes”, “projects,” “indicates, or the negative of these words or other variations or similar expressions or terminology. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of the Company may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading ‘*Risk Factors*’ which recipients of this Memorandum should carefully consider. These factors include, but are not limited to, risks that our products may not receive the level of market acceptance anticipated; anticipated funding may prove to be unavailable; intense competition in our market may result in lower than anticipated revenues or higher than anticipated costs, and general economic conditions, such as the rate of employment, inflation, interest rates and the condition of the capital markets may change in a way that is not favorable to us. This list of factors is not exclusive. We undertake no obligation to update any forward-looking statements.

ADDITIONAL NOTICE; RELIANCE UPON SPECIFIC REGISTRATION EXEMPTIONS

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF COLORADO

THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM OR

CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY "ACCREDITED INVESTORS" AS DEFINED BY RULE 501 OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

NOTICE TO RESIDENTS OF CONNECTICUT

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO RESIDENTS OF FLORIDA

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH OFFEREE WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO SECTION 517.061(11) IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061 OF THE FLORIDA ACT IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE.

NOTICE TO RESIDENTS OF GEORGIA

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10- 5-9 OF THE "GEORGIA SECURITIES ACT OF 1973," AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO RESIDENTS OF MARYLAND

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

NOTICE TO RESIDENTS OF NEW HAMPSHIRE

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT

THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE NEW HAMPSHIRE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER NEW HAMPSHIRE RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO RESIDENTS OF NEW MEXICO

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF NEW YORK

THIS IS NOT A FIRM OFFER IN THE STATE OF NEW YORK. NO FIRM OFFER MAY BE MADE IN NEW YORK, AND NO SUBSCRIPTION PAYMENT, DEPOSIT, OR SUBSCRIPTION COMMITMENT MAY BE RECEIVED UNLESS AN EXEMPTION IS GRANTED FROM THE FILING OF AN OFFERING STATEMENT OR PROSPECTUS UNDER NEW YORK LAW. THIS PRELIMINARY OFFERING LITERATURE IS SUBJECT TO REVISION AND AMENDMENT.

NOTICE TO RESIDENTS OF NORTH DAKOTA

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF OREGON

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO

RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. YOU WILL NOT BE ABLE TO TRANSFER OR RESELL THESE SECURITIES EXCEPT PURSUANT TO REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 OR AN EXEMPTION FROM REGISTRATION IF AVAILABLE. CONSEQUENTLY, YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF PENNSYLVANIA

ACCORDING TO SECTION 207(M)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972: "IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES AND HAVE RECEIVED A WRITTEN NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(M)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972, YOU MAY ELECT, WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF YOUR BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER YOU MAKE THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED, TO WITHDRAW YOUR ACCEPTANCE AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL OF ACCEPTANCE WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A WRITTEN NOTICE (INCLUDING A NOTICE BY FACSIMILE OR ELECTRONIC MAIL) TO THE ISSUER (OR PLACEMENT AGENT IF ONE IS LISTED ON THE FRONT PAGE OF THE OFFERING MEMORANDUM) INDICATING YOUR INTENTION TO WITHDRAW.

NOTICE TO RESIDENTS OF SOUTH CAROLINA

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONER OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF TENNESSEE

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF VERMONT

(I) INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(II) IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

(III) THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF VIRGINIA

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION OR QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OF QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

PROSPECTIVE FOREIGN INVESTORS SHOULD CAREFULLY CONSIDER THE LEGENDS STATED BELOW PRIOR TO DECIDING WHETHER OR NOT TO INVEST IN THE COMPANY.

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED.

IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF THESE SECURITIES, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH THE COMPANY OPERATES, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

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DIRECTORY

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SUMMARY OF KEY TERMS

The following is a summary of certain principal terms governing an investment in the Securities offered by the Company. This summary is not complete and is qualified in its entirety by reference to the more detailed information set forth elsewhere in this Memorandum and by the terms and conditions of the Articles and the Purchase Agreement. Prospective Investors are urged to read the entire Memorandum and seek the advice of their own counsel, tax consultants and business advisors with respect to the legal, tax and business aspects of investing in the Securities.

I. GENERAL

- Issuer:** Vootto Air Purifier Ltd., an Israeli limited liability company (the “*Company*”, “*Vootto*,” the “*Issuer*”).
- Purchaser:** An accredited investor, as that term is defined under the rules and regulations of the Securities Act of 1933, as amended (a “*Purchaser*” or “*Investor*”).
- Type of Security:** Ordinary shares, NIS 0.01 par value (the “*Ordinary Shares*” or “*Securities*”).
- Amount of Offering:** Up to a maximum offering amount of \$1,500,000.00 (the “*Maximum Offering Amount*”).
- Minimum Offering Amount:** The Offering is being conducted contingent on a minimum sale of Securities of \$100,000.00 (the “*Minimum Offering Amount*”).
- Purchase Price:** \$2.463 per Security (the “*Purchase Price per Share*”).
- Pre-Offering Stock Issued and Outstanding:** 3,123,515 Ordinary Shares and 124,480 Preferred A Shares. See ‘*Employee Share Option Plan*’ below for more information.
- Minimum Investor Amount:** \$10,000.00 subject to adjustment in the Company’s sole discretion. The Company reserves the right to reject any proposed investment in part or in its entirety in its sole discretion. No assurance can be given that each Purchaser that wishes to participate in the Offering will be able to do so, or to do so at the level at which such purchaser desires.
- Exemption:** Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the “*Securities Act*”).

- Offering Deadline:** The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Ordinary Shares have been sold, or (c) on [Insert] (the “*Offering Deadline*”) provided that the Company may extend the Offering Deadline one or more times at its sole discretion.
- Placement Agent:** The Company has engaged OpenDeal Broker LLC dba the Capital R (“*ODB*”) to provide a landing page for the Company’s Offering and perform related services, including broker-dealer services. The Company has agreed to pay a fee to ODB equal to six percent (6.0%) of the dollar value of the Securities issued to Investors in this Offering. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering. The Company will pay ODB two percent (2.0%) of the dollar value of the Securities issued to account for fees associated with the payment processing service, including but not limited to Stripe credit card services and the escrow agent, Prime Trust, LLC (“*Prime Trust*”).
- Use of Proceeds:** The proceeds will be used for general corporate purposes, which may include but not be limited to marketing and technology research and development. The Company may alter the use of proceeds in its sole discretion. See ‘*Use of Proceeds*’ for more information.
- Subscription Procedures :** To subscribe, prospective Investors 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 the subscription agreement together with exhibits (the “*Subscription Agreement*”) in addition to any documents requested by the Company and its agents, including OpenDeal Broker LLC and its representatives, for the purpose of satisfying the Company’s due diligence obligations prior to the Offering Deadline and send full payment of any consideration to Prime Trust to effect its purchase of the Securities. Upon acceptance of the investment, the Company shall provide the Investor with a non-binding English translation of the Articles.
- Voting Rights:** Investors will be required to enter into a Power of Attorney. This Power of Attorney includes a voting proxy agreement that allows the Company’s Chief Executive Officer to vote their Ordinary Shares. Thus, Investors will essentially never be able to vote upon any matters of the Company.
- Governing Law:** The regulations that shall apply to the Company’s affairs are the Israeli Law and the Israeli Companies Law. To the extent permitted by law all disputes, claims and/or lawsuits filed by any Investor or Purchaser against the Company shall be dealt exclusively in the State of Israel in the courts of Tel-Aviv and shall be subject to the Israeli Law.

II. CAPITAL STOCK

Classes of Stock:

The Company is authorized to issue two classes of capital stock (the “*Capital Stock*” or “*Interests*”) and the Company’s board of directors (the “*Board*”) may create additional classes of Capital Stock in the future (the “*New Interests*”), pursuant to the Company’s Amended and Restated Articles of Association as they may be further amended from time to time (the “*Articles*”). The holders of Capital Stock are referred to herein as the “*Shareholders*.” The registered share capital of the Company is NIS 200,000, and consists of 10,000,000 Ordinary Shares with a par value of NIS 0.01 per share, and 10,000,000 preferred A shares with a par value of NIS 0.01 per share (the “*Preferred A Shares*”).

Material Differences Between Classes of Capital Stock

1. The Ordinary Shares allocated by the Company shall grant their holders - in equal parts according to the par value ratio of the Ordinary Shares held by each of them, from the total par value of the Ordinary Shares in the total share capital held by the Company Shareholders, the following rights:

(A) Every holder of an Ordinary Share shall have the right to attend the General Meetings of the Company.

(B) Each Ordinary Share holder shall have the right to attend the Shareholders' meeting and have equal voting rights with the Ordinary Share holders of the Company, in such a way that if all Ordinary Share holders were present at the General Meeting of the Company (together with the Preferred A Share holders) the rights of the Ordinary Share holders of the Company together would amount to 95% of the voting rights at the General Meeting.

(C) A dividend divided by pro - rata distribution with the other Shareholders in the Company as specified in article 20 of the Articles.

(D) Amounts to be distributed on a pari passu basis between holders of Ordinary Shares and holders of Preferred A Shares as a surplus of the Company's assets in the event of a liquidation, as specified in detail in article 21 of the Articles.

2. The Preferred A Shares allocated by the Company shall grant their holders, in equal parts according to the par value ratio of the Ordinary Shares held by each of them, from the total par value of the Ordinary Shares in the share capital held by the Company's Shareholders, the following rights:

(A) Every Preferred A Share holder shall have the right to attend the General Meetings of the Company.

(B) Each Preferred A Share holder shall have the right to attend the Shareholders' meeting and have equal voting rights with the Ordinary Share holders of the Company, in such a way that if all the

Preferred A Share holders were present at the General Meeting of the Company (together with the Ordinary Share holders), the rights of the Preferred A Share holders of the company together would amount to 5% of the voting rights at the General Meeting.

(C) A dividend divided by pro - rata distribution with the other Shareholders in the Company as specified in article 20 of the Articles. Amounts to be distributed on a pari passu basis between holders of Ordinary Shares and holders of Preferred A Shares as a surplus of the Company's assets in the event of a liquidation, as specified in detail in article 21 of the Articles.

Employee Share Option Plan:

In addition to the initial outstanding equity, in 2020 the Company has adopted an Employee Share Option Plan, which was submitted and approved by the Israeli Tax registries (the “*Option Plan*”), and has established an equity incentive pool (the “*Pool*”) to help provide further incentives for key employees, directors, officers, consultants and other service providers. The Pool is expected to represent an aggregate percentage of 15% percent (the “*Incentive Interests*”) of the Company’s issued and outstanding shares on a post-money Fully Diluted Basis (as defined below). Issuances of the Incentive Interests from this Pool will dilute the percentage of the Company Shareholders pro rata. Incentive Interests will be issued from time to time under such arrangements, contracts or plans (including vesting and repurchase provisions) as are approved by the Board, under the provisions of the approved Option Plan.

Fully Diluted Basis:

“*Fully Diluted Basis*” means all of the Company’s issued and outstanding shares of Capital Stock, assuming exercise or conversion of all outstanding vested and unvested options, inclusive of the unallocated option Pool reserved for issuance under any Option Plan of the Company.

Preemptive Rights:

Each Shareholder holding at least 10% of the Company’s issued and outstanding shares on a Fully Diluted Basis shall have a preemptive right to purchase his, her or its *pro rata* share (based on percentage of Shares held by such Shareholder) of all New Interests, subject to certain customary exceptions, as fully detailed in the Company’s Articles.

**Limited Liability;
Return of Distributions:**

Subject to the provisions of section 6 of the Israeli Companies Law, no Shareholder will be personally liable for the debts or obligations of the Company.

**Shareholder
Representations:**

By agreeing to be bound by the terms of the Articles, each Shareholder represents and warrants that:

- (i) its Interest in the Company has been acquired by it for its own

account, for investment and not with a view to resale or distribution thereof;

(ii) due to the limited transferability of the Interests, the Shareholder is likely to be a holder of the Interest for an indefinite period of time; and

(iii) that it is fully aware that in agreeing to admit it as a Shareholder, the Company is relying upon the truth and accuracy of the representations and warranties made by such Shareholder.

No Withdrawal:

The Shareholders will not have any right to withdraw from the Company. Under certain circumstances, a Shareholder may be forced to withdraw from the Company if the Company reasonably determines that it is necessary or desirable to do so in order to comply with applicable law or regulations, or to avoid a material adverse effect on the Company.

Books and Records:

The Company will maintain true and correct books and records. The books and records will be available for inspection by the Shareholders upon reasonable notice.

Reports:

The Company will furnish the Shareholders with tax information regarding the Company for completion of the Shareholders' tax returns. The Company may also provide additional reports or information to the Shareholders from time to time as determined by the Board. Shareholders will be required to agree to certain non-disclosure requirements in connection with their admission to the Company.

III. DISTRIBUTION AND WITHDRAWALS OF CAPITAL

**Discretionary
Distributions:**

Distributions of cash on hand subject to a reasonable reserve for debts (including any loans made by a Shareholder to the Company) and liabilities due and payable, operations, and any contingencies, as reasonably determined by the Board) and will be made from the Company to the Shareholders at such times and in such amounts as the Board may determine, in its sole discretion.

**Distribution of Sale
Proceeds:**

Subject to Article 20 and 21 to the Company's Articles, proceeds received from the sale or other disposition of the assets or Interests of the Company will be distributed on a pari passu basis between holders of Ordinary Shares and holders of Preferred A Shares in accordance with and in proportion to their respective holdings pro rata.

Withdrawals of Capital:

No Shareholder may withdraw capital from the Company without the consent of the Board.

IV. ALLOCATION; REPURCHASE; TRANSFER; AND SALE OF INTERESTS

Conversion to Corporation:

The Company may, in the CEO's sole and absolute discretion, in the future convert from a limited liability company into a corporation by conversion, merger or other transaction (a "*Conversion*"). In the event that the CEO approves such a Conversion, each Shareholder agrees to take any and all actions as are reasonably necessary to give effect to the Conversion.

Allocation of Shares:

The Board has the right to allocate Interests of the Company including New Interests upon its sole discretion.

Restrictions on Transfer:

Except with the prior written consent of the Board (a "*Permitted Transfer*"), no Shareholder may transfer his, her or its Interest either voluntarily or involuntarily by operation of law. A Permitted Transferee must accept the provisions of the Articles in writing. Transfer of Interests to a competing entity is prohibited. The Founders may not transfer their Interests in the Company until the 18th of December 2021, unless the all the Founders have unanimously agreed on such a transfer.

Permitted Transferee:

In relation to each Shareholder, each of the following: (a) a first-degree family member of that Shareholder; (B) a company controlled by the same Shareholder or a company controlling the same Shareholder (in the case of a corporation), or a company controlled jointly by the same shareholder, provided that after the transfer of the shares the same party will continue to control the same company.

Approved Sale; Drag Along:

Subject to the provisions set forth in the Articles, and in accordance with article 11.2 of the Articles, and as long as the Company has not completed an Initial Public Offering ("*IPO*"), if Shareholders holding no less than 65% of the issued and paid-up share capital of the Company (the "*Offerors*") accept and/or reach an agreement with any third - party (who is not a Permitted Transferee) according to which said third-party will purchase all of the offeree shares (inter alia, by way of a merger or sale of the Company's assets), and the said third-party bidder will request to purchase all of the issued and outstanding shares of Capital Stock of the Company, all the other Shareholders of the Company shall be obligated to join the sale, under the same conditions that shares are to be sold and subject to the conditions stated in the Articles.

Right of First Refusal (ROFR):

Until the Company becomes a public company, a Shareholder holding at least 10% of the Company's Interests on a Fully Diluted Basis will have the right of first refusal on the sale of any Interests to third-parties

that have been approved by the Board. If such a Shareholder does not exercise his rights to this ROFR, then the initial parties can proceed with the sale transaction.

Tag Along:

Until the consummation of an IPO, every transfer of shares of Capital Stock of the Company, approved by the Board shall be subject to the right of any Shareholder holding at least 5% of the Company's shares of Capital Stock on a Fully Diluted Basis to join the transfer or sale in the same terms on a pro rata basis.

V. MISCELLANEOUS

General Meetings: The Company shall hold general meetings of the Shareholders according to law, the quorum to hold such a meeting shall be the presence (in person or via a proxy or by voting via voting ballot) of at least two Shareholders holding at least 40% of the Company's issued and outstanding shares of Capital Stock.

Amendments: The Articles may be amended by a majority vote of a General Meeting or other Shareholders' meeting.

Applicable Law: Israeli law.

Company Property: All property now or hereafter owned by the Company will be deemed owned by the Company as an entity and no Shareholder, individually, will have any ownership of such property.

Confidentiality: Shareholders and Company employers and service providers, will maintain the confidentiality of any non-public information regarding the Company, its affiliates, its business, or its affiliates' business.

Dispute Resolution: In any dispute, Shareholders and/or Investors agree that all proceedings regarding any claim, lawsuit, motion, or any other dispute shall be conducted exclusively in the courts of Israel in Tel-Aviv, under Israeli law.

Fiscal Year: The fiscal year of the Company will end on December 31.

Counsel:

Adv. David Frank (the "**Counsel**") has acted as counsel to the Company in connection with the organization of the Company and the Offering of the Ordinary Shares. In connection with the Offering and subsequent advice to the Company, the Counsel will not be representing the Shareholders or any of the Investors.

Counsel Disclaimer:

The information hereby presented to you in this Offering is based on the documents and information provided to the Counsel by the Company and its representatives (the "**Information**"), and set forth in this Offering as best understood by the Counsel, based solely on the Information. As diligent as the Counsel may be, hardly any legal product is entirely error-free, therefore each and every Investor must seek legal advice regarding his participation in the Offering as an Investor, and must conduct his own due diligence. The Counsel shall not be liable for errors or mistakes that may occur in the Offering. Nevertheless, had the Counsel been found liable for any error reflected in this Offering, his responsibility shall be limited to the amount paid to him regarding the drafting of the Offering.

RISK FACTORS

An investment in the Company involves a high degree of risk. There can be no assurance that any of the Company's objectives will be achieved, or that the Company will receive a return of capital on any investment. Accordingly, prospective Investors should carefully consider the factors set forth below, among others, in evaluating the Company and its business before making a decision to invest in the Company. An investment in the Company is a potentially suitable investment only for accredited investors for whom an investment therein does not represent a complete investment program and are capable of assuming the risks of such an investment. Potential Investors should consult with their own legal, investment, and tax advisors, so that they fully understand the risks of such an investment, including, without limitation, the potential risk of losing all of their invested capital.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Forward-Looking Statements

The documents being distributed herewith contain forward-looking statements. These forward-looking statements are not historical facts but rather are based on current expectations, estimates and projections about our industry, our beliefs and our assumptions. All statements, other than statements of historical fact, in this statement of Risk Factors, including, among other things, statements regarding our competitive strengths, technologies, strategies, financial projections, budgets, projected costs, management and plans and objectives of management are forward-looking statements. You can identify these statements by forward-looking words such as Words such as “may”, “will”, “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “propose”, “should”, “continue” and “estimates,” and variations of these words and similar words and expressions, are intended to identify forward looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed, implied or forecasted in the forward-looking statements. In addition, the forward-looking events discussed therein might not occur. These risks and uncertainties include, among others, those described above in these “Risk Factors”. Prospective Investors are cautioned not to place undue reliance on these forward-looking statements, which reflect our management’s view only as of the date hereof. Except as required by law, we undertake no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

We believe it is important to communicate our expectations to our Investors. Before you invest in the Company, you should be aware that the occurrence of any of the events described in the risk factors below or elsewhere in the offering documents, and other events that we have not predicted or assessed could have a material adverse effect on our earnings, financial condition or business. In such case, the value, if any, of our Securities could decline and you may lose all or part of your investment.

CERTAIN RISK FACTORS

The following risk factors, in addition to the other information contained in the materials being distributed to prospective Investors in connection with the Offering, should be considered carefully in evaluating the Company and our business before purchasing the Securities offered hereby.

Additional risks and uncertainties not presently known to the Company or that it currently deems immaterial may also impair its business operations. If any of the following risks actually occur, the Company's business, prospects, financial condition or results of operations could be materially adversely affected. In such case, the Investor may lose all or part of the Investor's investment.

The Securities being offered hereby should be regarded as speculative, and should be purchased only by individuals or entities that could afford to lose all or part of their investment.

RISKS RELATED TO THE COMPANY'S BUSINESS AND INDUSTRY

We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.

The Company is still in its developing stages, prior to the establishment of a working production line, and we are just beginning to implement our business plan. There can be no assurance that we will ever operate profitably. The likelihood of our success should be considered in light of the problems, expenses, difficulties, complications and delays usually encountered by early stage companies. The Company may not be successful in attaining the objectives necessary for it to overcome these risks and uncertainties.

Global crises such as COVID-19 can have a significant effect on our business operations and revenue projections.

There is an ongoing outbreak of a novel and highly contagious form of coronavirus ("**COVID-19**"), which the World Health Organization declared a global pandemic on March 11, 2020. The outbreak of COVID-19 has caused a worldwide public health emergency with a substantial number of hospitalizations and deaths, and has significantly adversely impacted global commercial activity and contributed to both volatility and material declines in equity and debt markets. The global impact of the outbreak is rapidly evolving, and many national, state and local governments have reacted by instituting mandatory or voluntary quarantines, travel prohibitions and restrictions, closures or reductions of offices, businesses, schools, retail stores, restaurants and other public venues and/or cancellations, suspensions and/or postponements of certain events and activities, including certain non-essential government and regulatory activities. Businesses are also implementing their own precautionary measures, such as voluntary closures, temporary or permanent reductions in workforce, remote working arrangements and emergency contingency plans.

Such measures, as well as the general uncertainty surrounding the dangers, duration and impact of COVID-19, are creating significant disruption to supply chains and economic activity, impacting consumer confidence and contributing to significant market losses, including by having particularly adverse impacts on transportation, hospitality, tourism, sports, entertainment and other industries dependent upon physical presence. Technological infrastructure has, and will likely continue to be, strained for so long as mandatory or voluntary quarantines are instituted, which will change, and potentially disrupt, the operations of the Company, the venture capital funds we advise and those funds'

portfolio companies. As COVID-19 continues to spread, potential additional adverse impacts, including a global, regional or other economic recession of indeterminate duration, are increasingly likely and difficult to assess and, if the spread of COVID-19 is prolonged, it could adversely affect many economies, global financial markets, as well as the Company.

The extent of the impact of COVID-19 on the Company's operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted. Those factors include the duration and scope of the resulting public health emergency; the extent of any related restrictions implemented; the impact of such public health emergency on overall supply and demand, goods and services, investor liquidity, consumer confidence and levels of economic activity; and the extent of its disruption to important global, regional and local supply chains and economic markets. The effects of the COVID-19 pandemic may materially and adversely impact the value, performance and liquidity of the Company funds, leverage availability and terms; the Company's ability to source, manage and divest investments; and our ability to achieve the Company's objectives. All of the foregoing could result in significant losses to the Company and its Investors.

We are headquartered in Israel and therefore our anticipated results may be adversely affected by political, economic and military instability in Israel.

Our principal office is located in Israel. Accordingly, political, economic and military conditions in Israel may directly affect our business. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its Arab neighbors, as well as incidents of civil unrest. These conflict involved missile strikes against civilian targets in northern Israel that have resulted in economic losses. Any hostilities involving Israel or the interruption or curtailment of trade between Israel and its present trading partners could adversely affect our operations. Since September 2000, terrorist violence in Israel has increased significantly and negotiations between Israel and Palestinian representatives have effectively ceased. The establishment of a government in the Palestinian Authority in early 2006 by representatives of the Hamas militant group has created additional unrest and uncertainty in the region.

We can give no assurance that security and political conditions will not have an impact on our business in the future. Hostilities involving Israel or the interruption or curtailment of trade between Israel and its present trading partners could adversely affect our operations and could make it more difficult for us to raise capital.

Although our headquarter is located in Tel Aviv, the adverse effects of this conflict have negatively affected business conditions in Israel. Ongoing and revived hostilities or other adverse political or economic developments in Israel or the region could harm our operations and product development and cause the expected sales of any approved products to decrease. In addition, Israel and companies doing business with Israel have, in the past, been subject to economic boycotts. Several countries, principally those in the Middle East, still restrict business with Israel and Israeli companies. These restrictive laws and policies may seriously limit our ability to sell our Product in these countries.

Any armed conflicts or political instability in the region would likely negatively affect business conditions and could harm our results of operations.

It may be difficult to enforce a U.S. judgment against us, our Office Holders and Directors named in this Private Placement Memorandum or to assert claims in Israel.

All of our Office Holders and Directors are not residents of the U.S., and our assets are located outside of the U.S. Therefore, it may be difficult to enforce a judgment obtained in the U.S., against us or any of these persons, in U.S. or Israeli courts. Furthermore, if a foreign judgment is enforced by an Israeli court, it will be payable in Israeli currency.

The amount of capital the Company is attempting to raise in this Offering may not be enough to sustain the Company's current business plan.

In order to achieve the Company's near and long-term goals, the Company may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Company will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we may not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of their investment.

The Company may face potential difficulties in obtaining capital.

The Company may have difficulty raising needed capital in the future as a result of, among other factors, our lack of revenue, as well as the inherent business risks associated with our Company and present and future market conditions. Our business currently does not generate income or carried interest distributions and future sources of revenue may not be sufficient to meet our future capital requirements. We will require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, we may be required to delay, reduce the scope of or eliminate one or more of our marketing efforts, any of which may materially harm our business, financial condition and results of operations.

The Company's success depends on the experience and skill of its manager and other key personnel.

In particular, we are dependent on Ron Eyal, the Company's Chief Executive Officer (the "CEO"). Ron is the current CEO. As a major Shareholder and office holder he is expected to continue to furnish his expertise and time to the Company, however there can be no assurance that he will do so or that he will continue to be employed for a particular period of time or that his activities with the Company will be successful. The loss of the CEO, or any other key personnel could harm the Company's business, financial condition, cash flow and performance. Accordingly, you should not invest in the Company unless you are willing to entrust all aspects of the management of the Company and the investment decisions we make to the CEO, which will have considerable discretion in the management of the Company.

Although dependent on certain key personnel, the Company does not have any key person life insurance policies on any such people.

The Company is dependent on certain key personnel in order to conduct our operations and execute our business plan, however, the Company has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of these personnel die or become disabled, the Company will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Company and our operations. The Company has no way to guarantee key personnel will stay with the Company.

The Company solely relies on its main product – Vootto Air Purifier.

The Company has developed a mobile air purifier known as Vootto (the "Product"). Although the Product has not yet be commercialized, the Company relies on the Product to be high on demand and profitable at a mass production level. The Company is approaching the creation of a production line and

shall manufacture according to the product demand. Low levels of demand, or order requests that are incompatible with the production line will adversely impact the Company. Slow progress on marketing and the refusal of potential clients to purchase the Company Product, may create serious liquidity problems to the Company, causing Investors to lose their investment.

Competition.

The Product may be disassembled and copied in various manners, allowing competition to arise and reduce the market size of the Company's potential customers. The Company is a "new player" in the production and distribution arena, which has not yet established a manufacturing and distribution system, including all the logistic aspects of the matter, which makes it an easy target for large scale production companies, who may be prone to copy the Product, manufacture it at a lower cost and distribute it through mass distribution lines, making the Company Product less attractive in the eyes of potential clients.

Manufacturing Risks.

The Company plans on manufacturing the Product in China. The Company is not experienced in manufacturing, and may suffer difficulties in manufacturing in China. Furthermore, the Company has no way of anticipating flaws of production related to the production line or the Product. Meaning the Product may go through a number of alterations in order to be fit for mass production. The Company has no way of anticipating a defect that may occur on a mass production level, causing high losses. Moreover, the Company may suffer losses due to return requests on the products due to such defects, or possible Product or series recalls the Company may issue due to such events.

Shipping Risks.

The Company shall ship its products through standard shipping companies, however Covid-19 and other circumstances may cause an inflation in shipping costs, reducing the profits of the Company, delays which might adversely affect the Company's cash flow, and at extreme circumstances, loss or damage to cargo. The Company shall insure every shipment to cover any such losses, however the insurance may not be sufficient to repair long-term damages the Company may suffer due to the risks abovementioned.

Risk of legal action against the Company's Founders.

On the 6th of January 2020, two of the Company's Founders, Ron Eyal and Shooly Eyal were investigated by the Israeli authorities regarding alleged misconduct regarding the Company. The alleged suspicions against Mr. Shooly Eyal, who is a public servant and main suspect in the affair, are for the fraudulent receipt of a benefit under forbidden circumstances, fraud and breach of trust, conspiracy to commit a crime, bribery, money laundering, fraud under section 220 of the Israeli Income Tax Ordinance, crimes under section 212 of the Israeli Customs Ordinance, disruption of investigative proceedings and destruction of evidence. The alleged suspicions against Mr. Ron Eyal are for mediating bribery, fraudulent receipt of a benefit and conspiracy to commit a crime. To the best of the Company's knowledge and according to the legal advice it has received, the events in respect to which the controlling shareholders were asked to address the investigation do not constitute a criminal offense on their part or on the part of the Company. It will further be clarified that no indictments have been filed against either of Ron Eyal or Shooly Eyal, and since the investigation was conducted in January 2020 there have been no developments in the case and no restrictions have been imposed on either of the two other than contacting those involved in the alleged affairs.

RISKS RELATED TO THE OFFERING

Neither the Offering nor the Securities have been registered under foreign, federal or state securities laws.

No U.S. or foreign governmental agency has reviewed or passed upon this Offering or the Ordinary Shares. Neither the Offering nor the Ordinary Shares have been registered under the Securities Act or any other securities laws. Securities will be offered without registration in reliance on the Securities Act exemption for transactions not involving a public offering. Investors will be required to make certain representations to the Company, including, without limitation, that they are accredited investors as defined in Regulation D promulgated under the Securities Act, that they are acquiring the Securities for their own account for investment purposes only and not with a view to its distribution, that they have received or have had access to all information they deem relevant to evaluate the risks and merits of the prospective investment, and that they have the ability to bear the economic risk of an investment in the Company.

The Company's management may have broad discretion in how the Company uses the net proceeds of the Offering.

The Company's management will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

The Company has the right to limit individual Investor commitment amounts.

The Company may prevent any Investor from committing more than a certain amount in this Offering based on the Company's determination of the aggregate amount of commitments by, or the aggregate number of Investors. This means that your desired investment amount may be limited or lowered based solely on the Company's determination. This also means that other Investors may receive larger allocations of the Offering based solely on the Company's determination.

RISKS RELATED TO THE SECURITIES

The Ordinary Shares will not be freely tradable under the Securities Act and each Investor should consult with their attorney.

You should be aware of the long-term nature of this investment. There is neither currently nor likely ever to be a public market for the Ordinary Shares. Due to the fact that the Ordinary Shares have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. Furthermore, the prospective Investor must adhere to additional restrictions on the transfer of the Ordinary Shares in accordance with the Company's Articles. It is not currently being considered that registration under the Securities Act or other securities laws will be affected. Limitations on the transfer of the Ordinary Shares may also adversely affect the price that you might be able to obtain for the Ordinary Shares in a private sale. Investors should be aware of the long-term nature of their investment in the Company. Each Investor in this Offering will be required to represent that they are purchasing the Ordinary Shares for their own account, for investment purposes and not with a view to resale or distribution thereof.

Investors will be required to enter into a voting proxy agreement.

Investors will be required to enter into a Power of Attorney which includes voting proxy provisions allowing the Company's Chief Executive Officer to vote their Ordinary Shares. Thus, Investors will essentially never be able to vote upon any matters of the Company or control its day-to-day operations.

Although Investors will have no right to voluntarily withdraw capital from the Company or withdraw their Ordinary Shares, they may be forced in certain circumstances to withdraw from the Company.

An Investor may be forced to withdraw from the Company if the Company reasonably determines that it is necessary or desirable to do so in order to comply with applicable law or regulations, or to avoid a material adverse effect on the Company or the other Shareholders in the Company.

Investors will not be entitled to any inspection or information rights other than those required by law.

Investors will not have the right to inspect the books and records of the Company or to receive financial or other information from the Company, other than as required by law. Other security holders of the Company may have such rights. This lack of information could put Investors at a disadvantage in general and with respect to other security holders.

The Company may never undergo a liquidity event and Investors may have to hold the Ordinary Shares indefinitely.

The Company may never undergo a liquidity event such as a sale of the Company or an initial public offering. If a liquidity event does not occur, Investors could be left holding the Ordinary Shares in perpetuity. The Ordinary Shares have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to sell them.

The Ordinary Shares may be significantly diluted as a consequence of subsequent equity financings.

The Company's equity securities will be subject to dilution. The Company may issue additional equity to third-party financing sources in amounts that are uncertain at this time, and as a consequence holders of the Ordinary Shares will be subject to dilution in an unpredictable amount. Such dilution may reduce the Investor's economic interests in the Company.

The amount of additional financing needed by the Company will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans

or the issuance of other securities) will be intended to provide the Company with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Company's needs, the Company may have to raise additional capital at a price unfavorable to their existing Shareholders, including the holders of the Ordinary Shares. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Company. There can be no assurance that the Company will be able to accurately predict the future capital requirements necessary for success or that additional funds will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Ordinary Shares

The Ordinary Shares may be substantially different from other equity securities offered or issued by the Company.

The Ordinary Shares may be materially different from the other equity securities of the Company in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. The Ordinary Shares may not provide the holders of such Ordinary Shares with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Company.

There is no present market for the Ordinary Shares and we have arbitrarily set the Purchase Price per Share.

The Purchase Price per Share was not established in a competitive market. We have arbitrarily set the price of the Ordinary Shares with reference to the general status of the securities market and other relevant factors. The Purchase Price per Share for the Ordinary Shares should not be considered an indication of the actual value of the Company and is not based on our net worth or prior earnings. We cannot guarantee that the Ordinary Shares can be resold at the Purchase Price per Share or at any other price.

In the event of the dissolution or bankruptcy of the Company, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.

In the event of the dissolution or bankruptcy of the Company, the holders of the Ordinary Shares will be entitled to distributions as described in the Articles. This means that such holders will only receive distributions once all of the Shareholders' loans are paid off and other several payments that come prior to the right of the Ordinary Share holder to receive distributions. Holders of the Ordinary Shares cannot be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Company.

There is no guarantee of a return on an Investor's investment.

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Memorandum carefully and should consult with their attorney and business advisor prior to making any investment decision.

RISKS RELATED TO CERTAIN REGULATORY CONSIDERATIONS

Possible Adverse Tax Consequences

This Memorandum does not purport to deal with all tax considerations applicable to any particular Investor. As the Israeli and U.S. federal income tax rules are technical and complex, no representation or warranty of any kind is made with respect to the tax consequences of an investment in the Securities. Potential Investors are advised to consult their own tax advisors with respect to the tax consequences to them of an investment in the Company. No representation or warranty of any kind is made with respect to the tax consequences of an investment in the Company. Potential Investors are advised to consult their own tax advisors with respect to the tax consequences to them as a result of an investment in the Company.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company. Prospective Investors should consult with their own legal, tax and financial advisers before deciding to invest in the Company.

THE SECURITIES OFFERED INVOLVE A HIGH DEGREE OF RISK AND MAY RESULT IN THE LOSS OF YOUR ENTIRE INVESTMENT. ANY PERSON CONSIDERING THE PURCHASE OF THESE SECURITIES SHOULD BE AWARE OF THESE AND OTHER FACTORS SET FORTH IN THIS MEMORANDUM AND SHOULD CONSULT WITH HIS OR HER LEGAL, TAX AND FINANCIAL ADVISORS PRIOR TO MAKING AN INVESTMENT IN THE SECURITIES. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT. IN ADDITION, AS THE COMPANY'S BUSINESS PLAN DEVELOPS AND CHANGES OVER TIME, AN INVESTMENT IN THE COMPANY MAY BE SUBJECT TO ADDITIONAL AND DIFFERENT RISK FACTORS.

COMPANY OVERVIEW

Some of the information contained herein is based upon or derived from information provided by third-party consultants, advisors and other industry sources. We cannot guarantee the accuracy of such information and have not independently verified the assumptions on which projections of future trends and performance are based.

Vootto Air Purifier Ltd. is an Israeli limited liability company formed on November 2, 2017.

The Company was initially established under the name “Wise Smoker LTD”. Focused on eliminating extreme odors and smoke from small enclosed spaces, the Company began research and development of an air purifying solution that will be capable of achieving what current solutions can’t. In early 2020, with the coronavirus emerging as a global pandemic, the need for the Company’s Product became all the more apparent; consequently, Vootto began developing the active shield component of its filter which is responsible for eliminating airborne bacteria and viruses.

The Company has raised \$1.4M since its establishment, has patent applications pending; filed three Trademark applications in Israel, China and the U.S; has conducted R&D and has initiated the molding stage of mass manufacturing.

The Company’s principal place of business is 6 Kompert street, Tel-Aviv, Israel 6684923.

The Company currently has four employees.

The Company’s website is Vootto.com.

The information available on or through our website is not a part of this Memorandum. In making an investment decision with respect to our Securities, you should only consider the information contained in this Memorandum.

Company History

The Company was formed as an Israeli limited liability company in 2017. The Company’s founders (the “**Founders**”) have loaned the Company approximately US\$ 175,000 in the Company’s early stages in order to develop the Company’s main product, and over the course of the Company’s life, have raised approximately US\$ 1,500,000 up to this point. The Company’s chief executive officer is Company founder Ron Eyal.

The Company is regulated by the Company’s Articles and Israeli law, in particular the provisions of the Israeli Companies Law – 1999 (the “**Israeli Companies Law**”).

Amongst the Board of the Company are two of the three initial Founders and a high ranking politician. This politician is a member of the Israeli “Knesset”, the unicameral national legislature of

Israel that passes all laws, elects the president and prime minister, approves the cabinet, and supervises the work of the government.

Objective and Strategy

The Company designs and intends to sell the Product through a network of B2B and B2B2C channels that will create a strong connection with key players in the air purification, automotive and fragrance markets.

The Company's objective is to raise the bar in air purifier technology and to keep developing and launching innovative solutions that empower users with clear, fresh air. We hope Vootto will become a second name for air purification by employing the best technology to provide the best results over time.

The Company's strategy involves creating a leasing model with key B2B partners, such as car management fleets and ride-sharing services, to provide unique value for the partners and create an array of advocates for the brand.

The Company intends to distribute the Product globally through a dedicated network of master distributors that can provide logistic, consolidation and marketing solutions to their dedicated territory.

After reviewing the above discussion of the steps the Company intends to take, potential Investors should consider whether achievement of each step within the estimated time frame will be realistic in their judgment. Potential Investors should also assess the consequences to the Company should any delays occur in taking these steps and whether the Company will need additional financing to accomplish them.

Governmental/Regulatory Approval and Compliance

The Company is subject to the laws and regulations in the jurisdictions in which it operates, including Israeli law. While the Company will use its best efforts to comply with all laws, there is a possibility of governmental action to enforce any alleged violations of laws which may result in legal fees and damage awards that would adversely affect the Company. In addition, the Company does not plan to register this Offering under the Securities Act. As a result, Investors will not be afforded the protections of the Securities Act with respect to their investment in the Company.

Legal Proceedings

From time to time, the Company may be involved in legal proceedings. The results of such legal proceedings and claims cannot be predicted with certainty, and regardless of the outcome, legal proceedings could have an adverse impact on Company's business or growth because of defense and settlement costs, diversion of resources and other factors.

On the 6th of January 2020, two of the Company's Founders, Ron Eyal and Shooly Eyal were investigated by the Israeli authorities regarding alleged misconduct regarding the Company. The alleged suspicions against Mr. Shooly Eyal, a public servant and the main suspect in the affair, are for the fraudulent receipt of a benefit under forbidden circumstances, fraud and breach of trust,

conspiracy to commit a crime, bribery, money laundering, fraud under section 220 of the Israeli Income Tax Ordinance, crimes under section 212 of the Israeli Customs Ordinance, disruption of investigative proceedings and destruction of evidence. The alleged suspicions against Mr. Ron Eyal are for mediating bribery, fraudulent receipt of a benefit and conspiracy to commit a crime. To the best of the Company's knowledge and according to the legal advice it has received, the events in respect to which the controlling shareholders were asked to address the investigation do not constitute a criminal offense on their part or on the part of the Company. It will further be clarified that no indictments have been filed against either of Ron Eyal or Shooly Eyal, and since the investigation conducted in January 2020 there have been no developments in the case and no restrictions are imposed on either of the two other than contacting those involved in the alleged affairs.

Intellectual Property Matters

Name and Mark:

Application or Registration #	Type	Name	File Date	Registration Date	Country
88862865	Trademark / 11	Vootto	04/07/2020	N.A.	US
326884	Trademark / 11	Vootto	04/19/2020	N.A.	ISRAEL
45959920	Trademark / 11	Vootto	04/30/2020	N.A.	CHINA

Patents

Country	Earliest Priority	Filing Date App. No./Patent No.	Publication	Next Action	Status
PPA US	12/14/2017	12/14/2017 62/598,468			Expired
PCT	12/14/2017	12/13/2018 PCT/IL2018/051357	WO/2019/116374		Expired filed National Phase

US	12/14/2017	05/21/2020 16/766,146	11/08/2018- US20200288772	Waiting for exam	Pending
CHINA	12/14/2017	06/02/2020 201880078126.7		Waiting for exam	Pending

From time to time, the Company may be the target of patent infringement suits, typically brought by-so-called non-practicing entities (commonly known as patent trolls). Although these suits must be taken seriously, and the Company intends to defend itself vigorously, suits involving non-practicing entities often involve non-material monetary settlements.

At this time, the Company is not aware of any patent infringement suits against it, or contemplated to be brought against it, which could significantly affect its financial position.

MANAGEMENT

BOARD MEMBERS AND OFFICE HOLDERS

Ron Eyal

CEO, Director

After accumulating leadership skill experience as a commander in the IDF Counter Terrorist Unit, Ron knows exactly how to set a goal and drive the team towards it together.

Tzach Gabay

Director

Tzach's experience, earned while working with several of the largest aluminum manufacturing companies in Israel, provides a wide business perspective and value for strategic planning.

Omer Bar-Lev

Chairman of the Board, Director

The former commander of the General Staff patrol, a former Member of Parliament, one of the founders of "Ituran" and the former CEO of Peion Medical, Omer provides extensive entrepreneurial experience and high-tech acumen.

Haim Amon

Director

Haim has over 20 years of intense business experience as the current manager of the production division of 80 employees at Intel, where he leads microcomputer, automation, management and automation efforts.

MANAGEMENT OF THE COMPANY

Management and control of the Company will be vested exclusively in the Board of Directors (the "***Board***").

For example, the Board may:

- (i) Appoint and dismiss the CEO;
- (ii) create a new class of interests;
- (iii) invest the cash balances of the Company;
- (iv) borrow or raise money for the Company;
- (v) determine the timing and amount of distributions, and option grants; and

The Board will always retain the authority to make management decisions even if it delegates duties to any officer, employee or agent. The Board may, but is not required to, designate one or more officers, employees or other agents who will have such duties and will perform such functions as the Board may delegate.

LIABILITY OF THE MEMBERS OF THE BOARD AND OFFICE HOLDERS

The Articles do not intend to, and do not, create any fiduciary duty on the members of the Board, the CEO or other Office Holders (as such term is defined in the Israeli Companies Law) (together the “*Managing Members*”) and generally seek to protect the Managing Members from legal claims made by the Shareholders, and third parties to the maximum extent permitted by law. For example, the Managing Members will not be liable to the Company for:

- (i) any act or omission that, in good faith, the Managing Members determined in good faith that such conduct was in the best interests of the Company and such conduct did not constitute fraud, gross negligence or reckless or intentional misconduct;
- (ii) the termination of the Company and the Articles pursuant to the terms of thereof, or
- (iii) any act or omission of the Managing Members that relied in good faith on the advice of legal counsel, accountants or other professional advisors to the Company.

Nothing in the above should be construed as relieving, or attempting to relieve, a Managing Members from any liability (including liability under federal securities laws which under certain circumstances impose liability on persons who act in good faith) if doing so would be in violation of law.

INDEMNIFICATION OF BOARD MEMBERS AND OFFICE HOLDERS

The Company will indemnify the Board of Directors from any legal claims related to their service to the Company unless the claim is related to the director’s gross negligence, reckless or intentional misconduct or fraud.

REMOVAL OR RESIGNATION OF THE CEO

The CEO may resign and appoint an affiliate of the CEO as the CEO of the Company without the consent of any Shareholder.

The Board has full power to appoint and dismiss the Company CEO.

CAPITALIZATION AND OWNERSHIP

The following description summarizes important terms of the existing securities of the Company and does not provide every detail that may be of interest to Investors in this Offering. A description of the rights of the Shareholders may be found in the Company's Amended and Restated Articles of Association as they may be further amended from time to time (the "Articles"), as well as the Israeli Companies Law.

Capitalization

The Company is authorized to issue two classes of capital stock (the "**Capital Stock**" or "**Interests**") and the Company's board of directors (the "**Board**") may create additional classes of Capital Stock in the future, pursuant to the Company's Amended and Restated Articles of Association as they may be further amended from time to time (the "**Articles**"). The holders of Capital Stock are referred to herein as the "**Shareholders**."

The registered share capital of the Company is NIS 200,000, and consists of 10,000,000 Ordinary Shares with a par value of NIS 0.01 per share, and 10,000,000 preferred A shares with a par value of NIS 0.01 per share (the "**Preferred A Shares**").

Capital Stock

The Company has issued the following outstanding Capital Stock:

As of the date of this Memorandum, there are 3,123,515 Ordinary Shares and 124,480 Preferred A Shares issued and outstanding.

Outstanding Options

In 2020 the Company has adopted an Employee Share Option Plan, which was submitted and approved by the Israeli Tax registries (the "**Option Plan**"), and has established an equity incentive pool (the "**Pool**") to help provide further incentives for key employees, directors, officers, consultants and other service providers. The Pool is expected to include Ordinary Shares of the Company representing an aggregate percentage of 15% (fifteen percent) (the "**Incentive Interests**") of the Company's issued and outstanding shares on a post-money Fully Diluted Basis. Issuances of the Incentive Interests from this Pool will dilute the percentage of the Company Shareholders pro rata. Incentive Interests will be issued from time to time under such arrangements, contracts or plans (including vesting and repurchase provisions) as are approved by the Board, under the provisions of the approved Option Plan.

As of the date of this Memorandum, 265,516 options have been allocated under the Option Plan, and 64,484 remain unallocated.

Debt

The Company has no debt outstanding.

Ownership

Below the beneficial owners of 20% percent or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

Name	Amount and type of security Held	Percentage Owned Prior to Offering
Ron Eyal	1,144,116 Ordinary Shares	35.22%

RELATED PERSON TRANSACTIONS AND CONFLICTS OF INTEREST

Related Person Transactions

From time to time the Company may engage in transactions with related persons. Related persons are defined as any director or officer of the Company; any person who is the beneficial owner of twenty percent (20) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Company; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons.

- The Company has conducted the following transactions with related persons:

A services agreement as well as an employment agreement exist between the Company and Tomer Eyal in connection with his role as business development management. Tomer Eyal is the brother of the Company's CEO.

- An employment agreement exists between the Company and the Company's CEO.

Conflicts of Interest

Related person transactions create potential conflicts of interest that may result in actions that benefit the related parties at the expense of the Company or the Investors, but they do not necessary create such conflicts. In all cases of potential conflicts of interest, the related person at issue does not vote on the matter or will seek to resolve the matter in a reasonable manner.

FINANCIAL DATA

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of 90 days or less to be cash equivalents.

As of the date of this Memorandum the Company has an aggregate of approximately \$320,000 in cash and cash equivalents. This cash provides the Company with approximately a ten-month runway based on the Company's monthly burn rate.

Liquidity and Capital Resources

The Company currently does not have any additional outside sources of capital.

The Company anticipates operating at a loss for the fiscal year of 2021 while the research, development, and further commercialization of our Product are being completed. While we anticipate generating revenue in Q4 of 2021, it is possible that the Company may realize an operating loss for that period as well.

Capital Expenditures and Other Obligations

The Company does not intend to make any material capital expenditures in the near future.

USE OF PROCEEDS

The net proceeds to the Company from the sale of the Ordinary Shares offered hereby are estimated to be \$1,350,000 after deducting fees and estimated expenses. If less than \$1,500,000 of Ordinary Shares are actually sold in this Offering, the net proceeds will be correspondingly diminished. The net proceeds from this Offering will be used for the purposes which the Company's management deems to be in the Company's interests in order to address changed circumstances or opportunities. As a result of the foregoing, the Company's success will be substantially dependent upon the Company's management discretion and judgment with respect to application and allocation of the net proceeds of this Offering. The Company may choose to use the proceeds in a manner with which you do not agree with and you will have no recourse.

We currently plan to use the majority of the net proceeds of this Offering towards marketing and technology development.

Further, the management of the Company will have authority, in its sole discretion, to determine the actual uses of such proceeds.

There can be no assurance that the proceeds we receive in this Offering will actually be adequate to pursue our intended activities.

Assuming our receipt of \$1,500,000 of proceeds from this Offering, we anticipate an application of such proceeds as is set forth in the chart below. However, the amounts and timing of our actual expenditures will depend upon numerous factors, including the extent of product development & testing, the time actually required to develop and commercialize the Product, our manufacturing processes, equipment, material costs, and the actions of our competitors. In addition, these and other market factors, some of which are not yet known, may require us to allocate portions of the net proceeds for purposes other than those described above or set forth in the chart below.

Category	Amount*	%
Personnel	\$30,000	2%
Marketing	\$585,000	39%
Technology	\$390,000	26%
Operations	\$195,000	13%
Manufacturing	\$150,000	10%
Legal Expenses	\$30,000	2%
ODB Fee	\$90,000	6%
Escrow Fee	\$30,000	2%
Total	\$1,500,000	100%

*These allocations are only estimates and are subject to change in the Company's sole discretion and without notice. The failure by the management team to apply these funds effectively could have a material adverse effect on the Company.

ANTI-MONEY LAUNDERING

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
<p>The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect.</p>	<p>Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.</p>	<p>The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.</p>

Patriot Act; Anti-Money Laundering; OFAC.

Each Purchaser should check the Office of Foreign Assets Control (“*OFAC*”) website at <http://www.treas.gov/ofac> before making the following representations. Each Purchase shall be required to make the following representations and warranties in the applicable purchase agreement:

- a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the Securities or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Purchaser and no distribution to the Purchaser shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Securities, and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal

regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “**OFAC Programs**”) prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

- b) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective subscriber if such prospective subscriber cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser’s identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any broker or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.
- c) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure², or any immediate family³ member or close associate⁴ (4) of a senior foreign political figure, as such terms are defined in the footnotes below.
- d) If the Purchaser is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

² A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

- e) The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser and such other reasonably necessary or advisable action by the Company with respect to the Securities (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

PLAN OF DISTRIBUTION

Offering Deadline

The Offering will terminate on the earliest of: (a) the date the Company, in its discretion, elects to terminate, or (b) the date upon which all Ordinary Shares have been sold, or (c) on [Insert] (the “**Offering Deadline**”) provided that the Company may extend the Offering Deadline one or more times at its sole discretion.

Escrow Contingency

The Offering is being conducted contingent on a minimum sale of Securities 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, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned.

Sale and placement of the Ordinary Shares

The Company has engaged OpenDeal Broker LLC dba the Capital R (“**ODB**”) to provide a landing page for the Company’s Offering and perform related services, including broker-dealer services. The Company has agreed to pay a fee to ODB equal to six percent (6.0%) of the dollar value of the Securities issued to Investors in this Offering. Additionally, ODB shall receive a securities commission equivalent to two percent (2.0%) of the dollar value of the Securities issued to Investors in this Offering.

Due to ODB’s securities commission, the net proceeds to the Company from this Offering will be reduced.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (see ‘*Risk Factors*’); and (ii) the Securities are not transferable. This Offering is being made as a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are “accredited investors” as defined in Regulation D. Please see ‘*Suitability of Investment*’ for more information regarding Purchaser eligibility and qualifications.

You must also represent in writing that you are purchasing the Securities for your own account and not for the account of others and not with a view to reselling or distributing Securities.

Sale Procedures

In order to purchase the Securities, you must make a commitment to invest directly to the Company, according to the Company's procedures as outlined on the Platform. Purchasers and the Company will review and electronically sign validated offering documents and a final executed version of the documents will be available to the Purchaser. Payment by Purchaser that is directed to an account maintained for the benefit of the Offering by Prime Trust may be made by wire transfer, check or any other method of payment permissible under applicable law and approved by the Company's Board of Directors (or any combination of such methods of payment) and shall be deemed accepted by the Company upon acceptance of the subscription and satisfaction of the Company's procedures, including but not limited to verification of the accreditation status of the prospective Purchaser. The Company and/or ODB reserves the right, in its sole discretion, to reject any subscription by any Purchaser. In the event a Purchaser's investment is rejected, Purchaser shall receive a full refund of its investment without interest or offset. Each Investor will be required to deliver to the Company a fully completed, dated and signed copy of the Subscription Agreement, in addition to any documents requested by the Company and its agents including ODB and its representatives, for the purpose of satisfying the Company's due diligence obligations prior to the Offering Deadline and send full payment of any consideration to the payment and escrow agent, Prime Trust to effect its purchase of the Securities.

Upon acceptance of the investment, the Company shall provide the Investor with a non-binding English translation of the Articles.

SUITABILITY OF INVESTMENT

Each Purchaser will be required to represent that such Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to such Purchaser's net worth, and that such Purchaser's investment in the Company will not cause such overall commitment to become excessive; that such Purchaser can sustain a complete loss of such Purchaser's investment in the Securities and has limited need for liquidity in such Purchaser's investment in the Securities; and that such Purchaser has evaluated the risks of investing in the Securities.

The Company and/or ODB may reject a Purchaser for any reason in its sole and absolute discretion. If a Purchaser is rejected, any payment remitted by the Purchaser will be returned without interest. Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (See '*Risk Factors*'); and (ii) no market for the Securities or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

We may also request any documentation or other information regarding an Investor and its beneficial owners, if applicable, in connection with the disqualification provisions under Rule 506(d) of Regulation D under the Act, which may prohibit us from relying on the Rule 506 offering exemption if an Investor or one or more of an Investor's significant equity holders has had a disqualifying event as described in Rule 506(d).

THE BELOW SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE PURCHASER NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE PURCHASER'S SUBSCRIPTION NECESSARILY MEANS THAT THE SECURITIES ARE A SUITABLE INVESTMENT FOR THE PURCHASER. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE PURCHASER AND HIS OR HER ADVISORS, IF ANY.

We are offering the Securities only to persons who are "accredited investors" as defined in Rule 501(a) of Regulation D of the Securities and Exchange Act of 1933, as amended. As so defined, "accredited investors" include any person who meets any one of the following categories:

- Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

- Any individual whose net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase exceeds \$1 million. In calculating a person's net worth (the amount of assets in excess of liabilities):
 - the value of the person's primary residence is not included as an asset;
 - the amount of debt secured by the primary residence, up to its estimated fair market value, is not included as a liability, unless the person incurred debt within 60 days before buying securities in the unregistered offering for the purpose of buying those securities and not for buying the residence. In that situation, the amount of debt borrowed during that 60-day period must be included as a liability;
 - any debt secured by the primary residence in excess of the estimated fair market value of the home is included as a liability; and
 - these additions and subtractions to the definition of net worth do not apply to a person exercising a right to buy securities if the person held that right to buy those securities, as well as other securities of the same issuer, on July 20, 2010, and met the net worth test in effect at the time the person acquired the right.
- Any individual who had an income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- Any bank; any savings and loan association, whether acting in its individual or fiduciary capacity; any registered broker or dealer; any registered investment adviser; any investment adviser relying on registration exemptions under Section 203(l) or (m) under the Investment Company Act of 1940; any insurance company; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of \$5 million; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 where investment decisions are made by a plan fiduciary that is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

- Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million.
- Any trust, with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.
- Any entity in which all of the equity owners are accredited investors.
- Any entity of a type not listed above, owning investments in excess of \$5 million, that is not formed for the specific purpose of acquiring the securities offered.
- Any individual holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. On the date of this Memorandum, the SEC designated the following certifications, when held in good standing, as qualifying natural persons for accredited investor status:
 - Licensed General Securities Representative (Series 7);
 - Licensed Investment Adviser Representative (Series 65); or
 - Licensed Private Securities Offerings Representative (Series 82).
- Any individual who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act, of the issuer of the securities being offered where the issuer is a private fund (excluded from the definition of investment company in Section 3(c)(1) or 3(c)(7)).
- Any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:
 - with assets under management in excess of \$5 million;
 - that is not formed for the specific purpose of acquiring the securities being offered; and
 - whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of the prospective investment.
- Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements above and whose prospective investment in the issuer of the securities being offered is directed by the family office pursuant to the third sub-bullet above.

The term “net worth” means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

You will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and will also be required to provide certain documentation in support of such representation. In addition to the foregoing requirement, you must also represent in writing that you are acquiring the Securities for your own account and not for the account of others and not with a view to resell or distribute such securities. You hereby agree to deliver to the Company and ODB, through the Platform such other information as to certain matters under the Act and as the Company may reasonably request in order to ensure compliance with such Act and the availability of any exemption thereunder. In addition, you may be required to provide written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that such person or entity has taken reasonable steps to verify that you are accredited. In lieu of or in addition to such a letter, we may also verify that you are accredited, including but not limited to by requesting one or more of the following from you: (i) Internal Revenue Service forms that report your income for the last two years (including Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and a written representation from the Investor that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year; and/or (ii) documentation disclosing your assets and liability which is dated within three months prior to the date of this Memorandum, including but not limited to bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, appraisal reports issued by independent third parties, and a credit report from at least one of the nationwide consumer reporting agencies, as well as a written representation that all liabilities necessary to make a determination of net worth have been disclosed.

CERTAIN TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX AND ERISA ADVISOR WITH RESPECT TO THEIR INVESTMENT, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE IRS MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE COMPANY AND THAT CHANGES TO THE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. THE COMPANY WILL NOT OBTAIN ANY RULING FROM THE IRS OR ANY FOREIGN TAX AUTHORITY WITH REGARD TO THE TAX CONSEQUENCES OF AN INVESTMENT IN THE SECURITIES.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH INVESTORS UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF INVESTMENTS IN THE COMPANY; AND (C) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE TAX TREATMENT OF THE SECURITIES, THE PURCHASE RIGHTS CONTAINED THEREIN AND THE SECURITY DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR INVESTORS UPON CERTAIN FUTURE EVENTS. AN INVESTMENT PURSUANT TO THE SECURITIES PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO INVESTORS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND FOREIGN TAX TREATMENT OF AN INVESTMENT IN THE SECURITIES AND THE RIGHTS CONTAINED THEREIN.

WHERE YOU CAN FIND MORE INFORMATION

In this Offering, each prospective Purchaser accepts the responsibility for conducting its own due diligence investigation and consulting with its own professional advisors in connection with their investment. Prospective Purchasers and their advisors are invited to ask us questions concerning the Company, the Subscription Agreement, the terms of this Offering and such other matters as the prospective Purchasers and their advisors deem pertinent in connection with this investment. We will use reasonable efforts to respond fully to such questions and to supply all information (other than confidential information) available to us that the prospective Purchasers or their advisors request.

Other documents referred to in this Memorandum are available on request and may be reviewed by prospective Purchasers for a complete understanding of their provisions. The statements in this Memorandum with respect to those documents do not purport to be complete and are qualified in their entirety by reference to the documents themselves.

EXHIBIT A
Subscription Agreement
