

**STARCOM PLC**  
**2016 GLOBAL SHARE OPTION PLAN**

1 NAME AND PURPOSE

**Name:** This plan, as amended from time to time, shall be known as the "STARCOM PLC 2016 Global Share Option Plan".

**Purpose:** The purpose and intent of the Plan are to attract and retain the best available personnel for positions of substantial responsibility and to provide directors, consultants and/or contractors of the Company, by providing them with opportunities to purchase Shares, pursuant to a plan approved by the Board that is designed to enable the Company to issue equity based awards. Incentives under the Plan will only be issued to Grantees (as defined below) subject to specific terms and conditions for such grants and subject to the Applicable Laws in their respective country of residence.

**Construction:** For purposes of this Agreement, whenever the context requires the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders.

2 DEFINITIONS

For the purposes of the Plan and related documents the following definitions shall apply:

- 2.1 "**Administrator**" means (i) the Board, or (ii) a committee of the Board appointed by the Board for the purpose of the administration of the Plan and, if a committee is appointed, to the extent acting in accordance with specific authorization and guidelines provided by the Board for such purpose and subject to any restriction under Applicable Laws.
- 2.2 "**Adoption Date**" means the Date of Grant, or any other date of the commencement of the vesting of an Option, for the purposes of the Plan, that is determined by the Administrator for a given grant of Options.
- 2.3 "**Affiliate**" means any company (i) that holds at least 10% of the issued share capital of the Company or of its voting power, or (ii) in which the Company holds at least 10% of the issued share capital or voting power, or (iii) which is under the same control as the Company.
- 2.4 "**Applicable Laws**" means the requirements relating to equity compensation plans and Options granted under it pursuant to the laws of Jersey and the applicable laws of any other country or jurisdiction where Options are granted under the Plan.
- 2.5 "**Board**" means the Board of Directors of the Company.
- 2.6 "**Cause**" means (i) breach of the Grantee's duty of loyalty towards the Company, or (ii) breach of the Grantee's duty of care towards the Company, or (iii) the commission of any flagrant criminal offense by the Grantee, or (iv) the commission of any act of fraud, embezzlement or dishonesty towards the Company by the Grantee, or (v) any unauthorized use or disclosure by the Grantee of confidential information or trade secrets of the Company, or (vi) involvement in a transaction in connection with the performance of duties to the Company which transaction is adverse to the interests of

the Company and which is engaged in for personal profit, or (vii) any other intentional misconduct by the Grantee (by act or omission) adversely affecting the business or affairs of the Company in a material manner, or (viii) any act or omission by the Grantee which would allow for the termination of the Grantee's employment without severance pay, according to Applicable Laws in the jurisdiction in which the Grantee is employed.

- 2.7 "**Change of Control**" means an event following which persons and/or entities, which are not shareholders of the Company at the date of approval of the Plan, purchase shares in the Company and gains the right, as a shareholder, to appoint, directly or indirectly, independently, or together with another person or entity (as a result of an agreement with such person or entity, or otherwise), 50% or more of the members of the Board
- 2.8 "**Company**" means STARCOM PLC., a company organized under the laws of Jersey, or any Affiliate thereof.
- 2.9 "**Consultant**" means any person, including an advisor, engaged by the Company to render services to it, who is not an Employee
- 2.10 "**Corporate Transaction**" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:
- (i) a sale or other disposition of all or substantially all, as determined by the Board in its discretion, of the consolidated assets of the Company and its subsidiaries;
  - (ii) a sale or other disposition of all or substantially all, as determined by the Board in its discretion, of the outstanding securities of the Company resulting in a Change of Control;
  - (iii) a merger, consolidation or similar transaction of the Company with another corporation and resulting in a Change of Control.
- 2.11 "**Date of Grant**" means the effective date of grant of an Option, as detailed in Section 5 below.
- 2.12 "**Date of Termination**" means the effective date of a Termination of Service.
- 2.13 "**Director**" means a member of the Board or of the board of directors of an Affiliate.
- 2.14 "**Disability**" means the inability to engage in any substantial gainful occupation for which the Grantee is suited by education, training or experience, by reason of any medically determinable physical or mental impairment that is expected to result in such person's death or to continue for a period of six (6) consecutive months or more.
- 2.15 "**Employee**" means any person, including officers and Directors, employed by the Company or an Affiliate of the Company.
- 2.16 "**Exercise Conditions**" means a Vesting Period and/or any other conditions required for the exercise of the Option.
- 2.17 "**Exercise Price**" means the purchase price per Share subject to an Option.
- 2.18 "**Exercised Share**" means a Share issued upon exercise of an Option.
- 2.19 "**Expiration Date**" means the date upon which an Option shall expire, as set forth in Section 8.3 of the Plan.
- 2.20 "**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 national market system - the closing sales price for the Shares (or the closing bid, if no sales were reported) as quoted on such exchange or system for the thirty (30) trading days prior to time of determination, as reported in such source as the Administrator deems reliable;
  - (ii) if the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported - the mean between the high bid and low asked prices for the Shares on the close of business day prior to the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in such source as the Administrator deems reliable;
  - (iii) in an event of a Corporate Transaction - the price per Share under the Corporate Transaction documents; or
  - (iv) in the absence of an established market for the Shares - as determined in good faith by the Administrator.
- 2.21 "**Grantee**" means the person to whom an Option shall be granted under the Plan.
- 2.22 "**IPO**" means an initial public offering of the Shares.
- 2.23 "**Notice of Exercise**" means a written notice of exercise of an Option, delivered by a Grantee to the Company.
- 2.24 "**Notice of Grant**" means a written notice of the grant of an Option, accompanied by an applicable agreement between the Company and the Grantee relating to the terms of grant of said Option.
- 2.25 "**Option**" means an option to purchase a Share or Shares.
- 2.26 "**Plan**" means this "STARCOM PLC 2016 Global Share Option Plan", as amended from time to time.
- 2.27 "**Representative**" means any third party designated by the Company for the purpose of the exercise of Options, as provided in Section 8.2 below.
- 2.28 "**Sale**" means the sale of at least 50% of the issued and outstanding share capital of the Company.
- 2.29 "**Service Provider**" means an Employee, Director or Consultant.
- 2.30 "**Share**" means an ordinary Share, nominal value of 0.001 Euro each, of the Company.
- 2.31 "**Stock Market**" means a stock exchange or an electronic securities trading system (such as AIM or Tel Aviv Stock Exchange).
- 2.32 "**Sub Plan(s)**" means any addendum to the Plan that may apply to Grantees which are the residents (including residents for tax purposes) of a specific state and which shall be attached as an appendix to this Plan.
- 2.33 "**Successor Entity Option**" means securities of any successor entity, as provided in Section 9.3 below.
- 2.34 "**Tax**" means any and all federal, provincial, state and local taxes of any applicable jurisdiction, and other governmental fees, charges, duties, impositions and liabilities of any kind whatsoever, including social security, national health insurance or similar compulsory payments, together with all interest, linkage for inflation, penalties and additions imposed with respect to such amounts.

- 2.35 "**Termination of Service**" means Grantee's cessation of providing services as a Service Provider of the Company.
- 2.36 "**Vesting Period**" of an Option means, for the purpose of the Plan and its related instruments, the period between the Adoption Date and the date on which the Grantee may exercise the Option into Exercised Shares.

### 3 ADMINISTRATION OF THE PLAN

- 3.1 The Plan will be administered by the Administrator, subject to Applicable Laws and to the general terms and conditions of the Plan. The Administrator shall have the full authority at its discretion, from time to time and at any time to determine (i) the Grantees under the Plan; (ii) the number of Shares subject to each Option and the Exercise Price per Share; (iii) the time or times at which the same shall be granted; (iv) to accelerate the right of Grantee to exercise, in whole or in part, any previously Option; (v) the method of payment for Shares purchased pursuant to any Option; (vi) the method for satisfaction of any tax withholding obligation arising in connection with an Option, including by the withholding, delivery or sale of Shares; (vii) rules and provisions, as may be necessary or appropriate to permit eligible Grantees resident or employed in any specific jurisdiction to participate in the Plan and/or to receive preferential tax treatment in their country of residence, with respect to Options granted hereunder, including the adoption of a Sub-Plan to this Plan, as provided in Section 10.2 below; (viii) the Fair Market Value of a Share covered by an Option or the method to be used in order to determine such Fair Market Value; and/or (ix) make all other determinations deemed necessary or advisable for the administration of the Plan, including, without limitation, to adjust the terms of the Plan as to reflect (a) changes in Applicable Laws and (b) the laws of other jurisdictions within which Company wishes to grant Option.
- 3.2 The Administrator may, from time to time, adopt such rules and regulations for carrying out the Plan, as it may deem necessary.
- 3.3 Subject to the Company's Articles of Association, all decisions and selections made by the Administrator pursuant to the provisions of the Plan shall be made by a majority of its members except that no member of the Board or the committee shall vote on, or be counted for quorum purposes, with respect to any proposed action of the Board or the committee relating to any Option to be granted to that member. Any decision reduced to writing shall be executed in accordance with the provisions of the Company's Articles of Association, as the same may be in effect from time to time.
- 3.4 The interpretation and construction by the Administrator of any provision of the Plan or of any Option thereunder shall be final and conclusive and binding on all parties who have an interest in the Plan or any Option or Exercised Share, unless otherwise determined by the Board.
- 3.5 The interpretation and construction by the Board or the Administrator of any provision of the Plan or of any option agreement thereunder shall be final and conclusive unless otherwise determined by the Board.
- 3.6 The above notwithstanding, any change and/or amendment and/or interpretation made by the Administrator shall not derogate from any right a Grantee has under the Plan and/or the Notice of Grant at the Date of Grant.

#### 4 ELIGIBLE GRANTEES

- 4.1 The Administrator, at its discretion, may grant Options to any Service Provider of the Company. Anything in the Plan to the contrary notwithstanding, all grants of Options shall be authorized and implemented only in accordance with the provisions of Applicable Laws.
- 4.2 The grant of an Option to a Grantee hereunder, shall neither entitle such Grantee to participate, nor disqualify him from participating, in any other grant of Options pursuant to the Plan or any other incentive plan of the Company.

#### 5 DATE OF GRANT AND SHAREHOLDER RIGHTS

- 5.1 Date of Grant. Subject to Sections 7.1, 7.2 and 7.3 hereof and to any Applicable Laws, the Date of Grant shall be the date the Administrator resolves to grant such Option, or any future date determined as the effective date of a grant of such Option. The Company shall promptly give the Grantee a Notice of Grant following such resolution.
- 5.2 Voting Rights. Unless determined otherwise by the Administrator, as a condition precedent to any Option being exercised or vested, as applicable, the Grantee shall execute and deliver a proxy and power of attorney with respect to any Exercised Shares held by the Grantee (or for his benefit) in a form that is appropriate under Applicable Laws and that appoints the Chairman of the Board or such other person as shall be designated by the Administrator, from time to time. The proxy holder shall vote such Exercised Shares only in the same proportion as the result of the shareholders vote, in respect of which such Exercised Shares are being cast. Such proxy shall terminate and be of no further force and effect upon the earlier of: (i) a consummation of an IPO; or (ii) the closing of a Corporate Transaction (as defined herein). Such person or persons designated by the Board to act pursuant to such proxy, shall be indemnified and held harmless by the Company against any cost or expense (including counsel fees) reasonably incurred by him/her, 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 such proxy unless arising out of such person's own fraud or bad faith, to the extent permitted by Applicable Laws. Such indemnification shall be in addition to any rights of indemnification the proxy holder may have under the Company's Articles of Association, any agreement, any vote of shareholders, insurance policy or otherwise.
- 5.3 Shareholder Rights. Subject to the aforesaid in this Section 5, a Grantee shall have no shareholder rights with respect to the Shares subject to such Option until such person: (i) has exercised such Option into a Share, as applicable, and (ii) has all restrictions applicable to any Shares issued to him removed (if applicable); and (iii) has paid the applicable Exercise Price; and (iv) has become the record holder of the Exercised Shares.

#### 6 RESERVED SHARES

- 6.1 The Company shall reserve a sufficient number of Shares for the purposes of the Plan which will be subject to adjustment in Section 9 below.
- 6.2 Each Option granted pursuant to the Plan shall be evidenced by a written Option Agreement between the Company and the Grantee, in such form as the Board shall from time to time approve. Each Option Agreement shall state, among other matters, the number of Shares to which the Option relates, the Vesting Period, the Purchase

Price per Share, the Expiration Date and such other terms and conditions as the Committee or the Board in its discretion may prescribe, provided that they are consistent with this Plan.

- 6.3 All Shares under the Plan, in respect of which the right of a Grantee to purchase or be issued the same has, for any reason, terminated, expired or otherwise ceased to exist, shall again be available for grant through Options under the Plan, and under any Sub-Plans of this Plan, as the Administrator may determine at its own discretion, from time to time, provided, however, that until termination of the Plan the Company shall at all times reserve sufficient number of unissued Shares to meet the requirements of the Plan.
- 6.4 Without derogating from the foregoing and subject to Applicable Laws, the Administrator shall have full authority in its discretion to determine that the Company may issue, for the purposes of this Plan and/or any other plans, previously issued Shares that are held by the Company, from time to time, as Dormant Shares (as such term is defined in the Israeli Companies Law 5759-1999).

## 7 REQUIRED APPROVALS; NOTICE OF GRANT; VESTING

- 7.1 The implementation of the Plan and the granting of any Option under the Plan shall be subject to the Company's procurement of all approvals and permits required by Applicable Laws or regulatory authorities having jurisdiction over the Plan, the Options granted under it, and the Shares issued pursuant to it.
- 7.2 The Notice of Grant shall state, inter alia, the number of Shares subject to each Option, the vesting schedule, the dates when the Option may be exercised and/or will vest (as applicable), any restrictions upon transfer or sale of Shares (if applicable), the Exercise Price, the tax treatment to which the Option is subject and such other terms and conditions as the Administrator at its discretion may prescribe, provided that they are consistent with the Plan.
- 7.3 Vesting of Options. The Board shall determine the terms and conditions for the vesting of the Options. The vesting provisions of individual Options may vary.

Subject to the provisions of the Plan, each Option shall vest following the Vesting Period and for the number of Shares as shall be determined by the Board and provided in the Option Agreement. However, no Option shall be exercisable after the Expiration Date.

- 7.4 Acceleration of Vesting. Subject to anything herein to the contrary in the Plan notwithstanding, the Administrator shall have full authority to determine at any time any provisions regarding the acceleration of the Vesting Period of any Option, or the cancellation of all or any portion of any outstanding restrictions or Exercise Conditions with respect to any Option or Share upon certain events or occurrences, and to include such provisions in the Notice of Grant on such terms and conditions as the Administrator shall deem appropriate.

## 8 EXERCISE OF OPTIONS

- 8.1 Exercise Price; Re-pricing of Options. The Exercise Price per Share subject to each Option shall be determined by the Administrator in his sole and absolute discretion, subject to Applicable Laws and to guidelines adopted by the Board, from time to time.

Subject to Applicable Laws, the Administrator shall have full authority, at any time and from time to time, to: (i) grant at its discretion to the holder of an outstanding Option, in exchange for the surrender and cancellation of such Option, a new Option having an Exercise Price lower than provided in the Option so surrendered and cancelled and containing such other terms and conditions as the Administrator may prescribe in accordance with the provisions of the Plan, or (ii) effectuate a decrease in the Exercise Price of outstanding Options.

- 8.2 Exercise of Options. Options shall be exercisable pursuant to the terms under which they were awarded and subject to the terms and conditions of the Plan. The exercise of an Option shall be made by a written Notice of Exercise delivered by the Grantee to the Company at its principal executive office, and/or to a Representative, in such form and method as may be determined by the Company, specifying the number of Shares to be purchased and accompanied by the payment of the Exercise Price, at the Company's or the Representative's principal office, and containing such other terms and conditions as the Administrator shall prescribe from time to time.

Each payment for Exercised Shares shall be in respect of a whole number of Shares, and shall be effected in cash or by a bank's check or bank transfer payable to the order of the Company, or such other method of payment acceptable to the Company.

- 8.3 Term of Options. Unless otherwise determined by the Administrator and included in the Notice of Grant, anything herein to the contrary notwithstanding, but without derogating from the provisions of Section 8.5 hereof, if any Option has not been exercised and the Shares subject thereto not paid for within 10 (ten) years after the Date of Grant (or any shorter period set forth in the Notice of Grant), such Option and the right to acquire such Shares shall terminate, all interests and rights of the Grantee in and to the same shall *ipso facto* expire, and the Shares subject to such Options shall again be available for grant through Options under the Plan, or under any Sub-Plans of the Plan, as provided for in Section 6 herein.

- 8.4 Exercise Subject to Laws. Anything to the contrary notwithstanding, the exercise of the Options shall be subject to any Applicable Laws, including when applicable, the limitations in connection with the use of nonpublic information as prescribed under such Applicable Laws and/or any rules and procedures adopted from time to time by the Board.

- 8.5 Termination of Service.

8.5.1 In the event of a Termination of Service, all Options theretofore granted to such Grantee, unless determined otherwise by the Administrator, shall terminate as follows:

- (i) All such Options that are not vested on the Date of Termination shall terminate immediately.
- (ii) If the Grantee's Termination of Service is by reason of such Grantee's death or Disability, such Options (to the extent vested at the Date of Termination) shall be exercisable by the Grantee or the Grantee's guardian, legal representative, estate or other person to whom the Grantee's rights are transferred by will or by laws of descent or distribution, at any time until the lapse of twelve (12) months from the Date of Termination (but in no event after the expiration date of such Options), and shall thereafter terminate.

- (iii) If the Grantee's Termination of Service is due to any reason other than those stated in Section 8.5.1 (iv) herein, such Options (to the extent vested on the Date of Termination) shall be exercisable at any time until the lapse of ninety (90) days from the Date of Termination (but in no event after the expiration date of such Options), and shall thereafter terminate;
- (iv) Notwithstanding the aforesaid, if the Grantee's Termination of Service is for Cause, all of the Options whether vested or not shall ipso facto expire immediately and shall be of no legal effect.
- (v) Whether the Termination of Service of a particular Grantee is by reason of "Disability" for the purposes of paragraph (ii) hereof, or is a Termination of Service other than by reason of such Disability for the purposes of paragraph 8.5.1 (iii) or is for Cause as set forth in paragraph 8.5.1 (iv) hereof, shall be finally and conclusively determined by the Administrator in its absolute discretion.

Notwithstanding the aforesaid, under no circumstances shall any Option be exercisable after the specified expiration of the term of such Option.

8.5.2 Notwithstanding the foregoing provisions of this Section 8.5, the Administrator shall have the discretion, exercisable either at the time an Option is granted or thereafter, to:

- (i) Extend the period of time for which the Option is to remain exercisable following the Date of Termination to such greater period of time, as the Administrator shall deem appropriate, but in no event beyond the specified expiration of the term of the Option; and/or
- (ii) Permit the Option to be exercised, during the applicable exercise period following the Date of Termination, not only with respect to the number of Shares for which such Option is exercisable at the Date of Termination, but also with respect to one or more additional installments in which the Grantee would have vested under the Option had the Grantee continued in the employ or service of the Company.

8.5.3 Notwithstanding the foregoing provisions of this Section 8.5, unless determined otherwise by the Administrator, and for the avoidance of doubt, the transfer of a Grantee from the employ or service of the Company to the employ or service of an Affiliate, or from the employ or service of an Affiliate to the employ or service of the Company or another Affiliate, shall not be deemed a Termination of Service for purposes hereof. Furthermore, and notwithstanding the foregoing provisions of this Section 8.5, the Administrator may determine that the transfer of a Grantee from a status of an Employee to a status of a Consultant or from a status of a Consultant to a status of an Employee, shall not be deemed a Termination of Service for purposes hereof.

## 9 ADJUSTMENTS, LIQUIDATION AND CORPORATE TRANSACTION

9.1 Adjustments. Subject to any required action under any Applicable Laws, the number of Shares subject to each outstanding Option, and the number of Shares that have been authorized for issuance under the Plan but as to which no Options have yet been granted or which have been returned to the Plan upon cancellation



or expiration of an Option, as well as the Exercise Price of Shares subject to each outstanding Option, shall be proportionately adjusted, for any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, stock dividend, combination or reclassification of the Shares, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, such that an adjustment is appropriate in order to prevent dilution or enlargement of the rights of a Grantee under the Plan; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Except as expressly provided in this Section 9, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Option.

In addition, the Administrator may determine that the Exercise Price of all or part of the Options granted to certain Grantees shall also be adjusted in the event that the Company shall distribute dividends in cash to the holders of Shares, so that as of the date of such distribution the Exercise Price per Option Share shall be reduced by the amount of dividends actually distributed per Share.

Except as expressly provided in this Section 9, the grant of Options under the Plan shall, in no way, affect the right of the Company to distribute bonus shares, to offer rights to purchase its securities, or to distribute dividends.

9.2 Liquidation. Unless otherwise provided by the Administrator, in the event of the proposed dissolution or liquidation of the Company, all outstanding Options will terminate immediately prior to the consummation of such proposed action. In such case, the Board should declare that any Option shall terminate as of a date fixed by the Board and give each Grantee the right to exercise his Option or have it vested, including Option that would not otherwise vest or be exercisable.

9.3 Corporate Transaction.

9.3.1 In the event of a Corporate Transaction, then immediately prior to the effective date of such Corporate Transaction, each Option that has not been exercised may, among other things, at the sole and absolute discretion of the Board, either:

- (i) Be substituted for a Successor Entity Option such that the Grantee may exercise the Successor Entity Option or have it become vested, as the case may be, for such number and class of securities of the successor entity which would have been issuable to the Grantee in consummation of such Corporate Transaction, had the Option vested or been exercised (as applicable), immediately prior to the effective date of such Corporate Transaction, given the exchange ratio or consideration paid in the Corporate Transaction, the Vesting Period of the Options and such other terms and factors that the Administrator determines to be relevant for purposes of calculating the number of Successor Entity Options granted to each Grantee; or
- (ii) Be assumed by any successor entity such that the Grantee may exercise the Option or have his/her Option vest (as applicable) for such number and class of securities of the successor entity that

would have been issuable to the Grantee in consummation of such Corporate Transaction, had the Option vested or been exercised immediately prior to the effective date of such Corporate Transaction, given the exchange ratio or consideration paid in the Corporate Transaction, the Vesting Period of the Options and such other terms and factors that the Administrator determines to be relevant for this purpose.

- (iii) Determine that the Options shall be cashed out for a consideration equal to the difference between the prices received by the shareholders of the Company in the Corporate Transaction and the Exercise Price, purchase price, or nominal value, as the case may be, of such Option.

In the event of a clause 9.3.1(i) or clause 9.3.1(ii) action, appropriate adjustments shall be made to the Exercise Price per Share to reflect such action. In taking any of the actions permitted under this Section 9.3.1, the Administrator shall not be obligated to treat all Options, all Options held by a Grantee, or all Options of the same type, similarly.

- 9.3.2 Immediately following the consummation of the Corporate Transaction, all outstanding Options shall terminate and cease to be outstanding, except to the extent assumed by a successor entity.

- 9.4 Notwithstanding the foregoing, and without derogating from the power of the Board or Administrator pursuant to the provisions of the Plan, the Board shall have full authority and sole discretion to determine that any of the provisions of Sections 9.3.1(i) or 9.3.1(ii) above shall apply in the event of a Corporate Transaction in which the consideration received by the shareholders of the Company is not solely comprised of securities of a successor entity, or in which such consideration is solely cash or assets other than securities of a successor entity. Sale.

- 9.4.1 Subject to any provision in the Articles of Association of the Company and to the Board's sole and absolute discretion, in the event of a Sale, each Grantee shall be obligated to participate in the Sale and sell his or her Shares and/or Options in the Company, provided, however, that each such Share or Option shall be sold at a price equal to that of any other Share sold under the Sale (and, unless determined otherwise by the Board, less the applicable Exercise Price), while accounting for changes in such price due to the respective terms of any such Option, and subject to the absolute discretion of the Board.

- 9.4.2 The grant of Options under the Plan shall in no way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

## 10 LIMITATIONS ON TRANSFER

- 10.1 Unless determined otherwise by the Administrator, no Option or any right with respect thereto, purchasable hereunder, whether fully paid or not, shall be assignable or

transferable by the Grantee to whom granted, otherwise than by will or the laws of descent and distribution, and such Option shall vest or may be exercised (as applicable) during the lifetime of the Grantee only by such Grantee or by such Grantee's guardian or legal representative. The terms of such Option shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Grantee. Any Shares acquired upon exercise or vesting of Options shall be transferable only in accordance with applicable securities and other local laws, and may be subject to substantial statutory or regulatory restrictions on transfer, except to the extent of exemptions (whether by registration or otherwise) which are available.

## 10 TERM AND AMENDMENT OF THE PLAN

10.1 The Plan shall terminate upon the earliest of (i) the expiration of the ten (10) year period measured from the date the Plan was adopted by the Board, or (ii) the termination of all outstanding Options in connection with a Corporate Transaction. All Options outstanding at the time of a clause (i) termination event shall continue to have full force and effect in accordance with the provisions of the Plan and the documents evidencing such Options.

10.2 Subject to Applicable Laws, the Board in its discretion may, at any time and from time to time, amend, alter, extend or terminate the Plan, as it deems advisable, including without limitation, change the vesting and exercise periods. In addition, the Administrator may adopt, as part of the Plan and based on it, Sub Plans, in order to comply with all relevant and Applicable Laws and regulations of the country of residence of any Grantees.

The above notwithstanding, any changes and/or amendment and/or interpretation made by the Administrator shall not derogate from any right a Grantee has under the Plan and/or the Notice of Grant at the Date of Grant.

## 11 WITHHOLDING AND TAX CONSEQUENCES

11.1 Tax Withholding. All Tax consequences and obligations arising from the grant, vesting, or exercise of any Option (as applicable), or the subsequent disposition of, Shares subject thereto or from any other event or act (of the Company or of the Grantee) hereunder, shall be borne solely by the Grantee, and the Grantee shall indemnify the Company and hold it harmless against and from any and all liability for any such Tax, including without limitation, monetary liabilities relating to the necessity to withhold, or to have withheld, any such Tax payment from any payment made to the Grantee. Notwithstanding the above, the Company's obligation to deliver Shares upon the exercise or vesting of any Options granted under the Plan shall be subject to the satisfaction of all applicable Tax withholding requirements as governed by Applicable Laws or practice.

11.2 Withholding in Shares. The Company shall have the right, but not the obligation, to deduct from the Shares issuable to a Grantee upon the exercise or vesting of Options, or to accept from the Grantee the tender of, a number of whole Shares having a fair market value, as determined by the Company, that will enable the Company to satisfy any Tax withholding obligations of the Company with respect to such Grantee Options.

11.3 No Release of Shares. The Company shall not be required to release any Shares (or Share certificate) to a Grantee until all required payments have been fully made or secured.

11.4 Provision of Required Information. The Grantee shall, if requested at any time by the

Company, provide to the Company within 10 calendar days of such request, any information regarding the transfer or other disposition of Shares reasonably required by the Company in order for the Company to comply with Applicable Laws or to obtain any benefits thereunder.

12 SHARES SUBJECT TO THE COMPANY'S ARTICLES

In addition to the provisions of the Plan, all Shares shall be subject to the terms and conditions of the Articles of Association of the Company, and each Grantee shall, automatically and without taking any action, be bound by the provisions of such Articles of Association, with regard to his ownership of Shares and any transfer or assignment thereof.

13 DIVIDENDS

With respect to all Shares (but excluding, for avoidance of any doubt, any unexercised Options) allocated or issued upon the exercise of Options purchased by the Grantee and held by the Grantee or by a trustee, as the case may be, the Grantee shall be entitled to receive dividends in accordance with the quantity of such Shares, subject to the provisions of the Company's Articles of Association (and all amendments thereto) and subject to any applicable taxation on distribution of dividends.

14 MISCELLANEOUS

14.1 Continuance of Employment. Neither the Plan nor the grant of an Option thereunder shall impose any obligation on the Company to continue the employment or service of any Grantee. Nothing in the Plan or in any Option granted thereunder shall confer upon any Grantee any right to continue in the employ or service of the Company for any period of specific duration, or interfere with or otherwise restrict in any way the right of the Company to terminate such employment or service at any time, for any reason, with or without Cause.

14.2 Government Regulations. The Plan, and the granting and exercise of Options hereunder, and the obligation of the Company to sell and deliver Shares under such Options, shall be subject to all applicable laws, rules, and regulations, whether of Jersey or any other state having jurisdiction over the Company and the Grantee, and to such approvals by any governmental agencies or national securities exchanges as may be required. Nothing herein shall be deemed to require the Company to register the Shares under the securities laws of any jurisdiction.

14.3 Governing Law. The Plan and all instruments issued thereunder or in connection therewith, shall be governed by, and interpreted in accordance with, the laws of the jurisdiction in which the Grantee is generally employed by the Company or provides services to the Company, excluding the choice of law rules thereof.

14.4 Competent Courts. The competent courts of London, UK shall have sole jurisdiction in any matters pertaining to the Plan.

14.5 Multiple Agreements. The terms of each Option may differ from other Options granted under the Plan at the same time, or at any other time. The Administrator may also grant more than one grant of Options to a given Grantee during the term of the Plan, either in addition to, or in substitution for, one or more Options previously granted to that Grantee. The grant of multiple Options may be evidenced by a single Notice of Grant

or multiple Notices of Grant, as determined by the Administrator.

- 14.6 Non-Exclusivity of the Plan. The adoption of the Plan by the Board shall not be construed as amending, modifying or rescinding any previously approved incentive arrangement or as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of share-based Options otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases.
- 14.7 Plan Subject to Laws Rules and Regulations. The provisions of the Plan shall be subject to, and shall not be construed as deviating from, any Applicable Law.

\*\*\*\*\*

## Appendix A - Israeli Grantees

### STARCOM G.P.S SYSTEMS LTD. 2016 GLOBAL SHARE OPTION PLAN

#### 1 GENERAL

- 1.1 This addendum (the "**Addendum**") shall apply only to Grantees who are residents of the State of Israel or those who are deemed to be residents of the State of Israel for tax purposes (collectively, "**Israeli Grantees**"). The provisions specified hereunder shall form an integral part of the "STARCOM PLC 2016 Global Share Option Plan" (the "**Plan**"), which applies to the grant of Options.
- 1.2 This Addendum is to be read as a continuation of the Plan and only modifies the terms of Options granted to Israeli Grantees so that they comply with the requirements set by the Israeli law in general, and in particular with the provisions of the Israeli Tax Ordinance (as defined below), as may be amended or replaced from time to time. For the avoidance of doubt, this Addendum does not add to or modify the Plan in respect of any other category of Grantees.
- 1.3 The Plan and this Addendum are complimentary to each other and shall be deemed as one. In any case of contradiction with respect to Options granted to Israeli Grantees, whether explicit or implied, between the provisions of this Addendum and the Plan, the provisions set out in this Addendum shall prevail.
- 1.4 Any capitalized term not specifically defined in this Addendum shall be construed according to the definition or interpretation given to it in the Plan.

#### 2 DEFINITIONS

- 2.1 "**102 Option**" means a grant of an Option to an Israeli Employee, Director or other office holder of the Company, other than to a Controlling Shareholder, pursuant to the provisions of Section 102 of the Tax Ordinance, the 102 Rules, and any other regulations, rulings, procedures or clarifications promulgated thereunder, or under any other section of the Tax Ordinance that will be relevant for such issuance in the future.
- 2.2 "**102(c) Option**" means a 102 Option that will not be subject to Taxation Route, as detailed in Section 102(c) of the Tax Ordinance.
- 2.3 "**3(i) Option**" means a grant of an Option to an Israeli Consultant, contractor or a Controlling Shareholder of the Company pursuant to the provisions of Section 3(i) of the Tax Ordinance and the rules and regulations promulgated thereunder, or any other section of the Tax Ordinance that will be relevant for such issuance in the future.
- 2.4 "**Affiliate**" means any "employing company" within the meaning of Section 102(a) of the Ordinance.
- 2.5 "**Beneficial Grantee**" means the Grantee for the benefit of whom the Trustee holds an Option in Trust.
- 2.6 "**Capital Gains Route**" means the capital gains tax route under Section 102(b)(2) of the Tax Ordinance.
- 2.7 "**Controlling Shareholder**" means a "controlling shareholder" of the Company, as such term is defined in Section 32(9)(a) of the Tax Ordinance.
- 2.8 "**Minimum Trust Period**" means the minimum period of time required under a

Taxation Route for Options and/or Exercised Shares to be held in Trust in order for the Beneficial Grantee to enjoy to the fullest extent the tax benefits afforded under such Taxation Route, as prescribed at any time by Section 102 of the Tax Ordinance.

- 2.9 "**Ordinary Income Route**" means the ordinary income route under Section 102(b)(1) of the Tax Ordinance.
- 2.10 "**Rights**" means rights issued in respect of Exercised Shares.
- 2.11 "**102 Rules**" means the Israeli Income Tax Rules (Tax Relief in Issuance of Shares to Employees), 2003.
- 2.12 "**Taxation Route**" means each of the Ordinary Income Route or the Capital Gains Route.
- 2.13 "**Tax Ordinance**" means the Israeli Income Tax Ordinance [New Version], 1961, as amended.
- 2.14 "**Trust**" means the holding of an Option or Exercised Share by the Trustee in Trust for the benefit of the Beneficial Grantee, pursuant to the instructions of Taxation Route.
- 2.15 "**Trustee**" means a trustee designated by the Administrator in accordance with the provisions of Section 3 below and, with respect to 102 Options, approved by the Israeli Tax Authorities.

### 3 ADMINISTRATION

- 3.1 Subject to the general terms and conditions of the Plan, the Tax Ordinance, and any other applicable laws and regulations, the Administrator shall have the full authority in its discretion, from time to time and at any time, to determine:

- 3.1.1 With respect to grants of 102 Options - whether the Company shall elect the Ordinary Income Route or the Capital Gains Route for grants of 102 Options, and the identity of the Trustee who shall be granted such 102 Options in accordance with the provisions of the Plan and the then prevailing Taxation Route.

In the event the Administrator determines that the Company shall elect one of the Taxation Routes for grants of 102 Options, all grants of 102 Options made following such election, shall be subject to the elected Taxation Route 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 102 Options are first granted under the then prevailing Taxation Route or following the lapse of any shorter or longer period, if provided by law; and

- 3.1.2 With respect to the grant of 102 (c) and 3(i) Options - whether or not such Options shall be granted to a trustee in accordance with the terms and conditions of the Plan, and the identity of the trustee who shall be granted such Options in accordance with the provisions of the Plan.

- 3.2 Notwithstanding the aforesaid, the Administrator may, from time to time and at any time, grant 102(c) Options.

### 4 GRANT OF OPTIONS AND ISSUANCE OF SHARES

- 4.1 Subject to the provisions of the Tax Ordinance and Applicable Law:

- 4.1.1 All grants of Options to Israeli Employees, Directors and office holders of the Company, other than to a Controlling Shareholder, shall be of 102 Options; and
- 4.1.2 All grants of Options to Israeli Consultants, contractors or Controlling Shareholders of the Company shall be of 3(i) Options.

## 5 TRUST

### 5.1 General.

- 5.1.1 In the event Options are deposited with a Trustee, the Trustee shall hold each such Option and any Exercised Shares in Trust for the benefit of the Beneficial Grantee.
- 5.1.2 In accordance with Section 102, the tax benefits afforded to 102 Options (and any Exercised Shares) in accordance with the Ordinary Income Route or Capital Gains Route, as applicable, shall be contingent upon the Trustee holding such 102 Options for the applicable Minimum Trust Period.
- 5.1.3 With respect to 102 Options granted to the Trustee, the following shall apply:
  - (i) A Grantee granted 102 Options shall not be entitled to sell the Exercised Shares or to transfer such Exercised Shares (or such 102 Options) from the Trust prior to the lapse of the Minimum Trust Period; and
  - (ii) Any and all Rights shall be issued to the Trustee and held thereby until the lapse of the Minimum Trust Period, and such Rights shall be subject to the Taxation Route which is applicable to such Exercised Shares.
- 5.1.4 Notwithstanding the aforesaid, Exercised Shares or Rights may be sold or transferred, and the Trustee may release such Exercised Shares or Rights from Trust, prior to the lapse of the Minimum Trust Period, provided however, that tax is paid or withheld in accordance with Section 102 of the Tax Ordinance and Section 7 of the 102 Rules, and any other provision in any other section of the Tax Ordinance and any regulation, ruling, procedure and clarification promulgated thereunder, that will be relevant, from time to time.
- 5.1.5 The Company shall register the Exercised Shares issued to the Trustee pursuant to the Plan, in the name of the Trustee for the benefit of the Israeli Grantees, in accordance with any applicable laws, rules and regulations, until such time that such Shares are released from the Trust as herein provided.
- 5.1.6 If the Company shall issue any certificates representing Exercised Shares deposited with the Trustee under the Plan, then such certificates shall be deposited with the Trustee, and shall be held by the Trustee until such time that such Exercised Shares are released from the Trust as herein provided.
- 5.1.7 Subject to the terms hereof, at any time after the Options are exercised or vested, with respect to any Exercised Shares the following shall apply:
  - (i) Upon the written request of any Beneficial Grantee, the Trustee shall release from the Trust the Exercised Shares issued, on behalf of such Beneficial Grantee, by executing and delivering to the Company such instrument(s) as the Company may require, giving due notice of such release to such Beneficial Grantee, provided, however, that the Trustee shall not so release any such Exercised Shares to such Beneficial



Grantee unless the latter, prior to, or concurrently with, such release, provides the Trustee with evidence, satisfactory in form and substance to the Trustee, that payment of all taxes, if any, required to be paid upon such release has been secured.

- (ii) Alternatively, subject to the terms hereof, provided the Shares are listed on a Stock Market, upon the written instructions of the Beneficial Grantee to sell any Exercise Shares, the Company and/or the Trustee shall use their reasonable efforts to effect such sale and shall transfer such Shares to the purchaser thereof concurrently with the receipt of, or after having made suitable arrangements to secure, the payment of the proceeds of the purchase price in such transaction. The Company and/or the Trustee, as applicable, shall withhold from such proceeds any and all taxes required to be paid in respect of such sale, shall remit the amount so withheld to the appropriate tax authorities and shall pay the balance thereof directly to the Beneficial Grantee, reporting to such Beneficial Grantee the amount so withheld and paid to said tax authorities.

- 5.2 Voting Rights. Unless determined otherwise by the Administrator, as long as the Trustee holds the Exercised Shares, the voting rights at the Company's general meeting attached to such Exercised Shares will remain with the Trustee. However, the Trustee shall not be obligated to exercise such voting rights at general meetings nor notify the Grantee of any Shares held in the Trust, of any meeting of the Company's shareholders.

Without derogating from the above, with respect to 102 Options, such shares shall be voted in accordance with the provisions of Section 102 and any rules, regulations or orders promulgated thereunder.

- 5.3 Dividends. Subject to any applicable law, tax ruling or guidelines of the Israeli Tax Authority, as applicable, for so long as Shares deposited with the Trustee on behalf of a Beneficial Grantee are held in Trust, the cash dividends paid or distributed with respect thereto shall be distributed directly to such Beneficial Grantee, subject further to any applicable taxation on distribution of dividends, and when applicable subject to the provisions of Section 102 of the Tax Ordinance, the 102 Rules and the regulations or orders promulgated thereunder.

- 5.4 Notice of Exercise. With respect to a 102 Option held in the Trust, a copy of any Notice of Exercise shall be provided to the Trustee, in such form and method as may be determined by the Trustee in accordance with the requirements of Section 102 of the Tax Ordinance.

- 5.5 Without derogating from Section 7 below, the Trustee shall not make any transaction or take any action with respect to a 102 Option, other than by will or by operation of law, until after the full payment of the Grantee's tax liabilities arising from the issuance of such 102 Option or after guarantying the payment of said taxes. If such 102 Option has been transferred by will or by operation of law, the provisions of Section 102 will apply with respect to the heirs or the transferees of the Grantee, as the case may be.

## 6 NOTICE OF GRANT

- 6.1 The Notice of Grant shall state, *inter alia*, whether the Options granted to Israeli Grantees are 102 Options (and in particular whether the 102 Options are granted under

the Ordinary Income Route, the Capital Gains Route or as 102(c) Options), or 3(i) Options. Each Notice of Grant evidencing a 102 Option shall be subject to the provisions of the Tax Ordinance applicable to such awards.

- 6.2 Furthermore, each Grantee of a 102 Option under a Taxation Route shall be required: (i) to execute a declaration stating that he or she is familiar with the provisions of Section 102 of the Tax Ordinance and the applicable Taxation Route; and (ii) to undertake not to sell or transfer the Options and/or the Exercised Shares prior to the lapse of the applicable Minimum Trust Period, unless he or she pays all taxes that may arise in connection with such sale and/or transfer.

## 7 SALE

In the event of a Sale described in Section 9.4 of the Plan, with respect to Shares held in Trust the following procedure will be applied: The Trustee will transfer the Shares held in Trust and sign any document in order to effectuate the transfer of Shares, including share transfer deeds, provided, however, that the Trustee receives a notice from the Board, specifying that: (i) all or substantially all of the issued outstanding share capital of the Company is to be sold, and therefore the Trustee is obligated to transfer the Shares held in Trust under the provisions of Section 9.4 of the Plan; and (ii) the Company is obligated to withhold at the source all taxes required to be paid upon release of the Shares from the Trust and to provide the Trustee with evidence, satisfactory to the Trustee, that such taxes indeed have been paid; and (iii) the Company is obligated to transfer the consideration for the Shares) less applicable tax and compulsory payments( directly to the Grantees.

## 8 LIMITATIONS OF TRANSFER

In addition to the provisions of Section 10 of the Plan, as long as Options and/or Shares are held by the Trustee on behalf of the Grantee, all rights of the Grantee over the Shares are personal, cannot be transferred, assigned, pledged or mortgaged, other than by will or pursuant to the laws of descent and distribution.

## 9 TAXATION

- 9.1 Without derogating from the provisions of Section 11 of the Plan, the provisions of Section 11.1 of the Plan shall apply also to actions taken by the Trustee. Accordingly, without derogating from the provisions of Section 11.1 of the Plan, the Grantee shall indemnify the Trustee and hold it harmless against and from any and all liability for any such Tax, including without limitation, monetary liabilities relating to the necessity to withhold, or to have withheld, any such Tax from any payment made to the Grantee.
- 9.2 The Trustee shall not be required to release any Share (or Share certificate) to a Grantee until all required Tax payments have been fully made or secured.
- 9.3 With regards to 102 Options, any provision of Section 102 of the Tax Ordinance, the 102 Rules and the regulations or orders promulgated thereunder, which is necessary in order to receive and/or to preserve any Tax treatment pursuant to Section 102 of the Tax Ordinance, which is not expressly specified in the Plan or in this Addendum, shall be considered binding upon the Company and the Israeli Grantee.
- 9.4 Guarantee. In the event a 102(c) Option is granted to a Grantee, if the Grantee's employment or service is terminated, for any reason, such Grantee shall provide the

Company, to its full satisfaction, with a guarantee or collateral securing the future payment of all Taxes required to be paid upon the sale of the Exercised Shares received upon exercise of such 102(c) Option, all in accordance with the provisions of Section 102 of the Tax Ordinance, the 102 Rules and the regulations or orders promulgated thereunder.

10 TERMINATION OF SERVICE

It is hereby clarified that the Termination of Service of an Israeli Grantee who is an Employee shall be the cessation of the employee-employer relationship between the Israeli Grantee and the Company.

\*\*\*\*\*