

SMART WIRES EXCHANGE NOTICE

Pursuant to Section 2.02 the Exchange Agreement, Excluded Stockholder intends to exchange _____ number of excluded shares (the “Excluded Shares”), to be delivered at such Exchange Notice Closing pursuant to Section 2.06.

Excluded Stockholder confirms that Excluded Stockholder is the owner of the Excluded Shares and certifies that the Excluded Shares are free and clear of all liens.

Excluded Shareholder

ANNEX A
INSTRUMENT OF TRANSFER

This **INSTRUMENT OF TRANSFER** (this “Instrument”) is made as of the Applicable Date by the undersigned (the “Transferor”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth on the signature page to this Instrument and, if not defined therein, in the Exchange Agreement to which this Annex A is a part.

WITNESSETH

WHEREAS, Transferor is the owner of the Applicable Number of Excluded Shares (the “Transferred Units”) and a party to the Exchange Agreement;

WHEREAS, Transferor has submitted to the Company an Exchange Notice, dated as of the Exchange Request Date, electing to Exchange the Transferred Units for Parent Ordinary Shares on a one-for-one basis (subject to adjustment in the event of stock splits, stock dividends, or similar events, other than the Reverse Stock Split) (the “Exchange Shares”); and

WHEREAS, in connection with the Exchange, Transferor desires to transfer to the Company all of Transferor’s right, title and interest in, to and under the Transferred Units.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and in the Exchange Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor hereby agrees as follows:

1. **Transfer.** Transferor hereby transfers, assigns and delivers to the Company, free and clear of all Liens, all of Transferor’s right, title and interest in, to and under the Transferred Units.

2. **Representations and Warranties.** Transferor hereby represents and warrants to the Company as follows:

(a) Transferred Units. Immediately prior to giving effect to the transfer contemplated by this Instrument, Transferor owns, beneficially and of record, the Transferred Units free and clear of any Liens.

(b) Authority of Transferor. If Transferor is not a natural person, Transferor is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction in which Transferor was formed or organized. Transferor has full right, authority, power and legal capacity to enter into this Instrument and each agreement, document and instrument to be executed and delivered by Transferor pursuant to, or as contemplated by, this Instrument and to carry out the transactions contemplated hereby and thereby. This Instrument and each agreement, document and instrument executed and delivered by Transferor pursuant to, or as contemplated by, this Instrument constitutes, or when executed and delivered will constitute, the legal, valid and binding obligations of Transferor enforceable in accordance with their respective terms. The execution, delivery and performance by Transferor of this Instrument and each such other agreement, document and instrument:

(i) does not and will not violate any laws applicable to Transferor, or require Transferor to obtain any approval, consent or waiver of, or make any filing with, any person or entity (governmental or otherwise) that has not been obtained or made;

(ii) does not and will not result in a breach of, constitute a default under, accelerate any obligation under, or give rise to a right of termination of, any agreement, contract, instrument, lien, security interest, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which Transferor is a party or by which the property of Transferor is bound or affected, or result in the creation or imposition of any Lien on any of the assets of Transferor; and

(iii) in the event that Transferor is not a natural person, does not and will not violate any provision of any organization document of Transferor.

(c) Accredited Investor. Transferor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

(d) Investment Purpose. The Exchange Shares to be acquired by Transferor upon the consummation of the Exchange are being acquired by Transferor for investment for Transferor's own account, not as a nominee or agent, and not with a view towards the public sale or distribution thereof, except pursuant to a sale or sales that are registered under the Securities Act or exempt from such registration. Transferor (other than a natural person) either (1) was not formed for the purpose of investing in the Company or (2) has provided to the Company such representations, warranties and undertakings as the Company shall reasonably require to ensure that the Exchange does not violate the Securities Act and/or other applicable securities laws. Transferor acknowledges that holders of the Exchange Shares must bear the economic risk of an investment in the Exchange Shares so acquired for an indefinite period of time because, among other reasons, such Exchange Shares have not been registered under the Securities Act and, therefore, such Exchange Shares cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Transferor also acknowledges that transfers of the Exchange Shares so acquired are further restricted by applicable United States federal and state and foreign securities laws.

(e) Access to Information. Transferor understands the risks of, and other considerations relating to, the acquisition and ownership of the Exchange Shares. Transferor has been provided an opportunity to ask questions of, and has received answers satisfactory to Transferor from, the Company and its representatives regarding the Exchange Shares, and has obtained any and all additional information from the Company and its representatives that Transferor deems necessary regarding the Exchange Shares.

(f) Evaluation of and Ability to Bear Risks. Transferor has such knowledge and experience in financial affairs that Transferor is capable of evaluating the merits and risks of, and other considerations relating to, the ownership of the Exchange Shares, and has not relied in connection with the acquisition of the Exchange Shares upon any representations, warranties or agreements other than those set forth in this Instrument. Transferor's financial situation is such that Transferor can afford to bear the economic risk of holding the Exchange Shares for an indefinite period of time, and Transferor can afford to suffer the complete loss of its investment in the Exchange Shares.

3. **Further Assurance.** Transferor hereby agrees to execute and deliver such further agreements and instruments and take such other actions as may be necessary to make effective the transfer contemplated by this Instrument.

4. **Successors and Assigns.** This Instrument shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

5. **Governing Law.** This Instrument shall be governed by and construed and enforced in accordance with the law of the State of Delaware, without regard to principles of conflict of laws.

6. **Descriptive Headings.** The descriptive headings in this Instrument are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Instrument.

7. **Counterparts.** This Instrument may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

8. **Entire Agreement.** This Instrument and any other schedules, certificates, lists and documents referred to herein, and any documents executed by any of the parties simultaneously herewith or pursuant thereto, constitutes the entire agreement of the parties hereto, except as expressly provided herein, and supersedes all prior agreements and understandings, discussions, negotiations and communications, written and oral, among the parties with respect to the subject matter hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound hereby, Transferor has executed this Instrument as of the Applicable Date.

TRANSFEROR:

SMART WIRES TECHNOLOGY LTD

Name: _____
Acknowledged and accepted
as of the Applicable Date by:

By: _____
Name: _____
Title: _____

Certain Defined Terms
Applicable Date:

Transferor:
Applicable Number:
Exchange Request Date: