

Registration No. 333-

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORMS-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**FITS MY STYLE INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**7310**  
(Primary Standard Industrial  
Classification Code Number)

**27-3440894**  
(IRS Employer  
Identification No.)

**Fits My Style Inc.**

9A Yadin Igal St Ra'anana, Israel 43582  
Tel + 972 9 7748757

(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

Vcorp Services, LLC  
5348 Vegas Drive  
Las Vegas, NV 89108

Copies to:  
David Lubin & Associates, PLLC  
David Lubin, Esq.  
10 Union Avenue  
Suite 5  
Lynbrook, NY 11563

Tel: (702) 871 8678  
(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

Telephone No.: (516) 887-8200  
Facsimile: (516) 887-8250

**Approximate date of commencement of proposed sale to the public:**

[From time to time after this registration statement becomes effective]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer:

Accelerated filer:

Non-accelerated filer:

Smaller reporting company:

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per share(1)(2)	Proposed maximum aggregate offering price(1)(2)	Amount of registration fee
Common Stock	786,000	\$ 0.05	\$ 39,300	\$ 4.55

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457 under the Securities Act of 1933, as amended.

(2) The selling shareholders will offer their shares at \$.05 per share. The price of \$.05 is a fixed price at which the selling shareholders may sell their shares until the Company's common stock is quoted on the Over-The-Counter (the "OTC") Bulletin Board, and, assuming we secure this qualification for quotation, thereafter at prevailing market prices or privately negotiated prices. The fixed price of \$.05 has been determined as the selling price based upon the original purchase price paid by the selling shareholders which was \$.05. There is no public market for our

securities. Our common stock is not traded on any exchange or quoted on the over-the-counter market. We intend to have a market maker file an application with the Financial Industry Regulatory Authority ("FINRA") for our common stock to be eligible for quotation on the OTC Bulletin Board. We do not yet have a market maker who has agreed to file such application and there can be no assurance that a market maker will agree to file the necessary documents with FINRA, which operates the OTC Bulletin Board, nor can there be any assurance that such an application for quotation will be approved. We will not receive proceeds from the sale of shares from the selling shareholders.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS (Subject to Completion)

Dated [\_\_\_\_] [\_\_], 2011

## PROSPECTUS



### 786,000 Shares of Common Stock

Our selling shareholders are selling up to 786,000 shares of common stock at a price per share of \$0.05 until our shares are quoted on the Over-The-Counter (“OTC”) Bulletin Board, and, assuming we secure this qualification for quotation, thereafter at prevailing market prices or privately negotiated prices. There is no public market for our securities. Our common stock is not traded on any exchange or quoted on the over-the-counter market. We intend to have a market maker file an application with the Financial Industry Regulatory Authority (“FINRA”) for our common stock to be eligible for quotation on the OTC Bulletin Board. We do not yet have a market maker who has agreed to file such application.

We will not receive any of the proceeds from the offer and sale of the shares. We will pay the expenses of this offering.

**OUR BUSINESS IS SUBJECT TO MANY RISKS AND AN INVESTMENT IN OUR SHARES OF COMMON STOCK WILL ALSO INVOLVE A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY CONSIDER THE FACTORS DESCRIBED UNDER THE HEADING “RISK FACTORS” BEGINNING ON PAGE 5 BEFORE INVESTING IN OUR SHARES OF COMMON STOCK.**

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The information in this prospectus is not complete and may be changed. This prospectus is included in the registration statement that was filed by us with the Securities and Exchange Commission. The selling stockholders may not sell these securities until the registration statement becomes effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

The date of this prospectus is [\_\_\_\_] [\_\_], 2011

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## PROSPECTUS SUMMARY

*This consolidated summary highlights the essential information contained within this prospectus and is intended to form an overview of Fits My Style Inc.'s technology, business objectives, ambitions and financial projections. The summary may not contain all the relevant information that may be important to you in formulating an investment decision and should be read in conjunction with the remainder of this prospectus, with particular consideration for the "Risk Factors", financial statements, notes to the financial statements and the projections of performance when forming a view of the Company. All references to "we," "us," "our," "our Company," or "the Company" refer to Fits My Style Inc.*

### **About Our Company**

We were incorporated in July 2010 under the laws of the State of Nevada. Our principal executive offices are currently located at 9A Yadin Igal St Ra'anana, Israel 43582. Our telephone number is 972-9-774-8757. We are yet to initiate operations and are still in the process of technological development. We intend to develop a web service that will allow merchants' buyers simulate how particular merchandise would look at their home or office before making a purchase. We have not generated any revenue from operations to date and are a development stage company. We currently have no employees other than our two corporate officers.

If we are successful at developing our product, we intend to exploit advertising opportunities in retail shops and other consumer based establishments via digital media.

Our common stock has not previously been traded. Consequently, like with any investment of this nature there is a significant degree of risk involved in our company. There is a significant degree of risk inherent in our company, including, but not necessarily limited to the "Risk Factors" described herein. These should be considered before any investment decision is made.

### **Business**

Our goal is to develop an interactive merchant-to-location suitability evaluation web service (the "web service") that will allow potential buyers to visualize how the merchandise would look like as if the product was placed in their home, office or any other location before they actually purchase it. Once this technology is available we hope to make it accessible by a Smartphone application.

#### ***Web Service / Smartphone Application Functionality Description***

The merchant-to-location suitability evaluation web service we are developing will be added to an existing vendor's web site consisting of an online catalog of furniture, paintings, home décor accessories etc. Potential buyers can browse through the catalog, select merchandise and customize its color, finish and other options that the vendor's website offers. Our web service will provide the potential buyer with an option to upload a previously taken photo of the location intended for the proposed purchase, and by using a set of user friendly tools, place the virtual merchandise onto the uploaded photo. The product can be moved, scaled, and positioned anywhere over the photo to allow the potential buyer to fully experience how the merchandise would fit into or look like in the intended location. The Smartphone application will have the same functionality as the web service differentiated by the ability to upload a picture taken from the phone's camera.

Our web service will not offer the ability to upload the location photo. The photo needs to be taken, digitized and transferred to a computer with internet connectivity by the potential buyer.

## The Offering

Common stock issued and outstanding before the offering	3,836,000 shares
Common stock offered by selling stockholders	786,000 shares. The selling shareholders will offer their shares at \$0.05 per share until our shares are quoted on the OTC Bulletin Board and, thereafter they will be traded at a price dictated by market forces, or otherwise negotiated privately.
Common stock to be issued and outstanding before the offering	3,836,000 shares.
Use of proceeds	No proceeds shall be received by the Company from the sale of common stock.
Risk factors	The purchase of shares in this offering pose a substantial risk and consideration of the section entitled "Risk Factors" should be carefully reviewed and considered.
Market for securities	There is no public market for our securities. Our common stock is not traded on any exchange or quoted on the over-the-counter market. We intend to have a market maker file an application with FINRA for our common stock to be eligible for quotation on the OTC Bulletin Board. We do not yet have a market maker who has agreed to file such application.

## Summary Financial Information for the Period July 26, 2011 (inception) to March 31, 2011

<b>Statement of Operations</b>	
<b>Data: Operating Revenues</b>	<b>0</b>

<b>Income (loss) from Operations:</b>	<b>\$</b>	<b>(26,745)</b>
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<b>Net Income (loss):</b>	<b>\$</b>	<b>(26,745)</b>
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**Balance Data Sheet:**                      **March 31, 2011**

<b>Total assets</b>	<b>\$</b>	<b>40,555</b>
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<b>Total liabilities</b>	<b>\$</b>	<b>0</b>
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<b>Stockholders' Equity</b>	<b>\$</b>	<b>40,555</b>
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## FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical fact, included in this prospectus regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects and plans and objectives of management are forward-looking statements. The words “anticipates,” “believes,” “estimates,” “expects,” “intends,” “may,” “plans,” “projects,” “will,” “would” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

We have based these forward-looking statements on our current expectations and projections about future events. Although we believe that the expectations underlying our forward-looking statements are reasonable, these expectations may prove to be incorrect, and all of these statements are subject to risks and uncertainties. Therefore, you should not place undue reliance on our forward-looking statements. We have included important risks and uncertainties in the cautionary statements included in this prospectus, particularly the section called “Risk Factors” incorporated by reference herein. We believe these risks and uncertainties could cause actual results or events to differ materially from the forward-looking statements that we make. Should one or more of these risks and uncertainties materialize, or should underlying assumptions, projections or expectations prove incorrect, actual results, performance or financial condition may vary materially and adversely from those anticipated, estimated or expected. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

## RISK FACTORS

In forming an investment decision, careful consideration of the information described in this section as well as those disclosed in the remainder of this document is advised. While we seek to disclose all significant information relating to the Company, it is important to note that additional risks and uncertainties may not be known at this time. Furthermore, certain risks may be ignored if they are considered to have no material consequence.

Significant risks as identified by us are described below. Should any of these theoretical possibilities occur, these may have a materially adverse affect on our business, financial condition, operation and results. Consequently, the value of common stock may decline and an investor could lose all or part of their investment. Such risks are described below:

### **Risks Related to Our Business and Industry**

*We expect losses in the future because we have no revenue to offset losses.*

As we have no current revenue, we are expecting losses over the next 12 months because we do not yet have any revenues to offset the expenses associated with the development and implementation of our business plan. We have a net loss of \$26,745 and net cash used by operations of \$1,245 from July 26, 2010 (inception) through March 31, 2011. We cannot guarantee that we will ever be successful in generating revenues in the future. We recognize that if we are unable to generate revenues, we will not be able to earn profits or continue operations. There is no history upon which to base any assumption as to the likelihood that we will prove successful, and we can provide investors with no assurance that we will generate any operating revenues or ever achieve profitable operations.

*We have a going concern opinion from our auditors, indicating the possibility that we may not be able to continue to operate.*

We are a development stage company and have not commenced our planned principal operations. The Company has no revenues and incurred a net loss of \$26,745 during the period July 26, 2010 (inception) to March 31, 2011. Furthermore, we anticipate generating losses for the next 12 months. These factors raise substantial doubt that we will be able to continue operations as a going concern, and our independent auditors included an explanatory paragraph regarding this uncertainty in their report on our financial statements for the period July 26, 2011 (inception) to March 31, 2011. Our ability to continue as a going concern is dependent upon our ability to raise additional funds, either in the form of debt or equity or some combination thereof and/or achieve sufficient profitable operations. There is no assurance that the Company will be able to raise such funds or achieve such profitable operations.

***Since our officers can work or consult for other companies, there can be a conflict of interest and their activities could slow down our operations.***

Mr. Nir Bar, our president and also a member of our board of directors, is not required to work exclusively for us. He does not devote all of his time to our operations. Therefore, it is possible that a conflict of interest with regard to his time may arise based on his other employment. His other activities may prevent him from devoting full-time to our operations which could slow our operations and may reduce our financial results because of the slow down in operations. We do not have any agreement with Mr. Bar regarding the services he is to provide to us. It is expected that Mr. Bar will devote between 15 and 20 hours per week to our operations on an ongoing basis, and will devote full days and even multiple days at a stretch when required.

***We have a limited operating history upon which to base an investment decision.***

We are a start-up company that is in the initial stages of product development and has no track record in terms of operating history, revenue generation or profitability. By virtue of this fact we do not have historic indicators by which to evaluate the reasonableness of our proposed objectives. This is an uncertainty common across a majority of start-up enterprises and our prospects must be considered in this light.

***We require significant capital that we can't be certain to obtain. Even if we do obtain financing our then existing shareholders may suffer substantial dilution.***

Our capital requirements in connection with research and development, marketing and in-house operating expenses will be significant. Such funds may come from the sale of equity and/or debt securities and/or loans. Given existing difficulties in credit markets, no assurance can be given that funds will certainly be made available to us on terms we deem acceptable. The inability to raise the required capital will restrict our ability to develop and market our product and may reduce our ability to continue to conduct business operations. If we are unable to obtain necessary financing, we will likely be required to curtail our development plans which could cause the Company to become dormant. We currently do not have any arrangements or agreements to raise additional capital. Any additional equity financing may involve substantial dilution to our then existing shareholders.

***Our inability to raise sufficient capital or generate adequate revenue to meet our obligations and fund our operating expenses may requires us to curtail or cease operations.***

We have not had any revenues since our inception. Failure to raise adequate capital and generate adequate sales revenues to meet our obligations and develop and sustain our operations could result in our having to curtail or cease operations. Additionally, even if we do raise sufficient capital and generate revenues to support our operating expenses, there can be no assurances that the revenue will be sufficient to enable us to develop our business to a level where it will generate profits and cash flows from operations sufficient to sustain us. These matters raise substantial doubt about our ability to continue as a going concern. Our independent auditors currently included an explanatory paragraph in their report on our financial statements regarding concerns about our ability to continue as a going concern. Accordingly, our failure to generate sufficient revenues or to generate adequate capital could result in the failure of our business and the loss of your entire investment.

***We are heavily dependant on management from an operational perspective.***

We are dependent upon the services of our management to determine and implement our overall focus and strategy. We rely on the decisions of management to be in our best interest. However, like in any other business this is sometimes not the case, and to that extent, our commercial viability may be impaired.

***We are exposed to the whims of industry.***

Major part of our core development relies on a technology developed by a third party vendor which we have no contract with and is not bound to us by any means. If this vendor chooses to cease its development and support in this technology our development would be affected in a way that may lead us into a situation where we will not be able to deliver the product nor the services we intended to develop and harm our ability to execute our business plan.

***We may fail in the development of our web service or to hire qualified people or to have the capital needed to develop final product and as a result our ability to execute our business plan may be negatively affected.***

The development of our web service is complicated and our success cannot be guaranteed. Initial development of a preliminary proof-of-concept website is planned to be outsourced to a company controlled by our president Mr. Nir Bar. The development of a commercial version of our web service and the Smartphone application will require additional resources, hire in-house manpower, and raise substantial amount of additional capital. We cannot guarantee that we will be able to succeed in achieving all or any of these requirements. The immediate implication of such failure is a harmful impact in our ability to execute our business plan.



***Since the agreement we have with a related party to develop our technology can be terminated at any time, we are vulnerable to not being able to have the technology developed.***

Since we have no employees or contractors engaged to develop the web site and related technology, we rely solely on beT Visual Communications Ltd., an Israeli company affiliated with an officer and director. Said agreement provides that the contractor can terminate the agreement at any time upon 45 days' notice. Furthermore, the term of the agreement is completed upon the earlier to occur of January 31, 2012 or when the scope of the engagement is completed. In either of these situations, the web site and related technology may not be completed yet we would not have the services of our contractor. This could result in the company not having a product to market

***Our products may not achieve market acceptance.***

We are planning to develop a web service offering capabilities that to our best knowledge do not currently exist in the market. Poor market acceptance of the web service and its features or other unanticipated events may result in lower revenues than anticipated, making anticipated expenditures on development, advertising and promotion not feasible.

***Our webservice may turn out to be unattractive, unneeded, or incomplete***

We assume that there is a need and a market for the services planned to be offered by the web service we intend to develop. Those assumptions are not backed by any market or success potential research. Therefore there is a great uncertainty about what the results of our development would be. There may not be a market or a need for such services; the services may turn out to be business depressive to our potential clients; the services may be in complete requiring unplanned development. Those possibilities and others that we may not have projected could harm our ability to execute our business plan.

***Failure to attract and retain qualified employees could harm our ability to execute our business plan.***

To date, we have no employees other than our sole officer and we can provide no assurance we will be able to attract and retain qualified engineers while ensuring that labor costs will be kept low, or that, if they do increase, they can be matched by corresponding increases in revenues.

***We do not have any protected intellectual property***

We are not planning to develop any new technology or anything that we can claim intellectual property rights of. We are not planning to submit any patent applications for approval. Services similar to the ones offered by our web service may be easily used by potential competitors in their respective websites.

***Intellectual property claims against us could be costly and could impair our business.***

We believe that we do not infringe patents or other proprietary rights of third parties. However, there can be no assurance that third parties will not claim that our current or future developments infringe such rights of third parties. Any such claim, with or without merit, could result in costly litigation or require us to enter into royalty or licensing agreements in order to obtain a license to continue to develop and market the affected service. There can be no assurance that we would prevail in any such action or that any license (including licenses proposed by third parties) would be made available on commercially acceptable terms, if at all. If we become involved in litigation over proprietary rights, it could consume a substantial portion of our managerial and financial resources, which could have a material adverse effect on our business and financial condition.

***We may not be able to compete with competitors, some of whom have greater resources and experience than we do***

We see our development as a complementary service to any website selling online merchants. Although we do not view ourselves as a threat to any company, some companies may view our concept and services as a threat to them and could look for ways to prevent us from getting into the market or reduce our market share once created. Such companies can also develop more effectively alternate services and may be able to introduce such services into the market in favorable terms and using aggressive pricing or licensing policies, which may hinder our ability to penetrate the market.

***If we are unable to obtain funding, our business operations will be harmed. Even if we do obtain financing our then existing shareholders may suffer substantial dilution.***

We will require funds to develop the commercial version of our web service, create a marketing program and address all necessary concerns to achieve sales and income. We anticipate that may require additional capital to fund our operations for the next twelve months. Such funds may come from the sale of equity and/or debt securities and/or loans. It is possible that additional capital will be required to effectively support our operations and to otherwise implement our overall business strategy. The inability to raise the required capital will restrict our ability to develop and market our service and may reduce our ability to continue to conduct business operations. If we are unable to obtain necessary financing, we will likely be required to curtail our development plans which could cause the company to become dormant. We currently do not have any arrangements or agreements to raise additional capital. Any additional equity financing may involve substantial dilution to our then existing shareholders.

***We may not be able to raise sufficient capital or generate adequate revenue to meet our obligations and fund our operating expenses.***

We have not had any revenues since our inception. Failure to raise adequate capital and generate adequate sales revenues to meet our obligations and develop and sustain our operations could result in our having to curtail or cease operations. Additionally, even if we do raise sufficient capital and generate revenues to support our operating expenses, there can be no assurances that the revenue will be sufficient to enable us to develop our business to a level where it will generate profits and cash flows from operations sufficient to sustain us. These matters raise substantial doubt about our ability to continue as a going concern. Our independent auditors currently included an explanatory paragraph in their report on our financial statements regarding concerns about our ability to continue as a going concern. Accordingly, our failure to generate sufficient revenues or to generate adequate capital could result in the failure of our business and the loss of your entire investment.

***Our business may at a later date transact internationally attracting currency risk that would have to be hedged.***

Our initial operations will be based in Israel, a country whose principle dealings are transacted in New Israeli Shekels. This will incur risk, particularly as we are exposed to currency fluctuations inherent in international dealings. This may lead to significant gains or losses that do not represent operational performance in our financial results. We will try to manage this risk through adopting what we regard as the appropriate hedging instruments relevant to the volume and location of international business. The volume of international business is difficult to predict and hence the magnitude of this risk can not be accurately forecasted.

***Our By-laws contain provisions indemnifying our officers and directors against certain expenses incurred by them.***

Our By-laws provide for indemnification of our directors and officers for expenses they incur in such capacities as parties to litigation involving us, provided that such officer or director is not adjudged negligent in carrying out his or her duties as a director or officer. In the event that an officer or director seeks indemnification under such provisions, we may incur significant legal and other costs.

***Our charter documents do not contain explicit anti-takeover provisions, which could result in a change of our management and directors if there is a take-over of our Company.***

We do not currently have a shareholder rights plan or any explicit anti-takeover provisions in our charter documents. The lack of explicit anti-takeover provisions in our charter documents makes a change in control of our Company easier to accomplish.

## **Risks Related to our Location in Israel**

### ***Conditions in Israel may impact on operational viability as well as market demand for our product.***

We will initially be launching our product in Israel before rolling it out to other western nations including the US. This exposes us to the economic, political and military conditions in the country at any given time. Given the turbulent conditions inherent to the region, adverse conditions going forward are a realistic probability and might include:

- Major hostilities involving Israel,
- International boycotts of Israeli products and services, or
- A significant downturn in the Country's economic and financial conditions.

Since Israel's inception in 1948 a number of conflicts have arisen with its Arab neighbors varying in intensity. It is not beyond reason that a significant escalation could ensue that could have a materially impact on our operations and performance that in turn would influence our share price.

Furthermore, there are a number of countries that boycott Israeli products and companies. This will inhibit sales opportunities in those countries.

## **Risks Related to this Offering**

### ***The price for common stock being offered has been arbitrarily determined.***

The price of common stock in this offering has been arbitrarily determined and is not representative of our asset value. There has been no independent appraiser employed to determine the appropriate value at the date of issue and hence no assurance can be given that the offering price is fair and representative of the value of the investment. We recommend that any investor consult his own professional team to determine an independent opinion on value.

### ***The shares are an illiquid investment and transferability of the shares is subject to significant restriction.***

There is currently no established public trading market for our securities and an active trading market in our securities may not develop or, if developed, may not be sustained. We intend to have a market maker apply for admission to quotation of our securities on the FINRA OTC Bulletin Board after the registration statement relating to this prospectus is declared effective by the SEC. We do not yet have a market maker who has agreed to file such application. If for any reason our common stock is not quoted on the OTC Bulletin Board or a public trading market does not otherwise develop, purchasers of the shares may have difficulty selling their common stock should they desire to do so. No market makers have committed to becoming market makers for our common stock and none may do so.

### ***Our shares are likely to be subject to "penny stock" rules.***

Penny stock rules are described by the SEC website as follows:

*"The term "penny stock" generally refers to low-priced (below \$5), speculative securities of very small companies. While penny stocks generally are quoted over-the-counter, such as on the OTC Bulletin Board or in the Pink Sheets, they may also trade on securities exchanges, including foreign securities exchanges. In addition, penny stocks include the securities of certain private companies with no active trading market.*

*Before a broker-dealer can sell a penny stock, SEC rules require the firm to first approve the customer for the transaction and receive from the customer a written agreement to the transaction. The firm must furnish the customer a document describing the risks of investing in penny stocks. The firm must tell the customer the current market quotation, if any, for the penny stock and the compensation the firm and its broker will receive for the trade. Finally, the firm must send monthly account statements showing the market value of each penny stock held in the customer's account.*

*Penny stocks may trade infrequently, which means that it may be difficult to sell penny stock shares once you own them. Because it may be difficult to find quotations for certain penny stocks, they may be impossible to accurately price. Investors in penny stocks should be prepared for the possibility that they may lose their whole investment."*

**Because we are not subject to compliance with rules requiring the adoption of certain corporate governance measures, our stockholders have limited protections against interested director transactions, conflicts of interest and similar matters.**

The Sarbanes-Oxley Act of 2002, as well as rule changes proposed and enacted by the SEC, the New York and NYSE AMEX Equities exchanges and the Nasdaq Stock Market, as a result of Sarbanes-Oxley, require the implementation of various measures relating to corporate governance. These measures are designed to enhance the integrity of corporate management and the securities markets and apply to securities which are listed on those exchanges or the Nasdaq Stock Market. Because we are not presently required to comply with many of the corporate governance provisions and because we chose to avoid incurring the substantial additional costs associated with such compliance any sooner than necessary, we have not yet adopted these measures.

We do not currently have independent audit or compensation committees. As a result, the director has the ability, among other things, to determine his own level of compensation. Until we comply with such corporate governance measures, regardless of whether such compliance is required, the absence of such standards of corporate governance may leave our stockholders without protections against interested director transactions, conflicts of interest and similar matters and investors may be reluctant to provide us with funds necessary to expand our operations.

**The costs to meet our reporting and other requirements as a public company subject to the Exchange Act of 1934 will be substantial and may result in us having insufficient funds to expand our business or even to meet routine business obligations.**

If we become a public entity, subject to the reporting requirements of the Exchange Act of 1934, we will incur ongoing expenses associated with professional fees for accounting, legal and a host of other expenses for annual reports and proxy statements. We estimate that these costs will range up to \$35,000 per year for the next few years and will be higher if our business volume and activity increases but lower during the first year of being public because our overall business volume will be lower, and we will not yet be subject to the requirements of Section 404 of the Sarbanes-Oxley Act of 2002. As a result, we may not have sufficient funds to grow our operations.

## **THE OFFERING**

This prospectus relates to the resale by certain selling shareholders of the Company of up to 776,000 shares of our common stock. Such shares were offered and sold by us at a purchase price of \$0.05 per share to the selling shareholders in private placements conducted in October through December 2010 pursuant to the exemptions from registration under the Securities Act provided by Regulation D and Regulation S of the Securities Act. As of December 31, 2010, the Company terminated the offering having sold 776,000 shares and raised \$38,800 in gross proceeds.

## **USE OF PROCEEDS**

We will not receive any proceeds from the sale of common stock in this offering. We will not receive any of the proceeds from the resale of these shares. We have agreed to bear the expenses relating to the registration of the shares for the selling shareholders.

## **DETERMINATION OF OFFERING PRICE**

The price of common stock in this offering has been arbitrarily determined and is not representative of the asset value of the Company. There has been no independent appraiser employed to determine the appropriate value at the date of issue and hence no assurance can be given that the offering price is fair and representative of the value of the investment.

Because we have no significant operating history, the price of our common stock is not based on past earnings, nor is the price of our common stock indicative of the current market value of the assets owned by us. No valuation or appraisal has been prepared for our business and potential business expansion. Our common stock is presently not traded on any market or securities exchange and we have not yet applied for listing or quotation on any public market.

## **DILUTION**

The common stock to be sold by the selling shareholders is issued and outstanding. Accordingly, there will be no dilution to our existing shareholders.

## **DIVIDEND POLICY**

We have not declared a tangible dividend since inception, nor do we intend to for the foreseeable future. Though we have placed no restrictions on the ability or limit of potential dividends paid to common shareholders, it is our stated intention to retain future earnings from operations to facilitate investment and expansion in our business. Future dividend policy will be determined by our board of directors from time to time.

## **SELLING SHAREHOLDERS**

From October through December of 2010, we conducted a private placement whereby we offered and sold an aggregate of 776,000 shares of our common stock to 6 shareholders pursuant to an exemption from registration under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") and 35 shareholders pursuant to an exemption from registration under Regulation S of the Securities Act, for an aggregate consideration of \$38,800, or \$0.05 per share. In addition, in December 2010 we issued to a consultant 10,000 shares of common stock for consideration of services rendered. The shares were valued at a price of \$0.05 per share, the same price as in the private offering.

The table below lists our selling shareholders that are selling their securities. The table was generated on the assumption that all securities displayed are to be sold in this offering. However, any or all of the shares in this offering can be retained by the selling shareholders and consequently no meaningful forecast can be made of the number of securities that will be held by selling shareholders upon the termination of this offering. The selling shareholders will offer their shares at \$0.05 per share until our shares are quoted on the OTC Bulletin Board and, assuming this occurs, thereafter at prevailing market prices or privately negotiated prices. We will not receive proceeds from the sale of shares from the selling shareholders. We believe that the selling shareholders listed in the table have sole voting and investment power with respect to the securities. No selling shareholders are broker-dealers or affiliates of broker-dealers. Each of the selling shareholders has acquired his or her pursuant to a private placement solely for investment and not with a view to or for resale or distribution of such securities. None of the selling shareholders are affiliates or controlled by our affiliates and none of the selling shareholders are now or were at any time in the past an officer or director of ours or any of any of our predecessors or affiliates.

Name of Selling Shareholder.	Shares of common stock included in this prospectus (1)	Total shares to be registered pursuant to this offering	Shares owned after offering (2)	
			Number	% of total issued and outstanding (2)
Doron Marom	10,000	10,000	0	0
Meir Marom	20,000	20,000	0	0
Ron Chemi	10,000	10,000	0	*
Yaniv Aronowich	20,000	20,000	0	*
Avraham Yirmiyahu Elkus	15,000	15,000	0	*
Nir Servatka	10,000	10,000	0	*
Joe Yoav Grospe	10,000	10,000	0	*
Daniel Newfeld	20,000	20,000	0	*
Shai Weil	20,000	20,000	0	*
Zohar Lande	15,000	15,000	0	*
Arik Dejaldeti	20,000	20,000	0	*
Avi Strul	20,000	20,000	0	*
Haim Shukrum	20,000	20,000	0	*
Dan Toledano	20,000	20,000	0	*
Dor Evron	60,000	60,000	0	1.6%
Miriam Har-Even	30,000	30,000	0	*
Yoav Schwalb	20,000	20,000	0	*
Orit Katzav	10,000	10,000	0	*
Nissim Sela	10,000	10,000	0	*
Avihu Grozky	10,000	10,000	0	*
Armand Toledano	20,000	20,000	0	*
Moria Schlusssel	20,000	20,000	0	*
Revital Akerman	20,000	20,000	0	*
Tomer Yoel Schlusssel	20,000	20,000	0	*
Abraham Haim Schlusssel	20,000	20,000	0	*
Tal Cohen	20,000	20,000	0	*
Michael Kremer	20,000	20,000	0	*
Yehoshua Neeman	20,000	20,000	0	*
Tamar Zamir	10,000	10,000	0	*
Meir Dreifuss	20,000	20,000	0	*
Hedva Eisenreich	20,000	20,000	0	*
Shay Cheruty	20,000	20,000	0	*
Gilad Hirsch	20,000	20,000	0	*
Benzi Hirsch	20,000	20,000	0	*
Yechiel Newfeld	16,000	16,000	0	*
Ettiene Touzot	20,000	20,000	0	*
Seth Farbman	20,000	20,000	0	*
Eric Mark Susman	20,000	20,000	0	*
David Benishai	20,000	20,000	0	*
Marcel Kremer	20,000	20,000	0	*
Barry D. Gross	20,000	20,000	0	*
Uriel Levi	10,000	10,000	0	*

\* Represents less than one percent of the total number of shares of common stock outstanding as of the date of this filing.

(1) Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities.

(2) Assumes all of the shares of common stock offered in this prospectus are sold and no other shares of common stock are sold or issued during this offering period. Based on 3,836,000 shares issued and outstanding as of June 9, 2011. We do not have any outstanding options, warrants or other securities exercisable for or convertible into shares of our common stock.

We may require the selling shareholders to suspend the sales of the securities offered by this prospectus upon the occurrence of any event that makes any statement in this prospectus, or the related registration statement, untrue in any material respect, or that requires the changing of statements in these documents in order to make statements in those documents not misleading. We will file a post-effective amendment to this registration statement to reflect any material changes to this prospectus.

#### **PLAN OF DISTRIBUTION**

There has been no market for our securities. Our common stock is not traded on any exchange or on the over-the-counter market. After the effective date of the registration statement relating to this prospectus, we hope to have a market maker file an application with FINRA for our common stock to be eligible for trading on the Over the Counter Bulletin Board. We do not yet have a market maker who has agreed to file such application. There is no guarantee that our common stock will be eligible for trading or quoted on the Over the Counter Bulletin Board.

The selling shareholders and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of common stock covered by this prospectus at prevailing market prices or privately negotiated prices. We will pay the expenses incurred to register the shares being offered by the selling shareholders for resale, but the selling stockholders will pay any underwriting discounts and brokerage commissions associated with these sales. Any commission or discount will be negotiated immediately prior to the sale with the broker-dealer or agent. The selling shareholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;]
- privately negotiated transactions; and
- a combination of any such methods of sale.

In offering the shares covered by this prospectus, the selling stockholders and any broker-dealers who execute sales for the selling stockholders may be deemed to be an "underwriter" within the meaning of the Securities Act in connection with such sales. Any profits realized by the selling stockholders and the compensation of any broker-dealer may be deemed to be underwriting discounts and commissions.

To the extent required under the Securities Act, a post-effective amendment to this registration statement will be filed disclosing the name of any broker-dealers, the number of shares of common stock involved, the price at which the common stock is to be sold, the commissions paid or discounts or concessions allowed to such broker-dealers, where applicable, that such broker-dealers did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus and other facts material to the transaction.

We and the selling shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations under it, including, without limitation, Rule 10b-5 and, insofar as a selling shareholder is a distribution participant and we, under certain circumstances, may be a distribution participant, under Regulation M. All of the foregoing may affect the marketability of the common stock.

All expenses of the registration statement including, but not limited to, legal, accounting, printing and mailing fees are and will be borne by us. Any commissions, discounts or other fees payable to brokers or dealers in connection with any sale of the shares of common stock will be borne by the selling shareholders, the purchasers participating in such transaction, or both.

Any shares of common stock covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act, as amended, may be sold under Rule 144 rather than pursuant to this prospectus.

### **Penny Stock Regulations**

You should note that our stock is a penny stock. The Securities and Exchange Commission has adopted Rule 15g-9 which generally defines "penny stock" to be any equity security that has a market price (as defined) less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of \$5,000,000 or individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock.

### **Blue Sky Restrictions on Resale**

If a selling shareholder wants to sell shares of our common stock under this registration statement in the United States, the selling shareholders will also need to comply with state securities laws, also known as "Blue Sky laws," with regard to secondary sales. All states offer a variety of exemption from registration for secondary sales. Many states, for example, have an exemption for secondary trading of securities registered under Section 12(g) of the Securities Exchange Act of 1934 or for securities of issuers that publish continuous disclosure of financial and non-financial information in a recognized securities manual, such as Standard & Poor's. The broker for a selling shareholder will be able to advise a selling shareholder, which states our common stock is exempt from registration with that state for secondary sales.

Any person who purchases shares of our common stock from a selling shareholder under this registration statement who then wants to sell such shares will also have to comply with Blue Sky laws regarding secondary sales.

When the registration statement becomes effective, and a selling shareholder indicates in which state(s) he desires to sell his shares, we will be able to identify whether it will need to register or will rely on an exemption there from.



## DESCRIPTION OF CAPITAL STOCK

### General

The following description of our capital stock is intended as a summary only and is qualified in its entirety by reference to our charter and by-laws included as exhibits to our registration statement on Form S-1 filed with the SEC and to Nevada law.

Our authorized capital stock consists of 200,000,000 shares of common stock, par value \$0.001 per share, and 20,000,000 shares of preferred stock, par value \$0.001 per share, all of which preferred stock will be undesignated.

As of June 9, 2011, we had issued and outstanding 3,836,000 shares of common stock that were held of record by 46 persons. We have no outstanding options and warrants to purchase, or securities convertible into, common shares.

### Common Stock

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the shareholders and do not have any cumulative voting rights. Holders of our common stock are entitled to receive proportionally any dividends declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock.

In the event of our liquidation or dissolution, holders of our common stock are entitled to share ratably in all assets remaining after payment of all debts and other liabilities, subject to the prior rights of any outstanding preferred stock. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. All outstanding shares of our common stock are validly issued, fully paid and non-assessable.

The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of holders of shares of any series of preferred stock that we may designate and issue in the future.

### Preferred Stock

Our charter provides that we may issue up to 20,000,000 shares of preferred stock in one or more series as may be determined by our board of directors. Our board has broad discretionary authority with respect to the rights of any new series of preferred stock and may establish the following with respect to the shares to be included in each series, without any vote or action of the shareholders:

- the number of shares;
- the designations, preferences and relative rights, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences; and
- any qualifications, limitations or restrictions.

We believe that the ability of our board of directors to issue one or more series of preferred stock will provide us with flexibility in structuring possible future financings and acquisitions, and in meeting other corporate needs that may arise. The authorized shares of preferred stock, as well as authorized and unissued shares of common stock, will be available for issuance without action by our shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

Our board of directors may authorize, without shareholder approval, the issuance of preferred stock with voting and conversion rights that could adversely affect the voting power and other rights of holders of common stock. Although our board has no current intention of doing so, it could issue a series of preferred stock that could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt of us. Our board could also issue preferred stock having terms that could discourage an acquisition attempt through which an acquirer may be able to change the composition of our board, including a tender offer or other transaction that some, or a majority, of our shareholders might believe to be in their best interests or in which shareholders might receive a premium for their stock over the then-current market price. Any issuance of preferred stock therefore could have the effect of decreasing the market price of our common stock.

Our board of directors will make any determination to issue such shares based on its judgment as to our best interests of our Company and shareholders. We have no current plan to issue any preferred stock after this offering.

### **Registration Rights**

No registration rights exist for our common shareholders.

### **Anti-Takeover Effects of Provisions of Nevada Law and Our Charter and By-Laws**

The provisions of Nevada law and our By-laws may have the effect of delaying, deferring or preventing another party from acquiring control of our Company. These provisions, summarized below, may discourage and prevent coercive takeover practices and inadequate takeover bids.

#### *Nevada Business Corporation Law*

The Nevada Business Corporation Law contains a provision governing “acquisition of controlling interest.” This law provides generally that any person or entity that acquires 20% or more of the outstanding voting shares of a publicly-held Nevada corporation in the secondary public or private market may be denied voting rights with respect to the acquired shares, unless a majority of the disinterested shareholders of the corporation elects to restore such voting rights in whole or in part. The control share acquisition act provides that a person or entity acquires “control shares” whenever it acquires shares that, but for the operation of the control share acquisition act, would bring its voting power within any of the following three ranges: 20 to 33 1/3%; 33 1/3 to 50%; or more than 50%.

A “control share acquisition” is generally defined as the direct or indirect acquisition of either ownership or voting power associated with issued and outstanding control shares. The shareholders or board of directors of a corporation may elect to exempt the stock of the corporation from the provisions of the control share acquisition act through adoption of a provision to that effect in the articles of incorporation or bylaws of the corporation. Our Articles of Incorporation and By-laws do not exempt our common stock from the control share acquisition act.

The control share acquisition act is applicable only to shares of “Issuing Corporations” as defined by the Nevada law. An Issuing Corporation is a Nevada corporation which (i) has 200 or more shareholders, with at least 100 of such shareholders being both shareholders of record and residents of Nevada, and (ii) does business in Nevada directly or through an affiliated corporation.

At this time, we do not have 100 shareholders of record resident of Nevada and we do not conduct business in Nevada directly. Therefore, the provisions of the control share acquisition act do not apply to acquisitions of our shares and will not until such time as these requirements have been met. At such time as they may apply, the provisions of the control share acquisition act may discourage companies or persons interested in acquiring a significant interest in or control of us, regardless of whether such acquisition may be in the interest of our shareholders.

The Nevada “Combination with Interested Stockholders Statute” may also have an effect of delaying or making it more difficult to effect a change in control of us. This statute prevents an “interested stockholder” and a resident domestic Nevada corporation from entering into a “combination,” unless certain conditions are met. The statute defines “combination” to include any merger or consolidation with an “interested stockholder,” or any sale, lease, exchange, mortgage, pledge, transfer or other disposition, in one transaction or a series of transactions with an “interested stockholder” having (i) an aggregate market value equal to 5% or more of the aggregate market value of the assets of the corporation, (ii) an aggregate market value equal to 5% or more of the aggregate market value of all outstanding shares of the corporation, or (iii) representing 10% or more of the earning power or net income of the corporation.

An “interested stockholder” means the beneficial owner of 10% or more of the voting shares of a resident domestic corporation, or an affiliate or associate thereof. A corporation affected by the statute may not engage in a “combination” within three years after the interested stockholder acquires its shares unless the combination or purchase is approved by the board of directors before the interested stockholder acquired such shares. If approval is not obtained, then after the expiration of the three-year period, the business combination may be consummated with the approval of the board of directors or a majority of the voting power held by disinterested stockholders, or if the consideration to be paid by the interested stockholder is at least equal to the highest of (i) the highest price per share paid by the interested stockholder within the three years immediately preceding the date of the announcement of the combination or in the transaction in which he became an interested stockholder, whichever is higher, (ii) the market value per common share on the date of announcement of the combination or the date the interested stockholder acquired the shares, whichever is higher, or (iii) if higher for the holders of preferred stock, the highest liquidation value of the preferred stock.

## *Articles of Incorporation and By-laws*

Our Articles of Incorporation are silent as to cumulative voting rights in the election of our directors. Nevada law requires the existence of cumulative voting rights to be provided for by a corporation's articles of incorporation. As such, the combination of the present ownership by a few stockholders of a significant portion of our issued and outstanding common stock and lack of cumulative voting makes it more difficult for other stockholders to replace our board of directors or for a third party to obtain control of us by replacing our board of directors. Our Articles of Incorporation and By-laws do not contain any explicit provisions that would have an effect of delaying, deferring or preventing a change in control of us.

### **Transfer Agent and Registrar**

Our transfer agent is VStock Transfer, LLC , with an address at 150 West 46th Street, 6th Floor, New York, NY 10036

### **INTEREST OF NAMED EXPERTS AND COUNSEL**

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis or had, or is to receive, in connection with the offering, a substantial interest, directly or indirectly, in the registrant or any of its parents or subsidiaries. Nor was any such person connected with the registrant or any of its parents, subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer or employee.

### **BUSINESS**

#### **Business**

We were incorporated in the State of Nevada on July 26, 2010. We are a development stage company and to date, have not generated any revenue from operations.

Our goal is to develop an interactive web service followed by a Smartphone application that will allow potential buyers to visualize how merchandise would look like as if the merchandise was placed in their home, office or any other location before they actually purchase the product.

#### ***Web Service / Smartphone Application Functionality Description***

The web service we are currently developing can be integrated into an existing vendor's online catalog or web store displaying or selling furniture, paintings, home décor accessories or other merchandise. Potential buyers can browse through the catalog, select a product and customize its color, finish and other available options offered by the vendor's website. The potential buyer can then use our web service, directly from within the merchant page on the vendor's website, to upload a previously taken photo of the location intended for the merchandise, and by using a set of user friendly tools offered by our web service, can place the virtual product onto the uploaded photo. Our web service will offer the potential buyer to move, scale, and position the merchandise anywhere over the photo to allow the potential buyer to experience and visualize how the merchandise would fit into or look like in the intended location. The Smartphone application will have the same functionality as the website differentiated by the ability to upload a picture taken from the Smartphone's built-in camera.

Our web service will not offer the ability to upload the location photo. The photo needs to be taken, digitized and transferred to a computer with internet connectivity by the potential buyer.

## ***Our Target Customers and Market***

We will target furniture and home décor accessories manufacturers and retailers. The first stage would be to address those vendors who already have a website with an online catalog and offer to sell their merchandise online via their website. Their offerings will have the ability to perform a suitability check within their own website. Customers who already have an online catalog on their website will be able to integrate our merchant-to-location suitability evaluation web service into their existing website. Using our technology, potential buyers that are planning to purchase merchandise on the vendor's website, will gain added assurance that the merchandise will further meet their expectations, and may reduce their uncertainties when deciding whether or not they should purchase the merchandise from the vendor's website.

We believe that those vendors who will become our customers would benefit from the probable increase of online sales as a result of the buyer's increased certainty that the merchandise would meet their expectations, after seeing how the merchandise would look like in its designated location. We also believe that our web service could reduce costly merchandise returns due to the buyer's dissatisfaction originated by the merchandise being incompatible with the physical location the buyer intended for the merchant.

## ***Distribution Methods***

Our primary distribution method will be to sell our merchant-to-location suitability evaluation web service as an integrated service within our customers' (furniture or home décor accessories manufacturers and retailers) existing website. We see it as a premium upgrade to their online catalog that will offer not just a visual image of the merchandise, but will allow potential buyers to better comprehend how likely the merchandise would fit into its intended location, hence making the purchase decision easier.

We will have no business interaction with the potential buyers of the vendor's website and most likely not generate any income from their purchases. We see in the service that we will be offering a major part of the future online-shopping purchasing process. If our service would be intuitive and prove to be worthy, we believe that potential buyers would prefer buying on a website incorporating our services rather than on a website that is not.

The profile of potential buyers ranges from students via newlywed couples to middle aged, middle class families that are computer and internet literate and have online-shopping experience. The potential buyers do not need any architectural or interior design knowledge, should be willing to explore new purchasing experiences and are looking for ways to improve their online-shopping experience.

We see as highly potential customers those manufacturers and retailers who do not have an online catalog; those with a catalog that is not current or difficult to maintain; or those that are looking to upgrade their catalog and make the next step into online sales. Using our services, those customers would have an intuitive and easy to operate topnotch online catalog. The catalog will offer their merchant in all its flavors and options and will obviously include the merchant-to-location suitability evaluation capabilities.

Another distribution method would be to approach customers who do not have a website, or do not have an online catalog in their website using email advertisements. Those customers will be able to have a mini-website that will include an online-catalog with their merchants and will offer the merchant-to-location suitability evaluation web service as well.

We plan to initiate our distribution methods by contacting websites that keep an "open minded" approach and are willingly accepting integration of new sales methods and technologies. We may even approach such websites while still in development phase to pursue field trials and have some install-base before we launch our final web service. Such an achievement will have a major effect on our distribution successfulness in the first stage.

Whether we will have field trials or not we will focus our distribution methods in companion with our potential clients to assist them in attracting new customers. Since we are building a complete brand that incorporates several lines of business which share the same need, we believe there is a great possibility that a customer may reach a certain retailer's website simply because it offers our service. For example if a customer wishes to purchase a sofa in a certain website but can't seem to find a matching Coffee Table, the next step the customer would do is to look for Coffee Tables within websites that offer our service, where he can simulate whether the Coffee Table matches the sofa or not, prior he moves on to other websites which do not offer our service.

The “Fits My Style” Brand consists of five sub-brands where each brand reflects the distinctive adaptation it contains to meet its targeting goals:



**Fits My Home** – Living room / dining room furniture, décor, accessories, etc.



**Fits My Bath** – Bath accessories, mirrors, decorative tiles, rugs, etc.



**Fits My Kitchen** – Islands, sideboards, cabinets, breakfast nooks, etc.



**Fits My Garden** – Benches, deep seating, swings, gazebos, etc.



**Fits My Office** – Executive, conference, waiting areas, home office, etc.

For each brand we have already purchased a domain name and each web service will offer the Fits My Style merchant-to-location core service with certain amendments that are required to achieve a compliant result. The company holds the following domain names:

1. fitsmystyle.com
2. fitsmyhome.com
3. fitsmybath.com
4. fitsmykitchen.com
5. fitsmyoffice.com
6. fitsmygarden.com
7. fitsmynursery.com
8. fitsmyroom.com
9. fitsmybed.com
10. fitsmylifestyle.com
11. fitsmyworld.com
12. fitsmyneeds.com

We are currently using only the first six domains. Regarding the rest, we may or may not use them, but we will reserve them until we fully investigate whether or not we need and will be able to support specific requirements that may arise when targeting our merchant-to-location service to the specific merchants related to these domains.

### ***Intellectual Property***

We have not registered any patents covering our technology. Our only intellectual property consists of the twelve domain names indicated above. When the technology is completed, we will own the web service and will license it to our customers.

### ***Competition***

To our knowledge, currently there is no competition to our merchant-to-location suitability evaluation web service, which is a unique invention with various applications. The services that are available today and offer similar functionality are all based upon professional CAD (Computer Aided Design) software and require some knowhow and understanding in architectural design and plans reading. Using these services the user needs to primary design his room using the CAD tools available on the website and then drag on the design 3D models from a certain vendor's predefined library. Those services do not make use of a non-professional photo taken using unprofessional equipment as a basis for their design. In addition, none of these websites offer the ability to place on the image merchants from various vendors. There can be no assurance, however, that similar products may not come to the market in the near future. There might be some competition to certain applications of the merchant-to-location suitability evaluation however.

### ***Government Regulation***

To the best of our knowledge, we do not require any government approvals to conduct our business and the effects of any government regulation on our business are expected to be minimal and/or immaterial.

### ***Employees***

We have no full time employees at this time. All functions including development, strategy, negotiations and clerical are currently being provided by our officers on a voluntary basis. The development of our website is being done by a development company owned by our Chief Executive Officer.

### ***Properties***

The Company's office is located at 9A Yadin Igal Street, Ra'anana, Israel. We are using such space which belongs to Nir Bar, who is a director and an officer of our Company, free of charge. We believe that this space will be sufficient until we open our first facility and need to hire employees. We do not own or lease any real property elsewhere.

### ***Legal Proceedings***

None.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### ***Overview***

The following discussion and analysis should be read in conjunction with the audited financial statements and notes thereto included elsewhere in this prospectus. This discussion should not be construed to imply that the results discussed herein will necessarily continue into the future, or that any conclusion reached herein will necessarily be indicative of actual operating results in the future. Such discussion represents only the present assessment by our management.

Our financial statements are stated in United States Dollars (US\$) and are prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP").

This discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those anticipated in these forward-looking statements. See “Special Note Regarding Forward-Looking Statements” elsewhere in this prospectus.

### **Critical Accounting Policies and Estimates**

Our financial statements are prepared in accordance with U.S. GAAP. In connection with the preparation of the financial statements, we are required to make assumptions and estimates about future events, and apply judgments that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We base our assumptions, estimates and judgments on historical experience, current trends and other factors that management believes to be relevant at the time the consolidated financial statements are prepared. On a regular basis, management reviews our accounting policies, assumptions, estimates and judgments to ensure that our financial statements are presented fairly and in accordance with U.S. GAAP. However, because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material. Our critical accounting policies are described in note 1 to our financial statements for the period ended March 31, 2011.

### ***Plan of Operation***

Over the next twelve months, the Company intends to focus on the following activities:

- 1) Research and Development
  - a) Alpha Version - we are currently putting all our research and development efforts to develop and bring our merchant-to-location web service to an Alpha version release stage. The Alpha version will include only the basic functionality of our merchant-to-location web service within a mockup website that we own. We will use the mockup website as a presentation tool to create business partnerships with select website owners that will incorporate any future release of our merchant-to-location web service in their website. The Alpha version and its select websites installations will give us a better hands-on understanding of “real-world” needs and will be a platform for performing various evaluation tests of the web service capabilities.  
The Alpha version is basically the proof-of-concept development we currently working on masked as a Joe Doe online retail web store.  
We expect the mockup website incorporating the Alpha version of our merchant-to-location solution to be released towards the end of August 2011.
  - b) Beta Version – Shortly after the Alpha release, we will focus on evaluating various alternatives for developing a more advanced and complete version of our merchant-to-location web service. New addition to this version would be its administrative back-office capabilities that relies heavily on the company’s business logic which we believe would mature once we establish partnerships with website owners and completely understand their needs. The Beta version will also include greater capabilities and many more features that will not be available in the Alpha release.
  - c) Public Release – The next phase would be to gather the knowhow and feedbacks from the trials conducted with the Beta version in order to construct a stable and mature Public Release version that will be marketed globally.  
The Public Release is mentioned here but it is not planned to be executed within the twelve months period covered by this paragraph, it is here simply to completely closure the development roadmap.
- 2) Sales and Marketing
  - a) Trial Installations – We will focus our sales and marketing strategies to create business relations with website owners that offer to sale their merchants online in order to have field trials and some install-base. We will approach such website owners that keep an “open minded” approach and are willingly accepting new technologies and sales promotion aids. These installations would help us to better understand the market needs and by that helping us shape the final product to match those needs and avoid unnecessary development. This phase is a crucial phase that reflects directly on our Research and Development roadmap. Failing to achieve such business relations may stall the development of our Beta Release.
  - b) Soon after we have some trial installations and a clear picture of what will be included in the Beta / Final Release of our merchant-to-location web service, we plan to evaluate distribution methods and geographical markets and explore the following options in order to generate revenue:

- i) Signing long term agreements with website owners to adapt our technology and incorporate our web service into their website to become and integrated phase in the online purchase process available on their website.
  - ii) Licensing our technology to software companies that develop shopping carts solution to incorporate our web service as an integral part of their solution
  - iii) Licensing our technology to hosting companies offering turnkey ecommerce hosting packages.
- 3) General and Administration
- a) In the next twelve months we plan to maintain a very low monthly burn rate until achieve some trial installations. The estimate budget for this duration is \$40,000 constructed from the following:
    - i) \$10,000 – developing the proof-of-concept web service
    - ii) \$2,000 – hosting services, domain names maintenance and other IT requirements
    - iii) \$28,000 – costs associated with the status of public company including costs in connection with the filing of this S-1.

## **Results of Operations**

As we were incorporated in July 2010, we have minimal operating history from which to report and have achieved no revenues since incorporation. As of March 31, 2011, we had a net loss of \$26,745.

### *Research and Development*

Research and development expenses during the period July 26, 2010 to March 31, 2011 amounted to \$24,500 and relate to the assignment by our Chief Executive Officer of all of his rights in what is known as the Fits My Style products and invention.

### *General and Administrative*

General and administrative expenses during the period July 26, 2010 to March 31, 2011 amounted to \$2,245 and included costs in connection with the compensation of our director and of our consultant as well as incorporation expenses.

## **Liquidity and Capital Resources**

As of March 31, 2011, we had total current assets of \$40,555 and no liabilities As of March 31, 2011, we had cash of \$40,555.

Net cash used in operating activities as of March 31, 2011 was \$1,245, Cash provided by financing activities as of March 31, 2011 was 41,800, and consisted of funds raised in connection with the offering conducted by us in the last quarter of 2010 as well as funds invested by our founders.

From October through December of 2010, we conducted a private placement whereby we offered and sold an aggregate of 776,000 shares of our common stock to 6 shareholders pursuant to an exemption from registration under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") and 35 shareholders pursuant to an exemption from registration under Regulation S of the Securities Act, for an aggregate consideration of \$38,800, or \$0.05 per share.

As of March 31, 2011, we had a net loss of \$26,745 and a deficit accumulated during the development stage of \$26,745. This factor raises substantial doubt about our ability to continue as a going concern. While we have positive working capital at March 31, 2011, management expects that its current cash resources as well as expected lack of operating cash flows will not be sufficient to sustain operations for a period greater than one year.

The ability of the Company to continue as a going concern is dependent on management's plans, which include continuing to raise equity based financing as well as development of the business plan.

The Company believes that it will need approximately \$40,000 to fund its expenses over the next twelve months. There can be no assurance that additional capital will be available to the Company. The Company currently has no agreements, arrangements or understandings with any person to obtain funds through bank loans, lines of credit or any other sources. The Chief Executive Officer has orally agreed to lend funds to the Company in the event capital is required for the operations of the Company. Since the Company has no such arrangements or plans currently in effect, its inability to raise funds for the above purposes will have a severe negative impact on its ability to remain a viable company.



We currently have no commitments with any person for any capital expenditures.

**Off-Balance Sheet Arrangements**

We have no off-balance sheet arrangements

## MANAGEMENT

### Directors and Executive Officers

The table below lists the names and ages of our board of directors and reveals the executive position held by each since incorporation.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Nir Bar	38	President and Director
Guy Turnowski	36	Secretary and Director

#### **Nir Bar**

Mr. Nir Bar has been our director, President, Treasurer and co-founder since our incorporation in July 2010. Mr. Bar has over 15 years of experience in web marketing and interactive design in various companies. Between 1996 and 1998 Mr. Bar was a web designer and developer in a company called Vista Spinner in Netanya, Israel where he was designing and developing websites for various companies.

Between 1998 and 2001 Mr. Bar was a web master and senior applications architect at BATM Advanced Communication (LSE: BVC.L) where he was managing a web development team of 5 persons and was in charge of the corporate website, intranet and other web based management applications. During his work at BATM, Mr. Bar consulted companies such as IBM and 3M, which were BATM's business partners, on how to implement web based management applications similar to the ones he developed for BATM.

Since 2001 Mr. Bar has been the owner and managing director of beIT Visual Communication LTD. – a marketing communication company in Israel.

Mr. Bar holds a communication design diploma from the Technion in Israel where he studied between 1995 until 1997.

We believe Mr. Bar's qualifications to sit on our board of directors and to serve as our President include his years of experience with managing web development teams and marketing major websites.

#### **Guy Turnowski**

Mr. Guy Turnowski, has been our director and secretary since August 2010.

In his current position, which he is holding since 2007, Mr. Turnowski is acting as a Client Relationship Manager in a large international bank and is directly responsible for major parts of the bank's activity. In addition, Mr. Turnowski is part of the bank's business development and new client recruitment team.

Between 2005 and 2007 Mr. Turnowski was a business analyst at Bank Leumi where he reviewed credit requests of leading companies, conducting credit risk assessments, and writing financial reviews.

During 2005 Mr. Turnowski was a business analyst at Dan and Bradstreet where he was conducting credit risk assessments of various companies.

Between 1995 and 2005 Mr. Turnowski held different positions, including some of which were commanding positions in the Israeli's Security Agency.

Mr. Turnowski hold a BA in finance and management from Ramat-Gan College and an MA in Business from The College of Management (Michlala Leminal).

We believe Mr. Turnowski's qualifications to sit on our board of directors and to serve as our Secretary includes his years of experience with financing and large scale business negotiation.

#### **Board of Directors**

Our board of directors is comprised of Mr. Nir Bar and Mr. Guy Turnowski. Our board of directors has determined that Mr. Turnowski is an independent director as determined by the rules of the NASDAQ. We do not currently have a standing audit, compensation or nominating committee.

## Security Ownership for Certain Beneficial Owners and Management

The table below highlights the holding and relative percentages of the Company's common stock, beneficially owned by:

all directors and nominees, naming them,

our executive officers, and

our directors and executive officers as a group, without naming them.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Under these rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power and includes any shares that an individual or entity has the right to acquire beneficial ownership of within 60 days through the exercise of any warrant, stock option or other right. The stockholders named in the table below have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them.

Percentage of common stock beneficially owned before the offering is based on 3,836,000 shares of common stock issued and outstanding on June 9, 2011.

Name And Address Of Beneficial Owner	Title of Class	Amount And Nature of Beneficial Ownership	Percentage of Class
Nir Bar <i>President, Treasurer and Director</i>	Common Stock	490,000	12.8%
Guy Turnowski	Common Stock	10,000	*
Directors and executive officers as a group (2 persons)	Common Stock	500,000	13%
Orit Wolkin	Common Stock	850,000	22.2%
KAEYO Investments Ltd (1)	Common Stock	850,000	22.2%
Juemin Chu	Common Stock	850,000	22.2%

The Company has no other persons or groups known by us to own beneficially 5% or more of our common stock.

(1)KAEYO Investments Ltd. is wholly owned by Mr. Yoel Neeman. Accordingly, Mr. Neeman may be deemed to beneficially own, and exercise sole voting and investment powers with respect to the common stock held by, KAEYO Investments Ltd.

## EXECUTIVE COMPENSATION

### SUMMARY COMPENSATION TABLE

Name and principal position (a)	Year (1) (b)	Salary (\$) (c)	Bonus (\$) (d)	Stock Awards (\$) (e)	Option Awards (\$) (f)	Non-Equity Incentive Plan Compensation (\$) (g)	Nonqualified Deferred Compensation Earnings (\$) (h)	All Other Compensation (\$) (i)	Total (\$) (j)
Nir Bar (President, Treasurer and Director)	2010	0	0		0	0	0	24,500	24,500
Guy Turnowski (Secretary and Director)	2010	0	0	500(2)	0	0	0	0	500

(1) Since our incorporation on July 26, 2010, Nir Bar has been our director, President, Treasurer and founder. We have no employment or consulting agreement with Mr. Bar. During August 2010, Mr. Bar was issued 490,000 shares of our common stock in consideration for the assignment of all of his rights in what is known as the Fits My Style products and invention. The shares are valued at \$0.05 per share.

(2) Since July 26, 2010, Guy Turnowski has been our Secretary and a director. We have a director services agreement with Mr. Turnowski. During August 2010, Mr. Turnowski was issued 10,000 shares of our common stock in consideration for his services as an officer of the Company. The shares are valued at \$0.05 per share.

Since our incorporation on July 26, 2010, no stock options or stock appreciation rights were granted to any of our directors or executive officers, none of our directors or executive officers exercised any stock options or stock appreciation rights, and none of them hold unexercised stock options. We have no long-term incentive plans.

#### *Outstanding Equity Awards*

Our directors and officers do not have unexercised options, stock that has not vested, or equity incentive plan awards.

#### *Compensation of Directors*

During the period from July 26, 2010 (inception) to March 31, 2011, our director, Guy Turnowski has received 10,000 shares as compensation for his services as a director,

No arrangements are presently in place regarding any additional compensation to directors for their services as directors or for committee participation or special assignments.

## CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

In August 2010, by action taken by our board of directors, we issued 490,000 shares of our common stock to Nir Bar, our President, Treasurer and Director, in consideration for the assignment of all of his rights in what is known as the Fits My Style products and invention. On January 1, 2011, we entered into a web site design consultation agreement with beIT Visual Communications Ltd., a company owned and controlled by our president and director, Mr. Bar. Pursuant to the agreement, beIT will be developing the Fits my Style proof-of-concept website for a fixed fee of \$10,000.

In August 2010, by action taken by our board of directors, we issued 10,000 shares of our common stock to Guy Turnowski, our Director, in consideration for services to be rendered.

## **DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES**

The Nevada Revised Statutes provide that a corporation may indemnify its officers and directors against expenses actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action (other than an action brought by or on behalf of the corporation as discussed below) by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the law or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation and, with respect to any criminal actions, had no reasonable cause to believe his or her conduct was unlawful. A corporation may indemnify its officers and directors against expenses, including amounts paid in settlement, actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action by or on behalf of the corporation by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the laws or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation. The Nevada Revised Statutes further provides that a corporation generally may not indemnify an officer or director if it is determined by a court that such officer or director is liable to the corporation or responsible for any amounts paid to the corporation as a settlement, unless a court also determines that the officer or director is entitled to indemnification in light of all of the relevant facts and circumstances. The Nevada Revised Statutes require a corporation to indemnify an officer or director to the extent he or she is successful on the merits or otherwise successfully defends the action.

Our By-laws provide that we will indemnify our directors and officers as is permitted by Nevada law. These indemnification provisions may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. We have been advised that, in the opinion of the SEC, indemnification of directors or officers for liabilities arising under the Securities Act is against public policy and, therefore, such indemnification provisions may be unenforceable.

### **LEGAL MATTERS**

The validity of the shares of common stock we are offering will be passed upon for us by David Lubin & Associates, PLLC, Lynbrook, New York.

### **EXPERTS**

The financial statements as of March 31, 2011 included in this prospectus have been audited by Berman & Company, P.A, an independent registered public accounting firm, as stated in their report, and have been so included in reliance upon the report of such firm given their authority as experts in accounting and auditing.

### **WHERE YOU CAN FIND MORE INFORMATION**

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to our common stock offered hereby. This prospectus, which forms part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. Some items are omitted in accordance with the rules and regulations of the SEC. For further information about us and our common stock, we refer you to the registration statement and the exhibits and schedules to the registration statement filed as part of the registration statement. Statements contained in this prospectus as to the contents of any contract or other document filed as an exhibit are qualified in all respects by reference to the actual text of the exhibit. You may read and copy the registration statement, including the exhibits and schedules to the registration statement, at the SEC's Public Reference Room at 100 F Street, NE, Washington, D.C. 20549, on official business days during the hours of 10:00 am to 3:00 pm. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a website at [www.sec.gov](http://www.sec.gov), where you can electronically access the registration statement, including the exhibits and schedules to the registration statement.

Upon completion of the offering, we will become subject to the full informational and periodic reporting requirements of the Securities Exchange Act of 1934, as amended. We will fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements certified by an independent registered public accounting firm. We also maintain an internet site, [www.fitsmystyle.com](http://www.fitsmystyle.com). Our website is not a part of this prospectus.

## PART II INFORMATION NOT REQUIRED IN PROSPECTUS

### Item 13. Other Expenses of Issuance and Distribution.

The following table summarizes the estimated expenses, other than underwriting commissions that we will incur in connection with this offering.

	<u>Amount (\$)</u>
Securities and Exchange Commission registration fee	4.55
Legal fees and expenses	6,000.00
Accounting fees and expenses	5,000.00
Transfer agent and registrar fees and expenses	3,000.00
Miscellaneous	<u>2,000.00</u>
Total	16,004.55

### Item 14. Indemnification of Directors and Officers.

The Nevada Revised Statutes provide that a corporation may indemnify its officers and directors against expenses actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action (other than an action brought by or on behalf of the corporation as discussed below) by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the law or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation and, with respect to any criminal actions, had no reasonable cause to believe his or her conduct was unlawful. A corporation may indemnify its officers and directors against expenses, including amounts paid in settlement, actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action by or on behalf of the corporation by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the laws or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation. The Nevada Revised Statutes further provides that a corporation generally may not indemnify an officer or director if it is determined by a court that such officer or director is liable to the corporation or responsible for any amounts paid to the corporation as a settlement, unless a court also determines that the officer or director is entitled to indemnification in light of all of the relevant facts and circumstances. The Nevada Revised Statutes require a corporation to indemnify an officer or director to the extent he or she is successful on the merits or otherwise successfully defends the action.

Our By-laws provide that we will indemnify our directors and officers as is permitted by Nevada law. These indemnification provisions may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act. We have been advised that, in the opinion of the SEC, indemnification of directors or officers for liabilities arising under the Securities Act is against public policy and, therefore, such indemnification provisions may be unenforceable.

### Item 15. Recent Sales of Unregistered Securities.

In August 2010, by action taken by our board of directors, we issued 490,000 shares of our common stock to Nir Bar, our President, Treasurer and Director, in consideration for the assignment of all of his rights in what is known as the Fits My Style products and invention. The shares were issued under Section 4(2) of the Securities Act of 1933, as amended, and/or Regulation S promulgated by the Securities and Exchange Commission.

In August 2010, by action taken by our board of directors, we issued 10,000 shares of our common stock to Guy Turnowski, our Director, in consideration for services rendered. The shares were issued under Section 4(2) of the Securities Act of 1933, as amended, and/or Regulation S promulgated by the Securities and Exchange Commission.

In August 2010, we issued 2,550,000 shares of our common stock to three co-founding shareholders of our corporation in consideration for an aggregate of \$3,000. The shares were issued under Section 4(2) of the Securities Act of 1933, as amended, and/or Rule 506 under Regulation D, or Regulation S promulgated by the Securities and Exchange Commission.

Between October, November and December of 2010, we conducted a private placement whereby we sold an aggregate of 776,000 shares of our common stock to the selling shareholders, which included 6 selling shareholders pursuant to an exemption from registration under Rule 506 under Regulation D of the Securities Act and 35 selling shareholders pursuant to an exemption from registration under Regulation S of the Securities Act, for an aggregate consideration of \$38,800, or \$0.05 per share.

In December 2010 we issued to a consultant of our company 10,000 shares of our common stock in consideration for services rendered. The shares were issued under Section 4(2) of the Securities Act of 1933, as amended, and/or Regulation S promulgated by the Securities and Exchange Commission.

**Item 16. Exhibits and Financial Statement Schedules.**

(a) Exhibits

<u>Exhibit Number</u>	<u>Document</u>
3.1	Articles of Incorporation. *
3.2	By-laws. *
4.1	Form of Regulation D Subscription Agreement. *
4.2	Form of Regulation S Subscription Agreement. *
5.1	Opinion of David Lubin & Associates, PLLC. *
10.1	Intellectual Property Assignment Agreement between the registrant and Mr. Nir Bar*
10.2	Web Site Design Consultation Agreement between the registrant and beIT Visual Communications Ltd.*
23.1	Consent of David Lubin & Associates, PLLC (contained in Exhibit 5.1)
23.2	Consent of Berman & Company, P.A, independent registered public accounting firm. *

\* Filed herewith

(b) Financial Statement Schedules

None.

**Item 17. Undertakings.**

**UNDERTAKINGS**

The undersigned registrant hereby undertakes:

(a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
- ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) Securities Act of 1933 to any purchaser in the initial That, for the purpose of determining liability of the registrant under the distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.



(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officers and controlling persons pursuant to the provisions above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by one of our directors, officers, or controlling persons in the successful defense of any action, suit or proceeding, is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act, and we will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Ra'anana, State of Israel, on June 14, 2011

FITS MY STYLE INC.

By: /s/ Nir Bar

Nir Bar

President (principal executive and financial officer)

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Nir Bar</u> Nir Bar	President, Treasurer and a Director <i>Principal Executive, Financial and Accounting Officer</i>	June 14, 2011
<u>/s/ Guy Turnowski</u> Guy Turnowski	Director	June 14, 2011

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**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Financial Statements**  
**March 31, 2011**

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**BERMAN & COMPANY, P.A.**  
Certified Public Accountants and Consultants

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of:  
Fits My Style, Inc.

We have audited the accompanying balance sheet of Fits My Style, Inc. ("the Company") (a development stage company) as of March 31, 2011, and the related statements of operations, stockholders' equity and cash flows for the period from July 26, 2010 (inception) to March 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fits My Style, Inc. as of March 31, 2011, and the results of its operations and its cash flows for the period from July 26, 2010 (inception) to March 31, 2011, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has a net loss of \$26,745 and net cash used in operations of \$1,245 for the period ended March 31, 2011, and a deficit accumulated during the development stage of \$26,745 at March 31, 2011. This factor raises substantial doubt about the Company's ability to continue as a going concern. Management's plan in regards to these matters is also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Berman & Company, P.A.

Boca Raton, Florida  
May 31, 2011

551 NW 77th Street Suite 201 • Boca Raton, FL 33487  
Phone: (561) 864-4444 • Fax: (561) 892-3715  
www.bermancpas.com • info@bermancpas.com  
Registered with the PCAOB • Member AICPA Center for Audit Quality  
Member American Institute of Certified Public Accountants  
Member Florida Institute of Certified Public Accountants

**Fits My Style, Inc**  
**(A Development Stage Company)**  
**Balance Sheet**  
**March 31, 2011**

**Assets**

**Current Assets**

Cash	\$ 40,555
<b>Total Current Assets</b>	<u>40,555</u>

<b>Total Assets</b>	<u>\$ 40,555</u>
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**Stockholders' Equity**

**Stockholders' Equity:**

Preferred stock, \$0.001 par value; 20,000,000 shares authorized; none issued and outstanding	\$ -
Common stock, \$0.001 par value, 200,000,000 shares authorized; 3,836,000 shares issued and outstanding	3,836
Additional paid-in capital	63,464
Deficit accumulated during the development stage	<u>(26,745)</u>
<b>Total Stockholders' Equity</b>	<u>\$ 40,555</u>

See accompanying notes to financial statements

**Fits My Style, Inc**  
**(A Development Stage Company)**  
**Statement of Operations**  
**From July 26, 2010 (Inception) to March 31, 2011**

<b>Operating Expenses</b>	
Research and development	\$ 24,500
General and administrative	<u>2,245</u>
<b>Total Operating Expenses</b>	<u>26,745</u>
<b>Net loss</b>	<u>\$ (26,745)</u>
<b>Net loss per common share - basic and diluted</b>	<u>\$ (0.01)</u>
<b>Weighted average number of common shares outstanding during the period - basic and diluted</b>	<u>3,337,871</u>

See accompanying notes to financial statements



**Fits My Style, Inc**  
**(A Development Stage Company)**  
**Statement of Stockholders' Equity**  
**From July 26, 2010 (Inception) to March 31, 2011**

	<u>Common Stock</u>		<u>Additional</u>	<u>Deficit</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid in</u>	<u>Accumulated</u>	<u>Stockholders'</u>
			<u>Capital</u>	<u>During the</u>	<u>Equity</u>
				<u>Development</u>	
				<u>Stage</u>	
Issuance of common stock for intellectual property - related party (\$0.001/share)	490,000	\$ 490	\$ 24,010	\$ -	\$ 24,500
Issuance of common stock to founders for cash (\$0.001/share)	2,550,000	2,550	450	-	3,000
Issuance of common stock for services - related party (\$0.001/share)	10,000	10	490	-	500
Issuance of common stock for cash (\$0.05/share)	776,000	776	38,024		38,800
Issuance of common stock for services (\$0.05/share)	10,000	10	490		500
Net loss for the period ended March 31, 2011	-	-		(26,745)	(26,745)
<b>Balance - March 31, 2011</b>	<b><u>3,836,000</u></b>	<b><u>\$ 3,836</u></b>	<b><u>\$ 63,464</u></b>	<b><u>\$ (26,745)</u></b>	<b><u>\$ 40,555</u></b>

See accompanying notes to financial statements

**Fits My Style, Inc**  
**(A Development Stage Company)**  
**Statement of Cash Flows**  
**From July 26, 2010 (Inception) to March 31, 2011**

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net Loss	\$ (26,745)
Adjustments to reconcile net loss to cash used in operating activities:	
Stock issued for intellectual property - related party	24,500
Stock issued for services - related party	500
Stock issued for services	500
Net Cash Used In Operating Activities	<u>(1,245)</u>

<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Proceeds from issuance of common stock	<u>41,800</u>
Net Cash Provided By Financing Activities	<u>41,800</u>

Net Increase in Cash	40,555
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Cash - Beginning of Period	-
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<b>Cash - End of Period</b>	<b><u><u>\$ 40,555</u></u></b>
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**SUPPLEMENTARY CASH FLOW INFORMATION:**

Cash Paid During the Period for:	
Taxes	<u>\$ -</u>
Interest	<u>\$ -</u>

See accompanying notes to financial statements

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

**Note 1 Nature of Operations and Summary of Significant Accounting Policies**

**Nature of Operations**

Fits My Style, Inc. (the "Company"), was incorporated in Nevada on July 26, 2010. The Company is headquartered in Israel.

The Company intends to develop a website that will allow buyers of furnishings to simulate how their home or office could look before making an in-store or on-line purchase to complete these spaces.

The Company's fiscal year will be June 30.

**Development Stage**

The Company's financial statements are presented as those of a development stage enterprise. Activities during the development stage primarily include equity based financing, and the development of the business plan.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America, or U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from our estimates.

**Cash and Cash Equivalents**

The Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents. The Company had no cash equivalents at March 31, 2011.

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

**Earnings Per Share**

Basic loss per share is computed by dividing net loss by weighted average number of shares of common stock outstanding during each period. Diluted loss per share is computed by dividing net loss by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during each period. At March 31, 2011, the Company does not have any outstanding common stock equivalents; therefore, a separate computation of diluted loss per share is not presented.

**Share-Based Payments**

Generally, all forms of share-based payments, including stock option grants, warrants, restricted stock grants and stock appreciation rights are measured at their fair value on the awards' grant date, based on the estimated number of awards that are ultimately expected to vest. Share-based compensation awards issued to non-employees for services rendered are recorded at either the fair value of the services rendered or the fair value of the share-based payment, whichever is more readily determinable.

**Research and Development**

Research and development is expensed as incurred.

**Income Taxes**

The Company recognizes deferred tax liabilities and assets based on the differences between the financial statement carrying amounts and the tax bases of assets and liabilities, using enacted tax rates in effect in the years the differences are expected to reverse. Deferred income tax benefit (expense) results from the change in net deferred tax assets or deferred tax liabilities. A valuation allowance is recorded when it is more likely than not that some or all deferred tax assets will not be realized.

Accounting guidance now codified as FASB ASC Topic 740-20, "*Income Taxes – Intra-period Tax Allocation*," clarifies the accounting for uncertainties in income taxes recognized in accordance with FASB ASC Topic 740-20 by prescribing guidance for the recognition, de-recognition and measurement in financial statements of income tax positions taken in previously filed tax returns or tax positions expected to be taken in tax returns, including a decision whether to file or not to file in a particular jurisdiction. FASB ASC Topic 740-20 requires that any liability created for unrecognized tax benefits is disclosed. The application of FASB ASC Topic 740-20 may also affect the tax bases of assets and liabilities and therefore may change or create deferred tax liabilities or assets. The Company would recognize interest and penalties related to unrecognized tax benefits in income tax expense. At March 31, 2011, the Company did not record any liabilities for uncertain tax positions.

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

**Recent Accounting Pronouncements**

There are no new accounting pronouncements that have any impact on the Company's financial statements.

**Note 2 Going Concern**

As reflected in the accompanying financial statements, the Company has a net loss of \$26,745 and net cash used in operations of \$1,245 for the period ended March 31, 2011, and a deficit accumulated during the development stage of \$26,745 at March 31, 2011. In addition, the Company is in the development stage and has not yet generated any revenues.

While the Company has positive working capital at March 31, 2011, the Company expects that its current cash resources as well as expected lack of operating cash flows will not be sufficient to sustain operations for a period greater than one year.

The ability of the Company to continue as a going concern is dependent on Management's plans, which include continuing to raise equity based financing as well as development of the business plan.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

**Note 3 Stockholders' Equity**

From July 26, 2010 (inception) to March 31, 2011, the Company issued the following shares of common stock:

<b>Transaction Type</b>	<b>Quantity of Shares</b>	<b>Valuation</b>	<b>Value per Share</b>
Cash – related parties - founders	2,550,000	\$ 3,000	\$ 0.001
Cash – third parties	776,000	38,800	0.050
Services – related parties (1)	10,000	500	0.050
Services – third parties (2)	10,000	500	0.050
Intellectual property – related party – founder (3)	490,000	24,500	0.050
	<u>3,836,000</u>	<u>\$ 67,300</u>	\$ 0.001 – 0.050

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

- (1) Valuation based upon cash offering price paid by founders on same date.
- (2) Valuation based upon recent cash offering price to third parties.
- (3) The Company issued these shares of common stock, to its Chief Executive Officer and Director, for the acquisition of certain intellectual property ("IP").

Under Staff Accounting Bulletin Topic 5(G), "*Transfers of Nonmonetary Assets by Promoters or Shareholders*", the patent was contributed to the Company at its historical cost basis of \$0, as determined under generally accepted accounting principles. The Company has expensed this stock issuance as a component of research and development.

The Company also considered the valuation of the IP, whereby these assets had never been previously developed for commercialization. The IP acquired will be used by the Company in the attempt of furthering the business plan.

**Note 5 Income Taxes**

The Company has a net operating loss carryforward for tax purposes totaling approximately \$2,000 at March 31, 2011, expiring through 2031.

Significant deferred tax assets at March 31, 2011 are approximately as follows:

<b>Gross deferred tax assets:</b>	
Net operating loss carryforwards	\$ 1,000
<b>Total deferred tax assets</b>	<b>1,000</b>
Less: valuation allowance	(1,000)
<b>Net deferred tax asset recorded</b>	<b>\$ -</b>

The valuation allowance at July 26, 2010 (inception) was \$0. The net change in valuation allowance during the period ended March 31, 2011 was an increase of approximately \$1,000. In assessing the reliability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred income tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based on consideration of these items, management has determined that enough uncertainty exists relative to the realization of the deferred income tax asset balances to warrant the application of a full valuation allowance as of March 31, 2011.

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

The actual tax benefit differs from the expected tax benefit for the period ended March 31, 2011 (computed by applying the U.S. Federal Corporate tax rate of 34% to income before taxes and a state rate of 10%, due to the Company being headquartered in Israel, for a blended rate of 40.6%) as follows:

Expected tax expense (benefit) - Federal	\$ (8,000)
Expected tax expense (benefit) - State	(3,000)
Non-deductible stock compensation	10,000
Change in valuation allowance	1,000
Actual tax expense (benefit)	<u>\$ -</u>

The Company believes that until operations commence, the estimate of 10% for state income taxes is a reasonable estimate. The Company is not yet able to determine where it will do business, as operations are expected to occur on an international basis.

**Note 6 Fair Value**

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact business and considers assumptions that marketplace participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of nonperformance.

The guidance also establishes a fair value hierarchy for measurements of fair value as follows:

- Level 1 – quoted market prices in active markets for identical assets or liabilities.
- Level 2 - inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

At March 31, 2011, the Company has no instruments that require additional disclosure.

**Fits My Style, Inc.**  
**(A Development Stage Company)**  
**Notes to Financial Statements**  
**March 31, 2011**

**Note 7 Contingencies**

From time to time, the Company may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise that may harm its business. The Company is currently not aware of any such legal proceedings or claims that they believe will have, individually or in the aggregate, a material adverse affect on its business, financial condition or operating results.

**Note 8 Subsequent Events**

The Company has evaluated for subsequent events between the balance sheet date of March 31, 2011 and May 31, 2011, the date the financial statements were issued, and concluded that events or transactions occurring during that period requiring recognition or disclosure have been made.







ROSS MILLER  
Secretary of State  
204 North Carson Street, Suite 4  
Carson City, Nevada 89701-4520  
(775) 884 5708  
Website: www.nvsos.gov

## Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20100549278-98</b>
	Filing Date and Time <b>07/26/2010 8:00 AM</b>
	Entity Number <b>E0350752010-8</b>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Corporation:</b>	Fits My Style Inc.			
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Vcorp Services, LLC <small>Name</small> <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent <b>OR</b> Name of Title of Office or Other Position with Entity Nevada Street Address City Zip Code Nevada Mailing Address (if different from street address) City Zip Code			
<b>3. Authorized Stock:</b> (number of shares corporation is authorized to issue)	Number of shares with per value:	220,000,000	Per value per share: \$	0.001
<b>4. Names and Addresses of the Board of Directors/Trustees:</b> (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) Nir Bar <small>Name</small> 9A Yadin Igal Street <small>Street Address</small> Ra'anana 43582 Israel <small>City State Zip Code</small> 2) Guy Turnowski <small>Name</small> 58 Bialik Avenue <small>Street Address</small> Ramat-Hasharon 47205 Is <small>City State Zip Code</small>			
<b>5. Purpose:</b> (optional; see instructions)	The purpose of the corporation shall be:			
<b>6. Name, Address and Signature of Incorporator:</b> (attach additional page if more than one incorporator)	Danielle Cohen <small>Name</small> 20 Robert Pitt Drive, Suite 214 <small>Address</small> Monsey NY 10952 <small>City State Zip Code</small>  <small>Incorporator Signature</small>			
<b>7. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small> 7/23/2010 <small>Date</small>			

This form must be accompanied by appropriate fees

Nevada Secretary of State NRS 78 Articles  
Revised: 4-10-09

ATTACHMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
Fits My Style Inc.

8. The governing board of Fits My Style Inc. (the "Corporation") shall be styled as a "Board of Directors", and any member of said Board shall be styled as a "Director." The first Board of Directors of the corporation shall consist of two (2) director(s). The number of directors of the Corporation may be increased or decreased in the manner provided in the Bylaws of the Corporation; provided, that the number of directors shall never be less than one. In the interim between elections of directors by stockholders entitled to vote, all vacancies, including vacancies caused by an increase in the number of directors and including vacancies resulting from the removal of directors by the stockholders entitled to vote which are not filled by said stockholders, may be filled by the remaining directors, though less than a quorum.

9. (a) The total number of shares of stock which the Corporation shall have authority to issue is Two Hundred Twenty Million (220,000,000) which shall consist of (i) Two Hundred Million (200,000,000) shares of common stock, par value \$0.001 per share (the "Common Stock"), and (ii) Twenty Million (20,000,000) shares of blank check preferred stock, par value \$0.001 per share (the "Preferred Stock").

(b) The Preferred Stock may be issued in one or more series, from time to time, with each such series to have such designation, relative rights, preferences or limitations, as shall be stated and expressed in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation (the "Board"), subject to the limitations prescribed by law and in accordance with the provisions hereof, the Board being hereby expressly vested with authority to adopt any such resolution or resolutions. The authority of the Board with respect to each series of Preferred Stock shall include, but not be limited to, the determination or fixing of the following:

(i) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board increasing such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board;

(ii) The dividend rate of such series, the conditions and time upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of Stock or series thereof, or any other series of the same class, and whether such dividends shall be cumulative or non-cumulative;

(iii) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed;

(iv) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(v) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments and other terms and conditions of such conversion or exchange;

(vi) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(vii) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution or upon the distribution of assets of the Corporation; and

(viii) Any other powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of such series, as the Board may deem advisable and as shall not be inconsistent with the provisions of this Articles of Incorporation.

(c) The holders of shares of the Preferred Stock of each series shall be entitled to receive, when and as declared by the Board, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board for such series before any cash dividends shall be declared and paid or set apart for payment, on the Common Stock with respect to the same dividend period.

(d) The holders of shares of the Preferred Stock of each series shall be entitled, upon liquidation or dissolution or upon the distribution of the assets of the Corporation, to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation.

10. The Corporation shall have perpetual existence.

11. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented. Any repeal or amendment of this Article by the stockholders of the Corporation shall be prospective.

12. The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Law from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Law, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

13. The nature of the business of the Corporation and the objects or the purposes to be transacted, promoted, or carried on by it are to engage in any lawful activity.

14. The Corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

# SECRETARY OF STATE



## CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **FITS MY STYLE INC.**, did on July 26, 2010, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 26, 2010.

ROSS MILLER  
Secretary of State

Certified By: Rhonda Tuin  
Certificate Number: C20100726-0897  
You may verify this certificate  
online at <http://www.nvsos.gov/>

BY-LAWS  
OF  
FITS MY STYLE INC.  
(the "Corporation")  
\*\*\*\*\*

ARTICLE I

Offices

The Corporation may have offices at such other places, both with-in and without the State of Nevada, as the Board of Directors may determine and designate from time to time or the business of the Corporation requires.

ARTICLE II

Books

The books and records of the Corporation may be kept (except as otherwise provided by the laws of the State of Nevada) outside of the State of Nevada and at such place or places as may be designated by the Board of Directors.

ARTICLE III

Stockholders

Section 1. Place of Meetings, etc. Except as other-wise provided in these Bylaws, all meetings of the stock-holders shall be held at such dates, times and places, within or without the State of Nevada, as shall be determined by the Board of Directors or the President of the Corporation and as shall be stated in the notice of the meeting or in waivers of notice thereof. If the place of any meeting is not so fixed, it shall be held at the registered office of the Corporation in the State of Nevada.

Section 2. Annual Meetings . The Annual Meeting of stockholders of the Corporation for the election of Directors and the transaction of such other business as may properly come before said meeting may be held at the principal business office of the Corporation or at such other place or places either within or without the State of Nevada as may be designated by the Board of Directors and stated in the notice of the meeting.

Section 3. Special Meetings . Special meetings of the stockholders of the Corporation shall be held whenever called in the manner required by the laws of the State of Nevada for purposes as to which there are special statutory provisions, and for other purposes whenever called by resolution of the Board of Directors, or by the President, or by the holders of a majority of the outstanding shares of capital stock of the Corporation the holders of which are entitled to vote on matters that are to be voted on at such meeting. Any such Special Meetings of stockholders may be held at the principal business office of the Corporation or at such other place or places, either within or without the State of Nevada, as may be specified in the notice thereof. Business transacted at any Special Meeting of stockholders of the Corporation shall be limited to the purposes stated in the notice thereof. The notice shall state the date, time, place and pur-pose or purposes of the proposed meeting.

Section 4. Notice of Meetings . Except as other-wise required or permitted by law, whenever the stockholders of the Corporation are re-quired or permitted to take any action at a meeting, written notice thereof shall be given, stating the place, date and time of the meeting and, unless it is the annual meeting, by or at whose direction it is being issued. The notice also shall designate the place where the stockholders' list is avail-able for examination, unless the list is kept at the place where the meeting is to be held. Notice of a Special Meeting also shall state the purpose or purposes for which the meeting is called. A copy of the notice of any meeting shall be delivered personally or shall be mailed, not less than ten (10) nor more than sixty (60) days before the date of the meet-ing, to each stockholder of record entitled to vote at the meeting. If mailed, the notice shall be given when deposited in the United States mail, postage prepaid and shall be di-rected to each stockholder at his or her address as it appears on the record of stockholders, unless he or she shall have filed with the Secretary of the Corporation a written request that notices to him or her be mailed to some other address, in which case it shall be directed to him or her at the other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend the meeting, except for the ex-press purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not law-fully called or convened, or who shall submit, either before or after the meeting, a signed waiver of notice. Unless the Board of Directors, after the adjournment of such meeting, shall fix a new record date for an adjourned meeting or unless the adjournment is for more than thirty (30) days, notice of an adjourned meeting need not be given if the place, date and time to which the meeting shall be adjourned is announced at the meeting at which the adjournment is taken.

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Section 5. List of Stockholders . The officer of the Corporation who shall have charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order and showing the address and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place specified in the notice of the meeting or at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder present at the meeting.

Section 6. Quorum . Except as otherwise expressly provided by the laws of the State of Nevada, or by the Articles of Incorporation of the Corporation, or by these Bylaws, at any and all meetings of the stockholders of the Corporation there must be present, either in person or by proxy, stockholders owning a majority of the issued and out-standing shares of the capital stock of the Corporation entitled to vote at said meeting. At any meeting of stockholders at which a quorum is not present, the holders of, or proxies for, a majority of the stock which is represented at such meeting, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 7. Organization . The President shall call to order meetings of the stockholders and shall act as Chairman of such meetings. The Board of Directors or the stockholders may appoint any stockholder or any Director or officer of the Corporation to act as Chairman at any meeting in the absence of the President. The Secretary of the Corporation shall act as secretary of all meetings of the stockholders, but in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

Section 8. Voting . Except as otherwise provided by the Article of Incorporation of the Corporation or these Bylaws, at any meeting of the stockholders each stockholder of record of the Corporation having the right to vote thereat shall be entitled to one (1) vote for each share of stock outstanding in his or her name on the books of the Corporation as of the record date and entitling him or her to so vote. A stockholder may vote in person or by proxy. Except as otherwise provided by the law of the State of Nevada or by the Article of Incorporation of the Corporation, any cor-po-rate action to be taken by a vote of the stockholders, other than the election of directors, shall be authorized by not less than a majority of the votes cast at a meeting by the stockholders present in person or by proxy and entitled to vote thereon. Directors shall be elected as provided in Section 1 of Article IV of these Bylaws. Written ballots shall not be required for voting on any matter unless ordered by the Chairman of the meeting.

Section 9. Proxies . Every proxy shall be executed in writing by the stockholder or by his or her attorney-in-fact.

Section 10. Consent of Stockholders in Lieu of Meeting . Unless otherwise provided in the Articles of Incorporation of the Corporation, whenever the vote of the stockholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the laws of the state of Nevada or of the Articles of Incorporation, such corporate action may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed, in person or by proxy, by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote there-on were present and voted in person or by proxy. Prompt notice of the taking of the corporate action without a meet-ing by less than unanimous written consent shall be given to those stockholders who have not consented in writing, but who were entitled to vote on the matter.



ARTICLE IV  
Directors

Section 1. Number, Election and Term of Office . The business and affairs of the Corporation shall be managed by the Board of Directors. The number of Directors which shall constitute the whole Board shall be not less than one (1) and not more than nine (9). Within such limits, the number of Directors may be fixed from time to time by vote of the stockholders or of the Board of Directors, at any regular or special meeting, subject to the provisions of the Articles of Incorporation. The initial board shall consist of two (2) directors. Directors need not be stockholders. Directors shall be elected at the Annual Meeting of the stockholders of the Corporation, except as provided in Section 2 of this Article IV, to serve until their respective successors are duly elected and qualified. When used in these Bylaws, the phrase "entire Board" means the total number of directors which the Corporation would have if there were no vacancies.

Section 2. Vacancies and Newly Created Directorships . Except as hereinafter provided, any vacancy in the office of a Director occurring for any reason other than the removal of a Director pursuant to Section 3 of this Article, and any newly created Directorship resulting from any increase in the authorized number of Directors, may be filled by a majority of the Directors then in office. In the event that any vacancy in the office of a Director occurs as a result of the removal of a Director pursuant to Section 3 of this Article, or in the event that vacancies occur contemporaneously in the offices of all of the Directors, such vacancy or vacancies shall be filled by the stockholders of the Corporation at a meeting of stockholders called for that purpose. Directors chosen or elected as aforesaid shall hold office until their respective successors are duly elected and qualified.

Section 3. Removals . At any meeting of stockholders of the Corporation called for that purpose, the holders of a majority of the shares of capital stock of the Corporation entitled to vote at such meeting may remove from office any or all of the Directors, with or without cause.

Section 4. Resignations . Any director may resign at any time by giving written notice of his or her resignation to the Corporation. A resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 5. Place of Meetings . Except as otherwise provided in these Bylaws, all meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place, within or without the State of Nevada, as the Board determines from time to time.

Section 6. Annual Meetings . The annual meeting of the Board of Directors shall be held either (a) without notice immediately after the annual meeting of stockholders and in the same place, or (b) as soon as practicable after the annual meeting of stockholders on such date and at such time and place as the Board determines.

Section 7. Regular Meetings . Regular meetings of the Board of Directors shall be held on such dates and at the principal business office of the Corporation or at such other place, either within or without the State of Nevada, as the Board determines. Notice of regular meetings need not be given, except as otherwise required by law.

Section 8. Special Meetings . Special meetings of the Board of Directors may be called by the President or any two Directors on notice given to each Director, and such meetings shall be held at the principal business office of the Corporation or at such other place, either within or without the State of Nevada, as shall be specified in the notices thereof. The request shall state the date, time, place and purpose or purposes of the proposed meeting.

Section 9. Notice of Meetings . Notice of each special meeting of the Board of Directors (and of each annual meeting held pursuant to subdivision (b) of Section 6 of this Article IV) shall be given, not later than 24 hours before the meeting is scheduled to commence, by the President or the Secretary and shall state the place, date and time of the meeting. Notice of each meeting may be delivered to a Director by hand or given to a director orally (whether by telephone or in person) or mailed or telegraphed to a Director at his or her residence or usual place of business, provided, however, that if notice of less than 72 hours is given it may not be mailed. If mailed, the notice shall be deemed to have been given when deposited in the United States mail, postage prepaid, and if telegraphed, the notice shall be deemed to have been given when the contents of the telegram are transmitted to the telegraph service with instructions that the telegram immediately be dispatched. Notice of any meeting need not be given to any Director who shall submit, either before or after the meeting, a signed waiver of notice or who shall attend the meeting, except if such Director shall attend for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened. Notice of any adjourned meeting, including the place, date and time of the new meeting, shall be given to all Directors not present at the time of the adjournment, as well as to the other Directors unless the place, date and time of the new meeting is announced at the adjourned meeting.

Section 10. Quorum . Except as otherwise provided by the laws of the State of Nevada or in these Bylaws, at all meetings of the Board of Directors of the Corporation a majority of the entire Board shall constitute a quorum for the trans-action of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another place, date and time.

Section 11. Conduct of Meetings . At each meeting of the Board of Directors of the Corporation, the President or, in his or her absence, a Director chosen by a majority of the Directors present shall act as Chairman of the meeting. The Secretary or, in his or her absence, any person appointed by the Chairman of the meeting shall act as Secretary of the meeting and keep the minutes thereof. The order of business at all meetings of the Board shall be as determined by the Chairman of the meeting.

Section 12. Committees of the Board . The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate an executive committee and other committees, each consisting of one (1) or more Directors. Each committee (including the members thereof) shall serve at the pleasure of the Board of Directors and shall keep minutes of its meetings and report the same to the Board of Directors. The Board of Directors may designate one or more Directors as alternate members of any committee. Alternate members may replace any absent or disqualified member or members at any meeting of a committee. In addition, in the absence or disqualification of a member of a committee, if no alternate member has been designated by the Board of Directors, the members present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Except as limited by the laws of the State of Nevada, each committee, to the extent provided in the resolution establishing it, shall have and may exercise all the powers and authority of the Board of Directors with respect to all matters.

Section 13. Operation of Committees . A majority of all the members of a committee shall constitute a quorum for the transaction of business, and the vote of a majority of all the members of a committee present at a meeting at which a quorum is present shall be the act of the committee. Each committee shall adopt whatever other rules of procedure it determines for the conduct of its activities.

Section 14. Consent to Action . Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 15. Meetings Held Other Than in Person . Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors or any committee may participate in a meeting of the Board of Directors or committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

Section 16. Compensation of Directors . Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for the attendance at each regular or special meeting of the Board; however nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

ARTICLE V  
Officers

Section 1. Number, Election and Term of Office . The officers of the Corporation shall be a President, a Treasurer, and a Secretary, and may at the discretion of the Board of Directors include a Chief Executive Officer, a Chief Financial Officer, Chairman of the Board and one or more Vice Presidents, Director of Corporate Development, General Managers, Assistant Treasurers and Assistant Secretaries. The officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the Annual Meeting of the stockholders, and shall hold their respective offices until their successors are duly elected and qualified. Any two (2) or more offices may be held by the same person. The Board of Directors may from time to time appoint such other officers and agents as the interests of the Corporation may require and may fix their duties and terms of office. Any officer may devote less than one hundred percent (100%) of his or her working time to his or her activities as such.

Section 2. The President . The President shall be the chief executive and operating officer of the Corporation, and shall preside at all meetings of the stockholders and of the Board of Directors. The President shall have general and active management of the business and affairs of the Corporation, subject to the control of the Board, shall see that all orders and resolutions of the Board are effectuated, and shall have such other powers and duties as the Board assigns to him. He shall ensure that the books, reports, statements, certificates and other records of the Corporation are kept, made or filed in accordance with the laws of the State of Nevada. He shall cause to be called regular and special meetings of the stockholders and of the Board of Directors in accordance with these Bylaws. He may sign, execute and deliver in the name of the Corporation all deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing, execution or delivery thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or where required by law to be otherwise signed, executed or delivered. He may sign, jointly with the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer, certificates of stock of the Corporation. He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly elected or appointed officers, subject to the approval of the Board of Directors. In addition to the powers and duties expressly conferred upon him by these Bylaws, he shall, except as otherwise specifically provided by the laws of the State of Nevada, have such other powers and duties as shall from time to time be assigned to him by the Board of Directors.

Section 3. The Vice President . There may be such Vice Presidents as the Board of Directors shall determine from time to time, with duties determined by the Board of Directors. If there is only one Vice President appointed by the Board, he shall perform, in the absence or disability of the President, the duties and exercise the powers of the President and shall have such other powers and duties as the Board or the President assigns to him.

Section 4. The Secretary . The Secretary may sign all certificates of stock of the Corporation jointly with the President. He shall record all the proceedings of the meetings of the stockholders and the Board of Directors of the Corporation in the books to be kept for that purpose. He shall have safe custody of the seal of the Corporation and, when authorized by the Board, he shall affix the same to any corporate instrument, and when so affixed he may attest the same by his signature. He shall keep the transfer books, in which all transfers of the capital stock of the Corporation shall be registered, and the stock books, which shall contain the names and addresses of all holders of the capital stock of the Corporation and the number of shares held by each. He shall keep the stock and transfer books available during business hours for inspection by any stockholder and for the transfer of stock. He shall notify the Directors and stockholders of the respective meetings as required by law or by these Bylaws of the Corporation. He shall have and perform -such other powers and duties as may be required by law or the Bylaws of the Corporation, or which the Board or the Pres-i-dent may assign to him from time to time.

Section 5. Assistant Secretaries . The Assistant Secretaries shall, during the absence or incapacity of the Secretary, assume and perform all functions and duties which the Secretary might lawfully do if present and not under any incapacity.

Section 6. The Treasurer . Subject to the control of the Board, the Treasurer shall have the care and custody of the corporate funds and the books relating thereto. He shall perform all other duties incident to the office of Treasurer. He shall have such other powers and duties as the Board or the President assigns to him from time to time. He shall keep full and accurate accounts of all receipts and disbursements of the Corporation in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board, and shall render to the President or the Directors, whenever they may require it, an account of all his transactions as Treasurer and an account of the business and financial position of the Corporation. The Treasurer shall be the "Treasurer" for purposes of the laws of the State of Nevada.

Section 7. Assistant Treasurers . The Assistant Treasurers shall, during the absence or incapacity of the Treasurer, assume and perform all functions and duties which the Treasurer might lawfully do if present and not under any incapacity.

Section 8. Transfer of Duties . The Board of Directors may transfer the power and duties, in whole or in part, of any officer to any other officer, or other persons, notwithstanding the provisions of these Bylaws, except as otherwise provided by the laws of the State of Nevada.

Section 9. Removals . Subject to his or her earlier death, resignation or removal as hereinafter provided, each officer shall hold his or her office until his or her successor shall have been duly elected and shall have qualified. Any officer or agent of the Corporation may be removed from office at any time, with or without cause, by the affirmative vote of a majority of the entire Board, at a meeting of the Board of Directors called for that purpose.

Section 10. Resignations . Any officer or agent of the Corporation may resign at any time by giving written notice of his or her resignation to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

Section 11. Vacancies . If the office of President, Secretary or Treasurer becomes vacant for any reason, the Board of Directors shall choose a successor to hold such office for the unexpired term. If any other officer or agent becomes vacant for any reason, the Board of Directors may fill the vacancy, and each officer so elected shall serve for the remainder of his or her predecessor's term.

Section 12. Compensation of Officers . The officers shall receive such salary or compensation as may be determined by the Board of Directors.

#### ARTICLE V Contracts, Checks and Notes

Section 1. Contracts . Unless the Board of Directors shall otherwise specifically direct, all contracts of the Corporation shall be executed in the name of the Corporation by the President, Vice President or chief executive officer of the Corporation.

Section 2. Checks and Notes . All negotiable instruments of the Corporation shall be signed by such officers or agents of the Corporation as may be designated by the Board of Directors.

#### ARTICLE VI Provisions Relating to Stock Certificates and Stockholders

Section 1. Certificates of Stock . Certificates for the Corporation's capital stock shall be in such form as required by law and as approved by the Board. Each certificate shall be signed in the name of the Corporation by the President or any Vice President and by the Secretary, the Treasurer or any Assistant Secretary or any Assistant Treasurer and shall bear the seal of the Corporation or a facsimile thereof. If any certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation or its employees, the signature of any officer of the Corporation may be a facsimile signature. In case any officer, transfer agent or registrar who shall have signed or whose facsimile signature was placed on any certificate shall have ceased to be such officer, transfer agent or registrar before the certificate shall be issued, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 2. Lost Certificates, etc . The Corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost, mutilated, stolen or destroyed, and the Board may re-quire the owner of the lost, mutilated, stolen or destroyed certificate, or his legal representatives, to make an affidavit of that fact and to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, mutilation, theft or destruction of the certificate or the issuance of a new certificate.

Section 3. Transfer of Stock . Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Record Date . For the purpose of deter-mining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or for the purpose of any other action, the Board may fix in advance, a record date, which shall be not more than sixty (60) nor less than ten (10) days before the date of any such meeting, nor more than sixty (60) days prior to any other action.

Section 5. Registered Stockholders . The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such share or shares by any other person, whether or not it shall have notice thereof, except as expressly provided by the laws of the State of Nevada.

## ARTICLE VII General Provisions

Section 1. Dividends . To the extent permitted by law, the Board shall have full power and discretion, subject to the provisions of the Articles of Incorporation of the Corporation and the terms of any other corporate document or instrument binding upon the Corporation, to determine what, if any, dividends or distributions shall be declared and paid or made. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the Directors think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors think conducive to the interests of the Corporation. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Seal . The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Nevada."

Section 3. Fiscal Year . The fiscal year of the Corporation shall be end on December 31.

Section 4. Voting Shares in Other Corporations . Unless otherwise directed by the Board, shares in other corporations which are held by the Corporation shall be represented and voted only by the President or by a proxy or proxies appointed by him or her.

Section 5. Indemnification .

(a) The Corporation shall indemnify any person who was, or is threatened to be made, a party to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director, officer, employee or agent of the Corporation, or (ii) while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or similar functionary of another corporation, partnership, joint venture, trust or other enterprise, to the fullest extent permitted under the Revised Statutes of the State of Nevada, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Article VII is in effect. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of stockholders or directors, agreement or otherwise.

(b) As used herein, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

(c) A director or officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or (ii) for the payment of distributions in violation of the Revised Statutes of the State of Nevada. Any repeal or amendment of this Article VII by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director or officer of the Corporation is not personally liable as set forth in the foregoing provisions of this Article VII, a director or officer shall not be liable to the Corporation or its stockholders to such further extent as permitted by any law hereafter enacted, including, without limitation, any subsequent amendment to the Revised Statutes of the State of Nevada.

#### ARTICLE VIII

##### Amendments

These Bylaws may be adopted, altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.



**SUBSCRIPTION AGREEMENT**  
**SHARES OF COMMON STOCK**  
**OF**  
**FITS MY STYLE INC.**

Fits My Style Inc.

Ladies and Gentlemen:

The undersigned (the "Subscriber") understands that Fits My Style Inc., a Nevada corporation (the "Company"), is offering for sale to the Subscriber the number of shares of the Company's Common Stock, value per \$0.001 (the "Common Stock"), set forth below the Subscriber's name on the signature page hereto. The Subscriber acknowledges that it is not acting on the basis of any representations or warranties other than those set forth in this subscription agreement (this "Subscription Agreement") and understands that the offering of the Common Stock (the "Offering") is being made without registration of the Common Stock under the United States Securities Act of 1933, as amended (the "Act"), or any securities, "blue sky" or other similar laws of any foreign or domestic state ("State Securities Laws"), including without limitation, the jurisdiction in which the Subscriber resides.

The Subscriber agrees as follows:

1. **Subscription.** The Subscriber hereby tenders this subscription and applies for the purchase of up to twenty thousands (20,000) shares of Common Stock at a purchase price of \$0.05 per share for the aggregate purchase price of U.S. \$1,000 (the "Purchase Price").
  2. **Payment for Common Stock.** Payment of the Purchase Price shall be made simultaneously with the execution and delivery of this Subscription Agreement. If this subscription is not accepted or the Offering is terminated by the Company for any reason, all documents, together with the Purchase Price (without interest), will be returned to the Subscriber. If this subscription is accepted by the Company, the Company will deliver a certificate representing the shares of Common Stock purchased by the Subscriber to the Subscriber following such acceptance.
  3. **Certain Acknowledgments and Agreements of Subscriber.** The Subscriber understands and acknowledges and agrees that: (i) the Company has the unconditional right, exercisable in its sole and absolute discretion, to accept or reject this Subscription Agreement, in whole or in part, (ii) the subscription is subject to prior sale, withdrawal, modification, or cancellation of the Offering by the Company, (iii) the subscription shall not be valid unless and until accepted by the Company, (iv) this Subscription Agreement shall be deemed to be accepted by the Company only when it is signed by an authorized officer of the Company on behalf of the Company and (v) notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue shares of Common Stock to the Subscriber if such issuance would constitute a violation of the Act or any State Securities Laws or any other applicable laws preventing the Company from effecting such issuance.
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4. Representations and Warranties of Company. In order to induce the Subscriber to tender this subscription, the Company hereby represents and warrants to the Subscriber as follows:

- (a) Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.
  - (b) Capitalization. The authorized capital of the Company consists of 200,000,000 shares of Common Stock and 20,000,000 or preferred stock. All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with the Act and State Securities Laws.
  - (c) Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Subscription Agreement, and to issue the Common Stock, has been taken or will be taken prior to the acceptance of this subscription. All action on the part of the officers of the Company necessary for (i) the execution and delivery of the Subscription Agreement, (ii) the performance of all obligations of the Company under the Subscription Agreement, and (iii) the issuance and delivery of the Common Stock has been taken or will be taken prior to acceptance of this subscription. The Subscription Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (y) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (z) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
  - (d) Valid Issuance of Common Stock. The shares of Common Stock subject to this subscription, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Stockholders Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Subscriber. Assuming the accuracy of the representations in Section 5 of this Agreement and subject to the filings described in Section 4(e) below, the shares of Common Stock subject to this subscription will be issued in compliance with the Act and State Securities Laws.
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- (e) Governmental Consents and Filings. Assuming the accuracy of the representations in Section 5 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Regulation D of the Act.

5. Representations and Warranties of Subscriber. In order to induce the Company to accept this subscription, the Subscriber hereby represents and warrants to the Company as follows:

- (a) The Subscriber (i) is an “Accredited Investor” as defined in Rule 501 of Regulation D under the United States Securities Act of 1933 (the “Securities Act”); or (ii) by reason of the Subscriber’s business or financial experience (or the business or financial experience of the Subscriber’s professional advisors who are unaffiliated with and who are not compensated by the Company or any affiliate or selling agent of the Company, directly or indirectly), has the capacity to protect the Subscriber’s interests in connection with the proposed purchase of Common Stock;
  - (b) SUBSCRIBER HAS RECEIVED, READ CAREFULLY AND UNDERSTANDS THIS AGREEMENT AND ALL EXHIBITS AND APPENDICES HERETO AND HAS HAD AN ADEQUATE OPPORTUNITY TO CONSULT SUBSCRIBER’S OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR SUBSCRIBER;
  - (c) The Company has provided the Subscriber and his or her representative, if any, prior to the purchase of any of the Common Stock, with the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the financial data and business of the Company and to obtain any additional information necessary to verify the information relative to the financial data and business of the Company, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be fully satisfactory. The Subscriber is satisfied that he or she has received adequate information concerning all matters which he or she considers material to a decision to purchase the Common Stock;
  - (d) Subscriber understands and acknowledges that (i) Subscriber must bear the economic risk of an investment in the Common Stock for an indefinite period of time; (ii) the Common Stock have not been registered under the Act or any State Securities Laws and are being offered and sold in reliance upon exemptions provided in the Act and State Securities Laws for transactions not involving any public offering and, therefore, the Common Stock may not be resold or transferred unless they are subsequently registered under the Act and applicable State Securities Laws or unless an exemption from such registration is available; and (iii) Subscriber is purchasing the Common Stock, and any purchase of the Common Stock will be, for investment purposes only for Subscriber’s account and not with any view toward a distribution thereof;
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- (e) Subscriber is aware and acknowledges that: (i) an investment in the Common Stock is speculative and involves a risk of loss of the entire investment and no assurance can be given of any income from such investment; (ii) the Company has not made and cannot make any representation or warranty as to the future operations or financial condition of the Company; (iii) any estimates of future operating results or financial forecasts of any kind with respect to the Company which may be contained in any documents or information furnished to the Subscriber may not be realized; (iv) that such estimates or forecasts are based on assumptions which may or may not occur; (v) that no assurances can be given that the actual results of Company operations or the financial condition of the Company will conform to such estimates or forecasts and that therefore the Subscriber should not rely thereon; (vi) that the Company is a start up business and it has never shown a profit; (viii) that there is no assurance that the Company's operations will be profitable or will produce a positive cash flow; (ix) that the Company may operate at a loss for the foreseeable future; and (x) there is no public market for, and there are substantial restrictions on the transferability of, the Common Stock and it may not be possible for Subscriber to liquidate the investment readily in case of an emergency;
  - (f) Subscriber has adequate means of providing for all current and foreseeable needs and personal contingencies and has no need for liquidity in this investment;
  - (g) Subscriber maintains a domicile or business at the address shown on the signature page of this Subscription Agreement, at which address Subscriber has subscribed for the Common Stock;
  - (h) Subscriber has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Company. Subscriber has evaluated the risk of investing in the Common Stock, and has determined that the Common Stock are a suitable investment for Subscriber. Subscriber can bear the economic risk of the investment and can afford a complete loss of the investment. In evaluating the suitability of any investment in the Common Stock, Subscriber has not relied upon any representations or other information (whether oral or written) other than independent investigations made by Subscriber or Subscriber's representative(s);
  - (i) The information set forth on signature page of this Agreement is true and accurate. Subscriber understands that the Company will rely on the accuracy and completeness of such information; and
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- (j) Subscriber subscribes for the Common Stock for its own benefit and has no intention to resell or distribute the Common Stock.

6. Survival and Indemnification. All representations, warranties and covenants contained in this Agreement or any other documents executed and delivered in connection therewith and the indemnification contained in this Paragraph 6 shall survive (i) the acceptance of this Subscription Agreement by the Company, (ii) changes in the transactions, documents and instruments described herein, and (iii) the death, disability or dissolution of the Subscriber. The Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants in determining the Subscriber's qualification and suitability to acquire the Common Stock. The Subscriber hereby agrees to indemnify, defend and hold harmless the Company, and its officers, directors, employees, agents and controlling persons, from and against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees and disbursements), judgments or amounts paid in settlement of actions arising out of or resulting from the untruth of any representation herein or the breach of any warranty, covenant or acknowledgment made herein by the Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to it under the Act or any State Securities Laws.

7. Legends. Subscriber acknowledges and agrees that any certificate evidencing the Common Shares will bear substantially the following legend, and/or such other legends as the Company's legal counsel determines are necessary:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT") OR ANY STATE SECURITIES COMMISSION AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

8. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, confirmed electronic mail or facsimile, or overnight air courier guaranteeing next day delivery:

- (a) if to the Company, to it at the following address:

Fits My Style Inc.: 9A Yadin Igal Street, Ra'anana, Israel, 43582

- (b) if to the Subscriber, to the address set forth on the signature page hereto, or at such other address as either party shall have specified by notice in writing to the other.

9. Assignability. This Subscription Agreement is not assignable by the Subscriber, and may not be modified, waived or terminated except by an instrument in writing signed by the party against whom enforcement of such modifications, waiver or termination is sought.

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10. Entire Agreement. This Subscription Agreement, together with the Stockholders Agreement, constitutes the entire agreement of the Subscriber and the Company relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written.

11. Governing Law. This Subscription Agreement shall be governed and controlled as to the validity, enforcement, interpretation, construction and effect and in all other aspects by the substantive laws of the State of New York, without reference to conflicts of laws principles.

12. Severability. If any provision of this Subscription Agreement or the application thereof to any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Subscription Agreement and the application of such provision to other subscriptions or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. Headings. The headings in this Subscription Agreement are inserted for convenience and indemnification only and are not intended to describe, interpret, defined, or limit the scope, extent or intent of this Subscription Agreement or any provision hereof.

14. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

15. Amendment and Modification. This Subscription Agreement may be amended or modified, or any provision hereof may be waived, provided that such amendment or waiver is set forth in writing executed by the Company and the Subscriber. No course of dealing between or among any persons having any interest in this Subscription Agreement will be deemed effective to modify, amend or discharge any part of this Subscription Agreement or any rights or obligations of any person under or by reason of this Subscription Agreement.

16. Miscellaneous. This Subscription Agreement (a) shall be binding upon the Subscriber and the heirs, personal representatives, successors and assigns of Subscriber (provided that this Agreement and the rights and obligations of Subscriber hereunder are not transferable or assignable by Subscriber); and (b) shall be governed, construed and enforced in accordance with the laws of the State of New York without reference to any principles of conflict of laws (except insofar as affected by the state securities or "blue sky" law of the jurisdiction in which the Offering has been made to Subscriber).

[Signature page follows]

---

IN WITNESS WHEREOF, the undersigned Subscriber has executed this Subscription Agreement as of the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2010.

By initialing the appropriate space below, the Subscriber hereby represents that the Subscriber:

\_\_\_\_\_ is a corporation, a business trust, or a partnership, not  
(initials) formed for the specific purpose of acquiring the Units, with  
total assets in excess of \$5,000,000.

\_\_\_\_\_ is a natural person whose individual net worth, or joint net  
(initials) worth with his or her spouse, exceeds \$ 1,000,000.

\_\_\_\_\_ is a natural person who had an individual income in excess  
(initials) of \$200,000 in each of the two most recent years, or joint  
income with his or her spouse 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.

\_\_\_\_\_ is a trust with total assets in excess of \$5,000,000, not  
(initials) formed for the specific purpose of acquiring the Units.

\_\_\_\_\_ is an entity in which all of the equity owners fall within  
(initials) one of the categories set forth above.

\_\_\_\_\_  
Subscriber's Full Legal Name  
(Please Print)

By: \_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Date of Execution by Subscriber

\_\_\_\_\_  
City, State, Country

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**Please Check Appropriate Category:**

- Individual
- Tenants in Common
- Joint tenants with right of survivorship
- As custodian, trustee or agent for:
  
- Other (*e.g.*, corporation, Company, etc.)

AGREED TO AND ACCEPTED BY:

OFFERED AMOUNT:

FITS MY STYLE INC.

By: \_\_\_\_\_  
Name: Nir Bar  
Title: President

Total Purchase Price U.S. \$ \_\_\_\_\_  
\_\_\_\_\_ shares of Common Stock

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**SUBSCRIPTION AGREEMENT**

**SHARES OF COMMON STOCK**

**OF**

**FITS MY STYLE INC.**

Ladies and Gentlemen:

The undersigned (the "Subscriber") understands that Fits My Style Inc., a Nevada corporation (the "Company"), is offering for sale to the Subscriber the number of shares of the Company's Common Stock, value per \$0.001 (the "Common Stock"), set forth below the Subscriber's name on the signature page hereto. The Subscriber acknowledges that it is not acting on the basis of any representations or warranties other than those set forth in this subscription agreement (this "Subscription Agreement") and understands that the offering of the Common Stock (the "Offering") is being made without registration of the Common Stock under the United States Securities Act of 1933, as amended (the "Act"), or any securities, "blue sky" or other similar laws of any foreign or domestic state ("State Securities Laws"), including without limitation, the jurisdiction in which the Subscriber resides.

The Subscriber agrees as follows:

1. Subscription. The Subscriber hereby tenders this subscription and applies for the purchase \_\_\_\_\_ shares of Common Stock at a purchase price of \$0.05 per share for the aggregate purchase price of U.S. \$\_\_\_\_\_ (the "Purchase Price").
2. Payment for Common Stock. Payment of the Purchase Price shall be made simultaneously with the execution and delivery of this Subscription Agreement. Payment shall be made by check payable to the Escrow Agent (as defined below) in New Israeli Shequels based on the representative exchange rate on the date of payment. If this subscription is not accepted by December 15, 2010 or the Offering is terminated by the Company for any reason, all documents, together with the Purchase Price (without interest), will be returned to the Subscriber by the Escrow Agent. If this subscription is accepted by the Company, the Escrow Agent will deliver the Purchase Price to the Company and the Company will deliver a certificate representing the shares of Common Stock purchased by the Subscriber to the Subscriber promptly such acceptance.

Yoel Neeman, Advocate (the "Escrow Agent"), is hereby appointed by the Subscriber and the Company as Escrow Agent for the acceptance of the Purchase Price from Subscriber, and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with the terms and conditions of this Section 2 and instructions given pursuant hereto. Subscriber acknowledges that the Purchase Price is to be held by Escrow Agent in a non interest bearing account.

In performing any of its duties hereunder, or upon the claimed failure to perform hereunder, the Escrow Agent shall not be liable to anyone for any damages, losses, or expenses which they may incur as a result of the Escrow Agent so acting, or failing to act.

Subscriber and the Company hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, costs, liabilities and expenses, including, without limitation, reasonable costs of investigation and counsel fees and disbursements which may be imposed by the Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder.



The Escrow Agent shall not be entitled to any fee in connection with its services hereunder.

The Escrow Agent services hereunder are administrative in nature. The Escrow Agent shall not have any duties hereunder except those specifically set forth herein.

3. Certain Acknowledgments and Agreements of Subscriber. The Subscriber understands and acknowledges and agrees that: (i) the Company has the unconditional right, exercisable in its sole and absolute discretion, to accept or reject this Subscription Agreement, in whole or in part, (ii) the subscription is subject to prior sale, withdrawal, modification, or cancellation of the Offering by the Company, (iii) the subscription shall not be valid unless and until accepted by the Company, (iv) this Subscription Agreement shall be deemed to be accepted by the Company only when it is signed by an authorized officer of the Company on behalf of the Company and (v) notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue shares of Common Stock to the Subscriber if such issuance would constitute a violation of the Act or any State Securities Laws.

4. Representations and Warranties of Company. In order to induce the Subscriber to tender this subscription, the Company hereby represents and warrants to the Subscriber as follows:

- (a) Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.
- (b) Capitalization. The authorized capital of the Company consists of 200,000,000 shares of Common Stock and 20,000,000 or preferred stock. All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and State Securities Laws.
- (c) Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Subscription Agreement, and to issue the Common Stock, has been taken or will be taken prior to the acceptance of this subscription. All action on the part of the officers of the Company necessary for (i) the execution and delivery of the Subscription Agreement, (ii) the performance of all obligations of the Company under the Subscription Agreement, and (iii) the issuance and delivery of the Common Stock has been taken or will be taken prior to acceptance of this subscription. The Subscription Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (y) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (z) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

- (d) Valid Issuance of Common Stock. The shares of Common Stock subject to this subscription, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws and liens or encumbrances created by or imposed by a Subscriber. Assuming the accuracy of the representations in Section 5 of this Agreement and subject to the filings described in Section 4(e) below, the shares of Common Stock subject to this subscription will be issued in compliance with all applicable federal and State Securities Laws.
- (e) Governmental Consents and Filings. Assuming the accuracy of the representations in Section 5 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement.

5. Representations and Warranties of Subscriber. In order to induce the Company to accept this subscription, the Subscriber hereby represents and warrants to the Company as follows:

- (a) Subscriber:
  - (i) is not a U.S. person\* as that term is defined under Regulation S (“Regulation S”) promulgated under the Act;
  - (ii) is outside the United States\* as of the date of the execution and delivery of this Subscription Agreement;
  - (iii) is acquiring the Common Stock for its own account (and/or for the account of other non-U.S. persons\*, who are outside of the United States\*) and not on behalf of any U.S. person, and the sale has not been pre-arranged with a person in the United States;
  - (iv) is not acquiring the Common Stock with the present intention of “distributing” the Common Stock on behalf of the Company or a “distributor”\* as defined in Regulation S, or any of their affiliates, in the United States or to a U.S. person under Regulation S;
  - (v) acknowledges that, in addition to other restraints on transfer set forth in the Stockholders Agreement, the Common Stock may only be resold in accordance with the provisions of Regulation S cannot be sold by it in the United States as part of a “distribution” (as such term is defined in the federal securities laws of the United States);
  - (vi) agrees not to engage in any hedging transaction with regard to the Common Stock; and

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\* “U.S. person”, “United States” and “distributor” defined in Appendix A hereto.

- (vii) is not an officer, director or “affiliate” (as that term is defined in Rule 405 under the Act) of the Company or “underwriter” or “dealer” (as such terms are defined in the federal securities laws of the United States) and the acquisition of the Common Stock by the Subscriber is not a transaction (or any element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the Act.
- (b) SUBSCRIBER HAS RECEIVED, READ CAREFULLY AND UNDERSTANDS THIS AGREEMENT AND ALL EXHIBITS AND APPENDICES HERETO AND HAS HAD AN ADEQUATE OPPORTUNITY TO CONSULT SUBSCRIBER’S OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR SUBSCRIBER;
- (c) The Company has provided the Subscriber and his or her representative, if any, prior to the purchase of any of the Common Stock, with the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the financial data and business of the Company and to obtain any additional information necessary to verify the information relative to the financial data and business of the Company, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be fully satisfactory. The Subscriber is satisfied that he or she has received adequate information concerning all matters which he or she considers material to a decision to purchase the Common Stock;
- (d) Subscriber understands and acknowledges that (i) Subscriber must bear the economic risk of an investment in the Common Stock for an indefinite period of time; (ii) the Common Stock have not been registered under the Securities Act or any State Securities Laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and State Securities Laws for transactions not involving any public offering and, therefore, the Common Stock may not be resold or transferred unless they are subsequently registered under the Securities Act and applicable State Securities Laws or unless an exemption from such registration is available; and (iii) Subscriber is purchasing the Common Stock, and any purchase of the Common Stock will be, for investment purposes only for Subscriber’s account and not with any view toward a distribution thereof;
- (e) Subscriber is aware and acknowledges that: (i) an investment in the Common Stock is speculative and involves a risk of loss of the entire investment and no assurance can be given of any income from such investment; (ii) the Company has not made and cannot make any representation or warranty as to the future operations or financial condition of the Company; (iii) any estimates of future operating results or financial forecasts of any kind with respect to the Company which may be contained in any documents or information furnished to the Subscriber may not be realized; (iv) that such estimates or forecasts are based on assumptions which may or may not occur; (v) that no assurances can be given that the actual results of Company operations or the financial condition of the Company will conform to such estimates or forecasts and that therefore the Subscriber should not rely thereon; (vi) that the Company is a start up business and it has never shown a profit; (viii) that there is no assurance that the Company’s operations will be profitable or will produce a positive cash flow; (ix) that the Company may operate at a loss for the foreseeable future; and (x) there is no public market for, and there are substantial restrictions on the transferability of, the Common Stock and it may not be possible for Subscriber to liquidate the investment readily in case of an emergency;

- (f) Subscriber has adequate means of providing for all current and foreseeable needs and personal contingencies and has no need for liquidity in this investment;
- (g) Subscriber maintains a domicile or business at the address shown on the signature page of this Subscription Agreement, at which address Subscriber has subscribed for the Common Stock; and
- (h) Subscriber has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Company. Subscriber has evaluated the risk of investing in the Common Stock, and has determined that the Common Stock are a suitable investment for Subscriber. Subscriber can bear the economic risk of the investment and can afford a complete loss of the investment. In evaluating the suitability of any investment in the Common Stock, Subscriber has not relied upon any representations or other information (whether oral or written) other than independent investigations made by Subscriber or Subscriber's representative(s).

6. Survival and Indemnification. All representations, warranties and covenants contained in this Agreement or any other documents executed and delivered in connection therewith and the indemnification contained in this Paragraph 6 shall survive (i) the acceptance of this Subscription Agreement by the Company, (ii) changes in the transactions, documents and instruments described herein, and (iii) the death, disability or dissolution of the Subscriber. The Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants in determining the Subscriber's qualification and suitability to acquire the Common Stock. The Subscriber hereby agrees to indemnify, defend and hold harmless the Company, and its officers, directors, employees, agents and controlling persons, from and against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees and disbursements), judgments or amounts paid in settlement of actions arising out of or resulting from the untruth of any representation herein or the breach of any warranty, covenant or acknowledgment made herein by the Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to it under the Act or any State Securities Laws.

7. Legends. Subscriber acknowledges and agrees that any certificate evidencing the Common Shares will bear substantially the following legend, and/or such other legends as the Company's legal counsel determines are necessary:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT; (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT; OR (C) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THE COMMON STOCK OF THE ISSUER MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

8. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, confirmed electronic mail or facsimile, or overnight air courier guaranteeing next day delivery:

- (a) if to the Company, to it at the following address:
- (b) if to the Subscriber, to the address set forth on the signature page hereto, or at such other address as either party shall have specified by notice in writing to the other.

9. Assignability. This Subscription Agreement is not assignable by the Subscriber, and may not be modified, waived or terminated except by an instrument in writing signed by the party against whom enforcement of such modifications, waiver or termination is sought.

10. Entire Agreement. This Subscription Agreement, together with the Stockholders Agreement, constitutes the entire agreement of the Subscriber and the Company relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written.

11. Governing Law. This Subscription Agreement shall be governed and controlled as to the validity, enforcement, interpretation, construction and effect and in all other aspects by the substantive laws of the State of New York, without reference to conflicts of laws principles.

12. Waiver of Jury Trial. **THE PARTIES HERETO EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM BROUGHT THEREIN.**

13. Resolution of Disputes.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally and exclusively resolved by an arbitration tribunal (the "Tribunal") in accordance with the Arbitration Rules of the American Arbitration Association ("AAA") as at present in force. **THE DECISION OF THE TRIBUNAL SHALL BE FINAL AND BINDING UPON THE PARTIES HERETO.**

(b) The arbitration shall take place in New York City, the State of New York and shall be conducted in the English language. The parties hereby submit themselves to the exclusive jurisdiction of the arbitration tribunal in the City of New York, the State of New York, the State of New York under the auspices of AAA. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by the Principals, collectively, one to be appointed by Born Talent and a third by the two arbitrators so selected.

(c) During the period when a dispute is being resolved, except for the matter being disputed, the parties shall in all other respects continue to abide by the terms of this Agreement.

14. Severability. If any provision of this Subscription Agreement or the application thereof to any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Subscription Agreement and the application of such provision to other subscriptions or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Headings. The headings in this Subscription Agreement are inserted for convenience and indemnification only and are not intended to describe, interpret, defined, or limit the scope, extent or intent of this Subscription Agreement or any provision hereof.

16. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

17. Amendment and Modification. This Subscription Agreement may be amended or modified, or any provision hereof may be waived, provided that such amendment or waiver is set forth in writing executed by the Company and the Subscriber. No course of dealing between or among any persons having any interest in this Subscription Agreement will be deemed effective to modify, amend or discharge any part of this Subscription Agreement or any rights or obligations of any person under or by reason of this Subscription Agreement.

18. Miscellaneous. This Subscription Agreement (a) shall be binding upon the Subscriber and the heirs, personal representatives, successors and assigns of Subscriber (provided that this Agreement and the rights and obligations of Subscriber hereunder are not transferable or assignable by Subscriber); and (b) shall be governed, construed and enforced in accordance with the laws of the State of New York without reference to any principles of conflict of laws (except insofar as affected by the state securities or "blue sky" law of the jurisdiction in which the Offering has been made to Subscriber).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Subscriber has executed this Subscription Agreement as of the date specified below.

\_\_\_\_\_  
Subscriber's Full Legal Name (Please Print)

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Date of Execution by Subscriber

\_\_\_\_\_  
City, State, Country

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**Please Check Appropriate Category:**

- Individual
- Tenants in Common
- Joint tenants with right of survivorship
- As custodian, trustee or agent for:
  
- Other (*e.g.*, corporation, Company, etc.)

AGREED TO AND ACCEPTED BY:

OFFERED AMOUNT:

FITS MY STYLE INC.

By: \_\_\_\_\_  
Name: Nir Bar  
Title: President

Total Purchase Price U.S. \$ \_\_\_\_\_  
\_\_\_\_\_ shares of Common Stock

AGREED TO ACCEPTED BY THE ESCROW  
AGENT (ONLY WITH RESPECT TO SECTION 2):

\_\_\_\_\_  
Yoel Neeman, Advocate

## APPENDIX A

Pursuant to Rule 902(d), (k) and (l) of Regulation S, the terms “distributor,” “U.S. person” and “United States” are defined as follows:

- (a) Distributor. “Distributor” means any underwriter, dealer, or other person who participates pursuant to a contractual arrangement, in the distribution of the securities offered or sold in reliance on Regulation S.
  - (b) U.S. Person.
    - (A) “U.S. person” means:
      - (i) Any natural person resident in the United States;
      - (ii) Any partnership or corporation organized or incorporated under the laws of the United States;
      - (iii) An estate of which any executor or administrator is a U.S. person;
      - (iv) Any trust of which any trustee is a U.S. person;
      - (v) Any agency or branch of a foreign entity located in the United States;
      - (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; and
      - (vii) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States; and
      - (viii) Any partnership or corporation if: (1) organized or incorporated under the laws of any foreign jurisdiction; and (2) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act of 1933, unless it is organized or incorporated and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estate or trusts.
    - (B) Notwithstanding paragraph (k)(1) of Rule 902, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a “U.S. person”.
    - (C) Notwithstanding paragraph (k)(1) of Rule 902, any estate of which any professional fiduciary acting as executor or administrator is a U.S. person shall not be deemed a U.S. person if:
-



- (i) An executor or administrator or the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estates; and
    - (ii) The estate is governed by foreign law.
  - (D) Notwithstanding paragraph (k)(1) of Rule 902, any trust of which any professional fiduciary acting as trustee is a U.S. person shall not be deemed a U.S. person if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person.
  - (E) Notwithstanding paragraph (k)(1) of Rule 902, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. person.
  - (F) Notwithstanding paragraph (o)(1) of Rule 902, any agency or branch of a U.S. person located outside the United States shall not be deemed a “U.S. person” if:
    - (i) The agency or branch operates for valid business reasons; and
    - (ii) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.
  - (G) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed “U.S. persons”.
  - (c) United States. “United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.
-



David Lubin & Associates, PLLC  
10 Union Avenue, Suite 5  
Lynbrook, NY 11563  
Telephone: (516) 887-8200  
Facsimile: 516-887-8250  
[david@dlubinassociates.com](mailto:david@dlubinassociates.com)

June 13, 2011

Fits My Style Inc.  
9A Yadin Igal St  
Ra'anana, Israel 43582

Re: Registration Statement on Form S-1

Gentlemen:

We have acted as counsel to Fits My Style Inc. (the "Company") in connection with its filing with the Securities and Exchange Commission of a Registration Statement on Form S-1 (the "Registration Statement"), pursuant to the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to the proposed resale of up to 786,000 shares of outstanding common stock (the "Shares") held by selling security holders.

In connection therewith, we have examined and relied, upon original, certified, conformed, photostat or other copies of (a) the Articles of Incorporation and Bylaws of the Company; (b) resolutions of the Board of Directors of the Company; (c) the Registration Statement and the exhibits thereto; and (d) such corporate records of the Company, certificates of public officials, certificates of officers of the Company and other documents, agreements and instruments as we have deemed necessary as to matters of fact and have made such examination of laws as we have deemed relevant as a basis for the opinions herein contained. In all such examinations, we have assumed the genuineness of all signatures on original documents, and the conformity to originals or certified documents of all copies submitted to us as conformed, photostat or other copies.

Based on our examination mentioned above, we are of the opinion that the Shares are legally and validly issued, fully paid and non-assessable.

This opinion letter is opining upon and is limited to the federal securities laws of the United States, New York and Nevada law, including the statutory provisions, all applicable provisions of the Nevada Constitution and reported judicial decisions interpreting those laws. We express no opinion with respect to the effect or applicability of the laws of any other jurisdiction.

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We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving such consent, we do not thereby admit that we are included within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations promulgated thereunder.

Sincerely,

/s/ David Lubin & Associates, PLLC

DAVID LUBIN & ASSOCIATES, PLLC



## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Intellectual Property Assignment Agreement (this "**Assignment**"), dated as of August 15<sup>th</sup>, 20107, by and between Mr. Nir Bar, Israeli I.D. number 029437795 (the "**Assignor**") and to the benefit of Fits My Style Inc., a corporation registered under the laws of the State of Nevada (the "**Assignee**").

Now therefore, the parties hereto have agreed as follows:

1. Confirmation & Assignment. The Assignor hereby confirms and covenants that any and all developments, discoveries, techniques, inventions and improvements, methods, know-how, processes, formulae, data, data bases, computer programs, computer code, source code, software, hardware, patents, patent applications and all patentable materials, models, designs (whether registered or not), copyrights and all copyrightable materials, trade secrets, trademarks, trade names, proprietary information, concepts and ideas pertaining to the products and services of "Fits My Style," and all documentation related therewith, that it has made, developed, discovered, invented, conceived or created, either solely or jointly with others, prior to the date of this Assignment (all of the above, the "**IP**"), were made for and on behalf of the Company and are the sole property of the Company; and, to the extent required, the Assignor hereby assigns and transfers to Company, its successors, assigns or nominees, all of its rights, titles and interests in and to the IP, including without limitation in and to all intellectual property rights associated therewith (such as patents, copyrights, mask work rights, etc.) and all other present and future rights in relation thereto and/or arising therefrom (all of the above, including the IP, hereinafter: "**IP Rights**"), it being clarified that such assignment includes all rights to sue for and receive remedies against past, present and future infringements of any and all of the foregoing rights.
  2. The Assignor covenants and agrees to assist the Assignee and its assigns in every proper and reasonable way to secure the Assignee rights in the IP Rights in any and all jurisdictions and, to the extent required, to effect the assignment and transfer to the Assignee of the IP Rights, including without limitation the disclosure to the Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assurances, assignments and all other instruments which the Assignee shall deem necessary or expedient in order to apply for and obtain any copyrights, patents, mask work rights and all other intellectual property rights relating thereto and to effect the assignment.
  3. Issuance of Shares. In consideration for the assignment of the IP Rights to the Assignee, the Assignee hereby agrees to issue to the Assignor 490,000 shares of common stock, par value \$0.001 per share of the Assignee.
  4. Delivery of Documents. The Assignor confirms that it has delivered to the Assignee any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items that were in its possession in relation to the IP Rights.
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5. Representations and Undertakings of the Assignor. The Assignor hereby confirms, acknowledges, covenants, represents and warrants that:
- 5.1. It has developed the IP without utilizing proprietary rights or information of any third party and without conflicting with or infringing the rights of any third party. It exclusively owns all rights, titles and interests in and to the IP free and clear of any liens, encumbrances, pledges, charges, security interests or, to the best of its knowledge, any other third party rights of any kind or nature whatsoever by virtue of the use of the IP Rights. It has full and sole ownership to the IP and IP Rights. It has full power and authority to make the assignment of the IP to the Assignee as contemplated hereunder.
  - 5.2. It has no knowledge of any suit or threatened suit against it or any third party alleging infringement of any intellectual property rights of any third party by virtue of the use of the IP.
  - 5.3. It has no rights or claims whatsoever in or with respect to the IP and/or the IP Rights, and that said IP and IP Rights shall be solely the property of the Assignee.
  - 5.4. It has not granted, and it has no knowledge of any, options, licenses, rights or agreements of any kind relating to the IP Rights.
  - 5.5. It undertakes to keep in full and absolute confidence all information, written or oral, comprising the IP Rights and pertaining thereto, and shall not use such information or any part thereof, directly or indirectly, in whole or in part, for any purpose whatsoever, other than for the benefit of the Assignee.
  - 5.6. It hereby irrevocably appoints the Assignee, its successors and assigns or other legal representatives, as its true and lawful attorneys to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to in order to give effect to the intentions of the parties hereof.
  - 5.7. It is entitled to assign to the Assignee all its rights, titles and interests in and to the IP Rights and any other rights related thereto.
6. No Claims. The Assignor hereby confirms and undertakes that it does not have at present and will not have in the future, any claims and/or demands against the Company with respect to the IP and/or the IP Rights.
7. General Provisions.
- 7.1. Governing Law. This Agreement shall be exclusively governed by the laws of the State of New York (without regard to the principles of conflict of laws thereof).
  - 7.2. Successors and Assigns. This Agreement will be binding upon the Assignor's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
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**IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first above written.**

By:/s/ Nir Bar

**Nir Bar**

By:/s/ Guy Turnowsky

**Guy Turnowsky**

Member of the Board – Fits My Style Inc.

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## WEB SITE DESIGN CONSULTATION AGREEMENT

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This Web Site Design Consultation Agreement (the "Agreement") is made and effective January 1, 2011,

**BETWEEN:** **beIT Visual Communications LTD** (the "Consultant"), a corporation organized and existing under the laws of the State of Israel

**AND:** **Fits My Style Inc.** (the "Customer"), a corporation organized and existing under the laws of the Nevada

### RECITALS

- A. Customer desires to receive the services of Consultant, acting as an independent contractor and not as an employee, joint venture, partner or any other legal relationship, to perform certain services in connection with the development of the Customer's web site.
- B. For good and valuable consideration, including the mutual agreements and covenants contained in this Agreement, the Consultant and the Customer hereby agree to the following terms, covenants and conditions:

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

### 1. SERVICES TO BE PROVIDED BY CONSULTANT

#### 1.1. Appointment

Customer hereby appoints and retains the services of the Consultant, and Consultant accepts such appointment, to perform the services described in Exhibit "A" attached hereto and made a part hereof, in connection with the design and development of the Customer's web site (the "Services"). This Agreement shall only cover the specific services described in Exhibit "A" and shall not include any other services that may be performed or provided by the Consultant. Any services beyond those described in Exhibit "A" shall be subject to separate agreement between the parties and a separate schedule of compensation to be paid by Customer for such services. Notwithstanding the above, the parties by written agreement between them may expand the scope of services to be performed subject to this Agreement.

#### 1.2. Reasonable Diligence

Consultant shall use reasonable diligence to promptly perform the Services described herein and to meet any delivery dates or project deadlines agreed to by the parties and to provide Services that are in compliance with agreed specifications and project parameters. All Services shall be provided in a professional and workmanlike manner and in compliance with standard industry standards and by qualified and experienced personnel secured by the Consultant.

### **1.3. Work Progress**

Consultant shall continually communicate with the Customer regarding progress made by the Consultant in performing the Services.

### **1.4. Commitment**

Consultant represents and warrants that it has no current commitments or obligations that will conflict with or otherwise interfere with or impede the performance of the services called for under this Agreement.

## **2. SCHEDULE OF COMPENSATION**

Customer shall compensate the Consultant at the rates set forth in the Compensation Schedule attached hereto as Exhibit "B" or as agreed between the parties in any written amendment hereto. Consultant shall provide Customer with monthly invoices for services rendered for the preceding month. All such invoices shall be due and payable within 14 days after receipt thereof by the Customer. Consultant shall be responsible for any and all expenses or costs incurred by Consultant in the performance of the Services and which are not specifically identified in Exhibit "B" attached hereto.

## **3. OWNERSHIP AND USE OF PROPRIETARY PROPERTY**

### **3.1. Proprietary rights acknowledgment**

Consultant expressly acknowledges and agrees that any and all proprietary materials created by Consultant in the scope of providing the Services shall be created as "works made for hire" as defined in the US Copyright Act and that Customer shall be the true and lawful sole and exclusive owner of all copyrights and other proprietary rights in and to such items and shall be considered to be the sole and exclusive author of such materials within the meaning of the US Copyright Act. These items shall include, but shall not necessarily be limited to any and all deliverables resulting from the Consultant's Services under this Agreement, all tangible results and proceeds of the Consultant's Services, work in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, solutions, (collectively referred to as "Proprietary Products") conceived, made or discovered by Consultant, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the Services.

Furthermore, Consultant agrees to execute any and all documents and take all other actions necessary to vest full rights and ownership of such Proprietary Products and the copyrights, patents, or other proprietary rights therefore in the Customer, including but not limited to executing confirmations of the work for hire status of the Consultant, executing copyright assignments irrevocably and fully assigning all copyrights to the Customer. Consultant hereby waives any other rights in and to such Proprietary Products that may attach or arise under any federal, state, local, international laws or the laws of any other country or jurisdiction, including but not limited to so-called "moral rights."

### **3.2. Previously Created Work**

In the event that Consultant intends or plans to integrate any work that was previously created by the Consultant into any work product to be created in furtherance of the performance of Services hereunder, the Consultant shall first provide written notice to the Customer and seek customer's written approval of the incorporation of such items. In the event that Customer consents, in its reasonable discretion, to the incorporation of such items into the work product to be created for the Customer, the Customer is hereby granted a worldwide, royalty free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product that is developed for the Customer.

## 4. CONFIDENTIAL INFORMATION

### 4.1. Nondisclosure

Consultant will not, during or subsequent to the term of this Agreement, use Customer's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Customer or disclose Customer's Confidential Information to any third party, without the advanced written authorization of Customer. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, limiting access to such information to individuals within its organization that have a bona fide need to know of such information, having each employee of Consultant, if any, with access to any Confidential Information execute a nondisclosure agreement containing provisions and restrictions substantially similar to those contained in this Agreement.

### 4.2. Advertising

Consultant shall not be permitted to make any press releases or disclose to any other party, in any marketing or advertising material or any other means of communication, the existence of the relationship between Customer and Consultant or the existence or any terms of conditions of this Agreement.

### 4.3. Definitions

For purposes of this Agreement, the term "Confidential Information" means and includes, any and all proprietary information of any nature or kind, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Customer either directly or indirectly in writing or orally. Confidential Information does not include information which (i) is known to Consultant at the time of disclosure to Consultant by Customer as evidenced by written records of Consultant, (ii) has become publicly known and made generally available through no wrongful act of Consultant or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

### 4.4. Return of Confidential Information

Upon the termination or expiration of this Agreement, or upon Customer's earlier request, Consultant will deliver to Customer all of Customer's property or Confidential Information in tangible form that Consultant may have in Consultant's possession or control.

### 4.5. Breach of Confidentiality is a Breach of this Agreement

Consultant agrees that it would be impossible ascertain Customer's damages from any breach of the covenants set forth in this Article IV. As such, Consultant agrees that if Consultant breaches any provision of this Article IV, Customer may chose, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach. Consultant further agrees that no bond or other security shall be required in obtaining such equitable relief and Consultant hereby consents to the issuances of such injunction and to the ordering of such specific performance.

## 5. TERM AND TERMINATION

This Agreement shall continue to be in effect until the earlier of: (i) the completion of the Scope of Work and (ii) January 31, 2012. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, by providing 45 days' written notice to the other party to this effect.

Upon the effective date of any termination of this Agreement or expiration thereof, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Customer shall remain obligated to pay any balance due to the Consultant for services provided hereunder until the date of termination or expiration; (ii) the Confidentiality Restrictions, Ownership of Proprietary Rights Provisions, and Independent Contractor provisions of this Agreement shall continue to apply and shall survive the termination or expiration of this Agreement as ongoing covenants between the parties; (iii) Consultant shall have the continuing obligation to return to the Customer all tangible and intangible property of the customer and all versions of any Proprietary Products of the customer or developed for the Customer during the effectiveness of this Agreement; and (iv) Consultant shall have the ongoing duty and obligation to confirm in writing and take all reasonable steps to secure proprietary right in the Proprietary Products developed pursuant to this Agreement in the name and exclusive ownership of the Customer.

## **6. NOTICES**

Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall be deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by US or Israel Mail, Certified Mail, Return Receipt Requested and shall be deemed to have been delivered 14 business days after the date of mailing. Email addresses for such notices shall be:

If To Consultant:	nir@beit.co.il
If To Customer:	info@fitsmystyle.com

## **7. ASSIGNMENT**

The Services to be performed by Consultant hereunder are personal in nature, and Customer has engaged Consultant as a result of Consultant's unique expertise relating to such Services. Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned, transferred or delegated by Consultant without the express written consent of Customer which consent may be withheld in the discretion of the Customer. Customer may assign or transfer this Agreement to any third party without the need to obtain Consultant's consent for such assignment or transfer.

## **8. INDEPENDENT CONTRACTOR STATUS**

The parties agree that Consultant shall be an independent contractor and not an agent, employee or representative of Customer. Customer shall have no right to direct or control the details of the Consultant's work. Consultant shall not receive any fringe benefits or other perquisites that the Customer may provide to its employees and Consultant agrees to be responsible for its own business overhead and costs of doing business and to furnish (or reimburse Customer for) all tools and materials necessary to accomplish the services required of the Consultant pursuant to this Agreement, and shall incur all expenses associated with performance, except as expressly provided in Exhibits or amendments to this Agreement. Consultant shall be responsible for paying all taxes on payments received pursuant to this Agreement and that Customer shall have no obligation to withhold taxes from service fees payable to the Consultant hereunder. Consultant hereby indemnifies and holds the customer harmless any obligation that may be imposed on Customer (i) to pay in withholding taxes or similar items or (ii) resulting from Consultant's being determined not to be an independent contractor.

## **9. INDEMNIFICATION**

Consultant will indemnify Customer and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney's fees and costs of suit, arising out of or in connection with, any violation or claimed violation of a third party's rights resulting in whole or in part from Customer's use of the work product of Consultant under this Agreement; provided, that the total liability of Consultant hereunder shall not, under any circumstances whatsoever, exceed the actual compensation received by it hereunder.

**10. GOVERNIG LAW**

In interpreting the terms of this Agreement, the parties agree that the laws of the State of Israel shall be applicable (without giving effect to the applicable conflict of laws rules thereof). All suits permitted to be brought in any court shall be in Tel Aviv Israel.

**11. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

*[signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

CONSULTANT

CUSTOMER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Nir Bar  
Print Name and Title

Guy Turnowsky, Director  
Print Name and Title

**EXHIBIT "A"**  
**SCHEDULE OF CONSULTING SERVICES**

The Consultant is hired in this Agreement to supply the Customers with Considerations Report regarding the development of a web site including, but not limited to, list of recommended technologies, design considerations, general specifications, development roadmap and an estimate cost and timeline for the development of the production / commercial website ("Commercial Website").

The Consultant will supply the Customer with a "Proof of Concept" web site ("PoC Website") that will include very limited capabilities from those that are expected to be available in the Commercial Website. The PoC Website may or may not resemble in its design nor should it include elements that would probably be used in the Commercial Website.

**Commencement of work date** – January 1, 2011.

<b>Phase</b>	<b>Description</b>	<b>Estimated Duration</b>
<b>Technology to use</b>	Thorough research of currently available technologies that best match The Customers' needs. This phase results in constructive decisions of which technology/technologies should to be used in any aspects of the production website	6 work weeks
<b>PoC Website Specifications</b>	Producing development specifications and design brief for the development of the PoC Website	4 work weeks
<b>User Interface and Graphic Design</b>	Design of the PoC Website user interface and experience	4 work weeks
<b>Initial Development</b>	Development of the PoC Website	20 work weeks
<b>Alpha release and Debugging Report</b>	Release of an Alpha version of the PoC Website for evaluation and debugging purposes. Preparing the Debugging Report	4 work weeks
<b>Debugging based alterations</b>	PoC Website Debugging Report review (by both Customer and Consultant) in order to decide which bugs should be fixed. Implementing those decisions before the PoC Website is released.	8 work weeks
<b>Public Release</b>	Uploading the PoC Website to a production server and performing pre-release checks. Releasing the PoC Website to the public.	2 work weeks
<b>Considerations Report</b>	Finalizing the Considerations Report	4 work weeks

**EXHIBIT "B"**  
**COMPENSATION TO BE PAID TO CONSULTANT**

The compensation to be paid for the Consultant by Customer for supplying the Services described in the Agreement is listed and scheduled in the following table. The schedule listed correlates to the consulting Services phases as they are described in Exhibit A of this agreement. Each payment should be received in full prior the Consultant performs any activity related to the specific phase. Any delay or failure in transfer of the compensation fees for Consultant may result in changes to the consulting Services schedule described in Exhibit A.

<b>Phase</b>	<b>Compensation</b>	<b>Notes</b>
<b>Technology to use</b>	\$3,000 US	
<b>PoC Website Specifications</b>	\$0 US	
<b>User Interface and Graphic Design</b>	\$2,000 US	
<b>Initial Development</b>	\$3,000 US	
<b>Alpha release and Debugging Report</b>	\$1,000 US	
<b>Debugging based alterations</b>	\$0 US	
<b>Public Release</b>	\$1,000 US	
<b>Considerations Report</b>	\$0 US	
<b>Total:</b>	<b><u>\$10,000 US</u></b>	







# BERMAN & COMPANY, P.A.

Certified Public Accountants and Consultants

## Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated May 31, 2011 on the financial statements of Fits My Style, Inc. as of March 31, 2011, and the related statements of operations, stockholders' equity and cash flows for the period from July 26, 2010 (inception) to March 31, 2011, included herein on the registration statement of Fits My Style, Inc. on Form S-1, and to the reference to our firm under the heading "Experts" in the prospectus.

Berman & Company, P.A.  
Certified Public Accountants

*Berman & Company, P.A.*

Boca Raton, Florida  
June 14, 2011

551 NW 77th Street Suite 201 • Boca Raton, FL 33487  
Phone: (561) 864-4444 • Fax: (561) 892-3715  
www.bermancpas.com • info@bermancpas.com  
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