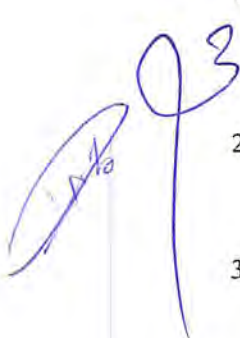


SHEKEL SCALES (2008) LTD.
The "Company"

Award Letter

To the Optionee, Eliran Vaknin, holder of Israeli identity card number 301367041, residing at [REDACTED]
[REDACTED]

- 
1. You are hereby notified that on March 11, 2018 the Board of Directors of the Company (the "**Board**") has resolved to grant you 672 options, each to purchase one (1) Ordinary Share of the Company, nominal value of NIS 0.01 each (the "**Options**"), at an exercise price per Ordinary Share of ~~NIS 0.01~~ (the "**Purchase Price**").
A\$ 0.2
 2. 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.
 3. The Options, Ordinary Shares resulting from their exercise ("**Ordinary Shares**") and any additional rights including bonus shares, which may be distributed to you in connection with the Options ("**Additional Rights**"), shall be allocated on your behalf to the Trustee – IBI Trust Management Ltd. (the "**Trustee**"). Collectively, the Ordinary Shares and the Additional Rights shall be referred to as the "**Shares**".
 4. The Options and Shares shall be allocated on your behalf to the Trustee under the provisions of the Capital Gains Tax Track and will be held by the Trustee for the period stated in Section 102 of the Income Tax Ordinance, 1961 and the Income Tax Regulations (Tax Relieves in Allocation of Shares to Employees), 2003 promulgated thereunder, as such Section and regulations may be amended from time to time ("**Section 102**").
 5. The Options and Shares are granted to you and allocated to the Trustee according to the provisions of Section 102, the 2018 Share Incentive Plan adopted by the Company ("**Plan**") and the Trust Agreement signed between the Company and the Trustee (the "**Trust Agreement**"), all being attached herewith and made an integral part of this Award Letter. The Options and Shares allocated on your behalf to the Trustee shall be subject to all the provisions and limitations of Section 102. A copy of the Plan is attached to this Award Letter as Exhibit A.
 6. Any term not specifically defined in this Award Letter shall have the meaning ascribed thereto in the Plan, Section 102, the Company's Articles of Association in effect from time to time (the "**Articles of Association**") and in any other document to which reference may be made in the Plan and the Articles of Association.
 7. Unless otherwise determined by the Administrator, all Options granted to you on this date shall, subject to your continued employment with or service to the Company or Affiliate, become vested and exercisable in accordance with the vesting schedule detailed below. The vesting shall be over a period of four (4) years, and the commencement date of your vesting schedule is March 11, 2018 (the "**Commencement Date**").
 - (A) 25% of the Options shall vest on the first anniversary of the Commencement Date (the "**Cliff Date**").
 - (B) An additional 75% of the Options shall vest in twelve (12) consecutive equal installments upon the lapse of each three-month period following the Cliff Date.
 - (C) In accordance with the above, all Options shall become fully vested by the fourth anniversary of the Commencement Date.
 - (D) Notwithstanding the foregoing, subject to the consummation of an M&A

Transaction (as defined in the Plan) and subject to your continued employment with the Company until the consummation of such M&A Transaction, the vesting of all then unvested Options (the "**Accelerated Options**") shall accelerate and such Accelerated Options will become vested and exercisable immediately prior to the consummation of such M&A Transaction.

- (E) Notwithstanding the foregoing, in the event that the Company terminates your employment with the Company, other than termination for Cause (as defined below), all unvested Options shall become fully vested.

For the purpose of this Award Letter, "Cause" shall mean any of the following: (i) theft, embezzlement, self-dealing or the violation of confidentiality, non-competition and intellectual property obligations towards the Company; (ii) any willful misconduct or act in bad faith, or any other breach of a fiduciary duty, towards the Company or any of its subsidiaries with and related to your engagement by the Company; or (iii) if you commit a felony or perpetrates a fraud against the Company and/or any of its subsidiaries; or (iv) if you act in a manner which, under Israeli law, would not entitle you to severance pay from the Company.

8. **Method of Exercise.** You may exercise all or part of any Options that have, at the time of such exercise, vested in you in accordance with the foregoing vesting schedule, by delivery of an exercise notice in the form attached as **Exhibit B** to this Award Letter (the "**Exercise Notice**"), and such other representations and agreements as may be reasonably required by the Company for such purposes. In addition to the foregoing, you hereby agree and undertake to sign any and all documents that may be required by law and/or by the Trustee for the purpose of exercising the Options. In order for the Exercise Notice to become effective, the Exercise Notice must be accompanied by (1) payment of the aggregate Purchase Price for the number of Shares to be purchased, and (2) payment of the aggregate withholding taxes due with respect to the exercised Shares, if applicable. Options shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Purchase Price and withholding taxes due with respect to the exercised Shares, if applicable, all as set forth herein.
9. No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with applicable laws. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice before the issuance thereof, then the date of their issuance shall be extended for the period necessary to take such action.
10. **Notification to Trustee.** The Company will notify the Trustee of any exercise by you of all or part of your Options as set forth in the Exercise Notice(s). If the exercise and such notification are delivered during the Restricted Period, the Shares issued upon the exercise of the Option shall be issued directly to the Trustee, and shall be held by the Trustee in trust on your behalf. In the event that such exercise and notification are delivered after the Restricted Period, the Shares issued upon the exercise of the Option shall be transferred either to the Trustee or to you directly, at your election, provided however that in the event you elect to receive the Shares directly to your possession, the transfer thereof shall be subject to the payment by you of the applicable taxes you may be liable to pay according to applicable law.
11. **Voting Rights.** Pursuant to the terms set forth in the Plan, and, when applicable, subject to the provisions of Section 102, any Shares issued at grant of Options or exercise of Options (and securities of the Company issued with respect thereto), shall be voted, at the Company's sole discretion, until the earlier of: (i) consummation of an IPO; or (ii) in case the IPO shall not be consummated beforehand, June 30, 2019, by an irrevocable proxy, in the form attached hereto as **Exhibit C** (the "**Proxy**"), such Proxy to be assigned to the CEO or to any other officer or director of the Company designated by the Board (the "**Proxy Holder**"), who will act, instead of you and on your behalf, with respect to any and all aspects of your shareholdings in the Company. The Proxy Holder shall vote the Shares and/or execute any written instruments relating to the Shares and the Proxy shall be used to vote and take actions (whether in writing or not) in the same manner as the votes or the actions of the majority of the other shareholders of the Company present and voting at

the applicable meeting, or with respect to the applicable action.

12. The Options are granted to you on condition that you sign the 'Approval of the Optionee' set forth and detailed below.
13. In the event of a conflict between the terms and conditions of the Plan and this Award Letter, other than with respect to the vesting schedule and Purchase Price, the terms and conditions of the Plan shall prevail. In the event of a conflict between the terms and conditions of the Plan and this Award Letter vis-à-vis the Trust Agreement, then the provisions of the latter shall prevail and take precedence. If there is a conflict between the terms of the Plan and any provision of the Ordinance, then the provisions of the Ordinance shall govern and prevail. A copy of the Trust Agreement is attached hereto as **Exhibit D**.


SHEKEL SCALES (2008) LTD.

Name: Barak Nir
Title: Member of the board of directors of the company

APPROVAL OF THE OPTIONEE:

I, the undersigned, hereby agree that all the Options and Shares granted to me, shall be allocated to the Trustee under provisions of the Capital Gains Tax Track and shall be held by the Trustee for the period stated in Section 102 and in accordance with the provisions of the Trust Agreement and the Plan, or for a shorter period if an approval therefor is received from the tax authorities.

I am aware of the fact that upon termination of my employment with the Company, I shall not have a right to the Options, except as specified in the Plan.

I hereby confirm that:

1. I have read the Plan and I understand and accept its terms and conditions. I am aware of the fact that the Company agrees to grant me the Options based on my confirmations contained herein; I further represent that I understand and undertake to comply with all of the provisions of the Plan.
2. I understand the provisions of Section 102 and the applicable tax track of this grant of Options. I further understand that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
3. I agree to the terms and conditions of the Trust Agreement.
4. Subject to the provisions of Section 102, I confirm that I shall not sell nor transfer the Options and/or Shares from the Trustee until the end of the Restricted Period, as such term is defined in Section 6.1 of the Plan.
5. If I shall sell or withdraw the Shares from the Trustee and the trust thereunder before the end of the Restricted Period (a "**Violation**"), either (A) I shall fully reimburse the Company, within three (3) days of its demand, for the employer portion of the payment by the Company to the National Insurance Institute plus linkage and interest in accordance with applicable law, as well as any other expense that the Company shall have to bear as a result of the said Violation, or (B) I agree that the Company may, in its sole discretion, deduct the foregoing amounts directly from any monies to be paid to me as a result of my Violation by disposing the Shares.
6. By signing this letter, I hereby give an irrevocable proxy to the Proxy Holder in accordance with Section 15 of the Plan, to vote any Shares that will be issued to me or to the Trustee for my benefit and on my behalf following an exercise of Option granted to me according to this Award Letter and under the Plan. The proxy shall be valid until the consummation of an IPO by the Company.
7. I understand that this grant of Options is conditioned upon the receipt of all required approvals from the Israeli tax authorities.
8. I hereby acknowledge and agree that the vesting of the Options pursuant to the vesting schedule contained in this Award Letter hereof is earned only by my continued employment with the Company, at the will of the Company. I hereby further acknowledge and agree that this Award Letter, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued employment with the Company and shall not interfere in any way with my right or the Company's right to terminate my employment at any time, with or without Cause.
9. I hereby acknowledge and agree that the Company may assign any of its rights under this Award Letter to a single or multiple assignees, and this Award Letter shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Award Letter shall be binding upon me and my heirs, executors, successors and

assigns.

10. I hereby confirm that I read this letter thoroughly, received all the clarifications and explanations I requested, I understand the contents of this letter and the obligations I undertake in signing it.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS APPROVAL AND ANY ANNEXED DOCUMENTS TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS AWARD LETTER APPROVAL AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום של אישור זה והמסמכים המצ"ב לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר למכתב הענקה ואישור זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Eliran Vaknin
Printed Name of Optionee


Signature

29/3/2018
Date

Attachments:

- Exhibit A: Shekel Scales (2008) Ltd. 2018 Share Incentive Plan
- Exhibit B: Notice of Exercise
- Exhibit C: Proxy
- Exhibit D: Trust Agreement

EXHIBIT A

SHEKEL SCALES (2008) LTD.
2018 SHARE INCENTIVE PLAN

EXHIBIT B
NOTICE OF EXERCISE


Shekel Scales (2008) Ltd.
Kibbutz Beit Keshet, 1524700, Israel
Israel
Attention: **Chief Executive Officer**

1. Exercise of Option. Effective as of today, I, Eliran Vaknin, the undersigned ("**Optionee**") hereby elect to exercise Optionee's option to purchase _____ Shares under and pursuant to the 2018 Share Incentive Plan (the "**Plan**") and the Award Letter dated _____.
2. Delivery of Payment. Optionee herewith delivers to the Company the amount of NIS/US\$ [____], constituting the full and aggregate Purchase Price of the Shares being exercised under this Notice of Exercise, as set forth in the Award Letter.
3. Rights as Shareholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. The Shares shall be issued to Optionee as soon as practicable after the Option is exercised. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in the Plan.
4. Tax Consultation. Optionee understands that he/she may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that he/she has had ample opportunity to consult with a tax consultant of Optionee's choice in connection with the purchase or disposition of the Shares being exercised hereunder and that Optionee is not relying on the Company or any Affiliate of the Company for any tax advice. Optionee further understands that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
5. Additional Representations. The Optionee hereby acknowledges that he/she has been informed as follows:
 - 5.1 Nothing herein shall obligate the Company to register its shares or any portion of its shares on any stock exchange.
 - 5.2 The Optionee hereby agrees that the terms of Section 102 of the Israeli Income Tax Ordinance including all rules and regulations promulgated thereunder ("**Section 102**") shall apply regarding to the purchased Shares.
 - 5.3 The Optionee is prohibited from selling or removing from the Trustee the Shares granted to him/her prior to the end of Restricted Period as defined in Section 6.1 of the Plan.
 - 5.4 The Optionee is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and the implications of such tax track on Optionee.

Signature Page of Notice of Exercise of Options

OPTIONEE

Acknowledged, understood and
agreed:



[Signature of Optionee]

Eliran Vaknin

[Printed Name of Optionee]


[Address of Optionee]

29/3/2018

[Date Received by Optionee]

COMPANY

Shekel Scales (2008) Ltd.



[Signature]

Barak Nir

[Printed Name of Signatory]

Member of the board of directors of the
company

[Title of Signatory]

28.3.2018

[Date signed by Company]

EXHIBIT C

IRREVOCABLE PROXY

The undersigned, as beneficial holder of securities of **Shekel Scales (2008) Ltd.** (the **"Company"**), hereby irrevocably appoints the Chief Executive Officer of the Company or any other officer or director designated by the Company's Board of Directors (respectively: the **"Proxy Holder"** and the **"Board"**), as my proxy, instead of myself and on my behalf, with respect to any and all aspects of all of my holdings of securities in the Company, including, without limiting the generality of the foregoing (i) receiving any notices the Company may deliver to any of its securityholders (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (ii) attending all meetings of the shareholders of the Company and voting such securities at any meeting of the shareholders of the Company (and at any postponements or adjournments thereof) and waiving all minimum notice requirements for such meetings of shareholders, (iii) executing any consents or dissents in writing without a meeting of the shareholders of the Company to any corporate action thereof, (iv) waiving any preemptive rights, rights of first refusal, rights of first offer, co-sale rights or any other similar rights or restrictions to which I may be entitled or be subject to by virtue of the securities, (v) giving or withholding consent or agreement to any matter which requires my consent or agreement in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (vi) joining in making a request to convene a general meeting or class meeting of the shareholders of the Company, and (vii) exercising any information rights to which I may be entitled to in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), and to otherwise exercise any and all powers and authorities vested within me in my capacity as a securityholder of the Company (in each of the foregoing cases, to the fullest extent that I will be entitled to act so, and in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to any securityholders for approval or consent or dissent or signature).

All of my securities shall be voted by the Proxy Holder in the same manner as the votes of the majority of other shareholders of the Company present and voting at the applicable meeting or acting on the applicable action, and where the action is in writing, where the majority of the shareholders of the Company have signed the written action.

This irrevocable proxy shall be applicable to all securities of the Company to which the undersigned has any entitlement to, including any such that is granted or issued to the undersigned after the date set forth below.

This proxy is made pursuant to Shekel Scales (2008) Ltd. 2018 Share Incentive Plan approved by the Company's Board of Directors on march 1-2018 (the **"Plan"**).

This proxy is irrevocable as it may affect rights of third parties. The Proxy Holder will have full power of substitution and revocation. All authority herein conferred shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.


This irrevocable proxy will remain in full force and effect until the earlier of: (i) consummation of the Company's IPO, as such term is defined in the Plan, or (ii) in case the IPO is not consummated beforehand, June 30, 2019, after which it will terminate automatically.

The undersigned hereby irrevocably undertakes to indemnify and hold the Proxy Holder harmless against any cost or expense (including counsel fees) reasonably incurred by the Proxy Holder, 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 or action with this proxy, unless arising out of the Proxy Holder's own fraud or bad faith, to the extent permitted by applicable law. The undersigned further agrees that such indemnification undertaking shall be in addition to and without derogating from any rights of indemnification the Proxy Holder may have as a director or otherwise under the Articles of Association of the Company, any agreement, any vote of shareholders or disinterested directors, insurance policy or otherwise.


I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS IRREVOCABLE PROXY TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS IRREVOCABLE PROXY AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום ייפוי כוח זה לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר לייפוי כוח זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Signing Instructions: This irrevocable proxy shall be signed exactly as the shareholder's name appears on: (i) the shareholder's share certificate, if issued, or (ii) as appears in the Company's register of shareholders. Joint shareholders must each sign this proxy. If signed by an attorney in fact, the Power of Attorney must be attached.


[Signature]

Eliran Vaknin
[Printed Name]


[Address]

29/3/2018
[Date]

EXHIBIT D
TRUST AGREEMENT



January 10th, 2018

Mrs. Ruth Palmon,
On behalf of **Shekel Ltd.**

Dear Ruth,

IBI Trust Management would like to thank you for the opportunity to provide Shekel Ltd. ("Client" or "Company") with Trust and/or Stock Admin services as hereby described.

As part of the services included **IBI Trust Management** (the "Trustee"), will assume responsibility as required by the ITA with respect to the Employee Equity Awards to its employees, directors, and/or subcontractors.

Trust Services and Compliance Solutions

- Assuming responsibilities of the Trustee in accordance to the Capital Gain Tax Route under Section 102 of the Israeli Tax Ordinance ("Section 102").
- Israeli Tax Authority submission & approval for Equity Plans including trustee appointment / replacement processes
- Share and Option Safekeeping in Trust for tax benefits eligibility
- Setup of Trustee and Broker accounts for beneficiaries
- Tax deductions and supervision in compliance with Section 102
- Annual Taxpayer reports 856 / 857
- Quarterly & Annual filings with the ITA 156 / 146



Stock Administration Services

- Setup and Administration of company data
- Admin. of IPO, M&A, Split, Re-pricing, Dividend Distribution, 104h & 103k
- Grant Letter consolidation
- Online Reports System for company data and Excel format reports
- Beneficiary Web Accounts for status reports and order executions
- Periodical Reporting including Client Summary, Transaction Summary and Tax reports

Brokerage and Clearing Services

- Execution services on all major stock markets worldwide.
- Handling allocation of Stocks' rights to the current Online Account to update stocks holdings.
- Fund distribution for all transactions with multiple settlements domestic and abroad.
- Executive services including Bulk Sales, Third Party Brokerage, 10B-5 plans, Rule 144.
- Dividend Distribution.

Annual Fees

Number of Beneficiaries	Annual Retainer* - USD
Up to 10 Beneficiaries	1,000
Per Additional Beneficiary	70

- Please note the quoted fees in USD do not include Israeli VAT



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner

I.B.I. Capital Trust Ltd. Subsidiary of

IBI Investment House (IBI: TASE)

Accepted and agreed as of:

Date: _____

By: _____

Name: _____

Title: _____



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner
I.B.I. Capital Trust Ltd. Subsidiary of
IBI Investment House (IBI: TASE)


Accepted and agreed as of:

Date: 8-2-2018
By: [Signature]
Name: עירק נר
Title: מנהל פדיון

SHEKEL SCALES (2008) LTD.
The "Company"

Award Letter

To the Optionee, Eviatar Yadai, holder of Israeli identity card number 066598202, residing at [REDACTED]
[REDACTED]

- 
1. You are hereby notified that on March 11, 2018 the Board of Directors of the Company (the "**Board**") has resolved to grant you 672 options, each to purchase one (1) Ordinary Share of the Company, nominal value of NIS 0.01 each (the "**Options**"), at an exercise price per Ordinary Share of ~~NIS 0.01~~ (the "**Purchase Price**").
7702
 2. 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.
 3. The Options, Ordinary Shares resulting from their exercise ("**Ordinary Shares**") and any additional rights including bonus shares, which may be distributed to you in connection with the Options ("**Additional Rights**"), shall be allocated on your behalf to the Trustee – IBI Trust Management Ltd. (the "**Trustee**"). Collectively, the Ordinary Shares and the Additional Rights shall be referred to as the "**Shares**".
 4. The Options and Shares shall be allocated on your behalf to the Trustee under the provisions of the Capital Gains Tax Track and will be held by the Trustee for the period stated in Section 102 of the Income Tax Ordinance, 1961 and the Income Tax Regulations (Tax Relieves in Allocation of Shares to Employees), 2003 promulgated thereunder, as such Section and regulations may be amended from time to time ("**Section 102**").
 5. The Options and Shares are granted to you and allocated to the Trustee according to the provisions of Section 102, the 2018 Share Incentive Plan adopted by the Company ("**Plan**") and the Trust Agreement signed between the Company and the Trustee (the "**Trust Agreement**"), all being attached herewith and made an integral part of this Award Letter. The Options and Shares allocated on your behalf to the Trustee shall be subject to all the provisions and limitations of Section 102. A copy of the Plan is attached to this Award Letter as Exhibit A.
 6. Any term not specifically defined in this Award Letter shall have the meaning ascribed thereto in the Plan, Section 102, the Company's Articles of Association in effect from time to time (the "**Articles of Association**") and in any other document to which reference may be made in the Plan and the Articles of Association.
 7. Unless otherwise determined by the Administrator, all Options granted to you on this date shall, subject to your continued employment with or service to the Company or Affiliate, become vested and exercisable in accordance with the vesting schedule detailed below. The vesting shall be over a period of four (4) years, and the commencement date of your vesting schedule is March 11, 2018 (the "**Commencement Date**").
 - (A) 25% of the Options shall vest on the first anniversary of the Commencement Date (the "**Cliff Date**").
 - (B) An additional 75% of the Options shall vest in twelve (12) consecutive equal installments upon the lapse of each three-month period following the Cliff Date.
 - (C) In accordance with the above, all Options shall become fully vested by the fourth anniversary of the Commencement Date.
 - (D) Notwithstanding the foregoing, subject to the consummation of an M&A

Transaction (as defined in the Plan) and subject to your continued employment with the Company until the consummation of such M&A Transaction, the vesting of all then unvested Options (the "**Accelerated Options**") shall accelerate and such Accelerated Options will become vested and exercisable immediately prior to the consummation of such M&A Transaction.

- (E) Notwithstanding the foregoing, in the event that the Company terminates your employment with the Company, other than termination for Cause (as defined below), all unvested Options shall become fully vested.


For the purpose of this Award Letter, "Cause" shall mean any of the following: (i) theft, embezzlement, self-dealing or the violation of confidentiality, non-competition and intellectual property obligations towards the Company; (ii) any willful misconduct or act in bad faith, or any other breach of a fiduciary duty, towards the Company or any of its subsidiaries with and related to your engagement by the Company; or (iii) if you commit a felony or perpetrates a fraud against the Company and/or any of its subsidiaries; or (iv) if you act in a manner which, under Israeli law, would not entitle you to severance pay from the Company.

8. **Method of Exercise.** You may exercise all or part of any Options that have, at the time of such exercise, vested in you in accordance with the foregoing vesting schedule, by delivery of an exercise notice in the form attached as **Exhibit B** to this Award Letter (the "**Exercise Notice**"), and such other representations and agreements as may be reasonably required by the Company for such purposes. In addition to the foregoing, you hereby agree and undertake to sign any and all documents that may be required by law and/or by the Trustee for the purpose of exercising the Options. In order for the Exercise Notice to become effective, the Exercise Notice must be accompanied by (1) payment of the aggregate Purchase Price for the number of Shares to be purchased, and (2) payment of the aggregate withholding taxes due with respect to the exercised Shares, if applicable. Options shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Purchase Price and withholding taxes due with respect to the exercised Shares, if applicable, all as set forth herein.
9. No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with applicable laws. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice before the issuance thereof, then the date of their issuance shall be extended for the period necessary to take such action.
10. **Notification to Trustee.** The Company will notify the Trustee of any exercise by you of all or part of your Options as set forth in the Exercise Notice(s). If the exercise and such notification are delivered during the Restricted Period, the Shares issued upon the exercise of the Option shall be issued directly to the Trustee, and shall be held by the Trustee in trust on your behalf. In the event that such exercise and notification are delivered after the Restricted Period, the Shares issued upon the exercise of the Option shall be transferred either to the Trustee or to you directly, at your election, provided however that in the event you elect to receive the Shares directly to your possession, the transfer thereof shall be subject to the payment by you of the applicable taxes you may be liable to pay according to applicable law.
11. **Voting Rights.** Pursuant to the terms set forth in the Plan, and, when applicable, subject to the provisions of Section 102, any Shares issued at grant of Options or exercise of Options (and securities of the Company issued with respect thereto), shall be voted, at the Company's sole discretion, until the earlier of: (i) consummation of an IPO; or (ii) in case the IPO shall not be consummated beforehand, June 30, 2019, by an irrevocable proxy, in the form attached hereto as **Exhibit C** (the "**Proxy**"), such Proxy to be assigned to the CEO or to any other officer or director of the Company designated by the Board (the "**Proxy Holder**"), who will act, instead of you and on your behalf, with respect to any and all aspects of your shareholdings in the Company. The Proxy Holder shall vote the Shares and/or execute any written instruments relating to the Shares and the Proxy shall be used to vote and take actions (whether in writing or not) in the same manner as the votes or the actions of the majority of the other shareholders of the Company present and voting at

the applicable meeting, or with respect to the applicable action.

12. The Options are granted to you on condition that you sign the 'Approval of the Optionee' set forth and detailed below.
13. In the event of a conflict between the terms and conditions of the Plan and this Award Letter, other than with respect to the vesting schedule and Purchase Price, the terms and conditions of the Plan shall prevail. In the event of a conflict between the terms and conditions of the Plan and this Award Letter vis-à-vis the Trust Agreement, then the provisions of the latter shall prevail and take precedence. If there is a conflict between the terms of the Plan and any provision of the Ordinance, then the provisions of the Ordinance shall govern and prevail. A copy of the Trust Agreement is attached hereto as **Exhibit D**.

SHEKEL SCALES (2008) LTD.



Name: Barak Nir
Title: Member of the board of
directors of the company

APPROVAL OF THE OPTIONEE:

I, the undersigned, hereby agree that all the Options and Shares granted to me, shall be allocated to the Trustee under provisions of the Capital Gains Tax Track and shall be held by the Trustee for the period stated in Section 102 and in accordance with the provisions of the Trust Agreement and the Plan, or for a shorter period if an approval therefor is received from the tax authorities.

I am aware of the fact that upon termination of my employment with the Company, I shall not have a right to the Options, except as specified in the Plan.

I hereby confirm that:

1. I have read the Plan and I understand and accept its terms and conditions. I am aware of the fact that the Company agrees to grant me the Options based on my confirmations contained herein; I further represent that I understand and undertake to comply with all of the provisions of the Plan.
2. I understand the provisions of Section 102 and the applicable tax track of this grant of Options. I further understand that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
3. I agree to the terms and conditions of the Trust Agreement.
4. Subject to the provisions of Section 102, I confirm that I shall not sell nor transfer the Options and/or Shares from the Trustee until the end of the Restricted Period, as such term is defined in Section 6.1 of the Plan.
5. If I shall sell or withdraw the Shares from the Trustee and the trust thereunder before the end of the Restricted Period (a "**Violation**"), either (A) I shall fully reimburse the Company, within three (3) days of its demand, for the employer portion of the payment by the Company to the National Insurance Institute plus linkage and interest in accordance with applicable law, as well as any other expense that the Company shall have to bear as a result of the said Violation, or (B) I agree that the Company may, in its sole discretion, deduct the foregoing amounts directly from any monies to be paid to me as a result of my Violation by disposing the Shares.
6. By signing this letter, I hereby give an irrevocable proxy to the Proxy Holder in accordance with Section 15 of the Plan, to vote any Shares that will be issued to me or to the Trustee for my benefit and on my behalf following an exercise of Option granted to me according to this Award Letter and under the Plan. The proxy shall be valid until the consummation of an IPO by the Company.
7. I understand that this grant of Options is conditioned upon the receipt of all required approvals from the Israeli tax authorities.
8. I hereby acknowledge and agree that the vesting of the Options pursuant to the vesting schedule contained in this Award Letter hereof is earned only by my continued employment with the Company, at the will of the Company. I hereby further acknowledge and agree that this Award Letter, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued employment with the Company and shall not interfere in any way with my right or the Company's right to terminate my employment at any time, with or without Cause.
9. I hereby acknowledge and agree that the Company may assign any of its rights under this Award Letter to a single or multiple assignees, and this Award Letter shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Award Letter shall be binding upon me and my heirs, executors, successors and

assigns.

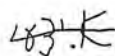
10. I hereby confirm that I read this letter thoroughly, received all the clarifications and explanations I requested, I understand the contents of this letter and the obligations I undertake in signing it.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS APPROVAL AND ANY ANNEXED DOCUMENTS TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS AWARD LETTER APPROVAL AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום של אישור זה והמסמכים המצ"ב לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר למכתב הענקת אישור זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Eviatar Yadai

Printed Name of Optionee



Signature

27-3-2018

Date

Attachments:

- Exhibit A: Shekel Scales (2008) Ltd. 2018 Share Incentive Plan
- Exhibit B: Notice of Exercise
- Exhibit C: Proxy
- Exhibit D: Trust Agreement

EXHIBIT A

SHEKEL SCALES (2008) LTD.
2018 SHARE INCENTIVE PLAN

EXHIBIT B
NOTICE OF EXERCISE

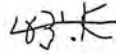
Shekel Scales (2008) Ltd.
Kibbutz Beit Keshet, 1524700, Israel
Israel
Attention: **Chief Executive Officer**

1. Exercise of Option. Effective as of today, I, Eviatar yadai, the undersigned ("**Optionee**") hereby elect to exercise Optionee's option to purchase _____ Shares under and pursuant to the 2018 Share Incentive Plan (the "**Plan**") and the Award Letter dated _____.
2. Delivery of Payment. Optionee herewith delivers to the Company the amount of NIS/US\$ [____], constituting the full and aggregate Purchase Price of the Shares being exercised under this Notice of Exercise, as set forth in the Award Letter.
3. Rights as Shareholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. The Shares shall be issued to Optionee as soon as practicable after the Option is exercised. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in the Plan.
4. Tax Consultation. Optionee understands that he/she may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that he/she has had ample opportunity to consult with a tax consultant of Optionee's choice in connection with the purchase or disposition of the Shares being exercised hereunder and that Optionee is not relying on the Company or any Affiliate of the Company for any tax advice. Optionee further understands that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
5. Additional Representations. The Optionee hereby acknowledges that he/she has been informed as follows:
 - 5.1 Nothing herein shall obligate the Company to register its shares or any portion of its shares on any stock exchange.
 - 5.2 The Optionee hereby agrees that the terms of Section 102 of the Israeli Income Tax Ordinance including all rules and regulations promulgated thereunder ("**Section 102**") shall apply regarding to the purchased Shares.
 - 5.3 The Optionee is prohibited from selling or removing from the Trustee the Shares granted to him/her prior to the end of Restricted Period as defined in Section 6.1 of the Plan.
 - 5.4 The Optionee is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and the implications of such tax track on Optionee.

Signature Page of Notice of Exercise of Options

OPTIONEE


Acknowledged, understood and
agreed:



[Signature of Optionee]

Eviatar Yadai

[Printed Name of Optionee]



[Address of Optionee]

29-3-2018

[Date Received by Optionee]

COMPANY

Shekel Scales (2008) Ltd.



[Signature]

Barak Nir

[Printed Name of Signatory]

Member of the board of directors of the
company

[Title of Signatory]

28.3.2018

[Date signed by Company]

EXHIBIT C

IRREVOCABLE PROXY

The undersigned, as beneficial holder of securities of **Shekel Scales (2008) Ltd.** (the "**Company**"), hereby irrevocably appoints the Chief Executive Officer of the Company or any other officer or director designated by the Company's Board of Directors (respectively: the "**Proxy Holder**" and the "**Board**"), as my proxy, instead of myself and on my behalf, with respect to any and all aspects of all of my holdings of securities in the Company, including, without limiting the generality of the foregoing (i) receiving any notices the Company may deliver to any of its securityholders (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (ii) attending all meetings of the shareholders of the Company and voting such securities at any meeting of the shareholders of the Company (and at any postponements or adjournments thereof) and waiving all minimum notice requirements for such meetings of shareholders, (iii) executing any consents or dissents in writing without a meeting of the shareholders of the Company to any corporate action thereof, (iv) waiving any preemptive rights, rights of first refusal, rights of first offer, co-sale rights or any other similar rights or restrictions to which I may be entitled or be subject to by virtue of the securities, (v) giving or withholding consent or agreement to any matter which requires my consent or agreement in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (vi) joining in making a request to convene a general meeting or class meeting of the shareholders of the Company, and (vii) exercising any information rights to which I may be entitled to in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), and to otherwise exercise any and all powers and authorities vested within me in my capacity as a securityholder of the Company (in each of the foregoing cases, to the fullest extent that I will be entitled to act so, and in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to any securityholders for approval or consent or dissent or signature).

All of my securities shall be voted by the Proxy Holder in the same manner as the votes of the majority of other shareholders of the Company present and voting at the applicable meeting or acting on the applicable action, and where the action is in writing, where the majority of the shareholders of the Company have signed the written action.

This irrevocable proxy shall be applicable to all securities of the Company to which the undersigned has any entitlement to, including any such that is granted or issued to the undersigned after the date set forth below.

This proxy is made pursuant to Shekel Scales (2008) Ltd. 2018 Share Incentive Plan approved by the Company's Board of Directors on March 1-2018 (the "**Plan**").

This proxy is irrevocable as it may affect rights of third parties. The Proxy Holder will have full power of substitution and revocation. All authority herein conferred shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

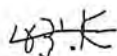
This irrevocable proxy will remain in full force and effect until the earlier of: (i) consummation of the Company's IPO, as such term is defined in the Plan, or (ii) in case the IPO is not consummated beforehand, June 30, 2019, after which it will terminate automatically.

The undersigned hereby irrevocably undertakes to indemnify and hold the Proxy Holder harmless against any cost or expense (including counsel fees) reasonably incurred by the Proxy Holder, 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 or action with this proxy, unless arising out of the Proxy Holder's own fraud or bad faith, to the extent permitted by applicable law. The undersigned further agrees that such indemnification undertaking shall be in addition to and without derogating from any rights of indemnification the Proxy Holder may have as a director or otherwise under the Articles of Association of the Company, any agreement, any vote of shareholders or disinterested directors, insurance policy or otherwise.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS IRREVOCABLE PROXY TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS IRREVOCABLE PROXY AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום ייפוי כוח זה לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר לייפוי כוח זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Signing Instructions: This irrevocable proxy shall be signed exactly as the shareholder's name appears on: (i) the shareholder's share certificate, if issued, or (ii) as appears in the Company's register of shareholders. Joint shareholders must each sign this proxy. If signed by an attorney in fact, the Power of Attorney must be attached.



[Signature]

Eviatar Yadai

[Printed Name]



[Address]

27-3-2018

[Date]

EXHIBIT D

TRUST AGREEMENT



January 10th, 2018

Mrs. Ruth Palmon,
On behalf of **Shekel Ltd.**

Dear Ruth,

IBI Trust Management would like to thank you for the opportunity to provide Shekel Ltd. ("Client" or "Company") with Trust and/or Stock Admin services as hereby described.

As part of the services included **IBI Trust Management** (the "Trustee"), will assume responsibility as required by the ITA with respect to the Employee Equity Awards to its employees, directors, and/or subcontractors.

Trust Services and Compliance Solutions

- Assuming responsibilities of the Trustee in accordance to the Capital Gain Tax Route under Section 102 of the Israeli Tax Ordinance ("Section 102").
- Israeli Tax Authority submission & approval for Equity Plans including trustee appointment / replacement processes
- Share and Option Safekeeping in Trust for tax benefits eligibility
- Setup of Trustee and Broker accounts for beneficiaries
- Tax deductions and supervision in compliance with Section 102
- Annual Taxpayer reports 856 / 857
- Quarterly & Annual filings with the ITA 156 / 146



Stock Administration Services

- Setup and Administration of company data
- Admin. of IPO, M&A, Split, Re-pricing, Dividend Distribution, 104h & 103k
- Grant Letter consolidation
- Online Reports System for company data and Excel format reports
- Beneficiary Web Accounts for status reports and order executions
- Periodical Reporting including Client Summary, Transaction Summary and Tax reports

Brokerage and Clearing Services

- Execution services on all major stock markets worldwide.
- Handling allocation of Stocks' rights to the current Online Account to update stocks holdings.
- Fund distribution for all transactions with multiple settlements domestic and abroad.
- Executive services including Bulk Sales, Third Party Brokerage, 10B-5 plans, Rule 144.
- Dividend Distribution.

Annual Fees

Number of Beneficiaries	Annual Retainer* - USD
Up to 10 Beneficiaries	1,000
Per Additional Beneficiary	70

- Please note the quoted fees in USD do not include Israeli VAT



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner

I.B.I. Capital Trust Ltd. Subsidiary of

IBI Investment House (IBI: TASE)

Accepted and agreed as of:

Date: _____

By: _____

Name: _____

Title: _____



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner
I.B.I. Capital Trust Ltd. Subsidiary of
IBI Investment House (IBI: TASE)

Accepted and agreed as of:

Date: 8-2-2018
By: [Signature]
Name: עירק נר
Title: מנהל פדיון

SHEKEL SCALES (2003) LTD.
The "Company"

Award Letter

To the Optionee, Guy Moshe, holder of Israeli identity card number 34651547, residing at [REDACTED]

- 93*
1. You are hereby notified that on March 11, 2018 the Board of Directors of the Company (the "**Board**") has resolved to grant you 672 options, each to purchase one (1) Ordinary Share of the Company, nominal value of NIS 0.01 each (the "**Options**"), at an exercise price per Ordinary Share of ~~NIS 0.01~~ (the "**Purchase Price**").
AD 0.2
 2. 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.
 3. The Options, Ordinary Shares resulting from their exercise ("**Ordinary Shares**") and any additional rights including bonus shares, which may be distributed to you in connection with the Options ("**Additional Rights**"), shall be allocated on your behalf to the Trustee – IBI Trust Management Ltd. (the "**Trustee**"). Collectively, the Ordinary Shares and the Additional Rights shall be referred to as the "**Shares**".
 4. The Options and Shares shall be allocated on your behalf to the Trustee under the provisions of the Capital Gains Tax Track and will be held by the Trustee for the period stated in Section 102 of the Income Tax Ordinance, 1961 and the Income Tax Regulations (Tax Relieves in Allocation of Shares to Employees), 2003 promulgated thereunder, as such Section and regulations may be amended from time to time ("**Section 102**").
 5. The Options and Shares are granted to you and allocated to the Trustee according to the provisions of Section 102, the 2018 Share Incentive Plan adopted by the Company ("**Plan**") and the Trust Agreement signed between the Company and the Trustee (the "**Trust Agreement**"), all being attached herewith and made an integral part of this Award Letter. The Options and Shares allocated on your behalf to the Trustee shall be subject to all the provisions and limitations of Section 102. A copy of the Plan is attached to this Award Letter as Exhibit A.
 6. Any term not specifically defined in this Award Letter shall have the meaning ascribed thereto in the Plan, Section 102, the Company's Articles of Association in effect from time to time (the "**Articles of Association**") and in any other document to which reference may be made in the Plan and the Articles of Association.
 7. Unless otherwise determined by the Administrator, all Options granted to you on this date shall, subject to your continued employment with or service to the Company or Affiliate, become vested and exercisable in accordance with the vesting schedule detailed below. The vesting shall be over a period of four (4) years, and the commencement date of your vesting schedule is March 11, 2018 (the "**Commencement Date**").
 - (A) 25% of the Options shall vest on the first anniversary of the Commencement Date (the "**Cliff Date**").
 - (B) An additional 75% of the Options shall vest in twelve (12) consecutive equal installments upon the lapse of each three-month period following the Cliff Date.
 - (C) In accordance with the above, all Options shall become fully vested by the fourth anniversary of the Commencement Date.
 - (D) Notwithstanding the foregoing, subject to the consummation of an M&A

Transaction (as defined in the Plan) and subject to your continued employment with the Company until the consummation of such M&A Transaction, the vesting of all then unvested Options (the "**Accelerated Options**") shall accelerate and such Accelerated Options will become vested and exercisable immediately prior to the consummation of such M&A Transaction.

- (E) Notwithstanding the foregoing, in the event that the Company terminates your employment with the Company, other than termination for Cause (as defined below), all unvested Options shall become fully vested.


For the purpose of this Award Letter, "Cause" shall mean any of the following: (i) theft, embezzlement, self-dealing or the violation of confidentiality, non-competition and intellectual property obligations towards the Company; (ii) any willful misconduct or act in bad faith, or any other breach of a fiduciary duty, towards the Company or any of its subsidiaries with and related to your engagement by the Company; or (iii) if you commit a felony or perpetrates a fraud against the Company and/or any of its subsidiaries; or (iv) if you act in a manner which, under Israeli law, would not entitle you to severance pay from the Company.

8. **Method of Exercise.** You may exercise all or part of any Options that have, at the time of such exercise, vested in you in accordance with the foregoing vesting schedule, by delivery of an exercise notice in the form attached as **Exhibit B** to this Award Letter (the "**Exercise Notice**"), and such other representations and agreements as may be reasonably required by the Company for such purposes. In addition to the foregoing, you hereby agree and undertake to sign any and all documents that may be required by law and/or by the Trustee for the purpose of exercising the Options. In order for the Exercise Notice to become effective, the Exercise Notice must be accompanied by (1) payment of the aggregate Purchase Price for the number of Shares to be purchased, and (2) payment of the aggregate withholding taxes due with respect to the exercised Shares, if applicable. Options shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Purchase Price and withholding taxes due with respect to the exercised Shares, if applicable, all as set forth herein.
9. No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with applicable laws. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice before the issuance thereof, then the date of their issuance shall be extended for the period necessary to take such action.
10. **Notification to Trustee.** The Company will notify the Trustee of any exercise by you of all or part of your Options as set forth in the Exercise Notice(s). If the exercise and such notification are delivered during the Restricted Period, the Shares issued upon the exercise of the Option shall be issued directly to the Trustee, and shall be held by the Trustee in trust on your behalf. In the event that such exercise and notification are delivered after the Restricted Period, the Shares issued upon the exercise of the Option shall be transferred either to the Trustee or to you directly, at your election, provided however that in the event you elect to receive the Shares directly to your possession, the transfer thereof shall be subject to the payment by you of the applicable taxes you may be liable to pay according to applicable law.
11. **Voting Rights.** Pursuant to the terms set forth in the Plan, and, when applicable, subject to the provisions of Section 102, any Shares issued at grant of Options or exercise of Options (and securities of the Company issued with respect thereto), shall be voted, at the Company's sole discretion, until the earlier of: (i) consummation of an IPO; or (ii) in case the IPO shall not be consummated beforehand, June 30, 2019, by an irrevocable proxy, in the form attached hereto as **Exhibit C** (the "**Proxy**"), such Proxy to be assigned to the CEO or to any other officer or director of the Company designated by the Board (the "**Proxy Holder**"), who will act, instead of you and on your behalf, with respect to any and all aspects of your shareholdings in the Company. The Proxy Holder shall vote the Shares and/or execute any written instruments relating to the Shares and the Proxy shall be used to vote and take actions (whether in writing or not) in the same manner as the votes or the actions of the majority of the other shareholders of the Company present and voting at

the applicable meeting, or with respect to the applicable action.

12. The Options are granted to you on condition that you sign the 'Approval of the Optionee' set forth and detailed below.
13. In the event of a conflict between the terms and conditions of the Plan and this Award Letter, other than with respect to the vesting schedule and Purchase Price, the terms and conditions of the Plan shall prevail. In the event of a conflict between the terms and conditions of the Plan and this Award Letter vis-à-vis the Trust Agreement, then the provisions of the latter shall prevail and take precedence. If there is a conflict between the terms of the Plan and any provision of the Ordinance, then the provisions of the Ordinance shall govern and prevail. A copy of the Trust Agreement is attached hereto as **Exhibit D.**

SHEKEL SCALES (2008) LTD.



Name: Barak Nir
Title: Member of the board of directors
of the company

APPROVAL OF THE OPTIONEE:

I, the undersigned, hereby agree that all the Options and Shares granted to me, shall be allocated to the Trustee under provisions of the Capital Gains Tax Track and shall be held by the Trustee for the period stated in Section 102 and in accordance with the provisions of the Trust Agreement and the Plan, or for a shorter period if an approval therefor is received from the tax authorities.

I am aware of the fact that upon termination of my employment with the Company, I shall not have a right to the Options, except as specified in the Plan.

I hereby confirm that:

1. I have read the Plan and I understand and accept its terms and conditions. I am aware of the fact that the Company agrees to grant me the Options based on my confirmations contained herein; I further represent that I understand and undertake to comply with all of the provisions of the Plan.
2. I understand the provisions of Section 102 and the applicable tax track of this grant of Options. I further understand that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
3. I agree to the terms and conditions of the Trust Agreement.
4. Subject to the provisions of Section 102, I confirm that I shall not sell nor transfer the Options and/or Shares from the Trustee until the end of the Restricted Period, as such term is defined in Section 6.1 of the Plan.
5. If I shall sell or withdraw the Shares from the Trustee and the trust thereunder before the end of the Restricted Period (a "**Violation**"), either (A) I shall fully reimburse the Company, within three (3) days of its demand, for the employer portion of the payment by the Company to the National Insurance Institute plus linkage and interest in accordance with applicable law, as well as any other expense that the Company shall have to bear as a result of the said Violation, or (B) I agree that the Company may, in its sole discretion, deduct the foregoing amounts directly from any monies to be paid to me as a result of my Violation by disposing the Shares.
6. By signing this letter, I hereby give an irrevocable proxy to the Proxy Holder in accordance with Section 15 of the Plan, to vote any Shares that will be issued to me or to the Trustee for my benefit and on my behalf following an exercise of Option granted to me according to this Award Letter and under the Plan. The proxy shall be valid until the consummation of an IPO by the Company.
7. I understand that this grant of Options is conditioned upon the receipt of all required approvals from the Israeli tax authorities.
8. I hereby acknowledge and agree that the vesting of the Options pursuant to the vesting schedule contained in this Award Letter hereof is earned only by my continued employment with the Company, at the will of the Company. I hereby further acknowledge and agree that this Award Letter, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued employment with the Company and shall not interfere in any way with my right or the Company's right to terminate my employment at any time, with or without Cause.
9. I hereby acknowledge and agree that the Company may assign any of its rights under this Award Letter to a single or multiple assignees, and this Award Letter shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Award Letter shall be binding upon me and my heirs, executors, successors and

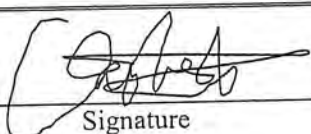
assigns.

10. I hereby confirm that I read this letter thoroughly, received all the clarifications and explanations I requested, I understand the contents of this letter and the obligations I undertake in signing it.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS APPROVAL AND ANY ANNEXED DOCUMENTS TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS AWARD LETTER APPROVAL AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום של אישור זה והמסמכים המצ"ב לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר למכתב הענקת אישור זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Guy Moshe
Printed Name of Optionee


Signature

39.3.2018
Date

Attachments:

- Exhibit A: Shekel Scales (2008) Ltd. 2018 Share Incentive Plan
- Exhibit B: Notice of Exercise
- Exhibit C: Proxy
- Exhibit D: Trust Agreement

EXHIBIT A

SHEKEL SCALES (2008) LTD.
2018 SHARE INCENTIVE PLAN

EXHIBIT B
NOTICE OF EXERCISE

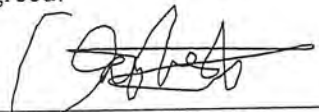
Shekel Scales (2008) Ltd.
Kibbutz Beit Keshet, 1524700, Israel
Israel
Attention: Chief Executive Officer

1. Exercise of Option. Effective as of today, I, Guy Moshe, the undersigned ("**Optionee**") hereby elect to exercise Optionee's option to purchase _____ Shares under and pursuant to the 2018 Share Incentive Plan (the "**Plan**") and the Award Letter dated _____.
2. Delivery of Payment. Optionee herewith delivers to the Company the amount of NIS/US\$ [____], constituting the full and aggregate Purchase Price of the Shares being exercised under this Notice of Exercise, as set forth in the Award Letter.
3. Rights as Shareholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. The Shares shall be issued to Optionee as soon as practicable after the Option is exercised. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in the Plan.
4. Tax Consultation. Optionee understands that he/she may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that he/she has had ample opportunity to consult with a tax consultant of Optionee's choice in connection with the purchase or disposition of the Shares being exercised hereunder and that Optionee is not relying on the Company or any Affiliate of the Company for any tax advice. Optionee further understands that neither the Company, nor the Trustee, can guarantee that the Options, or the Shares to be issued upon their exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against either the Company, or the Trustee, if the Options, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
5. Additional Representations. The Optionee hereby acknowledges that he/she has been informed as follows:
 - 5.1 Nothing herein shall obligate the Company to register its shares or any portion of its shares on any stock exchange.
 - 5.2 The Optionee hereby agrees that the terms of Section 102 of the Israeli Income Tax Ordinance including all rules and regulations promulgated thereunder ("**Section 102**") shall apply regarding to the purchased Shares.
 - 5.3 The Optionee is prohibited from selling or removing from the Trustee the Shares granted to him/her prior to the end of Restricted Period as defined in Section 6.1 of the Plan.
 - 5.4 The Optionee is aware of the directives set forth in Section 102, and of the tax track that was chosen under Section 102 and the implications of such tax track on Optionee.

Signature Page of Notice of Exercise of Options

OPTIONEE

Acknowledged, understood and
agreed:



[Signature of Optionee]

Guy Moshe

[Printed Name of Optionee]


[Address of Optionee]

27.3.2018

[Date Received by Optionee]

COMPANY

Shekel Scales (2008) Ltd.



[Signature]

Barak Nir

[Printed Name of Signatory]

Member of the board of directors of the
company

[Title of Signatory]

27.3.2018

[Date signed by Company]

EXHIBIT C

IRREVOCABLE PROXY

The undersigned, as beneficial holder of securities of **Shekel Scales (2008) Ltd.** (the "**Company**"), hereby irrevocably appoints the Chief Executive Officer of the Company or any other officer or director designated by the Company's Board of Directors (respectively: the "**Proxy Holder**" and the "**Board**"), as my proxy, instead of myself and on my behalf, with respect to any and all aspects of all of my holdings of securities in the Company, including, without limiting the generality of the foregoing (i) receiving any notices the Company may deliver to any of its securityholders (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (ii) attending all meetings of the shareholders of the Company and voting such securities at any meeting of the shareholders of the Company (and at any postponements or adjournments thereof) and waiving all minimum notice requirements for such meetings of shareholders, (iii) executing any consents or dissents in writing without a meeting of the shareholders of the Company to any corporate action thereof, (iv) waiving any preemptive rights, rights of first refusal, rights of first offer, co-sale rights or any other similar rights or restrictions to which I may be entitled or be subject to by virtue of the securities, (v) giving or withholding consent or agreement to any matter which requires my consent or agreement in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), (vi) joining in making a request to convene a general meeting or class meeting of the shareholders of the Company, and (vii) exercising any information rights to which I may be entitled to in my capacity as a securityholder of the Company (whether such is pursuant to the Company's Articles of Association, under applicable law, under any agreement to which I am a party as a securityholder, or otherwise), and to otherwise exercise any and all powers and authorities vested within me in my capacity as a securityholder of the Company (in each of the foregoing cases, to the fullest extent that I will be entitled to act so, and in the same manner and with the same effect as if the undersigned were personally present at any such meeting or voting such securities or personally acting on any matters submitted to any securityholders for approval or consent or dissent or signature).

All of my securities shall be voted by the Proxy Holder in the same manner as the votes of the majority of other shareholders of the Company present and voting at the applicable meeting or acting on the applicable action, and where the action is in writing, where the majority of the shareholders of the Company have signed the written action.

This irrevocable proxy shall be applicable to all securities of the Company to which the undersigned has any entitlement to, including any such that is granted or issued to the undersigned after the date set forth below.

This proxy is made pursuant to Shekel Scales (2008) Ltd. 2018 Share Incentive Plan approved by the Company's Board of Directors on March 1-2018 (the "**Plan**").

This proxy is irrevocable as it may affect rights of third parties. The Proxy Holder will have full power of substitution and revocation. All authority herein conferred shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.


This irrevocable proxy will remain in full force and effect until the earlier of: (i) consummation of the Company's IPO, as such term is defined in the Plan, or (ii) in case the IPO is not consummated beforehand, June 30, 2019, after which it will terminate automatically.

The undersigned hereby irrevocably undertakes to indemnify and hold the Proxy Holder harmless against any cost or expense (including counsel fees) reasonably incurred by the Proxy Holder, 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 or action with this proxy, unless arising out of the Proxy Holder's own fraud or bad faith, to the extent permitted by applicable law. The undersigned further agrees that such indemnification undertaking shall be in addition to and without derogating from any rights of indemnification the Proxy Holder may have as a director or otherwise under the Articles of Association of the Company, any agreement, any vote of shareholders or disinterested directors, insurance policy or otherwise.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS IRREVOCABLE PROXY TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS IRREVOCABLE PROXY AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום ייפוי כוח זה לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומלץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר לייפוי כוח זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Signing Instructions: This irrevocable proxy shall be signed exactly as the shareholder's name appears on: (i) the shareholder's share certificate, if issued, or (ii) as appears in the Company's register of shareholders. Joint shareholders must each sign this proxy. If signed by an attorney in fact, the Power of Attorney must be attached.



[Signature]

Guy Moshe

[Printed Name]



[Address]

29.3.2021

[Date]

EXHIBIT D
TRUST AGREEMENT



January 10th, 2018

Mrs. Ruth Palmon,
On behalf of **Shekel Ltd.**

Dear Ruth,

IBI Trust Management would like to thank you for the opportunity to provide Shekel Ltd. ("Client" or "Company") with Trust and/or Stock Admin services as hereby described.

As part of the services included **IBI Trust Management** (the "Trustee"), will assume responsibility as required by the ITA with respect to the Employee Equity Awards to its employees, directors, and/or subcontractors.

Trust Services and Compliance Solutions

- Assuming responsibilities of the Trustee in accordance to the Capital Gain Tax Route under Section 102 of the Israeli Tax Ordinance ("Section 102").
- Israeli Tax Authority submission & approval for Equity Plans including trustee appointment / replacement processes
- Share and Option Safekeeping in Trust for tax benefits eligibility
- Setup of Trustee and Broker accounts for beneficiaries
- Tax deductions and supervision in compliance with Section 102
- Annual Taxpayer reports 856 / 857
- Quarterly & Annual filings with the ITA 156 / 146



Stock Administration Services

- Setup and Administration of company data
- Admin. of IPO, M&A, Split, Re-pricing, Dividend Distribution, 104h & 103k
- Grant Letter consolidation
- Online Reports System for company data and Excel format reports
- Beneficiary Web Accounts for status reports and order executions
- Periodical Reporting including Client Summary, Transaction Summary and Tax reports

Brokerage and Clearing Services

- Execution services on all major stock markets worldwide.
- Handling allocation of Stocks' rights to the current Online Account to update stocks holdings.
- Fund distribution for all transactions with multiple settlements domestic and abroad.
- Executive services including Bulk Sales, Third Party Brokerage, 10B-5 plans, Rule 144.
- Dividend Distribution.

Annual Fees

Number of Beneficiaries	Annual Retainer* - USD
Up to 10 Beneficiaries	1,000
Per Additional Beneficiary	70

- Please note the quoted fees in USD do not include Israeli VAT



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner

I.B.I. Capital Trust Ltd. Subsidiary of

IBI Investment House (IBI: TASE)

Accepted and agreed as of:

Date: _____

By: _____

Name: _____

Title: _____



Variable Fees

Type	Supervisor Trustee	Remarks
Sell/Release fee	0.2%	(No Minimum)
Foreign Broker fee	TBD	

Bank Charges

Type	Fee	Remarks
Money Transfer USD	\$25	Within Israel
Money Transfer ILS	₪20	Within Israel

- Wire transfer fees abroad will be deducted per destination
- Brokerage and Clearing Services will be deducted from proceeds

Offer valid through 31.12.18

Sincerely yours,

Tzvika Bernstein, Adv, Managing Partner
I.B.I. Capital Trust Ltd. Subsidiary of
IBI Investment House (IBI: TASE)

Accepted and agreed as of:

Date: 8-2-2018
By: [Signature]
Name: עירק נר
Title: מנהל פדיון