SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "Agreement") is made as of March 12, 2015, by and among Prana Essentials, Inc., a company incorporated under the laws of the State of Delaware (the "Company") and the investors listed on Schedule A hereto (the "Investors"). Each of the Company and the Investors shall sometimes be referred to as "Party" and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, the Company desires to raise funding for its operations by means of issuance of shares of common stock, par value $ 0.01 each, of the Company (the "Common Shares"); and

WHEREAS, the Investors desire to invest in the Company and to purchase Common Shares, on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Issuance and Purchase of Shares and Warrants

1.1. Subject to the terms and conditions hereof, the Company shall issue and allot to the Investors, and the Investors shall purchase from the Company, an aggregate amount of Common Shares (the "Shares") as set forth in Schedule A, at a price per Share of $27.54 for an aggregate purchase price as set forth in Schedule A (the "PPS" and "Purchase Price", respectively).

1.2. At the applicable Closing, each Investor shall receive for no additional consideration, a Warrant, for the purchase of a number of Shares as set forth opposite such Investor's name in Schedule A (the "Warrants"). The Warrants shall be exercisable until the first anniversary of the Initial Closing, at the PPS, subject to the terms and conditions of the Warrant Certificate in the form attached hereto as Schedule 1.2.

1.3. The applicable Purchase Price shall be payable to the Company at the applicable Closing (as defined below).

1.4. The Shares shall have the rights, preferences and privileges set forth in the Amended and Restated Shareholders Rights Agreement dated March 12, 2015, Bylaws and Certificate of Incorporation of the Company as may be amended from time to time in accordance with their terms.

2. The Closing(s)

2.1. Initial Closing. Subject to the fulfillment or waiver of the conditions set forth in this Section 2, the initial closing of the purchase and sale of Shares in consideration for the Purchase Price (the "Initial Closing") shall be held remotely via the exchange of documents and signatures at the offices of Horn & Co. - Law Offices, Amot Investments Tower, 2 Weizmann St., 24th Floor, Tel-Aviv 6423902, Israel, within three (3) business days following completion of the transactions set forth in Section 2.2 below, or at such other time or place as the Company and the Investors investing a majority of the aggregate Purchase Price shall mutually agree upon (orally or in writing). Notwithstanding the foregoing, if the Initial Closing does not take place within thirty

(30) days following the execution hereof, on account of a party's failure to fulfill its obligations hereunder, the non-breaching party shall be entitled to terminate this Agreement without derogating from any rights and remedies to which such party may be entitled under law.

2.2. Transactions at the Initial Closing. At the Initial Closing, the following transactions shall occur, which transactions shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

2.2.1. The Company obtained any and all consents and approvals which are required in connection with the consummation of the transactions contemplated by this Agreement.

2.2.2. The Company shall deliver or cause to be delivered to the Investors the following documents, on or prior to the Initial Closing:

(a) Resolutions of the Company's Board of Directors substantially in the form attached hereto as Schedule 2.2.1(a); and

(b) Validly executed share certificate representing the Shares issued in the names of the Investors.

2.2.3. The Company shall register the allotment of the Shares issued to the Investors upon the Closing in the share register of the Company and will provide each Investor with a copy of such share register.

2.2.4. The Amended and Restated Shareholders Rights Agreement in the form attached hereto as Schedule 2.2.3 has been duly adopted by the parties thereto.

2.2.5. The Investors shall have transferred to the Company the Purchase Price, by wire transfer, banker's check, or such other form of payment as is mutually agreed by the Company and the Investors, to the Company's bank account detailed in Schedule A. The obligation of each Investor hereunder shall be several and not joint.

2.2.6. Each Investor who is not yet a shareholder of the Company shall join as a party to the Company's Shareholders Rights Agreement, and be subject to the provisions thereof.

2.3. Deferred Closing(s). Following the Initial Closing and for a period of 120 days thereafter, the Company may issue and allot up to 16,340 Shares (the "Additional Shares") to additional new investor(s) approved by the Company's Board of Directors ("Deferred Closing Investor(s)"), in consideration for the payment to the Company by such Deferred Closing Investor(s) of the PPS for each Additional Share purchased thereby and for an aggregate payment to the Company of up to US$ 450,000 (the "Additional Investment Amount"), on the same terms and conditions as set forth herein (the "Deferred Closing(s)", and together with the Initial Closing, a "Closing"). Each Deferred Closing Investor shall be required to execute a joinder to this Agreement and the Company's Shareholders Rights Agreement. Immediately upon receipt from each Deferred Closing Investor of (a) a duly executed joinder to this Agreement and the Company's Shareholders Rights Agreement, and (b) payment of the Additional Investment Amount for the Additional Shares purchased at the Deferred Closing, the Company will issue and allot the Additional Shares to the Deferred Closing Investor, the name, address and number of Additional Shares issued to each Deferred Closing Investor shall be added to Schedule A attached hereto and the Company shall deliver to the Deferred Closing Investor validly executed share certificates covering the Additional Shares issued in the name of such Deferred Closing Investor. By execution of this

Agreement the Investors hereby acknowledge and consent the consummation of the Deferred Closing, subject to its terms as set forth above and hereby waive any and all rights of preemption, participation, first offer, and notice thereof, or any other similar right that they may have or had in connection with the issuance of the Additional Shares under the Company's governing documents.

3. Representations and Warranties of the Company

The Company hereby represents and warrants to the Investors, as of the date hereof and undertakes to ensure that the representations and warranties specified herein shall be true and correct in all respect at the Initial Closing, as follows:

3.1. Authorization and Enforceability. The Company was duly incorporated under the laws of the State of Delaware. It has the full power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby. This Agreement constitutes the Company's valid and legally binding obligation, enforceable in accordance with its terms except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies. The Company has full power and authority to enter into this Agreement, the performance of the obligations of the Company hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Company.

3.2. Capitalization. The share capital of the Company as of immediately prior to the Initial Closing, on a fully-diluted basis, and the share capital of the Company as of immediately following the Initial Closing, are set forth in the capitalization table attached hereto as Schedule 3.2.

3.3. Shares. The Shares issued to the Investors pursuant to this Agreement, upon payment therefore at the applicable Closing will have been duly authorized and, when so issued, will have been validly issued and will be fully paid and non-assessable and will not be subject to any pre-emptive or similar right of any person, restriction on voting rights or other liens, imposed by the Company or any other third party, in each case other than as expressly set forth in this Agreement, the Amended and Restated Shareholders Rights Agreement or the Bylaws and Certificate of Incorporation (as may be amended from time to time in accordance with their terms).

3.4. Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority or any person or entity on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement that has not been, or will not have been, obtained by the Company prior to the Initial Closing.

3.5. No Breach. Neither the execution and delivery of this Agreement nor compliance by the Company with the terms and provisions hereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of the Bylaws, Certificate of Incorporation or any agreement, contract, lease, license or commitment to which the Company is a party or to which it is subject. The consummation by the Company of the transactions contemplated hereby, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is party or by which it is bound or to which any of the property or assets of the Company is subject, nor to the Company's best knowledge will such actions, result in any violation of any statute or any order, rule or regulation

of any court or governmental agency or body having jurisdiction over the Company and the execution of this Agreement, in each case which would hinder or impair the ability of the Company to consummate the transactions contemplated hereby.

3.6. Subsidiaries. The Company has a wholly owned Israeli company. Except for the Subsidiary, the Company does not own or control any equity security or other interest of any other corporation, limited partnership or other business entity.

3.7. Litigation. No action, proceeding or governmental inquiry or investigation is pending or, to the Company's knowledge, threatened against the Company or any of its officers or directors (in their capacity as such), or against the Company's properties, before any court, arbitration board or tribunal or administrative or other governmental agency, nor is there, to the Company's knowledge, any basis for the foregoing. The Company received a letter of claim from Yissum Research and Development Company of the Hebrew University of Jerusalem Ltd., in which Yissum has raised certain claims with respect to rights attributable to alleged contribution of third parties affiliated with Yissum to Company's technology. The Company has replied to Yissum and rejected all of its claims. Except for such correspondence with Yissum, there is no action, suit, proceeding or investigation initiated by the Company currently pending or that the Company intends to initiate.

3.8. Intellectual Property. The Company has received the opinion attached hereto as Schedule 3.8(a) with respect to its freedom to operate in the United States vis a vis several specific patents in the field. Other than as set forth in Schedule 3.8(b), the Company does not own any patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service work applications, service mark registrations, or registered copyrights.

3.9. Obligations to Related Parties. Other than as set forth in Schedule 3.9, (i) the Company has no obligations to executive officers, directors, shareholders or employees of the Company, and (ii) no executive officer or director or member of their immediate families or any shareholder is, directly or indirectly, interested in any contract with the Company.

3.10. Employees and Consultants. The Company is not delinquent in payments or contributions to or for the benefit of any of its employees, consultants or service providers, for any wages, salaries, fees, commissions, bonuses, tax withholding, managers insurance funds, vocational study funds, pension funds, severance pay accrual or other direct compensation for any services performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or service providers.

3.11. Assets. The Company has good and marketable title to all of its assets and such assets are not subject to any mortgage, pledge, lien, hypothecation, encumbrance or other charge, and such assets are sufficient for the conduct of the Company's business as currently conducted, and as currently proposed to be conducted. The Company is not in default or in breach of any provision of its leases or licenses. The Company holds a valid leasehold or licensed interest in the property it leases or licenses. The Company's shareholders do not own or possess, in their individual or any other capacity, any property or other asset which is material, individually or in the aggregate, to the financial condition, operations or business of the Company.

3.12. Financial Statements.

(a) The consolidated balance sheets of the Company as of December 31, 2014 (the "**Financial Statements**") accurately reflect all accrued and unpaid liabilities with respect to all periods through the dates thereof in accordance with generally accepted accounting principles.

(b) Since the date of the Financial Statements, (a) the Company have operated in the ordinary course of business consistent with past practice, and (b) there has not been any Material Adverse Change, or any event or development which, individually or together with other such changes, events or developments has resulted, or would reasonably be expected to result in a Material Adverse Change. For the purpose of this Section 3.12 "**Material Adverse Change**" means, with respect to the Company, a material adverse effect on the business, results of operations or financial condition thereof.

The Company makes no other representations or warranties to the Investors, express or implied, except as set forth in this Section 3.

4. Representations and Warranties of the Investors

Each Investor represents and warrants to the Company as of the date hereof and as of the dates of the applicable Closings in which such Investor will take part, as follows:

4.1. Authorization. This Agreement constitutes such Investor's valid and legally binding obligation, enforceable in accordance with its terms except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies. The consummation by the Investor of the transactions contemplated hereby, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Investor is party or by which the Investor is bound or to which any of the property or assets of the Investor is subject, nor to the Investor's best knowledge, will such actions result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Investor and the execution of this Agreement, in each case which would hinder or impair the ability of the Investor to consummate the transactions contemplated hereby.

4.2. Investment Purpose. The Investor is purchasing the Shares issued in its name hereunder only for investment for the Investor's own account, and without any present intention to sell or distribute such Shares.

4.3. Information. The Investor has had the opportunity to request all information it may consider necessary or appropriate for deciding whether to enter into this Agreement and the transactions contemplated hereby, has received requested documents from the Company in response to its requests, and has had an opportunity to ask questions of and receive answers from the Company and has the ability and the resources to independently evaluate and assess the Company and the risks involved in its investment, and to bear such risks.

4.4. Experience. The Investor is a sophisticated investor with experience in making venture capital investments, and is knowledgeable in business and financial matters and is capable of evaluating the risk of investing in the Company. The Investor recognizes that the purchase of the Shares issued pursuant to this Agreement involves a high degree of risk in that, among other things, (i) the Company is an early-stage start-up business with no operating history; (ii) an investment in the Company is highly speculative, and only Investor who can afford the loss of their entire investment should consider investing in the Company; (iii) the Investor may not be able to liquidate its investment; and (iv) in the event of a disposition, the Investor could sustain the loss of its entire investment.

4.5. Accredited Investor. Such Investor is either: (i) an accredited investor as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), or (ii) a person who may be offered or issued securities of the Company pursuant to an exemption from registration under Regulation S promulgated under the Securities Act.

4.6. The Investor understands that the Shares have not been registered under the securities laws of the United States or of any other state or jurisdiction. The Investor acknowledges that the Shares are not, and will not be, tradable unless they are subsequently registered under applicable securities laws or an exemption from such registration is available. Until a registration statement under the Securities Act is in effect, the Investor understands that the certificates or other instruments representing the Shares shall bear a restrictive legend composed of exactly the following words capitalized below:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISTRIBUTED IN THE ABSENCE OF REGISTRATION UNDER THE ACT OR RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT".

Additional language may be added at any time to the legend to the extent required to be placed thereon by applicable securities laws, contract or otherwise.

4.7. Confidentiality. The Investor shall keep this Agreement, the transactions contemplated hereby and any correspondence and information relating thereto and/or to the Company, its business, technology and/or products in strict confidence, and shall not disclose or use such information or issue any public statement or press release concerning any of the above without the Company's prior written approval.

5. Anti-Dilution Protection

5.1. In the event that following the Initial Closing, the Company issues or sells Additional Shares (as defined below) for an Effective Price which is less than the PPS (the "**Dilutive Event**"), then the Company shall simultaneously with the issuance of such Additional Shares, issue to each Investor, such additional number of Common Shares (the "**Anti-Dilution Shares**"), equal to the shortfall between (i) the amount of shares issued to the Investor hereunder and (ii) the quotient obtained by dividing the Investor's Purchase Price by such lower Effective Price paid at the Dilutive Event.

The above anti-dilution protection shall expire upon the earlier of: (i) eighteen (18) months following the Initial Closing, or (ii) closing of the next equity financing in the Company of $1,000,000 or more at a price per share higher than the PPS, or (iii) an initial public offering of Company's securities or a transaction or a series of related transactions which entails a consolidation, merger or reorganization of the Company with or into, or a sale of all or substantially all of the Company's assets, or substantially all of the Company's issued and outstanding share capital.

5.2. The "**Effective Price**" of Additional Shares shall mean the quotient obtained by dividing: (x) the total consideration received by the Company for such issue, for such Additional Shares by (y) the total number of Additional Shares, issued or sold.

5.3. "**Additional Shares**" shall mean any shares of any kind of the Company, whether now or hereafter authorized, issued by the Company, other than: (i) Ordinary Shares issued

upon exercise of options granted to employees, advisors, service providers, officers or directors of the Company, pursuant to Company incentive plan(s); (ii) shares issued as part of a recapitalization event (e.g. bonus shares, stock split etc.); (iii) shares issued in any public offering of the Company's securities; (iv) shares issued pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all the assets of another corporation or any other reorganization whereby the Company owns more than fifty percent (50%) of the voting power of such corporation; and (v) shares that the Board has unanimously resolved that shall not be deemed as Additional Shares.

6. Notices

All notices and other communications required or permitted hereunder to be given to a Party shall be in writing. All notices shall be given by registered mail (postage prepaid), by facsimile or email or otherwise delivered by hand or by messenger to the Parties' respective addresses as set forth below and as shall be designated by notice from time to time. Any notice sent in accordance with this Section shall be deemed received upon the earlier of: (i) if sent by facsimile or email, upon transmission and confirmation of transmission or (if transmitted and received on a non-business day) on the first business day following transmission and confirmation of transmission; (ii) if sent by registered mail, upon 3 (three) days of mailing; (iii) if sent by messenger, upon delivery; and (iv) the actual receipt thereof.

If to the Company:	Prana Essentials, Inc. Attn.: Mr. Yaron Meerfeld 24 Imber St. Petach Tikva, Israel
With a copy to:	Horn & Co. - Law Offices Attn: Yuval Horn, Adv. Amot Investments Tower, 2 Weizmann St. 24th Floor, Tel-Aviv 6423902, Israel
If to the Investors:	to the address set forth in Schedule A.

7. Miscellaneous

7.1. Further Assurances. Each of the Parties shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected thereby.

7.2. Expenses. Each Party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

7.3. Headings; Interpretation. All article and section headings herein are inserted for convenience only and shall not be used for any purposes, including for the construction or interpretation of any provision of this Agreement. Unless the context requires otherwise, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate.

7.4. Entire Agreement. This Agreement, including all schedules attached thereto, constitutes the full and entire understanding and agreement between the Parties with regard to the subject matters hereof and thereof and terminates and replaces any previous agreements and/or arrangements between the Parties relating thereto. For the avoidance of doubt, previously executed share purchase agreements entered into between the Company and any of the parties hereto, shall remain in full force and effect in accordance with their terms.

7.5. Amendment; Waiver. Any term of this Agreement may be amended only with the written consent of the Company and the Investors investing a 75% of the aggregate Purchase Price. No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver thereof or of any other breach or default theretofore or thereafter occurring. The observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) with the written consent of the Party against such waiver is sought.

7.6. Assignment. Except as otherwise limited herein, this Agreement and the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred without the prior consent in writing of the Parties, except that the Company may freely assign this Agreement to a successor in interest.

7.7. Governing Law; Jurisdiction. This Agreement shall be governed by and construed according to the laws of the State of Israel, except, that the provisions applicable to the Common Shares and/or the exercise of rights by virtue of any shareholding in the Company shall be governed by and construed according to the laws of Delaware. The Parties hereby irrevocably submit to the jurisdiction of the courts of Tel-Aviv in respect of any dispute or matter arising out of or connected with this Agreement.

7.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

7.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or email signatures of a Party shall be binding as evidence of such Party's agreement hereto and acceptance hereof.

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IN WITNESS WHEREOF, this Share Purchase Agreement has been duly executed on the date herein above set forth.

THE COMPANY:

PRANA ESSENTIALS, INC.

By: _____

Name: Yaron Meerfeld

Title: Chief Executive Officer

Acceptance Date: _____

Shares Accepted: _____

Warrant Shares Accepted: _____

IN WITNESS WHEREOF the Parties have signed this Amended and Restated Shareholders Rights Agreement as of the date first hereinabove set forth.

Additional Shareholder:

By:_____

Name:_____

Title:_____

Date:_____

Address:_____

_____

_____

_____

Email:_____

Phone:_____

Shares:_____

Warrant Shares:_____

SCHEDULE A
THE INVESTORS

SCHEDULE A

Company Bank Account Details