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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

**(Amendment No. 2)\***

**HUB Cyber Security Ltd.**

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**(Name of Issuer)**

**Ordinary Shares, no par value per share**

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**(Title of Class of Securities)**

**M6000J168**

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**(CUSIP Number)**

**Thierry Valat De Cordova**  
**256 W. 38th Street, 15th Floor,**  
**New York, NY, 10018**  
**212-785 4680**

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**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

**04/23/2025**

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**(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No. M6000J168**

Name of reporting person

1

Dominion Capital LLC

2

Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only  
Source of funds (See Instructions)

4 AF, WC, OO  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 CONNECTICUT

Sole Voting Power

7

0.00

Number of Shares Beneficially Owned by Each Reporting Person With:

Shared Voting Power

8

0.00

Sole Dispositive Power

9

0.00

Shared Dispositive Power

10

0.00

Aggregate amount beneficially owned by each reporting person

11 0.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12   
Percent of class represented by amount in Row (11)

13 0.00 %

Type of Reporting Person (See Instructions)

14 OO

## SCHEDULE 13D

**CUSIP No.** M6000J168

Name of reporting person

1 DC Rainier SPV LLC

Check the appropriate box if a member of a Group (See Instructions)

2  (a)  
 (b)

3 SEC use only  
Source of funds (See Instructions)

4 AF, WC, OO  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 DELAWARE

Number of 7 Sole Voting Power

Shares Beneficially Owned by Each Reporting Person With: 0.00 Shared Voting Power 8 0.00 Sole Dispositive Power 9 0.00 Shared Dispositive Power 10 0.00  
 11 Aggregate amount beneficially owned by each reporting person 0.00  
 12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)   
 13 Percent of class represented by amount in Row (11) 0.00 %  
 14 Type of Reporting Person (See Instructions) OO

## SCHEDULE 13D

**CUSIP No.** M6000J168

1 Name of reporting person  
 Dominion Capital Holdings LLC  
 Check the appropriate box if a member of a Group (See Instructions)  
 2  (a)  
 (b)  
 3 SEC use only  
 4 Source of funds (See Instructions)  
 OO  
 5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)  
  
 6 Citizenship or place of organization  
 DELAWARE  
 Sole Voting Power  
 7 0.00  
 Number of Shares Beneficially Owned by Each Reporting Person With: 8 0.00 Shared Voting Power 9 0.00 Sole Dispositive Power 10 0.00 Shared Dispositive Power  
 11 Aggregate amount beneficially owned by each reporting person

12 0.00  
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)  
0.00 %  
Type of Reporting Person (See Instructions)

14 OO

## SCHEDULE 13D

**CUSIP No.** M6000J168

1 Name of reporting person  
Mikhail Gurevich  
Check the appropriate box if a member of a Group (See Instructions)

2  (a)  
 (b)

3 SEC use only

4 Source of funds (See Instructions)  
AF

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization  
UNITED STATES

7 Sole Voting Power  
0.00

Number of Shares Beneficially Owned by Each Reporting Person With:

8 Shared Voting Power  
0.00

9 Sole Dispositive Power  
0.00

10 Shared Dispositive Power  
0.00

11 Aggregate amount beneficially owned by each reporting person  
0.00  
Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

13 Percent of class represented by amount in Row (11)  
0.00 %  
Type of Reporting Person (See Instructions)

14 IN, HC

# SCHEDULE 13D

CUSIP No. M6000J168

1 Name of reporting person  
Gennadiy Gurevich  
Check the appropriate box if a member of a Group (See Instructions)

2  (a)  
 (b)

3 SEC use only  
Source of funds (See Instructions)

4 AF  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

6 Citizenship or place of organization  
UNITED STATES

7 Sole Voting Power  
0.00

Number of Shares Beneficially Owned by Each Reporting Person With: 8 Shared Voting Power  
0.00

9 Sole Dispositive Power  
0.00

10 Shared Dispositive Power  
0.00

11 Aggregate amount beneficially owned by each reporting person  
0.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13 Percent of class represented by amount in Row (11)  
0.00 %

14 Type of Reporting Person (See Instructions)  
IN, HC

# SCHEDULE 13D

Item 1. Security and Issuer  
Title of Class of Securities:  
(a) Ordinary Shares, no par value per share  
Name of Issuer:  
(b) HUB Cyber Security Ltd.  
Address of Issuer's Principal Executive Offices:  
(c) 2 Kaplan St., Tel Aviv, ISRAEL , 6473403.

**Item 1** Each of the reporting persons (collectively, the "Reporting Persons") have elected to voluntarily file this Amendment  
**Comment:** No. 2 to Statement on Schedule 13D (this "Amendment No. 2") to amend and supplement (i) Amendment No. 1 to Statement on Schedule 13D, filed by the Reporting Persons with the U.S. Securities and Exchange Commission ("SEC") on April 11, 2024 ("Amendment No. 1"), and (ii) the Statement on Schedule 13D, filed by the Reporting Persons with the SEC on March 18, 2024 (collectively with Amendment No. 1, the "Schedule 13D"). Capitalized terms used but not defined herein shall have the meanings attributed to them in the Schedule 13D. The Reporting Persons no longer own any securities of the Issuer and are voluntarily filing this Amendment No. 2 in order to publicly disclose the same and that they are not currently adverse to the Issuer.

**Item 2. Identity and Background**

- (a) This Amendment No. 2 is being filed by (i) Dominion Capital LLC, a Connecticut limited liability company ("Dominion"), (ii) DC Rainier SPV LLC, a Delaware limited liability company ("DC Rainier"), (iii) Dominion Capital Holdings LLC, a Delaware limited liability company ("Dominion Holdings"), (iv) Mikhail Gurevich and (v) Gennadiy Gurevich.
- (b) The principal business address of each of the Reporting Persons is 256 W. 38th Street, 15th Floor, New York, NY 10018.
- (c) The principal business of DC Rainier is to make and hold investments in the Issuer. Dominion is the manager of DC Rainier. Dominion Holdings is the manager of Dominion. Mikhail Gurevich and Gennadiy Gurevich are each managing members of Dominion Holdings.
- (d) During the last five years, neither the Reporting Persons (or a controlling entity thereof) nor any managing member or other member of any of the Reporting Persons (or a controlling entity thereof) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, neither the Reporting Persons (or a controlling entity thereof) nor any managing member or other member of any of the Reporting Persons (or a controlling entity thereof) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each of Mikhail Gurevich and Gennadiy Gurevich is a citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration**

None of the Reporting Persons owns any securities of the Issuer and therefore, the information contained in "Item 3. Source or Amount of Funds or Other Consideration" of the Schedule 13D with respect to securities of the Issuer previously owned by the Reporting Persons is not being amended by this Amendment No. 2.

**Item 4. Purpose of Transaction**

The information contained in "Item 4. Purpose of Transaction" of the Schedule 13D is being supplemented by this Amendment No. 2 as set forth below: On February 20, 2025, in satisfaction of the Issuer's obligations to Dominion as a result of the summary judgment awarded to Dominion by the Supreme Court of the State of New York on January 28, 2025 with respect to the claims by Dominion disclosed in the Schedule 13D, the Issuer and Dominion entered into a Forbearance and Settlement Agreement to settle such claims for \$4.5 million (the "Settlement Agreement"), with \$400,000 payable by February 21, 2025, \$200,000 payable by March 3, 2025 and the remaining balance payable in ten monthly payments of \$390,000 each, from March to December 2025. Pursuant to the Settlement Agreement, Dominion agreed that, upon receipt of the first installment payment, it will file a motion to stay the Israeli insolvency proceedings it had initiated, as disclosed in the Schedule 13D, and upon receipt of the second installment payment, it will file a motion to cancel such insolvency proceedings. Pursuant to the Settlement Agreement, Claymore Capital Pty Ltd. ("Claymore") and Dominion entered into an Assignment Agreement on February 20, 2025 (the "Assignment Agreement"), pursuant to which Claymore agreed to make all such required payments on the Issuer's behalf. In February 2025, Dominion received the first installment payment and filed a motion to stay such insolvency proceedings, and in March 2025, Dominion received the second installment payment and filed a motion to cancel such insolvency proceedings. As of the date of this Amendment No. 2, none of the Reporting Persons owns any securities of the Issuer, nor does any Reporting Person currently intend to purchase securities of the Issuer. Additionally, as of the date of this Amendment No. 2, no Reporting Person has any plans or proposals which relate to, or would result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. Except as described in this Item 4 above, the information contained in "Item 4. Purpose of Transaction" of the Schedule 13D is not being amended by this Amendment No. 2.

**Item 5. Interest in Securities of the Issuer**

- (a) See responses to rows 11 and 13 on the cover pages of this Amendment No. 2 for each Reporting Person.
- (b) See responses to rows 7, 8, 9 and 10 on the cover pages of this Amendment No. 2 for each Reporting Person.
- (c) Except as otherwise set forth in the Schedule 13D, no Reporting Person has, to the best of such Reporting Person's knowledge, engaged in any transaction with respect to the Ordinary Shares of the Issuer during the sixty days prior to the date of filing this Amendment No. 2.
- (d) None of the Reporting Persons owns any securities of the Issuer as of the date of this Amendment No. 2. Except as disclosed in this Amendment No. 2 and the Schedule 13D, the information contained in Item 5(d) of the Schedule 13D is not being amended by this Amendment No. 2.
- (e) 04-01-2024

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Dominion and the Issuer are parties to the Settlement Agreement, and in connection with the settlement of the claims described in the Schedule 13D, Dominion and Claymore agreed to enter into the Assignment Agreement. Except as described in Item 4 and Item 6 of this Amendment No. 2, the information contained in "Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer" of the Schedule 13D is not being amended by this Amendment No. 2. The descriptions of the Settlement Agreement and the Assignment Agreement are each qualified in their entirety by reference to the full text of each such agreement, as applicable, which are filed as set forth in Item 7 of this Amendment No. 2.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.7 - Settlement Agreement, dated as of February 20, 2025, by and between the Issuer and Dominion.  
Exhibit 99.8 - Assignment Agreement, dated as of February 20, 2025, by and between Claymore and Dominion.  
Except as disclosed in this Item 7, the information contained in "Item 7. Material to be filed as Exhibits" of the Schedule 13D is not being amended by this Amendment No. 2.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dominion Capital LLC

Signature: /s/ Dominion Capital LLC  
Mikhail Gurevich, Managing Member of  
Name/Title: Dominion Capital Holdings LLC, Manager of  
Dominion Capital LLC  
Date: 04/23/2025

DC Rainier SPV LLC

Signature: /s/ DC Rainier SPV LLC  
Mikhail Gurevich, Managing Member of  
Name/Title: Dominion Capital Holdings LLC, Manager of  
Dominion Capital LLC, Manager of DC Rainier  
SPV LLC  
Date: 04/23/2025

Dominion Capital Holdings LLC

Signature: /s/ Dominion Capital Holdings LLC  
Name/Title: Mikhail Gurevich, Managing Member  
Date: 04/23/2025

Mikhail Gurevich

Signature: /s/ Mikhail Gurevich  
Name/Title: Mikhail Gurevich  
Date: 04/23/2025

Gennadiy Gurevich

Signature: /s/ Gennadiy Gurevich  
Name/Title: Gennadiy Gurevich  
Date: 04/23/2025

**FORBEARANCE AND SETTLEMENT AGREEMENT**

This **FORBEARANCE AND SETTLEMENT AGREEMENT** (this “Agreement”) is entered into as of this 20th day of February 2025 (the “Effective Date”), by and Dominion Capital LLC (“Dominion”) and HUB Cyber Security Ltd. (“HUB”). Dominion and HUB shall be referred to collectively herein as the “Parties” and each, individually, as a “Party”).

**RECITALS**

**WHEREAS**, HUB executed a Senior Secured Demand Promissory Note, dated February 28, 2023 in favor of Dominion in the principal amount of \$2.5 million plus interest as set forth therein (as amended, the “Note”);

**WHEREAS**, Dominion commenced litigation against HUB in the Supreme Court of the State of New York, County of New York, styled as Dominion Capital LLC v. HUB Cyber Security Ltd., No. 656000/2023 (the “New York Action”), in which Dominion asserted a breach of contract claim against HUB for nonpayment of the Note;

**WHEREAS**, HUB appeared through counsel in the New York Action and objected to the relief sought by Dominion;

**WHEREAS**, HUB asserted a counterclaim against Dominion in the New York Action for tortious interference with prospective contractual and business relations (the “Counterclaim”), which Counterclaim was dismissed by Order of the Court, dated August 7, 2024;

**WHEREAS**, HUB has initiated an appeal of the Order dismissing its Counterclaim in the Appellate Division: First Department of the Supreme Court of the State of New York, styled as 2024-05557 (the “New York Appeal”);

**WHEREAS**, the Court in the New York Action, by Order dated January 28, 2025, awarded summary judgment in favor of Dominion and against HUB in the principal amount of \$2,500,000, plus (i) interest at the contractual rate of 10% per annum from February 23, 2023 through May 7, 2023, (ii) interest at the default rate of 24% per annum from May 8, 2023 through January 28, 2025, and (iii) interest at the New York statutory rate of 9% per annum thereafter, plus attorneys’ fees, costs and expenses in an amount to be determined (collectively, the “Summary Judgment Award”), all of which amounts remain unpaid as of the date hereof;

**WHEREAS**, the parties anticipate that the Clerk’s Office of the Supreme Court of the State of New York, New York County will enter a money judgment in favor of Dominion and against HUB in connection with the Summary Judgment Award;

**WHEREAS**, Dominion has also commenced an application to the District Court of Tel Aviv – Jaffa in Israel to commence proceedings under Israeli insolvency law as to HUB, in the proceeding bearing Case Number -25936-04-24 (the “Israeli Proceedings”);

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**WHEREAS**, the Parties seek resolve all matters, disputes, and claims that may exist between them in connection with the Note, the Counterclaim, the Summary Judgment Award, or the Israeli Proceeding, contingent upon, and subject to the terms and limitations herein;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, including the agreements contained herein, the receipt of which is hereby acknowledged, the Parties agree as follows

### **AGREEMENT**

1. **Payment & Assignment of Ratable Portions of Note to Claymore Capital**. Simultaneously with the execution of this Agreement, Dominion and Claymore Capital Pty Ltd. ("Claymore") shall execute an Assignment Agreement (with HUB to provide its signed acknowledgment thereof) in substantially the form as Exhibit A hereto, pursuant to which Claymore will purchase, and Dominion will assign to Claymore, ratable portions of the Note in the total aggregate amount of \$4,500,000 (the "Assignment Payment"), in accordance with the payment schedule set forth therein and summarized below:

- \$400,000 paid to Dominion on or before February 21, 2025;
- \$200,000 paid to Dominion on or before March 3, 2025;
- \$390,000 paid to Dominion on or before March 17, 2025;
- \$390,000 paid to Dominion on or before April 1, 2025;
- \$390,000 paid to Dominion on or before May 1, 2025;
- \$390,000 paid to Dominion on or before June 2, 2025;
- \$390,000 paid to Dominion on or before July 1, 2025;
- \$390,000 paid to Dominion on or before August 1, 2025;
- \$390,000 paid to Dominion on or before September 1, 2025;
- \$390,000 paid to Dominion on or before October 1, 2025;
- \$390,000 paid to Dominion on or before November 3, 2025; and
- \$390,000 paid to Dominion on or before December 1, 2025.

Each payment set forth above shall be made by Claymore in immediately available funds, by wire transfer to Dominion in accordance with the instructions provided in the Assignment Agreement.

For the avoidance of doubt, HUB acknowledges that unless and until Claymore fully completes the timely payment of all amounts of the Assignment Payment, Dominion shall retain its rights to the unassigned portions of the Note, and the Summary Judgment Award shall not be deemed to be fully satisfied unless and until the full payment of the Assignment Payment is received by Dominion. Furthermore, until full and timely payment of the amounts under the Assignment Payment is made by Claymore, Dominion shall be considered a creditor of HUB with a third-party guaranty (and for these purposes the Assignment Agreement with Claymore (Exhibit A) will be considered as Claymore's guaranty to pay Dominion the full Assignment Payment).

2. **Forbearance by Dominion in Enforcing Summary Judgment Award and Related Judgment**

In exchange for the full completion of the consideration to be provided pursuant to Section 1, Dominion shall agree to forbear from enforcing (but shall not forbear from perfecting) any judgment obtained in connection with the New York Action against HUB, provided that (1) HUB remains in material compliance with this Agreement and (2) Claymore remains in material compliance with the Assignment Agreement (including the payment schedule set forth therein).

Notwithstanding the foregoing, Dominion shall be entitled to complete the procedures for obtaining and entry of the judgment(s) contemplated by the Summary Judgment Award, including for the amounts of principal and interest as set forth in the Summary Judgment Award and for attorneys' fees, costs and expenses determined by the Court and substantiated by its Motion for Attorneys' Fees and Disbursements filed in the New York Action on February 11, 2025.

3. **Payment Reaffirmation.** HUB reaffirms its obligations to make all payments in accordance with the terms of the Note and the Summary Judgment Award, including without limitation all principal and interest due under the Note.

4. **Release by Dominion.** In exchange for the good and valuable consideration described herein, Dominion, on behalf of itself and any and all of its parents, subsidiaries, members, past and current officers, directors, shareholders, employees, agents, attorneys, successors, predecessors, and assigns, hereby releases, remises and forever discharges HUB and any and all of its parents, subsidiaries, members, past and current officers, directors, shareholders, employees, agents, attorneys, successors, predecessors and assigns, and each of them, of and from any and all claims, potential claims, demands, causes of actions, judgments, liabilities or other obligations of any kind or nature, whether known or unknown, existing, contingent, or otherwise, suspected or unsuspected, asserted or unasserted, arising out of the Note; provided, however, that, nothing in this Agreement shall be deemed to nullify or render unenforceable HUB's obligations relating to the Summary Judgment Award or any judgment entered in the New York Action relating thereto, which obligations, Summary Judgment Award and related judgment(s) shall remain binding and enforceable unless and until the Assignment Payment is paid in full to Dominion in accordance with Section 1 of this Agreement. For purposes of clarity, unless the Assignment Payment is timely paid in full to Dominion in accordance with Section 1 of this Agreement, the release set forth in this Section 4 shall be cancelled and be of no effect. Dominion shall be considered a creditor with Claymore's guaranty to pay Dominion the full Assignment Payment. Notwithstanding the foregoing, it is hereby clarified that in the event that the court presiding over the Israeli Proceeding chooses to continue the Israeli Proceeding and/or any if any future insolvency proceeding is commenced against HUB in Israel (including but not limited to any receivership, stay of proceedings, or any similar insolvency proceeding), Dominion shall be considered a creditor of HUB with a third-party guaranty, and Dominion shall be entitled assert all of its rights in such proceeding, whether statutory or contractual, including the full enforcement of the Note.

Notwithstanding the foregoing, this release shall not include the claims or any rights or remedies contained in or arising from any of the obligations of HUB set forth in this Agreement.

For the avoidance of doubt, the release set forth in this Section 4 shall be of no effect on any rights that Claymore may have against HUB in connection with the contemplated assignment of ratable portions of the Note to Claymore pursuant to Section 1 hereof.

5. **Release by HUB.** In exchange for the good and valuable consideration described herein, HUB, on behalf of itself and any and all of its parents, subsidiaries, members, past and current officers, directors, shareholders, employees, agents, attorneys, successors, predecessors, and assigns, hereby releases, remises and forever discharges Dominion and any and all of its parents, subsidiaries, members, past and current officers, directors, shareholders, employees, agents, attorneys, successors, predecessors and assigns, and each of them, of and from any and all claims, potential claims, demands, causes of actions, judgments, liabilities or other obligations of any kind or nature, whether known or unknown, existing, contingent, or otherwise, suspected or unsuspected, asserted or unasserted, arising out of the Note and/or the Counterclaim; provided, however, that nothing herein shall be construed as restricting or releasing any claims arising out of or related to this Agreement.

Notwithstanding the foregoing, this release shall not include the claims or any rights or remedies contained in or arising from any of the obligations of Dominion set forth in this Agreement.

6. **Dismissal of the New York Appeal and Motion to Stay Israeli Proceeding; HUB to Waive Appeal of Summary Judgment Award.**

6.1. On or before February 23, 2025, and provided that, Claymore has paid at least \$400,000 of the Assignment Payment as required up to that point in accordance with the payment schedule prescribed under Section 1 of this Agreement, the Parties and/or their counsel shall execute and file a motion to stay and hold the Israeli Proceeding;

6.2. On or before March 5, 2025, and provided that, Claymore has paid at least \$600,000 of the Assignment Payment as required up to that point in accordance with the payment schedule prescribed under Section 1 of this Agreement, the Parties and/or their counsel shall execute and file necessary paperwork in order to discontinue the New York Appeal with prejudice.

6.3. On or before March 5, 2025, and provided that, Claymore has timely paid at least \$600,000 of the Assignment Payment as required up to that point in accordance with the payment schedule prescribed in Section 1 above, the Parties and/or their counsel shall execute and file a motion to the withdrawal of the Israeli Proceedings. For avoidance of doubt, HUB understands and acknowledges that the mere filing of the motion does not guarantee the dismissal of the Israeli Proceedings, and that, the court presiding over the Israeli Proceeding may choose to continue the Israeli Proceeding and/or any if any future insolvency proceeding is commenced against HUB in Israel (including but not limited to any receivership, stay of proceedings, or any similar insolvency proceeding. Additionally, HUB expressly waives any right to, and agrees that it shall not file, an appeal in connection with the Summary Judgment Award. For the avoidance of doubt, in the event that any required payments of the Assignment Payment are not paid when due, Dominion shall be entitled to seek the resumption of the Israeli Proceedings and/or to seek additional legal or equitable remedies (including in New York) at its sole election, including, without limitation, the enforcement of the Summary Judgment Award and any Judgment relating thereto.

7. **No Admission**. No Party hereto admits having engaged in any wrongful conduct or having violated the rights of any other Party hereto. The Parties hereby agree that nothing in this Agreement constitutes or shall be deemed to constitute an admission of wrongdoing.

8. **Severability**. If any one or more of the provisions in this Agreement is ruled to be wholly or partly invalid or unenforceable by a court or other governmental body of competent jurisdiction then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (b) the effect of the ruling shall be limited to the jurisdiction of the court or other governmental body making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other governmental body is authorized to amend and to reform the provision(s) to the minimum extent necessary to render it valid and enforceable in conformity with the Parties' intent as manifested in this Agreement, and a provision having a similar economic effect shall be substituted; and (d) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

9. **Amendment; No Waiver**. This Agreement may not be terminated, amended or modified in any way except by written instrument signed by all Parties. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Further, no Party shall be deemed to have waived any provision of or right under this Agreement unless such waiver is set forth in writing signed by the Party against whom waiver is asserted.

10. **Construction**. This Agreement shall not be construed more strictly against any Party hereto merely by the virtue of the fact that this Agreement may have been drafted or prepared by such Party or its counsel, it being recognized that all of the Parties hereto have contributed substantially and materially to its preparation and that this Agreement has been the subject of negotiations between the Parties and is a product of such negotiation.

11. **Headings**. The headings, captions, and titles appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Agreement or any paragraph or provision therein.

12. **Effectuation**. Each of the Parties agrees to execute any and all additional documents necessary to effectuate the intent and purpose of this Agreement.

13. **Reliance Upon Counsel**. The Parties hereto have relied, or have had the opportunity to rely, upon the advice and representation of counsel selected by them respecting the legal liabilities and obligations of the Parties hereto, including, but not limited to, all claims released hereunder, and the Parties hereto have been fully advised, or had the opportunity to be fully advised, as to the legal effect thereof by their respective counsel. The Parties hereby represent that they have each entered into this Agreement willingly and voluntarily with full knowledge and understanding of the terms and consequences hereof.

14. **Entire Agreement.** This Agreement, together with the exhibits referenced and incorporated herein, constitute the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. No prior or contemporaneous representations, promises, or agreement, oral or written, relating hereto not herein contained shall be of any force or effect, or are or can be relied upon in any way. No change or modification of this Agreement shall be valid or binding upon the Parties unless and until the same is in writing. For the avoidance of doubt, all representations made by HUB to Dominion shall remain in full force and effect until the full completion of this Agreement.

15. **Binding Agreement.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and each of their respective predecessors, successors, assigns, subsidiaries, parents, representatives, agents, officers, directors, trustees, employees, and personal representatives, whether past, present or future.

16. **Governing Law & Jurisdiction.** The construction, interpretation, and enforcement of this Agreement shall at all times and in all respects be governed by the laws of the State of New York (but without regard to any insolvency law in Israel which may be applicable to HUB), without reference to the State of New York's choice of law or conflict of law provisions and principles. Any claim arising from and/or relating to this Agreement in any way shall be brought and maintained exclusively in the state or federal courts in the State of New York, County of New York, and each Party consents to the jurisdiction of said courts and waives any defense or challenge to such a proceeding based on personal jurisdiction, forum non conveniens or venue. Each Party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement by first-class mail or recognized overnight courier as follows (which shall constitute valid and sufficient service): (i) upon Dominion, at 256 West 38th Street, 15th Floor, New York, New York, 10018, Attn: Mikhail Gurevich; and (ii) upon HUB, at 2 Kaplan Street, Tel Aviv-Yaffo, 6473403, Israel, Attn: Noah Hershcoviz.

17. **Attorneys' Fees.** Dominion shall be entitled to recover from HUB all reasonable attorneys' fees, costs and expenses incurred by Dominion in any efforts to enforce this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, including facsimile or email counterparts, each of which, when all Parties have executed at least one such counterpart, shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument, but all of which together shall constitute one and the same Agreement.

19. **Representations and Warranties.** The Parties each warrant and represent that the execution and delivery of this Agreement is not in contravention of law, and, except as has been previously obtained, does not require the consent or approval of any governmental body, agency or authority, or other person and that this Agreement will constitute the valid and binding obligations of the Parties enforceable in accordance with its terms. Each of the Parties represents that the person signing this Agreement on its behalf below has been fully authorized to do so, and that the undersigned do fully understand the terms of this Agreement and have the express authority to enter into this Agreement.

*[signature page to follow]*

IN WITNESS WHEREOF, this Agreement has been executed on the date first written above.

**DOMINION CAPITAL LLC**

By: /s/ Mikhail Gurevich  
Name: Mikhail Gurevich  
Title: Authorized Signatory

**HUB CYBER SECURITY LTD.**

By: /s/ Noah Hershcoviz  
Name: Noah Hershcoviz  
Title: CEO

## EXECUTION VERSION

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (the “**Agreement**”) is made by and between Claymore Capital Pty Ltd. (the “**Assignee**”) and Dominion Capital LLC (the “**Assignor**”), effective February 20, 2025. The Assignor and the Assignee are sometimes referred to in this Agreement singly as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS**, the Assignor is the holder of that certain promissory note (the “**Note**”), dated February 28, 2023 and issued by HUB Cyber Security Ltd. (the “**Company**”), in the principal amount of \$2,500,000 with interest and fees having accrued (and continuing to accrue) thereon, with the current outstanding value understood by the Parties to be over USD \$4,500,000;

**WHEREAS**, Assignor desires to assign and sell, and Assignee desires to purchase, ratable portions of the Note in accordance with the terms and schedule set forth herein;

**WHEREAS**, Assignor agrees that, upon Assignor’s receipt of each payment set forth in Section 1.1 herein from Assignee, in compliance with the schedule set forth herein, Assignee shall be assigned a ratable portion of the interests and rights to the Note, including any accrued but unpaid interest, and the Assignor shall have no claim, right or other ownership in such amounts; and

**WHEREAS**, the above Recitals are incorporated into and made part of this Agreement and Parties intend to be bound by the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Assignment of Interest. The Assignor agrees to sell, transfer, and assign the Note to Assignee in ratable portions on the dates as set forth herein (collectively, the “Assignment”) and Assignee agrees to purchase those portions of the Note and accepts such Assignment, subject to the terms and conditions of this Agreement.
    - 1.1 As consideration for the Assignment, Assignee or its designee shall make all payments to Assignor as set forth in the Schedule of Payments in Exhibit A attached hereto in immediately available funds, subject to the terms and conditions of this Agreement.
    - 1.2 Each payment shall be made by bank transfer pursuant to the written instructions of Assignor to Assignee, a copy of which is attached hereto as Exhibit B
    - 1.3 Upon the timely payment by Assignor to Assignee of all amounts set forth in the Schedule of Payments, the Note and all related rights thereunder shall be deemed to have been fully assigned to Assignee, and Assignor shall have no remaining rights thereunder.
    - 1.4 For the avoidance of doubt, Assignor and the Company each acknowledge that, unless and until Assignee fully completes the timely payment of all amounts set forth in the Schedule of Payments, Assignor shall retain its rights to the unassigned portions of the Note, including with respect to the amounts awarded to it in the action in the Supreme Court of the State of New York, County of New York Dominion Capital LLC v. HUB Cyber Security Ltd., No. 656000/2023.
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2. Representations and Warranties.

- 2.1 Each of Assignor and Assignee represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.
- 2.2 Assignor further represents that Assignor holds its right in the Note free and clear of all mortgages, pledges, restrictions, liens, charges, encumbrances, security interests, obligations or other claims. Upon execution and delivery hereof, this Agreement shall be a legal, valid and binding agreement of Assignor, enforceable against Assignor in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and by general principles of equity.
- 2.3 Assignor further represents that no consent, approval or agreement of any individual or entity is required to be obtained by Assignor in connection with the execution and performance by Assignor of this Agreement or the execution and performance by Assignor of any agreements, instruments or other obligations entered into in connection with this Agreement.
- 2.4 Assignee warrants and represents that it has, and shall continue to have, all requisite financing capabilities to fully and timely meet all of its payment obligations thereof.
4. Assignor and Assignee Bound. Assignor and Assignee each hereby accepts the foregoing assignment and transfer and promises to be bound by and upon all the covenants, agreements, terms and conditions set forth therein.
5. Benefit and Assignments. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no party, except Assignee, shall assign or transfer all or any portion of this Agreement without the prior written consent of the other party, and any such attempted assignment shall be null and void and of no force or effect.
6. Jurisdiction and Venue. The construction, interpretation, and enforcement of this Agreement shall at all times and in all respects be governed by the laws of the State of New York, without reference to the State of New York's choice of law or conflict of law provisions and principles. Any claim arising from and/or relating to this Agreement in any way shall be brought and maintained exclusively in the state or federal courts in the State of New York, County of New York, and each Party consents to the jurisdiction of said courts and waives any defense or challenge to such a proceeding based on personal jurisdiction, forum non conveniens or venue. Each Party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement by first-class mail or recognized overnight courier as follows (which shall constitute valid and sufficient service): (i) upon Assignor, at 256 West 38th Street, 15th Floor, New York, New York, 10018, Attn: Mikhail Gurevich; and (ii) upon Assignee, at Level 27, 25 Bligh Street, Sydney NSW 2000, Australia.

7. Headings. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.
8. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
9. Entire Agreement. This Agreement contains the entire understanding between the Parties, no other representations, warranties or covenants having induced either Party to execute this Agreement and supersedes all prior or contemporaneous agreements with respect to the subject matter hereof. This Agreement may not be amended or modified in any manner except by a written agreement duly executed by the Party to be charged, and any attempted amendment or modification to the contrary shall be null and void and of no force or effect.
10. Counterparts. This Agreement may be executed in any number of counterparts by original, facsimile or email signature. All executed counterparts shall constitute one Agreement notwithstanding that all signatories are not signatories to the original or the same counterpart. Facsimile, scanned signatures, and electronic are considered original signatures.
11. Modification. This Agreement may only be modified in a writing signed by all Parties and acknowledged by the Company.

*[Balance of the Page Intentionally Blank; Signature Page on Next Page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

**DOMINION CAPITAL LLC**

By: /s/ Mikhail Gurevich

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Name: Mikhail Gurevich

Title: Authorized Person

**CLAYMORE CAPITAL**

By: /s/ Anton Rosenberg

\_\_\_\_\_  
Name: Anton Rosenberg

Title: Managing Director

The Company hereby acknowledges the Assignment of the Securities.

**HUB CYBER SECURITY LTD.**

By: /s/ Noah Herscoviz

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Name: Noah Herscoviz

Title: CEO

**EXHIBIT A**

**SCHEDULE OF PAYMENTS**

<b>Payment Amount</b>	<b>Payment Deadline</b>
\$400,000	February 21, 2025
\$200,000	March 3, 2025
\$390,000	March 17, 2025
\$390,000	April 1, 2025
\$390,000	May 1, 2025
\$390,000	June 2, 2025
\$390,000	July 1, 2025
\$390,000	August 1, 2025
\$390,000	September 1, 2025
\$390,000	October 1, 2025
\$390,000	November 3, 2025
\$390,000	December 1, 2025

**EXHIBIT B**

**WIRING INSTRUCTIONS**

(See attached)