

Debt Repayment Restriction Agreement

This agreement (the “**Agreement**”), is entered into as of January 16, 2022 (the “**Effective Date**”), by and among Cannibble Foodtech Ltd. (the “**Company**”), and Messrs. Yoav Bar Joseph, Elad Barkan and Ziv Turner (the “**Founders**”) (each, a “**Party**” and together, the “**Parties**”).

WHEREAS, in accordance with British Columbia securities laws and in connection with the Company's long form preliminary prospectus, the Parties have entered into this Agreement to restrict Founders rights for repayment of their debt for accrued salary owed to the Founders by the Company through the date of this Agreement (the “**Accrued Debt**”) and the manner of classification of such debt in the Company’s records;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, the Parties hereto have hereby agreed as follows:

1. Debt Repayment Restriction. The Founders shall not request the repayment of the Accrued Debt and undertake not to convert such debt into shares of the Company for the duration of 12 months from the Effective Date (the “**Repayment Restriction**”). The Repayment Restriction shall not derogate from any rights of the Founders under any applicable laws.
2. Accrued Debt Classification. The Accrued Debt shall be registered in the Company’s records as long-term liability.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Israel, without regard to its principles concerning conflicts of Laws.
4. No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, the provisions of this Agreement are not intended for the benefit of or to be enforceable by any third party and shall not give rise to any right or remedy on the part of any third party.
5. Counterparts. This Agreement may be executed in one or more counterparts and the signatures delivered by facsimile or email, each of which shall be deemed an original, with the same effect as if the signatures were upon the same instrument and delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date



Cannibible Foodtech Ltd.

Name: Yoav Bar-Joseph

Title: CEO



Yoav Bar Josphe



Elad Barkan



Ziv Turner

[Signature Page to Debt Repayment Restriction Agreement]