

19 April 2024

2024 Annual and Extraordinary General Meeting of Shekel Brainweigh Ltd

Global weighing technology firm Shekel Brainweigh Ltd (ASX: SBW) (**SBW or the Company**) advises that, in accordance with Listing Rule 3.17, a copy of the following documents are attached:

1. Notice of Annual and Extraordinary General Meeting.
2. Share Incentive Plan; and
3. Sample Proxy Form.

This announcement has been approved for release by the Company Secretary.

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About Shekel Brainweigh (“Shekel” or “the Company”)

Shekel is a global leader in developing scale and weighing technology.

The company provides weighing solutions to the highly regulated retail and healthcare markets via global giants such as G.E Healthcare, Toshiba, Fujitsu, Diebold Nixdorf and others.

Utilising its experience in weighing technology, Shekel has established its Retail Innovation suite of products, which is aimed at meeting the challenges that traditional retailers face today, such as store automation, operational efficiency including overstock and under-stock inventory issues and enhancing the consumer experience.

The Retail Innovation suite of products are sold in a model of one time unit sale and an on-going SAAS (Software as Service) fee.

Shekel’s patented combination of weighing technology with Artificial Intelligence (AI) has led to the development of its “Product Aware Technology”.

Shekel is committed to continuing to innovate and expand into global markets.

To learn more about Shekel Brainweigh, visit www.shekelbrainweigh.com

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Shekel Brainweigh Ltd

Notice of 2024 Annual and Extraordinary General Meeting Explanatory Statement | Proxy Form

Wednesday, 22 May 2024

5:00PM AEST

Address

MinterEllison
Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000

and online

register at:

https://us02web.zoom.us/webinar/register/WN_HYg8wx9CSiGHmycKd0d9HA

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

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Venue and Voting Information

The Annual and Extraordinary General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 5:00pm AEST on Wednesday, 22 May 2024 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

https://us02web.zoom.us/webinar/register/WN_HYg8wx9CSiGHmycKd0d9HA

Your vote is important

The business of the Annual and Extraordinary General Meeting affects your shareholding and your vote is important.

Voting in person

To vote in person, attend the Annual and Extraordinary General Meeting in person or virtually on the date set out above.

Voting by proxy

To vote by proxy, please use one of the following methods:

Online	Proxy instructions can be submitted electronically to the Company's share registrar by visiting www.investorvote.com.au and using the 6-digit control number on the proxy form and entering your SRN/HIN and post code and Intermediary Online subscribers only (custodians) should visit intermediaryonline.com
By post	Computershare Investor Services Pty Limited, GPO Box 242 Melbourne, Victoria 3001 Australia
By fax	1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia).

Your Proxy Form must be received not later than 48 hours before the commencement of the Meeting. **Proxy Forms received later than this time will be invalid.**

The Chairman intends to vote all undirected proxies in favour of all resolutions.

Voting and asking questions during the Meeting when attending the Meeting online

To vote and ask written questions online during the Meeting, you can log in by entering the following URL www.meetnow.global/MF4F6Q7 on your computer, tablet or smartphone. Online registration will open 30 minutes before the Meeting.

To make the registration process quicker, please have your SRN/HIN and registered postcode or country code ready. Proxyholders will need to contact the call centre before the Meeting to obtain their login details.

To vote in the Meeting online follow the instructions below.

1. Click on 'Join Meeting Now'.
2. Enter your SRN/HIN. Proxyholders will need to contact Computershare on +61 3 9415 4024 one hour prior to the Meeting to obtain their login details.
3. Enter your postcode registered to your holding if you are an Australian securityholder. If you are an overseas securityholder select the country of your registered holding from the drop-down list.
4. Accept the Terms and Conditions and 'Click Continue'.

You can cast votes and ask questions at the appropriate times while the Meeting is in progress.

For full details on how to log on and vote online at the Meeting, please refer to the user guide www.computershare.com.au/onlinevotingguide

Verbal questions can be asked during the Meeting through the Zoom webinar function.

Power of attorney

If the Proxy Form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the Proxy Form, unless the power of attorney has already provided it to the Company's Share Registry.

Corporate representatives

If a representative of a corporate Shareholder or a corporate proxy will be attending the Meeting, the representative should bring to the Meeting adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

Review rights of an interested party

One or more Shareholders holding Shares in an amount constituting five percent or more of the total voting rights in the Company (currently equating to a holding of 10,539,287 Shares or more), as well as whoever holds such percentage of the total voting rights not held by a "Controlling Shareholder" in the Company ("**Controlling Shareholder**" is any Shareholder that has the ability to direct the Company's activities (other than by means of being a director or office holder of the Company); a person is presumed to be a Controlling Shareholder if he or she holds or controls, by himself or together with others, one half or more of any one of the "means of control" of a company; for this purpose, a shareholder who holds 25% or more of the voting rights in the company if no other shareholder holds more than 50% of the voting rights in the company, is also presumed to be a controlling shareholder. "**Means of control**" is defined as any one of the following: (i) the right to vote at a general meeting of a company, or (ii) the right to appoint directors of a company or its chief executive officer. For the purpose of holding in the context of a transaction with an interested party, two or more holders of voting rights in the Company, each of whom has a personal interest in approving the transaction brought for the approval of the Company, shall be regarded as "holding together"), is entitled to review, by himself or through an agent acting on his behalf, following the convening of the Annual and Extraordinary General Meeting in the registered office of the Company and during normal business hours, the voting proxies and voting records received by the Company.

Shareholders wishing to express their position on an agenda item for the Meeting may do so by submitting a written statement (a "**Position Statement**") to Shekel Brainweigh Ltd, c/o Acclime Corporate Services, Level 7, 330 Collins Street, Melbourne, VIC 3000. Any Position Statement received will be made available to the public on the Company's website and by way of an ASX announcement. Position Statements should be submitted to the Company no later than Wednesday, 15 May 2024. A Shareholder is entitled to contact the Company directly and receive the text of the Proxy Form and any Position Statement.

Quorum

Two or more Shareholders, present in person or by proxy and holding Shares conferring in the aggregate at least 25% of the voting power of the Company, shall constitute a quorum for the Meeting. If within half an hour from the time the Meeting is convened a quorum is not present, the Meeting shall stand adjourned to Wednesday, 29 May 2024, at the same time and place. If a quorum is not present at the second meeting within half an hour from the time appointed for such meeting, any present Shareholders personally or by proxy shall be deemed a quorum, and shall be entitled to deliberate and to resolve in respect of the matters for which the Meeting was convened.

Notice of Annual and Extraordinary General Meeting

Notice is hereby given that an Annual and Extraordinary General Meeting of Shareholders of Shekel Brainweigh Ltd ARBN 625 669 445 will be held at 5:00pm AEST on Wednesday, 22 May 2024 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

https://us02web.zoom.us/webinar/register/WN_HYg8wx9CSiGHmycKd0d9HA (the **Meeting**).

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Annual and Extraordinary General Meeting. The Explanatory Statement and the Proxy Form forms part of this Notice of Meeting.

The Directors have determined pursuant to the Israeli Companies Regulations (Relief for Public Companies Traded on Stock Markets Outside of Israel), 5760–2000 that the persons eligible to vote at the Annual and Extraordinary General Meeting are those who are registered Shareholders at 5:00pm AEST on Friday, 19 April 2024.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

Agenda

Ordinary Business

Financial statements and reports

“To receive and to consider the Annual Financial Report of the Company for the financial year ended 31 December 2023 together with the declaration of the Directors, the Directors’ Report, and the Auditor’s Report for that financial year.”

Note: This item of ordinary business is **for discussion only and is not a resolution**.

Shareholders will be given a reasonable opportunity at the Meeting to ask questions about, or make comments in relation to, each of the aforementioned reports during consideration of these items.

Resolutions

1. Resolution 1 – Election of Mr Sagi Cohen as an executive Director

To consider and, if thought fit, to pass the following resolution by Simple Majority:

“That Mr Cohen, who will also serve as Chairman of the Board and Chief Executive Officer of the Company, be elected as an executive director of the Company effective 1 June 2024 and until the third Annual General Meeting of the Company.”

2. Resolution 2 – Approval of the appointment of Mr Sagi Cohen in a combined role of Chairman of the Board and Chief Executive Officer of the Company

To consider and, if thought fit, to pass the following resolution by Special Majority:

"That Mr Cohen, subject to his appointment as a director of the Company, will act in a combined role of Chairman of the Board and Chief Executive Officer of the Company, pursuant to Section 121(c) of the Companies Law for a period of up to three years effective from 1 June 2024."

The approval of this Resolution 2 requires the affirmative vote of a Special Majority (as defined in the Glossary to this Notice of Meeting).

3. Resolution 3 - Approval of the Terms of Compensation for Mr Sagi Cohen

To consider and, if thought fit, to pass the following resolution by Special Majority:

"To approve the Terms of Compensation of Mr Cohen, as set forth in the Explanatory Statement, effective from 1 June 2024, in accordance with Sections 270(b) and 272(c1) of the Companies Law."

The approval of this Resolution 3 requires the affirmative vote of a Special Majority (as defined in the Glossary to this Notice of Meeting).

4. Resolution 4 – Re-election of Mr Isaac Raviv as an external Director

To consider and, if thought fit, to pass the following resolution by Special Majority:

"That Mr Isaac Raviv, a Director who retires by rotation in accordance with ASX Listing Rule 14.4, and being eligible offers himself for re-election as a Director of the Company, shall be re-elected as a non-executive director of the Company for an additional three-year term as an external director of the Company, in accordance with Section 245 of the Companies Law and Article 46.2 of the Company's Articles of Association, effective immediately."

The approval of this Resolution 4 requires the affirmative vote of a Special Majority (as defined in the Glossary to this Notice of Meeting).

5. Resolution 5 – Re-election of Mr Shlomo Anikser as a Director

To consider and, if thought fit, to pass the following resolution by Simple Majority:

"That Mr Shlomo Anikser, a Director who retires by rotation in accordance with the Company's Articles of Association and ASX Listing Rule 14.4, and being eligible offers himself for re-election as a Director of the Company, shall be elected as a non-executive director of the Company effective immediately."

6. Resolution 6 – Re-election of Mrs Tzipi Avioz as an external Director

To consider and, if thought fit, to pass the following resolution by Special Majority:

"That Mrs Tzipi Avioz, a Director who retires by rotation in accordance with ASX Listing Rule 14.4, and being eligible offers herself for re-election as a Director of the Company, shall be re-elected as a non-executive director of the Company for an additional three-year term as an external director of the Company, in accordance with Section 245 of the Companies Law and Article 46.2 of the Company's Articles of Association effective immediately."

The approval of this Resolution 6 requires the affirmative vote of a Special Majority (as defined in the Glossary to this Notice of Meeting).

7. Resolution 7 – Re-election of Mr Gilead Sher as a Director

To consider and, if thought fit, to pass the following resolution by Simple Majority:

“That Mr Gilead Sher, a Director who retires by rotation in accordance with the Company’s Articles of Association and ASX Listing Rule 14.4, and being eligible offers himself for re-election as a Director of the Company, shall be elected as a non-executive director of the Company effective immediately.”

ASX Listing Rule 7.1A (Additional 10% Capacity)

8. Resolution 8 – ASX Listing Rule 7.1A approval of future issue of Equity Securities

To consider and, if thought fit, to pass the following resolution as a **Special Resolution**:

“That, for the purposes of ASX Listing Rule 7.1A and for all other purposes, the Shareholders approve the issue of equity securities up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

No votes will be excluded under this resolution as the Company has no present intention to issue securities under this approval.

Ratification of Prior issues of securities

9. Resolution 9 – Ratification of prior issue of 7,500,000 Tranche 2 Lender Options

To consider and, if thought fit, to pass the following resolution by Simple Majority:

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 3,250,000 Tranche 2 Lender Options issued on 12 December 2023 and 4,250,000 Tranche 2 Lender Options issued on 2 January 2024, and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 9 by or on behalf of:

- (a) a person or entity who participated in the issue, namely MTCP II LLC, Trisib Capital Partners LLC, Weinberg Family Multi-Gen Trust, John Cohen Davidson TTEE and The Yehuda L Neuberger Revocable Trust (“**Tranche 2 Lenders**”); or
- (b) an Associate of any of the Tranche 2 Lenders.

However, this does not apply to a vote cast in favour of Resolution 9 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 9, in accordance with directions given to the proxy or attorney to vote on Resolution 9 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 9 in accordance with a direction given to the Chair of the Meeting to

- vote on Resolution 9 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
- the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 9; and
 - the holder votes on Resolution 9 in accordance with directions given by the beneficiary to the holder to vote in that way.

Renewal of Share Incentive Plan

10. Resolution 10 – Renewal of Share Incentive Plan and approval of the issue of securities thereunder

To consider and, if thought fit, pass the following resolution by Simple Majority:

*“That for the purposes of ASX Listing Rule 7.2 Exception 13 and for all other purposes, approval is given to renew the Company’s existing Share Incentive Plan (**Incentive Plan**) and to issue securities under that Incentive Plan, on the terms and conditions set out in the Explanatory Statement.”*

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 10 by or on behalf of:

- (c) any person who is eligible to participate in the Incentive Plan and any Associates to those persons;

However, this does not apply to a vote cast in favour of Resolution 10 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 10, in accordance with directions given to the proxy or attorney to vote on Resolution 10 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 10 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 10 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
- the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 10; and
 - the holder votes on Resolution 10 in accordance with directions given by the beneficiary to the holder to vote in that way.

11. Resolution 11 – Approval for issuance of unlisted options to related parties of the Company

To consider and, if thought fit, pass the following resolution by a Special Majority:

“That for the purposes of ASX Listing Rule 10.11, Section 275(a) of the Companies Law and for all

other purposes, Shareholders approve the issuance of up to an aggregate of 1,000,000 unlisted options to entities associated with a related party of the Company on the terms on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement: The Company will disregard any votes cast in favour of Resolution 11 by or on behalf of:

- (a) SK Limited Partnership and Yale J and Marilyn T Kaplan Family Trust and any other person who will receive the securities in question and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the); or
- (b) an Associate of SK Limited Partnership and Yale J and Marilyn T Kaplan Family trust.

However, this does not apply to a vote cast in favour of Resolution 11 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 11, in accordance with directions given to the proxy or attorney to vote on Resolution 11 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 11 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 11 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 11; and
 - the holder votes on Resolution 11 in accordance with directions given by the beneficiary to the holder to vote in that way.

BY ORDER OF THE BOARD



Mark Licciardo
Company Secretary

Explanatory Statement

This Explanatory Statement has been prepared for the information of Shareholders in connection with the business to be conducted at the Annual and Extraordinary General Meeting of the Company to be held at 5:00pm AEST on Wednesday, 22 May 2024 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

https://us02web.zoom.us/webinar/register/WN_HYg8wx9CSiGHmycKd0d9HA

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions set out in this Notice of Meeting.

If you are in any doubt about what to do in relation to the Resolutions contemplated in the Notice of Meeting and this Explanatory Statement, it is recommended that you seek advice from an accountant, solicitor or other professional advisor.

Full details of the business to be considered at the Annual and Extraordinary General Meeting are set out below.

Agenda

Ordinary business

Financial statements and reports

In accordance with the Company's Articles of Association and the Israeli Company's Law, 5759-1999, the business of the Annual General Meeting will include receipt and consideration of the Annual Financial Report of the Company for the financial year ended 31 December 2023 together with the declaration of the Directors, the Directors' Report and the Auditor's Report.

Whilst the Company will not provide a hard copy of the Company's Annual Financial Report unless specifically requested to do so, Shareholders may view the Company Annual Financial Report on its website at www.shekelbrainweigh.com.

No resolution is required for this item, but Shareholders will be given the opportunity to ask questions and to make comments on the management and performance of the Company.

The Company's auditor will be present at the Meeting. During the discussion of this item, the auditor will be available to answer questions on the:

- Conduct of the audit;
- Preparation and content of the Auditor's Report;
- Accounting policies adopted by the Company in relation to the preparation of the financial statements; and
- Independence of the auditor in relation to the conduct of the audit.

Written questions of the auditor

If you would like to submit a written question about the content of the Auditor's Report or the conduct of the audit of the Annual Financial Report of the Company's auditor, please send your question to the Company Secretary (m.licciardo@acclime.com). A list of qualifying questions will be made available at the Meeting. Please note that all written questions must be received at least five business days before the Meeting, which is by Wednesday, 15 May 2024.

Resolutions

Resolution 1 – Election of Mr Sagi Cohen as an Executive Director

As announced to ASX on 17 April 2024, the Board agreed to seek election of Mr Cohen as a Director of the Company at this Meeting.

This Resolution is brought for the approval of the Shareholders of the Company in accordance with Article 47.2 of the Company's Articles of Association, which requires that a director in the Company shall be elected at the Annual General Meeting by the vote of a Shareholders' resolution.

Election of Mr Sagi Cohen

Under this Resolution 1, Mr Cohen, being eligible, seeks election as an Executive Director of the Company at this Meeting, effective 1 June 2024.

Mr Cohen is a seasoned and experienced executive, an innovative, marketer, and strategic planner with a proven track record of over 20 years in global business management (both business to consumer and business to business). Mr Cohen has a track record of achieving strong revenue and profit growth and enterprise value creation for the companies which he has worked for as well as having identified mergers and acquisitions opportunities and liquidity events for the benefit of shareholders. Mr Cohen is detail-oriented with strong competitive analysis and is able to develop brands and companies via multi-channel strategies with a particular focus on building brand equity and long-term profitable growth.

Mr Cohen holds a Bachelor of Arts in business and social studies from the Tel Aviv Open University and has an MBA from Oxford Princeton College UK.

Mr Cohen currently serves as a chairman at Tipa Corp, a global compostable flexible packaging company as well as chairman of Ourvita Group, the leading European CDMO organization which operates 8 factories in Italy, Germany and Poland and produces food supplement, medical devices, and probiotics. Ourvita group is an Investindustrial (12bn fund) portfolio company.

Mr. Cohen also serves as chairman of Neolith Spain, the global leading sintered stone company with 9 subsidiaries that covers 100 global markets. Neolith is a CVC (104bn fund) portfolio company and chairman of Aran global BIB packaging company with factories in Israel, Spain and USA.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of Resolution 1.

Resolutions 2 and 3 Approval of the appointment of Mr Sagi Cohen in a combined role of Chairman of the Board and Chief Executive Officer of the Company and approval of his terms of compensation

As announced to ASX on 17 April 2024, the Board agreed to seek election of Mr Cohen as the Chief Executive Officer of the Company and Chairman of the Board at this Meeting, subject to his election as a Director at this Meeting.

Pursuant to Section 121(c) of the Companies Law, the appointment of a person to the combined role of Chairman of the Board and Chief Executive Officer is subject to the Company's Shareholders' approving the appointment, by a Special Majority, and can be made for periods of up to three years each. Therefore, it is proposed that subject to his election as a Director in the Company, Shareholders approve the appointment of Mr Cohen to hold such combined role, for a period of up to three years, with effect from 1 June 2024.

Pursuant to Section 272(c1) of the Companies Law, the compensation arrangements of the Chief Executive Officer of the Company (including an arrangement which deviates from the Company's remuneration policy (the "**Remuneration Policy**")), is required to be approved by the Company's Shareholders by a Special Majority. The Company's Audit and Compensation Committee (the "**Committee**") and the Board have approved the Company's entry into a service agreement (the "**Service Agreement**") with Mr Cohen. Under the Service Agreement, Mr Cohen has agreed to perform the role of Chairman of the Board and Chief Executive Officer of the Company (the "**Services**"). The Services will include such duties as are customarily associated with such positions and as may otherwise be assigned and/or designated to such positions by the Board and/or any applicable law from time to time.

Shareholders are requested to approve, effective as of 1 June 2024, the following terms of compensation which are payable to Mr Cohen, in his combined position as a Chairman of the Company's Board and Chief Executive Officer of the Company, all as set forth in the Service Agreement (the "**Terms of Compensation**"):

- a monthly retainer fee of 40,000 Israeli shekel's (excluding VAT); and
- a bonus in the amount of 1.5% (excluding VAT) of the following events:
 - sale of the Company or a major portion (more than 30%) of its business or assets; and
 - Consummation of an equity financing round in the Company in an amount not less than US\$5 million.

The Terms of Compensation are comprehensive and inclusive of any per-meeting or annual payments payable to Mr Cohen in his capacity as an executive Director of the Company. In making its recommendation to the Company's Shareholders, the Board considered various factors, including, among others, (a) that Mr Cohen's compensation reflects a fair and reasonable value for his services and is considered customary for such positions in companies of similar scopes of activities; and (b) Mr Cohen's position and responsibilities.

The Committee and Board found the Terms of Compensation reasonable under the circumstances, and in the best interests of the Company.

The requirement for Shareholders to approve the Terms of Compensation is a requirement under Israeli Companies Law and is not required under the ASX Listing Rules.

Directors' recommendation.

The Directors recommend that Shareholders vote in favour of Resolution 2.

The Directors recommend that Shareholders vote in favour of Resolution 3.

Re-election of Directors

The Company's Articles of Association require that a Director must retire from office as Director no later than the longer of three years or the third Annual General Meeting of the Company following that Director's last election or appointment.

ASX Listing Rule 14.4 also provides each Director must not hold office (without re-election) past the third annual general meeting following the Director's appointment or 3 years, whichever is longer.

In addition, companies incorporated under the laws of the State of Israel whose securities have been offered to the public, such as the Company, are required by the Companies Law to appoint at least two external directors. The Companies Law provides for an initial three-year term for an external director. Thereafter, an external director may be re-elected by shareholders to serve in that capacity for up to two additional three-year terms.

Resolution 4 – Re-election of Mr Isaac Raviv as an external Director

Mr Isaac Raviv was appointed as an external Director of the Company for the first three-year term on 19 August 2018 and was re-elected for a second three-year term in August 2021.

In making its recommendations regarding the re-appointment of Mr Raviv, the Board has considered Mr Raviv's expertise and contribution to the work of the Committee, the Company's Financial Statements Review Committee and the Board, as well as his extensive understanding of the Company's activities and managerial and strategic objectives, and his financial and business experience. The Board has also determined that Mr Raviv possesses accounting and financial expertise as required under the Companies Law and the regulations promulgated thereunder.

Mr Raviv has provided the Company with a declaration in accordance with requirements of the Companies Law, pursuant to which he has informed the Company that he complies with the qualifications required under the Companies Law to serve as an external director and is capable of dedicating the appropriate amount of time for the performance of his role as a Director.

In his capacity as an external Director, Mr Raviv shall be entitled to fees equal to the fixed amount set forth in the second and third appendices of the Companies Regulations (Rules concerning Compensation and Expenses of an External Director), 5760-2000 (the "**Compensation Regulations**")

In addition, in his capacity as an external Director, Mr Raviv shall continue to be entitled to the same insurance, indemnification and exculpation arrangements, as are currently in effect for the Company's officers and Directors; all of which are in accordance with the Company's Articles of Association and the Company's Remuneration Policy.

A brief biography of Mr Raviv is set forth below:

Mr Raviv has over 30 years' managerial experience across the technology sector for both private and public Israeli and international companies. During his time as chairman and CEO of various companies, Mr Raviv has played an important role in mergers and acquisitions and fundraising initiatives, with a technology focus. Between 1990 and 1993, Mr Raviv served as chief executive officer for Aerotel, a developer and supplier of medical devices and digital dialling platforms. From 1994 until 2015, Mr Raviv was chief executive officer of IDR International Marketing. IDR International Marketing was a business development and marketing company focusing on marketing worldwide Israeli technology products. Before this, Mr Raviv was senior corporate vice-president for international sales and marketing at Tadiran Electronic Industries Ltd for 10 years, with responsibility for telecoms, communications and electronics sales and marketing. In this role, he was responsible for numerous sales and cooperation agreements with major international companies and governmental bodies involved in the sale of complete products and systems as well as providing insight into production and technical support. Across these roles, Mr Raviv has gained extensive knowledge in commercialising technology products developed by Israeli companies to new overseas markets.

Between 1995 and 2016, Mr Raviv has also been a chair for a number of technology companies including Maytronics, SafePlace, BlueEye and, more recently, Eltam and Engage IoT Technologies. During Mr Raviv's time as chair for Maytronics, a public pool cleaning robotics manufacturer, the company's annual sales grew from US\$4 million in 1995 to US\$25 million in 2004. While chair of SafePlace, an electronic safes company focusing on hotel chains and nursing homes, the company's sales increased 10% annually. In 2008, Mr Raviv also initiated and oversaw the sales process of SafePlace to Elsafe, a subsidiary of Assa Abov for US\$27 million.

Mr Raviv has a BA in Economics, Sociology and Political Sciences from Hebrew University.

Directors' recommendation.

The Directors (with Mr Raviv abstaining) recommend that Shareholders vote in favour of Resolution 4.

Resolution 5 – Re-election of Mr Shlomo Anikser as a Director

Mr Shlomo Anikser was appointed as a Non-Executive Director of the Company on 31 May 2021 and has yet to seek re-election. Under this Resolution 5, Mr Anikser has elected to retire by rotation, and being eligible, seeks re-election as a Non-Executive Director of the Company at this Meeting.

Mr Anikser has certified to the Company that he complies with all requirements under the Companies Law for serving as a Director of the Company.

In his capacity as a Non-Executive Director, Mr Anikser shall be entitled to a monthly fee equal to AU\$3,000.

In addition, in his capacity as a Non-Executive Director, Mr Anikser shall continue to be entitled to the same insurance, indemnification and exculpation arrangements, as are currently in effect for the Company's officers and directors; all of which are in accordance with the Company's Articles of Association and the Company's Remuneration Policy.

A brief biography of Mr Anikser is set forth below:

Mr Anikser has 24 years of experience in leadership and executive roles across production, inventory, logistics and operation management. He previously held senior positions at Kvutzat Yavne Food Industry, GAASH Diamond Tools and Sales, Century Company, and Haaretz Chicken Slaughterhouse. Mr Anikser holds a unique set of skills, possessing a deep and trusted network, and depth of experience in production and inventory management.

Mr Anikser has a Bachelor of Arts in Mechanical Engineering and Master of Science in Mechanical Engineering.

Directors' recommendation.

The Directors (with Mr Anikser abstaining) recommend that Shareholders vote in favour of Resolution 5.

Resolution 6 – Re-election of Mrs Tzipi Avioz as an external Director

Mrs Tzipi Avioz was appointed as an external Director for a first three-year term on 19 August 2018 and was re-elected for a second three-year term in August 2021.

In making its recommendations regarding the re-appointment of Mrs Avioz as an external Director, the Board has considered Mrs Avioz's expertise and contribution to the work of the Committee, the Company's Financial Statements Review Committee and the Board, as well as her extensive understanding of the Company's activities and managerial and strategic objectives, and her financial and business experience. The Board has also determined that Mrs Avioz possesses accounting and financial expertise as required under the Companies Law and the regulations promulgated thereunder.

Mrs Avioz has provided the Company with a declaration in accordance with requirements of the Companies Law, pursuant to which she has informed the Company that she complies with the qualifications required under the Companies Law to serve as an external Director and is capable of dedicating the appropriate amount of time for the performance of her role as a member of the Board.

In her capacity as an external Director, Mrs Avioz shall be entitled to fees equal to the fixed amount set forth in the Compensation Regulations.

In addition, in her capacity as an external Director, Mrs Avioz shall continue to be entitled to the same insurance, indemnification and exculpation arrangements, as are currently in effect for the Company's officers and directors; all of which are in accordance with the Company's Articles of Association and the Company's Remuneration Policy.

A brief biography of Mrs Avioz is set forth below:

Mrs Avioz has over 25 years' experience in the technology sector, with a particular focus on data analytics and delivering large digital transformation programs. Since April 2016, Mrs Avioz has served as IT customer solutions director for AMP, a financial services company in Australia and New Zealand, and her role has developed to support a growing number of business units within the company.

Mrs Avioz's previous roles include 10 years' experience at Woolworths Limited in Australia where her last role was serving as Group Head for Digital Commerce and Contact Centre and, prior to this, from 2003 to 2006, as Chief Information Officer for the Tiv Taam Group, an Israeli supermarket chain. Mrs Avioz is currently a director of ASX listed Jayride Group Limited.

Mrs Avioz has a BA in Sociology and Political Sciences from Hebrew University.

Directors' recommendation.

The Directors (with Mrs Avioz abstaining) recommend that Shareholders vote in favour of Resolution 6.

Resolution 7 – Re-election of Mr Gilead Sher as Director

Mr Gilead Sher was appointed as a Non-Executive Director of the Company on 31 May 2021 and is yet to seek re-election. Under this Resolution 7, Mr Sher has elected to retire by rotation, and being eligible, seeks re-election as a Non-Executive Director of the Company at this Meeting.

Mr Sher has certified to the Company that he complies with all requirements under the Companies Law for serving as a Director of the Company.

In his capacity as a Non-Executive Director, Mr Sher shall be entitled to a monthly fee equal to AU\$3,000.

In addition, in his capacity as a Non-Executive Director, Mr Sher shall continue to be entitled to the same insurance, indemnification and exculpation arrangements, as are currently in effect for the Company's officers and directors; all of which are in accordance with the Company's Articles of Association and the Company's Remuneration Policy.

A brief biography of Mr Sher is set forth below:

Mr Sher was Chief of Staff and policy coordinator to Israeli Prime Minister and Minister of Defense Ehud Barak, a senior negotiator at the Camp David summit and the Taba talks (1999-2001), and formerly a delegate to the 1995 Israeli-Palestinian Interim Agreement negotiations under PM Rabin. He is the Isaac and Mildred Brochstein Fellow in Middle East Peace and Security in Honor of Yitzhak Rabin at the Baker Institute and served as a senior fellow at the Tel Aviv Institute for National Security Studies INSS.

Since 2013, Mr Sher chairs the Executive Board of Sapir Academic College, one of the leading public colleges in Israel, situated in the Gaza envelope.

In late 2022, he co-founded the Central Headquarters of the Pro-Democracy Resistance movements, which he co-leads from the outset. During the 2023-2024 Gaza War, he served as coordinator between the intel and ops IDF directorate for the hostages and the families of the hostages.

The law firm he founded in 1989, Gilead Sher, Talhami & Co., has extensive experience in complex commercial, civil, and administrative cases with national, regional, and international dimensions, negotiation strategy, and representation of leading clients from the business, private, governmental, and public sectors. Sher is ranked internationally as a leading commercial arbitrator and administrative law expert. He sits on the board of several public and private companies.

Alumni of Jerusalem's Hebrew University, Sher was a visiting professor and Israel studies fellow at Georgetown University in 2019, a lecturer on law at Harvard Law School in fall 2016 and a non-resident guest lecturer at the University of Pennsylvania's Wharton School.

Directors' recommendation.

The Directors (with Mr Sher abstaining) recommend that Shareholders vote in favour of Resolution 7.

ASX Listing Rule 7.1A

Resolution 8 – ASX Listing Rule 7.1A approval of future issue of Equity Securities

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

Under Listing Rule 7.1A, however, an eligible entity can seek approval from its shareholders, by way of a special resolution passed at its annual general meeting, to add an additional 10% capacity to issue equity securities that are in an existing quoted class of the Company's equity securities.

An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation less than the amount prescribed by ASX (currently \$300 million).

As of the date of this Notice of Meeting, the Company has a market capitalisation of approximately \$13.70 million and therefore is an eligible entity for the purposes of Listing Rule 7.1A. If at the time of the Meeting the Company is no longer an eligible entity this Resolution 8 will be withdrawn from consideration at the Meeting.

This Resolution 8 seeks Shareholder approval, by way of a Special Resolution; for the Company to have the additional 10% capacity (provided for in Listing Rule 7.1A) to issue Equity Securities without Shareholder approval.

If Resolution 8 is approved by Shareholders, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If Resolution 8 is **not** approved by Shareholders, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval provided for in Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

Information Required by ASX Listing Rule 7.3A

The following information is provided to Shareholders for the purposes of Listing Rule 7.3A.

Period for which the approval will be valid

An approval under Listing Rule 7.1A commences on the date of the annual general meeting at which Shareholder approval is obtained for this Resolution 8 and expires on the first to occur of the following:

- (a) the date which is 12 months after the date of the annual general meeting at which Shareholder approval is obtained for this Resolution 8;

- (b) the time and date of the Company's next annual general meeting; and
- (c) the time and date on which Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking).

Minimum price at which the Equity Securities may be issued under Listing Rule 7.1A

Any Equity Securities issued under Listing Rule 7.1A.2 must be in an existing quoted class of the Company's Equity Securities (i.e., must be Shares) and issued for cash consideration.

The issue price per Equity Security must not be less than 75% of the volume weighted average market price of the Equity Securities in that class, calculated over 15 trading days on which trades in that class were recorded immediately before:

- (a) the date on which the price at the Equity Securities are to be issued is agreed by the Company and the recipient of the Equity Securities; and
- (b) if the Equity Securities are not issued within 10 trading days of the date in paragraph (a), the date on which the Equity Securities are issued.

Purposes for which the funds raised by an issue of Equity Securities under Listing Rule 7.1A may be used

As noted above, any Equity Securities issued under Listing Rule 7.1A.2 must be issued for cash consideration. Accordingly, every issue of Equity Securities under Listing Rule 7.1A.2 will have an accompanying proposed use of funds at the time of issue.

As at the date of this Notice, the Company has not formed an intention to offer any Equity Securities under Listing Rule 7.1A during the Listing Rule 7.1A mandate period, if Shareholders approve this Resolution 8. However, if Shareholders approve this Resolution 8 and the Company did raise funds from the issue of Equity Securities under Listing Rule 7.1A, based on the Company's existing plans, the Company considers that the funds may be used for the following purposes:

- (a) to further develop the Company's business;
- (b) to be applied to the Company's working capital requirements; and
- (c) for potential acquisitions of assets and or business.

Risk of economic and voting dilution to existing ordinary Securityholders

If this Resolution 8 is approved, and the Company issues Equity Securities under Listing Rule 7.1A, the existing Shareholders' economic and voting power in the Company will be diluted.

There is a risk that:

- (a) the market price for the Company's Equity Securities in that class may be significantly lower on the issue date than on the date of the approval under Listing Rule 7.1A; and
- (b) the Equity Securities may be issued at a price that is at a discount (as described above) to the market price for the Company's Equity Securities on the issue date,

which may have an effect on the amount of funds raised by the issue of Equity Securities under Listing Rule 7.1A.

The table on the next page shows the potential dilution of existing Securityholders on the basis of 3 different assumed issue prices and values for the variable "A" in the formula in rule 7.1A.2:

Variable "A" in Listing Rule 7.1A.2		Potential Dilution and Funds raise		
		\$0.033 50% decrease in Issue Price	\$0.065 Issue Price	\$0.130 100% increase in Issue Price
Current Variable A	10% Voting dilution	21,078,575	21,078,575	21,078,575
210,785,749	Funds raised	\$685,054	\$1,370,107	\$2,740,215
50% increase in current Variable A	10% Voting dilution	31,617,862	31,617,862	31,617,862
316,178,624	Funds raised	\$1,027,581	\$2,055,161	\$4,110,322
100% increase in current Variable A	10% Voting dilution	42,157,150	42,157,150	42,157,150
421,571,498	Funds raised	\$1,370,107	\$2,740,215	\$5,480,429

Notes to table:

- (a) Based on the total number of Shares on issue as at 9 April 2024.
- (b) Based on the closing price of the Shares on ASX as at 9 April 2024.
- (c) The table assumes that the Company issues the maximum number of Shares available to be issued under Listing Rule 7.1A.
- (d) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of issues of Shares under Listing Rule 7.1A based on that Shareholder's holding at the date of this Explanatory Statement.
- (e) The table shows the effect of an issue of Shares under Listing Rule 7.1A only, not under the Company's 15% placement capacity under Listing Rule 7.1.

Allocation policy for issues under Listing Rule 7.1A

The Company's allocation policy and the identity of the allottees of Equity Securities under Listing Rule 7.1A will depend on a number of factors, including:

- (a) the Company's intentions in relation to the possible issue of Equity Securities (for cash consideration) during the Listing Rule 7.1A mandate period;
- (b) the structure and timeframe of the capital raising opportunities available to the Company and any alternative methods for raising funds that are available to the Company (such as a pro rata offer or an offer under a share purchase plan);
- (c) the potential effect on the control of the Company;
- (d) the Company's financial position and the likely future capital requirements; and
- (e) advice from the Company's corporate or financial advisors.

Based on the Company's historical cashflow reports and capital raising activities in the past 12 months, the Company considers that it may raise funds during the Listing Rule 7.1A mandate period, although this cannot be guaranteed. As of the date of this Notice, the Company has no specific intention to issue Equity Securities in relation to any parties, investors or existing Securityholders. In addition, no intentions have been formed by the Company in relation to the possible number of issues, or the time frame in which the issues could be made. Subject to the requirements of the Listing Rules and the Corporations Act, the Board reserves the right to determine at the time of any issue of Equity Securities under Listing Rule 7.1A, the allocation policy that the Company will adopt for that issue.

If and when the determination is made to proceed with an issue of Equity Securities during the

Listing Rule 7.1A mandate period, details regarding the allottees and purposes of issue will be disclosed pursuant to the Company's obligations under Listing Rules 3.10.3 and 7.1A.4.

Offers made under Listing Rule 7.1A may be made to parties (excluding any related parties) including professional and sophisticated investors, existing Shareholders, clients of Australian Financial Service Licence holders and/or their nominees, or any other person to whom the Company is able to make an offer of Equity Securities.

Issue or agreement to issue Equity Securities under Listing Rule 7.1A in the 12 months prior to the Meeting.

The Company has **not** issued or agreed to issue Equity Securities under Listing Rule 7.1A.2 in the 12 months preceding the Meeting.

This Resolution is a Special Resolution. For a Special Resolution to be passed, at least 75% of the votes validly cast on the resolution by Shareholders (by number of ordinary shares) must be in favour of this Resolution.

Directors' recommendation

The Directors recommend that Shareholders vote in favour of Resolution 8.

Ratification of prior issues of securities or agreement to issue securities

Resolution 9 – Ratification of prior issue of 7,500,000 Tranche 2 Lender Options

As announced to the market on 7 February 2023, the Company, together with its wholly owned subsidiary Shekel Scales (2008) Ltd (together with the Company, **Shekel**), entered into a loan and option agreement (**Loan and Option Agreement**), pursuant to which Shekel intended to raise up to US\$6.25M from subscribing parties (**Lenders**) in two tranches (collectively, the **Loan**).

On 1 December 2023, the Company announced that it had drawn down the second tranche of funds that the Lenders had agreed to provide to Shekel under the Loan and Option Agreement (**Tranche 2**).

Under Tranche 2 of the Loan and Option Agreement, MTCP II, LLC, Trisib Capital Partners LLC, Weinberg Family Multi-Gen Trust, John Cohen Davidson TTEE, The Yehuda L Neuberger Revocable Trust (**Tranche 2 Lenders**) advanced to Shekel an unsecured loan of US\$3 million and the Company granted the Tranche 2 Lenders an aggregate amount of 7,500,000 unlisted options in the Company (**Options**) (being an option to purchase 2.5 ordinary shares in the Company (**Share**) for every US\$1.00 loaned to the Company under Tranche 2).

The material terms of the Tranche 2 Lender Options (as disclosed to the market on 1 December 2023) are as follows:

- (a) **Exercise period:** The Options may be exercised by the Holder for a period of 24 months from the date of advance of the Tranche 2 Loan to Shekel (Exercise Period). The Options may be exercised at any time during the Exercise Period.
- (b) **Exercise price:** Each Option will have an exercise price per Option which is equal to 75% of the volume weighted **average** price of the Company's Shares (as traded on ASX) during the 30 trading days preceding the exercise date of the Option (Exercise Price)

- (c) **Voting rights:** An Option does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise of such Option.
- (d) **Participation in new issuances of the Company:** The Holder will not be entitled to participate in any new issue of securities to existing shareholders of the Company by virtue of holding the **Option** unless it first exercises the Option, and acquires the underlying Shares, prior to the record date for determining entitlements to participant in the new issuance.
- (e) **Adjustments:** Any **adjustments** made to the Exercise Price or the number of Shares which may be issued on exercise of an Option will be in accordance with the ASX Listing Rules.

The Company issued 7,500,000 Tranche 2 Lender Options pursuant to the Loan and Option Agreement in two tranches:

1. On 12 December 2023, 3,250,000 Tranche 2 Lender Options were issued a by utilising the Company's existing placement capacity under ASX Listing Rule 7.1; and
2. On 2 January 2024, 4,250,000 Tranche 2 Lender Options were issued by utilising the Company's existing placement capacity under ASX Listing Rule 7.1.

All 7,500,000 Tranche 2 Lender Options were exercised and converted into Fully Paid Ordinary Shares on 2 January 2024 at an exercise price of \$0.05806.

ASX Listing Rule 7.1

This Resolution 9 proposes that Shareholders of the Company approve and ratify the prior issue of 7,500,000 Lender Options which were issued by the Company in the two tranches detailed above.

All of the Tranche 2 Lender Options were issued utilising the Company's available placement capacity under Listing Rule 7.1.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

The issue of the Tranche 2 Lender Options did not fit within any of the exceptions (to Listing Rule 7.1) and, as the issue has not been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Tranche 2 Lender Options.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, this Resolution 9 seeks Shareholder approval to ratify the prior issue of the 7,500,000 Tranche 2 Lender Options for the purposes of Listing Rule 7.4.

If this Resolution 9 is approved by Shareholders, the issue of the 7,500,000 Tranche 2 Lender Options will be **excluded** from the calculation of the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the date of issue of the Tranche 2 Lender Options.

If this Resolution 9 is not approved by Shareholders, the issue of the 7,500,000 Tranche 2 Lender Options will be **included** in calculating the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the date of issue of the Tranche 2 Lender Options.

Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) 3,250,000 Tranche 2 Lender Options were issued to the Lenders on 12 December 2023 and 4,250,000 Tranche 2 Lender Options were issued to the Lenders on 2 January 2024.
- (b) The Company confirms that none of the Tranche 2 Lenders (being the holders of the 7,500,000 Tranche 2 Lender Options) are a related party, member of the Company's key management personnel, a substantial shareholder, an adviser, or an associate of any of the aforementioned.
- (c) For the purposes of the approval being sought by this Resolution 9, the Company issued 7,500,000 Tranche 2 Lender Options.
- (d) The material terms of the Tranche 2 Lender Options are set out above.
- (e) The 7,500,000 Tranche 2 Lender Options were issued for nil cash consideration.
- (f) No cash funds were raised from the issue of the 7,500,000 Tranche 2 Lender Options, which were issued to as part of the consideration for the Company securing the Loan.
- (g) A voting exclusion statement is included under Resolution 9 in this Notice of Meeting.

Directors' recommendation

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 9.

Resolution 10 – Renewal of Share Incentive Plan and approval of the issue of securities thereunder

The Company seeks Shareholders approval for renewal of its Incentive Plan which was last approved by Shareholders at the Extraordinary General Meeting held on 6 April 2021.

Under the ASX Listing Rules the approval is only valid for a period of three years and therefore, the Company is seeking approval for a further three years.

The Board considered that the Incentive Plan remains the appropriate form of long term employee incentive plan, as the Incentive Plan:

- permits appropriate levels of reward to be delivered to eligible employees for achievement of outstanding performance; and
- better aligns Company's remuneration and reward structure with that of its market competitors.

A copy of the Incentive Plan is included as **Annexure A** to this Notice of Meeting and Explanatory Statement.

The Incentive Plan facilitates the grant of Options, Restricted Share Units and Performance Rights (together, **Incentive Securities**) to certain employees, directors, officers, services providers and consultants of the Company and its affiliates.

All terms and conditions that apply to the Incentive Securities which that may be issued under the Incentive Plan are described in detail in the Incentive Plan attached as Annexure A.

Since the Incentive Plan was last approved by Shareholders the Company has issued a total of 34,644,249 Incentive Securities as follows:

- a) Nil Options;
- b) 23,080,517 Restricted Share Units; and

c) 11,563,732 Performance Rights.

If this Resolution 10 is approved by Shareholders, the maximum number of Incentive Securities proposed to be issued under the Incentive Plan following the Shareholder approval at this Meeting over the next three years is 50,000,000. This maximum is not intended to be a prediction of the actual number of Incentive Securities issued under the Incentive Plan but is specified for the purposes of Listing Rule 7.1, exception 13. If that number is reached, fresh Shareholder approval under Listing Rule 7.2, exception 13 would be requested, otherwise any additional issue of Incentive Securities under the Incentive Plan over the maximum will count towards the calculation of the Company's 15% placement capacity under Listing Rule 7.1.

If this Resolution 10 is not approved by Shareholders, the Company can still issue Incentive Securities, however, the issue would count towards the Company's 15% placement capacity limit which would otherwise apply during a 12-month period.

Directors' recommendation

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 10.

Resolution 11 – Approval of issuance of unlisted options to SK Limited Partnership and Yale J and Marilyn T Kaplan Family Trust

The Company is considering raising an aggregate of up to US\$850,000 by way of issuance of unsecured loans and free attaching options to SK Limited Partnership (**SK**) and Yale J and Marilyn T Kaplan Family Trust (**Kaplan Trust**), being entities related to Axcel Partners VI, LLC (a Shareholder who holds 25.2% of the Company's Shares) (**Major Shareholder**) (**Proposed Loan Agreements**).

As at the date of this Notice of Meeting, no agreement has been entered into with either SK or Kaplan Trust and Shareholders should be aware that there is no guarantee that either SK or Kaplan Trust will subscribe for US\$850,000 of unsecured loan notes.

In the event that the Company enters into the Proposed Loan Agreements with SK and Kaplan Trust it is currently proposed that the key terms of the Proposed Loan Agreements will be as follows:

- **(use of funds)** it is currently proposed that funds advanced to the Company as a result of the entry into the Proposed Loan Agreements with SK and Kaplan Trust will be used for general working capital requirements of the Company;
- **(interest)** it is currently proposed that the amount loaned by SK and Kaplan Trust under the Proposed Loan Agreements will bear interest at a fixed rate of 12.5% per annum (accruing from the date such amounts are advanced to the Company and until such amounts are repaid by the Company). In the event of default (see below), SK and Kaplan Trust will be entitled to, without notice or demand, from and after the occurrence of the default, raise the rate of interest accruing on the unpaid amounts owing to them to 14.5%;
- **(Date for repayment)** it is currently proposed that unless repaid earlier, the amounts advanced under the Proposed Loan Agreements must be repaid, in cash, on July 15, 2024 (**Repayment Date**). it is currently proposed that Company may repay amounts owing (or any part of it), at any time prior to the Repayment Date, without any payment of penalty or premium; and
- **(Events of default)** it is currently proposed that amounts advanced by SK and Kaplan Trust under the Proposed Loan Agreements will immediately become due and payable upon the occurrence of customary events of default.

- **(Issuance of options)** should the Proposed Loan Agreements be entered into with SK and Kaplan Trust, SK and Kaplan Trust will be entitled to receive one unlisted option to purchase 0.85 Shares for every US\$1.00 loaned to the Company (**2024 Options**). The 2024 Options, should they be issued, will have the following key terms:
 - **Exercise period:** The 2024 Options may be exercised by their holder for a period of 24 months from the date of advance of amounts to the Company under the Proposed Loan Agreements. The 2024 Options may be exercised at any time during this period.
 - **Exercise price:** Each 2024 Option will have an exercise price per 2024 Option which is equal to 75% of the volume weighted average price of the Shares (as traded on ASX) during the 30 trading days preceding the exercise date of the 2024 Option (**Exercise Price**).
 - **Voting rights:** A 2024 Option will not entitle the holder to any voting rights or other rights as a Shareholder of the Company prior to the exercise of such 2024 Option.
 - **Participation in new issuances of the Company:** a Holder of a 2024 Option will not be entitled to participate in any new issue of securities to existing Shareholders of the Company by virtue of holding a 2024 Option unless it first exercises the 2024 Option, and acquires the underlying Shares, prior to the record date for determining entitlements to participant in the new issuance.
 - **Adjustments:** Any adjustments made to the Exercise Price or the number of Shares which may be issued on exercise of a 2024 Option will be in accordance with the ASX Listing Rules.

ASX Listing Rule 10.11

This Resolution 11 proposes that Shareholders of the Company approve the proposed issuance of up to 1,000,000 2024 Options, in aggregate, to SK and Kaplan Trust, having the terms set out above. As noted above, the 2024 Options will only be issued to SK and Kaplan Trust on entry into the Proposed Loan Note Agreements and there is no guarantee that these agreements will be entered into between the parties.

Broadly speaking, and subject to a number of exceptions, Listing Rule 10.11 provides that a listed entity must not issue or agree to issue Equity Securities to:

- a related party of the Company (*Listing Rule 10.11.1*); or
- a person who is or was at any time in the six months before the issue of (or agreement to issue) Equity Securities are holder of more than 30% of the shares in the Company (*Listing Rule 10.11.2*); or
- a person who is or was at any time in the six months before the issue of (or agreement to issue) Equity Securities are holder of more than 10% of the shares in the Company and who has nominated a director on the board of the company pursuant to an agreement which gives them a right or expectation to do so (*Listing Rule 10.11.3*); or
- an associate of any of the above persons (*Listing Rule 10.11.4*),

without first obtaining shareholder approval for such issuance.

Ms Beth Kaplan, a Director of the Company, is also a holder of shares in the Major Shareholder and is its nominee director on the Board. The Board understands that SK and Kaplan Trust are associates of the Major Shareholder and accordingly, the issuance of the 2024 Options to SK and Kaplan Trust requires the prior approval of Shareholders for the purposes of Listing Rule 10.11.3 and 10.11.4.

To this end, this Resolution 11 seeks Shareholder approval for the issue of 1,000,000 2024 Options, in aggregate, to SK and Kaplan Trust for the purposes of Listing Rule 10.11.

If this Resolution 11 is approved by Shareholders, the Company will issue the 2024 Options if it enters into the Proposed Loan Note Agreements with each of SK and Kaplan.

If this Resolution 11 is not approved by Shareholders, the 2024 Options will not be issued to SK and Kaplan.

Information required by ASX Listing Rule 10.11

The following information is provided to Shareholders for the purposes of Listing Rule 10.13:

- (a) the 2024 Options are proposed to be issued to SK and the Kaplan Trust;
- (b) the Board understands that SK and Kaplan Family Trust are associates of the Major Shareholder. Ms Kaplan is also nominee Director of the Major Shareholder Accordingly, the entities fall within the categories set out in Listing Rule 10.11.3 and 10.11.4;
- (c) if Resolution 11 is approved by Shareholders, the Company will issue up to 1,000,000 2024 Options, in aggregate, to SK and Kaplan Trust;
- (d) the material terms of the 2024 Options are set out above;
- (e) if Resolution 11 is approved by Shareholders and the Proposed Loan Agreements are entered into (of which there can be no guarantee that they will be), the 2024 Options will be issued not more than 1 month after the date of this Meeting;
- (f) the 2024 Lender Options will issued for nil cash consideration;
- (g) no cash funds will be raised from the issue of the 2024 Options, as they will be issued as part of the consideration for SK and Kaplan Trust advancing amounts to the Company should the Proposed Loan Agreements be entered into;
- (h) A voting exclusion statement is included under Resolution 11 in this Notice of Meeting.

In addition, pursuant to Sections 270(d) and 275(a) of the Companies Law, an extraordinary transaction of a public company with a person in which the Controlling Shareholder had a personal interest, such as the proposed transaction (whereby Axcel is deemed to (i) be a Controlling Shareholder under the Companies Law due to its holdings in the Company exceeding 25% of its issued and outstanding share capital and (ii) is deemed to have a personal interest in the transaction due to Ms Kaplan being Axcel's nominee on the Board), is subject to the approval of the Company's shareholders by a Special Majority. The Committee and the Board of Directors have approved the proposed participation transaction.

Directors Recommendation

The Directors (with Mrs. Beth Kaplan, a shareholder in Axcel Partners VI, LLC not participating in the vote) recommend that Shareholders vote in favour of Resolution 11.

Enquiries

Shareholders are asked to contact the Company Secretary by email (m.licciardo@acclime.com) if they have any queries in respect of the matters set out in these documents.

Glossary

2024 Options has the meaning given to that term in Resolution 11 of the Explanatory Statement.

AU\$ means the lawful currency of Australia.

AEST means Australian Eastern Standard Time as observed in Sydney, New South Wales.

Annual and Extraordinary General Meeting or **Meeting** means an Annual and Extraordinary General Meeting of the Company and, unless otherwise indicated, means the meeting of the Company's Shareholders convened by this Notice of Meeting.

Articles of Association means the Company's articles of association.

ASIC means Australian Securities and Investment Commission.

Associate has the meaning given to it by the ASX Listing Rules.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of 20 Bridge Street, Sydney, NSW 2000.

ASX Listing Rules or **Listing Rules** means the official ASX Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Board means the current board of Directors of the Company.

Business Day means a day on which trading takes place on the stock market of ASX.

Chair means the person chairing the Meeting.

Company means Shekel Brainweigh Ltd ARBN 625 669 445.

Companies Law means the Israeli *Companies Law, 5759-1999*

Controlling Shareholder as defined in the Notice of the Meeting

Corporations Act means the *Corporations Act 2001* (Cth) as amended or replaced from time to time.

Director means a current director of the Company.

Dollar or "**\$**" means Australian dollars.

Equity Security has the meaning given to that term in the ASX Listing Rules.

Exercise Price has the meaning given to that term in Resolution 11 of the Explanatory Statement.

Explanatory Statement means the explanatory statement accompanying this Notice of Meeting.

Incentive Plan has the meaning given to it in Resolution 10.

Incentive Securities has the meaning given to it in Resolution 10.

Kaplan Trust has the meaning given to that term in Resolution 11 of the Explanatory Statement.

Notice of Meeting or **Notice of Annual and Extraordinary General Meeting** means this notice of annual and extraordinary general meeting dated Wednesday, 22 May 2024 including the Explanatory Statement.

Ordinary Resolution means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Proposed Loan Agreement has the meaning given to that term in Resolution 11 of the Explanatory Statement

Proxy Form means the proxy form attached to this Notice of Meeting.

Repayment Date has the meaning given to that term in Resolution 11 of the Explanatory Statement.

Resolutions means the resolutions set out in this Notice of Meeting, or any one of them, as the context requires.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a holder of a Share.

Share Registry means Computershare Limited.

Simple Majority means the affirmative vote of the Shareholders holding at least a majority of the Shares present, in person or by proxy, and voting on the matter.

SK has the meaning given to that term in Resolution 11 of the Explanatory Statement.

Special Majority means the affirmative vote of the Shareholders holding at least a majority of the Shares present, in person or by proxy, and voting on the matter, provided that either (i) such a majority includes at least the majority of the votes of shareholders who are not Controlling Shareholders or do not have personal interest in the approval of the transaction (abstentions will not be taken into account); or (ii) the total number of votes against such proposal among the Shareholders mentioned in clause (i) above does not exceed two percent (2%) of the total voting rights in the Company.

Special Resolution means a resolution that can only be passed if at least 75% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Substantial Holder has the meaning given to that term in Resolution 11 of the Explanatory Statement.

Tranche 2 Lenders has the meaning given to that term in Resolution 9 of the Explanatory Statement.

Annexure A
Shekel Brainweigh Ltd
SHARE INCENTIVE PLAN

1. PURPOSE

The purpose of this Share Incentive Plan is to secure for Shekel Brainweigh Ltd and its shareholders the benefits arising from ownership of share capital by employees, officers, directors, service providers and consultants of the Company and its Affiliates (as defined below), who are expected to contribute to the Company's future growth and success, by providing them with opportunities to acquire a proprietary interest in the Company by the issuance of Shares or restricted Shares ("**Restricted Shares**") of the Company, and by the grant of options to purchase Shares and Restricted Share Units ("**RSUs**"), and/or Performance Rights (as defined in Section 29 herein).

Awards granted under the Plan to service providers in various jurisdictions may be subject to specific terms and conditions for such grants as may be set forth in one or more separate appendices to the Plan, as may be approved by the Board from time to time.

2. DEFINITIONS

2.1. Defined Terms. Initially capitalized terms, as used in this Plan, shall have the meaning ascribed thereto as set forth below:

"Administrator"	means the Board, or a committee to which the Board shall have delegated power to act on its behalf with respect to the Plan. Subject to the Articles of Association of the Company, the Administrator, if it is a committee, shall consist of such number of members (but not less than two (2)) as may be determined by the Board.
"Affiliate(s)"	means with respect to any Person, (i) any other Person, directly or indirectly, controlling, controlled by or under common control with such Person, and (ii) any other Person determined by the Administrator.
"ASX"	shall mean ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.
"ASX Listing Rules"	shall mean the official listing rules of ASX.
"Award"	shall mean any Option, Share, Restricted Share, or RSUs or Performance Rights.
"Award Letter"	means a letter from the Company or Affiliate to a Participant in which the Participant is notified of the decision to Grant to the Participant Awards according to the terms of the Plan. The Award Letter shall specify (i) the type of Award (ii) the Tax Provision under which the Award is Granted; (iii) the Tax Track that the Company chose according to Section 11 of the Plan (if applicable); (iv) the Exercise Price; and (v) the number of Awards Granted to the Participant; (vi) the Vesting Schedule; and (vii) any other terms the Company deems fit.
"Board"	means the board of directors of the Company.
"Cause"	shall, with respect to each Participant, have the same meaning ascribed to such term or a similar term in the Participant's employment or other engagement agreement or other documents to which the Company or any of its parents, subsidiaries, affiliates or related entities and the Participant are a party concerning the provision of services by the Participant to the Company or any such entities, or, in the absence of such an agreement or

definition: (i) any breach by Participant's obligations towards the Company (or any of its Affiliates) in accordance with such Participants employment agreement, services agreement, non-disclosure agreement, assignment of invention agreement, non-compete agreement, or any other instrument or agreement to which the Participant is bound; (ii) any dishonest act on the part of the Participant including without limitations - fraud, theft, breach of fiduciary duty, embezzlement; (iii) any criminal offense by Participant; (iv) any act by Participant that may adversely affect the reputation, business, or business relationship of the Company (or its Affiliates); or (v) any failure by Participant to abide by the Company's policies or code of conduct; (vi) any circumstances that constitute grounds for termination for cause under the Participants employment or service agreement with the Company or its Affiliates.

"Commencement Date"	means the date of commencement of the vesting schedule with respect to a Grant of Awards which, unless otherwise determined by the Administrator, shall be the date of the decision of the Grant of the Awards by the Administrator.
"Company"	means Shekel Brainweigh Ltd., a company incorporated under the laws of the State of Israel.
"Consideration"	means with respect to outstanding Awards, the right to receive, for each Share subject to the Award immediately prior to the M&A Transaction, the consideration (whether shares, cash, or other securities or property) received in the M&A Transaction by holders of Shares of the Company for each Share held on the effective date of the Transaction, or any type of consideration determined by the Administrator, at its sole discretion, including a cashless exercise method.
"Consultant"	means an Israeli resident who is not entitled to receive Awards under Section 102, on behalf of whom an Award is Granted under Section 3i.
"Control" or "Controlled"	For purposes of this definition and the Plan, the term "control" (and correlative terms) shall mean the ability to direct the activity of a Person, and a Person shall be presumed to control another Person if he holds 10% or more of (1) the voting rights at a general meeting (or the equivalent governing body) of a Person; (2) the right to appoint directors (or the equivalent governing body) of a Person.
"Disability"	means total and permanent physical or mental impairment or sickness of a Participant, making it impossible for the Participant to continue such Participant's employment with or service to the Company or Affiliate.
"Exercise" "Exercised"	Exercise, exercised and words of similar import, when referring to an Award that does not require exercise or that is settled upon vesting (such as may be the case with RSUs or Restricted Shares, if so determined in their terms), shall be deemed to refer to the vesting of such an Award (regardless of whether or not the wording included reference to vesting of such an Awards explicitly).
"Exercise Price"	means, the price determined by the Administrator in accordance with Section 7.1 below which is to be paid to the Company in order to exercise a Granted Option and convert such into an Underlying Share, or the purchase price for each Share covered by any other Award.
"Fair Market Value"	Means, as of any date, the value of a Share determined as follows:

(i) If the Shares are listed on any established stock exchange or a national market system, including without limitation the Tel-Aviv Stock Exchange, the ASX, the NASDAQ National Market system, or the NASDAQ SmallCap Market of the NASDAQ Stock Market, the Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Board deems reliable. Without derogating from the above, solely for the purpose of determining the tax liability pursuant to Section 102(b)(3) of the Tax Ordinance, if at the Date of Grant the Company's shares are listed on any established stock exchange or a national market system or if the Company's shares will be registered for trading within ninety (90) days following the Date of Grant, the Fair Market Value of a Share at the Date of Grant shall be determined in accordance with the average value of the Company's shares on the thirty (30) trading days preceding the Date of Grant or on the thirty (30) trading days following the date of registration for trading, as the case may be;

(ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean between the high bid and low asked prices for the Shares on the last market trading day prior to the day of determination, or;

(iii) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Board

"Grant of Awards"	with respect to Awards, means the grant of Awards by the Company to a Participant pursuant to an Award Letter issued to the Participant.
"Holding Period"	means with regard to Awards Granted under Section 102, the period in which the Awards granted to a Participant or, upon exercise thereof the Underlying Shares, are to be held by the Trustee on behalf of the Participant, in accordance with Section 102, and pursuant to the Tax Track which the Company selects.
"IPO"	means the initial public offering of shares of the Company and the listing of such shares for trading on any recognized stock exchange or over-the-counter or computerized securities trading system.
"Law"	means the laws of the State of Israel as are in effect from time to time.
"M&A Transaction"	means a "Deemed Liquidation Event" or other similar terms defined in the Articles of Association of the Company, and in the absence of such definition each of the following events: (i) any merger, reorganization or consolidation of the Company with or into another incorporated Person, or the acquisition of the Company by another Person by means of any transaction or series of related transactions, except any such merger, reorganization or consolidation in which the issued shares of the Company as of immediately prior to such transaction continue to represent, or are converted into or exchanged for shares that represent, immediately following such merger, reorganization, or consolidation, at least a majority, by voting power, of the outstanding shares of the surviving or acquiring incorporated Person; or (ii) a sale or other disposition of all or substantially all of the shares or assets of the Company (including, for this purpose, a conveyance, sale or disposition, or a license of all or substantially all of the intellectual property rights of the Company, which has the effect or

economic impact similar to a sale of all or substantially all of the intellectual property rights of the Company), in a single transaction or a series of related transactions.

"Notice of Exercise"	shall have the meaning set forth in Section 7.4 below.
"Option"	means an option to purchase one Share of the Company.
"Non-Qualified Participant"	means any person who is not qualified to receive Awards under the provisions of Section 102, on behalf of whom an Award is Granted pursuant to Section 3i.
"Participant"	means an Qualified Participant, or a Non-Qualified Participant.
"Person"	means any individual, corporation, partnership, company, estate, trust, association or other organization or entity.
"Plan" or "Incentive Plan"	means this Share Incentive Plan, as may be amended from time to time.
"Qualified Participant"	an Israeli resident who is employed by the Company or its Affiliates, including an individual who is serving as a director or an office holder, but excluding any controlling stockholder according to the meaning ascribed to it in Section 32(9) of the Tax Ordinance, all in accordance with and subject to the provisions of Section 102 of the Tax Ordinance.
"Retirement"	means the termination of a Participant's employment as a result of his or her reaching the earlier of (i) the age of retirement as defined by Law; or (ii) the age of retirement specified in the Participant's employment agreement.
"Section 102"	means Section 102 of the Tax Ordinance.
"Section 102 Rules"	means the Income Tax Rules (Tax Relief for Issuance of Shares to Employees), 2003.
"Section 3(i)" or "Section 3(i) Rules"	means section 3(i) of the Israeli Tax Ordinance and the applicable rules thereto or under applicable regulations.
"Share(s)"	means an ordinary share(s) of the Company with par value of NIS 0.01 (or of such other class as determined by the Board).
"Tax Ordinance"	means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and any regulations, rules, orders or procedures promulgated thereunder.
"Tax Track"	means one of the tax tracks described under Section 102.
"Tax Provision"	means, with respect to the Grant of Awards, the provisions of one of the three Tax Tracks in Section 102, or the provisions of 3i.
"Term of the Awards"	means, with respect to Granted but unexercised Awards, the time period set forth in Section 9 below.
"Trustee"	means a Trustee appointed by the Company to hold in trust, Options and the Underlying Shares issued upon exercise of such Options, Restricted Shares or RSU's on behalf of Participants.
"Underlying Shares"	means Shares issued or to be issued upon exercise of Granted Awards, all in accordance with the Plan.

2.2. General. Without derogating from the meanings ascribed to the capitalized terms above, all singular references in this Plan shall include the plural and vice versa, and reference to one gender shall include the other, unless otherwise required by the context.

3. SHARES AVAILABLE FOR AWARDS

The total number of Underlying Shares reserved for issuance under the Plan and any modification thereof, shall be determined from time to time by the Board. Such number of Shares shall be subject to adjustment as required for the implementation of the provisions of the Plan, in accordance with Section 4.below 4

In the event that Awards granted under the Plan expire or otherwise terminate in accordance with the provisions of the Plan, such expired or terminated Awards shall become available for future Grants under the Plan.

4. ADJUSTMENTS

In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, may (in its sole discretion) adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award. Upon the occurrence of any such adjustment, references in this Plan to Shares and Underlying Shares shall be construed to mean the Shares of the Company subject to the Plan as so determined by the Administrator, following such adjustment.

In case of distribution of a cash dividend, so long as Shares deposited with the Trustee on behalf of a Participant are held in trust, the Company shall transfer to the Trustee the amount of dividend resulting from the Underlying Shares held by the Trustee for the benefit of Participants in accordance with the provisions of this Plan. The Trustee shall deduct all applicable taxes from the dividend amount and transfer the remaining dividend amount to such Participants.

5. ADMINISTRATION OF THE PLAN

5.1. Power. Subject to the Law, the Articles of Association of the Company, and any resolution to the contrary by the Board, the Administrator is authorized, in its sole and absolute discretion, to exercise all powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation, to determine:

- (a) the identity of the Participants in the Plan.
- (b) the number of Awards to be Granted for each Participant's benefit and the Exercise Price (subject to the approval of the Board if such approval is required by Law);
- (c) the time or times at which Awards shall be Granted;
- (d) whether, to what extent, and under what circumstances an Award may be settled, cancelled, forfeited, exchanged, or surrendered;
- (e) any terms and conditions in addition to those specified in the Plan under which an Award may be Granted; and
- (f) any measures, and to take actions, as deemed necessary or advisable for the administration and implementation of the Plan.
- (g) to interpret the provisions of the Plan and to take all actions resulting there from including without limitation;

- (h) subject to Section 7 to accelerate the date on which any Award under the Plan becomes exercisable;
- (i) to waive or amend Plan provisions relating to exercise of Awards, including exercise of Awards after termination of employment, for any reason; and
- (j) to amend any of the terms of the Plan, or any prior determinations of the Administrator;
- (k) to adopt supplements to the Plan, including without limitations in order to accommodate tax regime of foreign jurisdictions.
- (l) all decisions made by the Administrator with respect to the Plan, the interpretation thereof, shall be final and binding upon all Participants.

5.2. Limitations.

- (a) with respect to any action necessary for the administration of the Plan, which is under any applicable Law or the Company's Articles of Association, required to be taken by the Board, without any right of delegation, notwithstanding anything to the contrary herein, such action shall be taken by the Board.
- (b) Notwithstanding the provisions of Section 5.1 above, no interpretations, determinations or actions of the Administrator shall contradict the provisions of applicable Law

5.3. Admission to the Official List of ASX. If the Company shall be admitted to the ASX, the provisions of the ASX Listing Rules will apply to the Plan, and to the extent that the Plan and the ASX Listing Rules are inconsistent, the provisions of the ASX Listing Rules will prevail.

6. GRANT AND ALLOCATION OF AWARDS

6.1. Conditions for grant of Awards. Awards may be Granted at any time after:

- (a) the grant has been approved by the necessary corporate bodies of the Company; and
- (b) 30 days after a request for approval of the Plan has been submitted for approval to the Israeli Income Tax Authorities pursuant to the requirements of the Tax Ordinance; and
- (c) all other approvals, consents or requirements necessary by Law have been received or met.

6.2. Date of grant. The date on which Awards shall be deemed Granted under the Plan shall be the date the Administrator resolves to grant such Award or any future date determined as the effective date of a grant of an Award, if so expressly stated by the Administrator in its determination relating to the grant of an Award,, subject to the execution by the Participant of all such instruments required by the Company with respect to the Grant, and (with respect to all Awards issued to the Trustee) the timely delivery of all such instruments required by the Trustee with respect to the such Grant, in accordance with the provisions of the Tax Ordinance ("Date of Grant").

7. EXERCISE OF AWARDS

7.1. Exercise Price. The Exercise Price per Underlying Share deliverable upon the exercise of an Award shall be determined by the Administrator. The Exercise Price shall be set forth in the Award Letter.

7.2. Vesting Schedule. Unless otherwise determined by the Administrator (at its sole discretion), all Awards Granted on a certain date shall, subject to continued employment with or service to the Company or Affiliate by the Participant, become vested and exercisable in accordance with the following vesting schedule:

- (a) 25% of the Award shall vest on the first anniversary of the Commencement Date.
- (b) The remaining 75% of the Award shall vest (equally) on a quarterly basis, over 12 quarters as of the first anniversary of the Commencement Date.
- (c) In accordance with the above, all Award shall become fully vested by the Fourth anniversary of the Commencement Date.

The foregoing Vesting Schedule shall not apply to Performance Rights which shall be vested according to the Milestones specified in Section 29 herein.

7.3. Exercise of a portion of the Awards. The exercise of a portion of the Awards Granted shall not cause the expiration, termination or cancellation of the remaining unexercised Awards held by the Trustee on behalf of the Participant.

7.4. Manner Of Exercise. An Award may be exercised by and upon the fulfilment of the following:

- (a) Notice of Exercise

The signing by the Participant, and delivery to both the Company (at its principal office) and the Trustee (if the Awards are held by a Trustee), of an exercise notice form as prescribed by the Administrator, including but not limited to: (i) the identity of the Participant, (ii) the number of Awards to be exercised, and (iii) the Exercise Price to be paid (the "Notice of Exercise").

- (b) Exercise Price

The payment by the Participant to the Company, in such manner as shall be determined by the Administrator, of the Exercise Price with respect to all the Awards exercised, as set forth in the Notice of Exercise.

Notwithstanding the aforementioned, in the event the following payment method is included in the Award Letter or otherwise approved by the Administrator, the Exercise Price of each Award may be payable upon the exercise of part or all of vested Awards through a "Net Exercise" method so that the Participant will be entitle to receive pursuant to the exercise of the Awards only the number of Shares representing the benefit component in the Awards, based on the following formula, in exchange to paying only the par value of the Share. For the avoidance of doubt, according to this exercise method, the Participant will not actually pay the Exercise Price which is used only for calculating the benefit component.

Y = the number of vested exercisable Awards that the Participant wishes to exercise into Shares;

A = the Fair Market Value (as defined below) of the Share at the date of exercise;

B = the Exercise Price;

N = the par value of the Share.

- (c) Allocation of Shares

Upon the delivery of a duly signed Notice of Exercise and the payment to the Company of the Exercise Price with respect to all the Awards specified therein, the Company shall issue the Underlying Shares to the Trustee (according to the applicable Holding Period) or to the Participant, as the case may be.

- (d) Expenses

All costs and expenses including broker fees and bank commissions, derived from the exercise of Awards or Underlying Shares, shall be borne solely on the Participant.

8. **WAIVER OF AWARD RIGHTS**

At any time prior to the expiration of any Granted (but unexercised) Awards, a Participant may waive

his rights to such Award by a written notice to the Company's principal office. Such notice shall specify the number of Awards Granted, which the Participant waives, and shall be signed by the Participant.

Upon receipt by the Company of a notice of waiver of such rights, such Awards shall expire and shall become available for future Grants under the Plan.

9. TERM OF THE AWARDS

Unless earlier terminated pursuant to the provisions of this Plan, all Granted but unexercised Awards shall expire and cease to be exercisable at 5:00 p.m. Israel time on the 10th anniversary of the Date of Grant.

10. TERMINATION OF ENGAGEMENT

10.1. Termination of Engagement. If a Participant ceases to be an employee, director, officer or Consultant of the Company or Affiliate for any reason ("Termination of Engagement") other than death, Retirement, Disability or Cause, then any vested but unexercised Awards on the date of Termination of Engagement (as shall be determined by the Company or Affiliate, in its sole discretion), granted to Participant ("Exercisable Awards") may be exercised, if not previously expired, not later than the earlier of (i) 90 days after the date of Termination of Engagement; or (ii) the Term of the Awards.

All other Awards granted for the benefit of Participant shall expire upon the date of Termination of Engagement.

10.2. Termination for Cause. If subsequent to the Participant's Termination of Engagement, but prior to the exercise of Awards Granted to such Participant, the Administrator determines that either prior or subsequent to the Participant's Termination of Engagement, the Participant engaged in conduct which would constitute Cause, then the Participant's right to exercise the Awards Granted to such Participant shall immediately cease upon such determination, and the Awards shall thereupon expire.

If at any time, the Administrator determines that the Participant engaged in conduct which would constitute Cause, then any Underlying Shares issued to the Participant, whether held by the Participant or the Trustee, shall be subject to repurchase by the Company (or anyone designated by the Company), for no consideration, or for the exercise price actually paid to the Company with respect to such Underlying Shares, all subject to applicable Law. In any case whereby the Participant fails to transfer such Underlying Shares to the Company, the Company may take any action the Company deems fit in order to affect such transfer (by virtue of forfeit, transfer, redemption or any other action), including without limitations authorize any party to execute any instrument so required on behalf of the Participant, in order to effect such transfer.

The determination by the Administrator as to the occurrence of Cause shall be final and conclusive for all purposes of this Plan.

10.3. Termination by Reason of Death, Retirement, or Disability. In the event of Termination of Engagement of a Participant by reason of death, Retirement, or Disability, any vested but unexercised Awards shall be exercisable in the case of death, by his or her estate, personal representative or beneficiary, or in the case of Retirement or Disability, by the Participant or his or her personal representative (as the case may be), until the earlier of (i) 180 days after the date of Termination of Engagement; or (ii) the Term of the Awards.

All other Granted Awards for the benefit of Participant shall expire upon the date of Termination of Engagement.

10.4. Exceptions. In special circumstances, pertaining to the Termination of Engagement of a certain Participant, the Administrator may in its sole discretion decide to extend any of the

periods stated above in Sections 10.1-10.3.

- 10.5. Transfer of Employment or Service. A Participant's right to Awards or the exercise thereof that were Granted to him or her under this Plan, shall not be terminated or expire solely as a result of the fact that the Participant's employment or service as an employee, officer, director or Consultant changes from the Company to an Affiliate or vice versa. Furthermore, the Administrator may determine that the transfer of a Participant from a status of an employee, officer or director to a status of a Consultant or from a status of a Consultant to a status of an employee, officer or director, shall not be deemed a Termination of Engagement for purposes hereof.

11. AWARDS AND TAX PROVISIONS

All Awards under this Plan shall be granted in accordance with one of the Tax Provisions as follows:

- The Company may grant Awards to Qualified Participants in accordance with the provisions of Section 102 and the Rules.
- The Company may Grant Awards to Non-Qualified Participants in accordance with the provisions of Section 3(i).

- 11.1. Tax Provision Selection. The Company shall elect under which Tax Provision each Award is Granted in accordance with any applicable Law and its sole discretion – i.e. the Company shall elect if to grant Awards to Participants under one of the three Section 102 Tax Tracks, or under the provisions of Section 3i. The Company shall notify each Participant in the Award Letter, under which Tax Provision the Awards are granted and, if applicable, under which Section 102 Tax Track, each Award is granted.

Awards granted according to Section 102 through a Trustee may either be classified as Capital Gains Track Through a Trustee or as Income Tax Track Through a Trustee.

For the avoidance of doubt, such Election shall not prevent the Company from granting Awards according to Section 102 without a Trustee simultaneously.

In the event the Administrator determines that the Company shall elect one of the Tax Tracks for grants of Section 102 Awards, all grants of Section 102 Awards made following such election, shall be subject to the elected Tax Track and the Company shall be entitled to change such election only following the lapse of one year from the end of the tax year in which Section 102 Awards are first granted under the then prevailing Tax Track or following the lapse of any shorter or longer period, if provided by law.

- 11.2. Section 102 Trustee Tax Tracks. If the Company elects to Grant Awards to Israeli Participants through (i) the Capital Gains Track Through a Trustee, or (ii) the Income Tax Track Through a Trustee, then, in accordance with the requirements of Section 102, the Company shall appoint a Trustee who will hold in trust on behalf of each Israeli Participant the granted Awards and the Underlying Shares issued upon exercise of such Awards in trust on behalf of each Israeli Participant. The Participant shall be bound by the trust agreement executed between the Company and any such trustee, including any amendment thereof.
- 11.3. Income Tax Track Without a Trustee. If the Company elects to Grant Awards to Israeli Participants according to the provisions of this track, then the Awards will not be subject to a Holding Period. However, upon exercise of Awards under this Tax Track, the Trustee shall hold such Underlying Shares for the benefit of the Israeli Participant in accordance with the provisions of Section 15 of this Plan.
- 11.4. Concurrent Conditions. The Holding Period of Section 102, if any, is in addition to the vesting period as specified in Section 7.2 of the Plan. The Holding Period and vesting 7.2 period may run concurrently, but neither is a substitute for the other, and each are independent terms and conditions for Awards Granted.

- 11.5. Trust Agreement. The terms and conditions applicable to the trust relating to the Tax Track selected by the Company, as appropriate, shall be set forth in an agreement signed by the Company and the Trustee (the "Trust Agreement").

12. RIGHTS AS A SHAREHOLDER

A Participant shall not have any rights as a shareholder with respect to Underlying Shares issued under this Plan, until such time as the Shares shall be registered in the name of the Participant in the Company's register of shareholders.

13. NO SPECIAL EMPLOYMENT RIGHTS

Nothing contained in this Plan shall confer upon any Participant any right with respect to the continuation of employment by or service to the Company or Affiliate or to interfere in any way with the right of the Company or Affiliate, to terminate such employment or service or to increase or decrease the compensation of the Israeli Participant.

14. RESTRICTIONS ON SALE OF AWARDS

- 14.1. Options. Options may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent.
- 14.2. Shares. No transfer of Underlying Shares shall be effective unless is made in compliance with the Articles of Association of the Company (as may be amended from time to time), including, without derogating from the generality of the above, the required approval of any transfer of Shares by the Board, right of first refusal, right of co-sale, and the right of bring along, all - to the extent exist under the Articles of Association of the Company. Without derogating from the aforesaid, all Underlying Shares shall be subject to restrictions set forth in any shareholders agreement (or other similar instrument) applicable to all or substantially all of the shareholders of the Company.
- 14.3. Restricted Shares. As stated on section 27(b) below.
- 14.4. Restricted Share units. As stated in section 28 below.
- 14.4. 14.4A. Performance Rights. As stated in Section 29 below.
- 14.5. M&A Transaction. In the event of an M&A Transaction, the outstanding (including the unexercised, vested, unvested or restricted) portion of each outstanding Award shall be assumed or substituted with an equivalent Award or the right to receive Consideration by the acquiring or successor corporation or an affiliate thereof, as shall be determined by such entity and/or the Administrator, subject to the terms hereof. In the event that the successor corporation or any affiliate thereof does not provide for such an assumption, and/or substitution of outstanding Awards and/or the provision of Consideration for outstanding Awards, then unless determined otherwise with respect to a specific outstanding Award, the Administrator shall have sole and absolute discretion to determine the effect of the M&A Transaction on the portion of Awards outstanding immediately prior to the effective time of the M&A Transaction, which may include any one or more of the following, whether in a manner equitable or not among individual Participants or groups of Participants: (i) all or a portion of the outstanding Awards shall become exercisable in full on a date no later than two (2) days prior to the date of consummation of the M&A Transaction, or on another date and/or dates or at an event and/or events as the Administrator shall determine at its sole and absolute discretion, provided that unless otherwise determined by the Administrator, the exercise and/or vesting of all Awards that otherwise would not have been exercisable and/or vested in the absence of an M&A Transaction, shall be contingent upon the actual consummation of the M&A Transaction; and/or (ii) that all or a portion or certain categories of the outstanding Awards shall be cancelled upon the actual consummation of the M&A Transaction, and instead the holders thereof will receive Consideration, or no consideration, in the amount and under the terms determined by the Administrator at its sole and absolute

discretion; and/or (iii) that an adjustment or interpretation of the terms of the Awards shall be made in order to facilitate the M&A Transaction and/or otherwise as required in context of the M&A Transaction.

- 14.6. Acceleration Provision. The Administrator, in its sole discretion, may decide to add a provision in certain Award Letters, according to which in case of an M&A Transaction, all or some of the unvested Awards, shall automatically accelerate.
- 14.7. Lock Up. Notwithstanding the Holding Period, following the Company's IPO, the Administrator may determine that the Underlying Shares issued pursuant to the exercise of Awards may be subject to a lock-up period of 180 days, or such longer period of time as may be recommended by the Board, during which time Participants shall not be allowed to sell Shares.

15. VOTING

Until consummation of the Company's IPO, Shares issued to a Participant or to the Trustee for the benefit of a Participant, shall be voted by an irrevocable proxy assigned to a person appointed by the Board as a representative (the "Representative").

- (a) The Board may, at its discretion, replace the Representative from time to time.
- (b) Shares subject to proxy shall be voted by the Representative on any issue or resolution brought before the shareholders of the Company as instructed by the Board.
- (c) Each Participant, upon execution of the irrevocable proxy specified above, undertakes to hold the Representative harmless from any and all claims related or connected to said proxy.
- (d) The Representative shall be indemnified and held harmless by the Company against any cost or expense (including attorneys' fees) reasonably incurred by the Representative, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of the Shares subject to proxy, unless arising out of the Representative's own fraud or gross negligence, to the extent permitted by applicable Law. In the event the Representative shall have indemnification by virtue of other functions or services he or she performs for the Company or Affiliate (whether by agreement, insurance policy or decision of the appropriate corporate body (ies) of the Company and/or Affiliate) , this indemnification shall be in addition to any such other indemnification.

16. TAX MATTERS

This Plan shall be governed by, and shall conform with and be interpreted so as to comply with, the requirements of the Ordinance and any written approval from any relevant Tax Authorities. All tax consequences under any applicable Law (other than stamp duty) which may arise from the Grant or Allocation of Awards, from the exercise thereof or from the holding or sale of Underlying Shares (or other securities issued under the Plan) by or on behalf of the Participant, shall be borne solely by the Participant. The Participant shall indemnify the Company and/or Affiliate, as the case may be, and hold them harmless, against and from any liability for any such tax or any penalty, interest or indexing.

If the Company elects to grant Awards according to the provisions of the Income Tax Track Without a Trustee (Section 11.3 of this Plan), and if prior to the exercise of any and/or all of these Awards, such Israeli Participant ceases to be an employee, director, or officer of the Company or Affiliate, the Israeli Participant shall deposit with the Company a guarantee or other security as required by law, in order to ensure the payment of applicable taxes upon the Exercise of such Awards.

17. WITHHOLDING TAXES

Whenever an amount with respect to withholding tax relating to Awards s Granted to a Participant and/or Underlying Shares issued upon the exercise thereof is due from the Participant and/or the

Company and/or an Affiliate, the Company and/or an Affiliate shall have the right to demand from a Participant such amount sufficient to satisfy any applicable withholding tax requirements related thereto, and whenever Shares or any other non-cash assets are to be delivered pursuant to the exercise of an Awards, or transferred thereafter, the Company and/or an Affiliate shall have the right to require the Participant to remit to the Company and/or to the Affiliate, or to the Trustee an amount in cash sufficient to satisfy any applicable withholding tax requirements related thereto. If such amount is not timely remitted, the Company and/or the Affiliate shall have the right to withhold or set-off (subject to Law) such Shares or any other non-cash assets pending payment by the Participant of such amounts.

With regard to Awards Granted to Israeli Participants - until all taxes have been paid in accordance with Rule 7 of the Section 102 Rules, Awards and/or Underlying Shares may not be sold, transferred, assigned, pledged, encumbered, or otherwise wilfully hypothecated or disposed of, and no power of attorney or deed of transfer, whether for immediate or future use may be validly given. Notwithstanding the foregoing, the Awards and/or Underlying Shares may be validly transferred in accordance with Section 20 below, provided that the transferee thereof shall be subject to the provisions of Section 102 and the Section 102 Rules as would have been applicable to the deceased Israeli Participant were he or she to have survived.

18. NO TRANSFER OF AWARDS

The Trustee shall not transfer Awards to any third party, including a Participant, except in accordance with instructions received from the Administrator.

19. TRANSFER OF RIGHTS UPON DEATH

No transfer of any right to an Awards or Underlying Share issued upon the exercise thereof by will or by the laws of descent shall be effective to bind the Company unless the Company shall have been furnished with the following signed and notarized documents:

- (a) A written request for such transfer and a copy of the legal documents creating and confirming the right of the person acting with respect to the Participant's estate and of the transferee;
- (b) A written consent by the transferee to pay any amounts in connection with the Awards and Underlying Shares any payment due according to the provisions of the Plan and otherwise abide by all the terms of the Plan; and
- (c) any such other evidence as the Administrator may deem necessary to establish the right to the transfer of the Award or Underlying Share issued upon the exercise thereof and the validity of the transfer.

20. NO RIGHT OF OTHERS TO AWARDS

Subject to the provisions of the Plan, no person other than the Participant shall have any right with respect to Awards Granted to the Participant's under the Plan.

21. EXPENSES AND RECEIPTS

The expenses incurred in connection with the administration and implementation of the Plan (including any applicable stamp duty) shall be borne by the Company. Any proceeds received by the Company in connection with the exercise of any Award may be used for general corporate purposes.

22. REQUIRED APPROVALS

The Plan is subject to the receipt of all approvals required under the Ordinance and the Law.

23. APPLICABLE LAW

This Plan and all documents delivered or executed by the Company or Affiliate in connection herewith shall be governed by, and construed and administered in accordance with the Law.

24. TREATMENT OF PARTICIPANTS

There is no obligation for uniformity of treatment of Participants.

25. NO CONFLICTS

In the event of any conflict between the terms of the Plan and the Award Letter, the Plan shall prevail, unless the Award Letter stated specifically that the conflicting provision in the Award Letter shall prevail.

26. PARTICIPANT UNDERTAKINGS

By entering into this Plan, the Participant shall (1) agree and acknowledge that he or she have received and read the Plan and the Award Letter; (2) undertake all the provisions set forth in: Section 3i or Section 102 as applicable (including provisions regarding the applicable Tax Track that the Company has selected), the Plan, the Award Letter and the Trust Agreement (if applicable); and (3) if the Options are Granted under Section 102, the Israeli Participant shall undertake that subject to the provisions of Section 102 and the Rules, he or she shall not to sell or release the Underlying Shares from trust before the end of the Holding Period (if any). Any and all rights underlying Award Granted under Section 102 shall be issued to the Trustee and held thereby until the lapse of the Holding Period, and such rights shall be subject to the Tax Track which is applicable to such Exercised Shares

27. RESTRICTED SHARES.

The Board may award Restricted Shares to any Participant, including under Section 102. Each Award of Restricted Shares under this Plan shall be evidenced by an Award Letter, in such form as the Board shall from time to time approve. The Restricted Shares shall be subject to all applicable terms of this Plan, which in the case of Restricted Shares granted under Section 102 shall include Section 11 11 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Shares Award Letters under this Plan need not be identical. The Restricted Share Award Letters shall comply with and be subject to the Plan unless otherwise specifically provided in such Award Letter and not inconsistent with this Plan, or applicable Law:

- (a) **Purchase Price.** Each Restricted Share Award Letter shall state an amount of Exercise Price to be paid by the Participant, if any, in consideration for the issuance of the Restricted Shares and the terms of payment thereof, which may include, payment in cash or by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Board.
- (b) **Restrictions.** Restricted Shares may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution (in which case they shall be transferred subject to all restrictions then or thereafter applicable thereto), until such Restricted Shares shall have vested (the period from the date on which the Award is granted until the date of vesting of the Restricted Share thereunder being referred to herein as the "Restricted Period"). The Board may also impose such additional or alternative restrictions and conditions on the Restricted Shares, as it deems appropriate, including the satisfaction of performance criteria. Such performance criteria may include, but are not limited to, sales, earnings before interest and taxes, return on investment, earnings per share, any combination of the foregoing or rate of growth of any of the foregoing, as determined by the Committee or pursuant to the provisions of any Company policy required under mandatory provisions of applicable Law. Certificates for shares issued pursuant to Restricted Share Awards shall bear an appropriate legend referring to such restrictions, and any attempt to dispose of any such shares in contravention of such restrictions shall be null and void and without effect. Such certificates may, if so determined by the Board, be held in escrow by an escrow agent appointed by the Board, or, if a Restricted Share Award is made pursuant to Section 102, by the Trustee. In determining the Restricted Period of an Award the Board may provide that the foregoing restrictions shall lapse with respect to specified percentages of the awarded Restricted

Shares on successive anniversaries of the date of such Award. To the extent required by the Ordinance, the Restricted Shares issued pursuant to Section 102 shall be issued to the Trustee in accordance with the provisions of the Ordinance and the Restricted Shares shall be held for the benefit of the Participant for such period as may be required by the Ordinance.

- (c) Forfeiture; Repurchase. Subject to such exceptions as may be determined by the Board, if the Participant's continuous employment with or service to the Company or any Affiliate thereof shall terminate for any reason prior to the expiration of the Restricted Period of an Award or prior to the timely payment in full of the Exercise Price of any Restricted Shares, any Shares remaining subject to vesting or with respect to which the purchase price has not been paid in full, shall thereupon be forfeited, transferred to, and redeemed, repurchased or cancelled by, as the case may be, in any manner as set forth in this Plan, subject to applicable Laws and the Participant shall have no further rights with respect to such Restricted Shares.
- (d) Ownership. During the Restricted Period the Participant shall possess all incidents of ownership of such Restricted Shares, subject to Section 15 and Section (b) 15(B), including the right to vote and receive dividends with respect to such Shares. All securities, if any, received by a Participant with respect to Restricted Shares as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be subject to the restrictions applicable to the original Award.

28. RESTRICTED SHARE UNITS

An RSU is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. An RSU may be awarded to any Participant, including under Section 102, provided that, to the extent required by applicable Law, a specific ruling is obtained from the Israeli Income Tax Authority to grant RSUs as 102 Trustee Awards. Award Letter relating to the grant of RSUs under this Plan, shall be in such form as the Board shall from time to time approve. The RSUs shall be subject to all applicable terms of this Plan, mutatis mutandis, which in the case of RSUs granted under Section 102 shall include Section 11 hereof, and may be subject to any other terms 11 that are not inconsistent with this Plan. The provisions of the various Award Letters need not be identical. RSUs may be granted in consideration of a reduction in the Participant's other compensation.

- (a) Exercise Price. No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Letter or as required by applicable Law.
- (b) Shareholders' Rights. The Participant shall not possess or own any ownership rights in the Shares underlying the RSUs and no rights as a shareholder shall exist prior to the actual issuance of Shares in the name of the Participant.
- (c) Vesting of RSUs. Shares shall be issued to or for the benefit of Participant promptly following each vesting date determined by the Administrator, provided that Participant is still engaged by the Company on the applicable vesting date. After each such vesting date the Company shall promptly cause to be issued for the benefit of Participant Shares with respect to RSUs that became vested on such vesting date. It is clarified that no Shares shall be issued pursuant to the RSUs to Participant until the vesting criteria determined by the Administrator is met.
- (d) Settlements of Awards. Settlement of vested RSUs shall be made in the form of Shares. Distribution to a Participant of an amount (or amounts) from settlement of vested RSUs can be deferred to a date after settlement as determined by the Board. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until the grant of RSUs is settled, the number of Shares underlying such RSUs shall be subject to adjustment pursuant hereto, mutatis mutandis.

29. PERFORMANCE RIGHTS

A Performance Right is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. A Performance Right may be awarded to any Participant, including under Section 102, provided that, to the extent required by applicable Law, a specific ruling is obtained from the Israeli Income Tax Authority to grant Performance Rights as 102 Trustee Awards. Award Letter relating to the grant of Performance Rights under this Plan, shall be in such form as the Board shall from time to time approve. The Performance Rights shall be subject to all applicable terms of this Plan, mutatis mutandis, which in the case of Performance Rights granted under Section 102 shall include section 11 hereof, and may be subject to any other terms 11 that are not inconsistent with this Plan. Performance Rights may be granted in consideration of a .reduction in the Participant's other compensation

- (a) Exercise Price. No payment of Exercise Price shall be required as consideration for Performance Rights, unless included in the Award Letter or as required by applicable Law.
- (b) Shareholders' Rights. The Performance Rights shall entitle the Participant holding them to:
 - (i) receive notices of General Meetings of the Company; (ii) receive financial reports and accounts of the Company that are circulated to Shareholders of the Company; and (iii) the right to attend General Meetings of the Shareholders of the Company. Performance Rights shall not include: (i) the right to vote as a Shareholders of the Company, except in matters concerning to: (a) the amendment of the rights attached to the Performance Rights; and (b) as otherwise required by law; (ii) the right to receive dividends; (iii) entitlement to return of capital in winding up, upon a reduction of capital or otherwise; (iv) the right to participate in the surplus profits or assets of the Company upon the winding up of the Company; or (v) the right to participate in new issues of capital offered to Shareholders such as bonus issues and entitlement issues.
- (c) Vesting of Performance Rights.
 - (i) Vesting upon Satisfaction of Milestones. Subject to sections 29(c)(ii), 29(c)(iii), 29(c)(iv) and 29(c)(v) below Performance Rights will vest if and when the following Milestones are achieved: (i) a Sale and Purchase Agreement is executed with a Manufacturer or Integrator for the Innovendi Kit; (ii) there is a direct sale of the Innovendi Kit to a customer; or (iii) a Distribution Agreement is executed between the Company and a distributor(collectively, "Milestones" or "Strategic Agreements") and the minimum number of units of the Innovendi Kit are sold in the relevant Milestone Region.

For the purpose hereof, the following terms shall have the following meaning:

"Sale and Purchase Agreement" means an agreement entered into with a Manufacturer or Integrator which has a duration of at least one year.

"Manufacturer" means a vendor who manufactures products such as autonomous vending machines that the Innovendi Kit can be incorporated into as part of the product.

"Integrator" means a party who works with a variety of vendors to assemble products such as autonomous vending machines which can incorporate the Innovendi Kit in the product assembly.

""Innovendi Kit" means the Company's product which consists of the following hardware: (a) four load cells for every shelf on the customer product; (b) an electronic weighing board for every shelf in the customer product; (c) a central control board, and (d) a computer unit, and the following software: (e) operating software, (f) algorithm control; and (g) data analysis.

"Distribution Agreement" means an agreement entered into with a distributor which has a duration of at least one year.

- (ii) Milestone Regions. The number of the Participant's Performance Rights which vest upon a

Milestone being achieved is dependent upon the country or region in which the Milestone is achieved ("Milestone Regions"), as follows:

Milestone Region	Percentage of a Participant's Performance Rights which will vest when a Strategic Agreement is executed	Milestone reached when selling minimum number of units per territory
Israel	10%	800
China	25%	2,000
US	25%	2,000
Western Europe	30	2,400
Australia	5%	400
Eastern Europe (outside of Western Europe)*	5%	400

(iii) Vesting upon a change of control. Subject to section 29(c)(v) below, and notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either: (i) a tender offer being made under the Israeli Companies Law, 1999 (the "Companies Law"), in respect of the Company and the offeror has acquire more than 50% of the voting rights in the Company; or (ii) the Company entering into a merger transaction under the Companies Law which results in a change in control of the Company or its amalgamation with any other company or companies, the Performance Rights will vest, provided that the total number of Performance Rights then on issue that will so vest is capped at 10% of the Shares on issue immediately following vesting under this Section. In the event that the 10% cap is applicable, the vesting will be completed on a pro-rata basis for each Participant holding Performance Rights. Performance Rights that do not vest under this paragraph will continue to be held by the Participant on the same terms and conditions.

(iv) Deferral if a prohibited acquisition of Shares. If the vesting of a Performance Right and issue or transfer of Shares under this section 29 would result in any Participant being in contravention of the Companies Law, then the Performance Rights will vest, but the issue or transfer of those Shares shall be deferred until such later time or times that the issue or transfer would not result in a contravention of the Companies Law.

In assessing whether an issue or transfer of Share would result in a contravention of the Companies Law:

1. Participants may give written notice to the Company if they consider that the issue or transfer of a Share may result in a contravention of the companies Law; or
2. If the Company deems that such issuance of shares may result in a contravention of the Companies Law, the Company may, at its sole discretion, send a written notice to the Participant requesting the Participant to provide, within seven (7) days as of the Company's notice, a notice stating if the issuance or transfer of Shares may result in a contravention of the Companies Law (in this Section 29 – a "Participant's Notice"). Failure to provide a Participant's Notice within the aforementioned period, shall be considered as an approval by the Participant that the vesting of a Performance Right, or issuance or transfer of Shares will not result in a contravention of the Companies Law.

(v) Vesting Procedure. The Vesting Procedure of Performance Rights shall be as follows:

- a. As soon as reasonably practicable after each applicable Measurement Date (as

defined below), the Board shall determine in respect of each Participant entitled to Performance Rights, as at that Measurement Date:

- i. Whether, and to what extent, the applicable Milestone as set out in sections 29(c)(i) and 29(c)(ii) above, up to the Measurement Date, have been satisfied;
- ii. The Number of Performance Rights (if any) that will become vested at the Measurement Date; and
- iii. The number of Performance Rights (if any) that will lapse as a result of non-satisfaction of the Milestone as at the Measurement Date.

And shall provide written notification to each Participant as to that determination.

For purpose hereof the term "Measurement Date" shall mean 31 March, 30 June, 30 September and 31 December of each year.

- b. Subject to section 29(c)(iv), upon determination of the vested Performance Rights as aforesaid, the Company will:
 - i. Issue the relevant number of Shares to the Participant; or
 - ii. Arrange for those Shares to be acquired on market and delivered to the Participant for no consideration, and will cause to be issued to the Participant a new holding statement for any such issued or transferred Share, within ten (10) Business Days as of the relevant Measurement Date.
- c. A Performance Right can only vest before the Condition Date (as defined below) and if, at the time of vesting, it is a vested Performance Right that has not lapsed under section 29(d) below.

(d) Lapsing of Performance Rights. To the extent it has not vested, the Performance Rights held by a Participant shall lapse upon the earlier of:

d. If the relevant Milestone is not achieved within 5 years following the date of issuance ("Condition Date"); or

e. The day the Board determines that the Performance Right lapses under section 29(e) below.

(e) Fraudulent or dishonest acts. If in the opinion of the Board a Participant holding Performance Rights acts fraudulently or dishonestly or is in material breach of his or her obligations to the Company the Board may in its absolute discretion determine that all the Performance Rights held by such Participant will lapse and the Board's decision will be final and binding.


(f) Restrictions on Transfer. Except on death of the Participant holding the Performance Rights under section 29(h) below the Performance Rights may not be transferred, assigned or novated except with the approval of the Board.


(g) Reorganization. If at any time the issued capital of the Company is reconstructed, all rights of a Participant holding the Performance Rights will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of such reorganization.

(h) Deceased Holders. In the event of Termination of Engagement of a Participant by reason of death, all unexercised Awards which would be granted in accordance with Appendix B of the prospectus published by the Company prior to its IPO shall be exercisable, by his or her estate, personal representatives or beneficiary, until the earlier of (i) 180 days after the date of Termination of Engagement; or (ii) the Term of the Award.

(i) In the event that the Company terminates employment with the Company, other than termination for Cause (as defined above), all unvested performance rights which would be granted in accordance with Appendix B of the prospectus published by the Company prior to its IPO shall become fully vested.

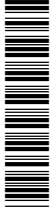
Need assistance?

 **Phone:**
1300 850 505 (within Australia)
+61 3 9415 5000 (outside Australia)

 **Online:**
www.investorcentre.com/contact

SBW

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030



Shekel Brainweigh Ltd Annual and Extraordinary General Meeting

The Shekel Brainweigh Ltd Annual and Extraordinary General Meeting will be held on Wednesday, 22 May 2024 at 5:00pm (AEST). You are encouraged to participate in the meeting using the following options:



MAKE YOUR VOTE COUNT

To lodge a proxy, access the Notice of Meeting and other meeting documentation visit www.investorvote.com.au and use the below information:



Control Number: 999999
SRN/HIN: I9999999999
PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

For your proxy appointment to be effective it must be received by 5:00pm (AEST) on Monday, 20 May 2024.



ATTENDING THE MEETING VIRTUALLY

To view the live webcast and ask questions on the day of the meeting you will need to visit **insert link to webcast**

To vote online during the meeting you will need to visit <https://meetnow.global/MF4F6Q7>
For instructions refer to the online user guide www.computershare.com.au/onlinevotingguide



ATTENDING THE MEETING IN PERSON


The meeting will be held at:
MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000


You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

SBW

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Need assistance?

 **Phone:**
1300 850 505 (within Australia)
+61 3 9415 5000 (outside Australia)

 **Online:**
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **5:00pm (AEST) on Monday, 20 May 2024.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 999999

SRN/HIN: I999999999

PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Shekel Brainweigh Ltd hereby appoint

the Chairman of the Meeting OR

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual and Extraordinary General Meeting of Shekel Brainweigh Ltd to be held at MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000 and as a virtual meeting on Wednesday, 22 May 2024 at 5:00pm (AEST) and at any adjournment or postponement of that meeting.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Item 1	Election of Mr Sagi Cohen as an executive Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 2	Approval of the appointment of Mr Sagi Cohen in a combined role of Chairman of the Board and Chief Executive Officer of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 3	Approval of the Terms of Compensation for Mr Sagi Cohen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 4	Re-election of Mr Isaac Raviv as an external Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 5	Re-election of Mr Shlomo Anikster as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 6	Re-election of Mrs Tzipi Avioz as an external Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 7	Re-election of Mr Gilead Sher as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 8	ASX Listing Rule 7.1A approval of future issue of Equity Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 9	Ratification of prior issue of 7,500,000 Tranche 2 Lender Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 10	Renewal of Share Incentive Plan and approval of the issue of securities thereunder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 11	Approval for issuance of unlisted options to related parties of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

SBW

3 0 8 3 1 3 A



Computershare





Shekel Brainweigh Ltd
ARBN 625 669 445

SBWRM

MR RETURN SAMPLE
123 SAMPLE STREET
SAMPLE SURBURB
SAMPLETOWN VIC 3030

Dear Securityholder,

We have been trying to contact you in connection with your securityholding in Shekel Brainweigh Ltd. Unfortunately, our correspondence has been returned to us marked "Unknown at the current address". For security reasons we have flagged this against your securityholding which will exclude you from future mailings, other than notices of meeting.

Please note if you have previously elected to receive a hard copy Annual Report (including the financial report, directors' report and auditor's report) the dispatch of that report to you has been suspended but will be resumed on receipt of instructions from you to do so.

We value you as a securityholder and request that you supply your current address so that we can keep you informed about our Company. Where the correspondence has been returned to us in error we request that you advise us of this so that we may correct our records.

You are requested to include the following;

- > Securityholder Reference Number (SRN);
- > ASX trading code;
- > Name of company in which security is held;
- > Old address; and
- > New address.

Please ensure that the notification is signed by all holders and forwarded to our Share Registry at:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne Victoria 3001
Australia

Note: If your holding is sponsored within the CHESS environment you need to advise your sponsoring participant (in most cases this would be your broker) of your change of address so that your records with CHESS are also updated.

Yours sincerely

Shekel Brainweigh Ltd