

9.2.2 The maximum annual insurance premium shall not exceed (a) U.S. \$150,000 or (b) if, and as long as, the Company is subject to reporting obligations to the U.S. Securities and Exchange Commission (the "SEC"), the annual premium shall not exceed U.S. \$ 350,000. The annual ceiling as above might be annually adjusted by up to 10% over the premium in the preceding year;

9.2.3 The Company's Compensation Committee and Board of Directors shall approve annually the Company's contracting of a new insurance policy in compliance with the terms and conditions set forth in sections 9.2.1 and **Error! Reference source not found.** above;

9.2.4 The insurance policy shall be extended to cover claims filed against the Company itself (as distinct from claims filed against Board members and/or officers thereof) concerning violation of securities laws in Israel, at least (entity coverage for securities claims) or if, and as long as, the Company is subject to reporting obligations to the SEC - concerning violation of at least Israeli and U.S. securities laws, and payment arrangements shall be specified for insurance payouts, whereby the rights of Board members and/or officers to be indemnified by the insurance in conformity with the previous insurance policy precede those of the Company;

The insurance policy shall also cover the liability of Board members and officers considered to be controlling shareholders of the Company or relatives thereof, from time to time, provided the terms of their coverage shall not exceed those of all other Board members or officers of the Group.

9.2.5 The Company shall be allowed to insure the directors and Office Holders liability (including run-off policies) for special events, such as a public offering, sale or a merger of the Company, provided that (a) the maximum insurance coverage is as described in item 9.2.1; and (b) the premium paid therefor does not exceed U.S. \$600,000.