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

FORM S-8

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

INSPIREMD, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

26-2123838
(I.R.S. Employer
Identification No.)

**4 Menorat Hamaor St.
Tel Aviv, Israel 6744832**
(Address of Principal Executive Offices)

InspireMD, Inc. 2024 Inducement Plan
(Full title of the plan)

**Marvin Slosman
Chief Executive Officer
InspireMD, Inc.
4 Menorat Hamaor St.
Tel Aviv, Israel 6744832
Telephone: (888) 776-6804**
(Name, Address and Telephone Number of Agent For Service)

Copies to:
**Gary Emmanuel, Esq.
Raffael M. Fiumara, Esq.
Greenberg Traurig, P.A. One Azrieli Center
Round Tower, 30th floor
132 Menachem Begin Rd
Tel Aviv, Israel 6701101
Telephone: +972 (0) 3.636.6033**

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (the “Registration Statement”) is being filed for the purpose of registering 2,200,000 shares of common stock, par value \$0.0001 per share (the “Common Stock”), reserved and available for issuance under the 2024 Inducement Plan (the “Inducement Plan”) of InspireMD, Inc. (the “Company”).

On September 30, 2024, the compensation committee of the Company’s board of directors (the “Compensation Committee”) adopted the Inducement Plan, pursuant to which the Company reserved 2,200,000 shares of Common Stock, to be used exclusively for grants of equity-based awards to individuals who were not previously employees or directors of the Company, as an inducement material to the individual’s entry into employment with the Company within the meaning of Nasdaq Listing Rule 5635(c)(4).

The Inducement Plan provides for the grant of equity-based awards in the form of nonqualified stock options, restricted stock awards and restricted stock unit awards. The Inducement Plan was adopted by the Company’s Compensation Committee without stockholder approval pursuant to Nasdaq Listing Rule 5635(c)(4).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information required in Part I of this registration statement have been or will be sent or given to participating employees as specified in Rule 428(b)(1) under the Securities Act in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "Commission"). Such documents are not being filed with the Commission either as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference into this registration statement pursuant to Item 3 of Part II of this registration statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by the Company with the Commission are incorporated by reference in and made a part of this registration statement, as of their respective dates:

- (a) The Company's Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023, as filed with the Commission on March 5, 2024;
- (b) The Company's Quarterly Reports on Form 10-Q for the quarter ended [March 31, 2024](#), filed with the Commission on May 13, 2024 and the quarter ended [June 30, 2024](#) filed the Commission on August 5, 2024;
- (c) The Company's Current Reports on Form 8-K, as filed with the Commission on [January 31, 2024](#), [March 6, 2024](#), [March 26, 2024](#), [April 2, 2024](#), [May 14, 2024](#), [May 28, 2024](#), [May 31, 2024](#), [June 12, 2024](#), [June 13, 2024](#), [July 1, 2024](#), [August 6, 2024](#) and [September 16, 2024](#); and
- (d) The description of the Company's Common Stock in [Exhibit 4.1](#) to our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the SEC on March 5, 2024, and as may be further updated or amended in any amendment or report filed for such purpose.

All documents subsequently filed by us with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement herein, or in any subsequently filed document which also is or is deemed to be incorporated by reference, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware provides, in general, that a corporation incorporated under the laws of the State of Delaware, as we are, may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than a derivative action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. In the case of a derivative action, a Delaware corporation may indemnify any such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or any other court in which such action was brought determines such person is fairly and reasonably entitled to indemnity for such expenses.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors, officers, employees and agents to the extent and in the manner permitted by the provisions of the General Corporation Law of the State of Delaware, as amended from time to time, subject to any permissible expansion or limitation of such indemnification, as may be set forth in any stockholders' or directors' resolution or by contract. Any repeal or modification of these provisions approved by our stockholders will be prospective only and will not adversely affect any limitation on the liability of any of our directors or officers existing as of the time of such repeal or modification.

We are also permitted to apply for insurance on behalf of any director, officer, employee or other agent for liability arising out of his or her actions, whether or not the General Corporation Law of the State of Delaware would permit indemnification.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	<u>Amended and Restated Certificate of Incorporation, as amended through September 30, 2015 (incorporated by reference to Exhibit 3.1 to Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 9, 2015).</u>
4.2	<u>Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to Current Report on Form 8-K filed with the Securities and Exchange Commission on June 29, 2021).</u>
4.3	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on May 25, 2016).</u>
4.4	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on September 29, 2016).</u>
4.5	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on February 7, 2018).</u>
4.6	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on March 28, 2019).</u>
4.7	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc., dated April 14, 2021 (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q filed on May 10, 2021)</u>
4.8	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of InspireMD, Inc., dated September 13, 2023 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on September 13, 2023)</u>
5.1*	<u>Opinion of Greenberg Traurig, P.A.</u>
23.1*	<u>Consent of Kesselman & Kesselman, Independent Registered Public Accounting Firm.</u>
23.2*	<u>Consent of Greenberg Traurig, P.A. (contained in Exhibit 5.1).</u>
24.1*	<u>Power of Attorney (included on signature page).</u>
99.1	<u>InspireMD, Inc. 2024 Inducement Plan</u>
99.2*	<u>Form of Inducement Restricted Stock Award Agreement</u>
99.3*	<u>Form of Inducement Nonqualified Stock Option Agreement</u>
99.4*	<u>Form of Inducement Restricted Stock Unit Award Agreement</u>
107*	<u>Filing Fee Table</u>

* filed herewith

Item 9. Undertakings.

- (a) The undersigned registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however, that subparagraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in the periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.
 - (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby further undertakes that, for the purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.
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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tel Aviv, Israel, on the 1st day of October, 2024.

INSPIREMD, INC.

By: /s/ Marvin Slosman
Name: Marvin Slosman
Title: Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of InspireMD, Inc., hereby severally constitute and appoint Marvin Slosman, Craig Shore and Amir Kohen, and each of them individually, our true and lawful attorney to sign for us and in our names in the capacities indicated below any and all amendments or supplements, including any post-effective amendments, to this registration statement on Form S-8 and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming our signatures to said amendments to this registration statement signed by our said attorney and all else that said attorney may lawfully do and cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement on Form S-8 has been signed below by the following persons in the capacities and on the dates indicated.

<u>Person</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Marvin Slosman</u> Marvin Slosman	Chief Executive Officer (Principal Executive Officer), President, Director	October 1, 2024
<u>/s/ Craig Shore</u> Craig Shore	Chief Financial Officer (Principal Financial and Accounting Officer), Secretary and Treasurer	October 1, 2024
<u>/s/ Paul Stuka</u> Paul Stuka	Chairman of the Board of Directors	October 1, 2024
<u>/s/ Michael Berman</u> Michael Berman	Director	October 1, 2024
<u>/s/ Thomas J. Kester</u> Thomas J. Kester	Director	October 1, 2024
<u>/s/ Gary Roubin, M.D.</u> Gary Roubin, M.D.	Director	October 1, 2024
<u>/s/ Kathryn Arnold</u> Kathryn Arnold	Director	October 1, 2024



October 1, 2024

InspireMD, Inc.
4 Menorat Hamaor St.
Tel Aviv, Israel 6744832

Re: InspireMD, Inc. Registration Statement on Form S-8

Ladies and Gentlemen:

We are rendering this opinion in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, with respect to the registration of up to 2,200,000 shares (the "Shares") of common stock, par value \$0.0001 per share (the "Common Stock"), issuable pursuant to the InspireMD, Inc. 2024 Inducement Plan (the "Plan").

We have examined: (i) the Registration Statement; (ii) the Company's Amended and Restated Certificate of Incorporation, as amended to date; (iii) the Company's Amended and Restated By-Laws; (iv) the Plan, (v) certain resolutions of the Board of Directors of the Company and the compensation committee of the Board of Directors of the Company related to the filing of the Registration Statement, the authorization and issuance of the Shares and related matters, and (vi) the corporate proceedings relating to the registration of the Shares pursuant to the Plan.

In addition to the examination outlined above, we have conferred with various officers of the Company and have ascertained or verified, to our satisfaction, such additional facts as we deemed necessary or appropriate for the purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, the genuineness of all signatures on documents reviewed by us and the legal capacity of natural persons.

We have also assumed that, at the time of the issuance of the Shares: (i) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective and will remain effective, (ii) no stop order of the Commission preventing or suspending the use of the prospectus described in the Registration Statement will have been issued, (iii) the prospectus described in the Registration Statement and any required prospectus supplement will have been delivered to the recipient of the Shares as required in accordance with applicable law, (iv) the resolutions of the Board of Directors of the Company and the compensation committee of the Board of Directors of the Company referred to above will not have been modified or rescinded, (v) the Company will receive consideration for the issuance of the Shares required by the Plan and that is at least equal to the par value of the Common Stock, (vi) all requirements of the Delaware General Corporation Law, the Amended and Restated Certificate of Incorporation, as amended to date, and the Amended and Restated By-Laws will be complied with when the Shares are issued, (vii) sufficient shares of Common Stock will be authorized for issuance under the Amended and Restated Certificate of Incorporation of the Company, as amended to date, that have not otherwise been issued or reserved for issuance and (viii) neither the issuance nor sale of the Shares will result in a violation of any agreement or instrument then binding upon the Company or any order of any court or governmental body having jurisdiction over the Company.

Based on the foregoing, we are of the opinion that the Shares that constitute original issuance shares will be validly issued, fully paid and nonassessable by the Company when the issuance of such Shares has been duly and validly approved by the board of directors of the Company and such Shares have been delivered in accordance with the Plan.

We do not express any opinion herein concerning any law other than the Delaware General Corporation Law, as currently in effect.

We consent to the filing of this opinion as an exhibit to the Registration Statement and we consent to the use of our name wherever it appears in the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Greenberg Traurig, P.A.

Greenberg Traurig, P.A.

Greenberg Traurig, P.A. | Attorneys at Law

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of InspireMD Inc. of our report dated March 5, 2024 relating to the financial statements, which appears in InspireMD Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023.

Tel-Aviv, Israel
October 1, 2024

/s/Kesselman & Kesselman
Certified Public Accountants (Isr.)
A member firm of PricewaterhouseCoopers International Limited

*Kesselman & Kesselman, 146 Derech Menachem Begin, Tel-Aviv 6492103, Israel,
P.O Box 7187 Tel-Aviv 6107120, Telephone: +972 -3- 7954555, Fax: +972 -3- 7954556, www.pwc.com/il*

InspireMD Inc. 2024 Inducement Plan

INSPIREMD, INC.
2024 INDUCEMENT PLAN

This 2024 Inducement Plan (the “**Plan**”) provides for the grant of Restricted Stock, Restricted Stock Units and Options to acquire shares of common stock in the capital of InspireMD, Inc. (“**Common Stock**”) a corporation formed under the laws of the State of Delaware (the “**Corporation**”). Awards granted under this Plan will include:

- (a) Stock options (“**Options**”) to individuals subject to United States tax, which will be referred to in this Plan as “**Non-Qualified Options**”; and
- (b) Awards in the form of shares of Common Stock, with or without restrictions (with restrictions, “**Restricted Stock**”) and in the form of a right to receive shares of Common Stock (or their then Fair Market Value) at a specified future time (“**Restricted Stock Units**”), both of which will be referred to as “**Non-Qualified Awards**.”

Non-Qualified Options and Non-Qualified Awards granted under this Plan are collectively referred to as “**Awards**”.

1. PURPOSE

1.1 The purpose of this Plan is to attract, retain and motivate Eligible Persons (as hereinafter defined) who are expected to make important contributions to the Corporation by providing these individuals with proprietary interest in the Corporation, thereby strengthening their incentive to achieve the objectives of the shareholders of the Corporation, and to serve as an aid and inducement in the hiring of new employees. Pursuant to Section 9.2 below, the Plan is intended to comply with the exemption from the shareholder approval requirement for “inducement grants” provided under Rule 5635(c)(4) of the Nasdaq Listing Rules (the “**Nasdaq Rules**”).

1.2 This Plan shall at all times be subject to all legal requirements relating to the administration Awards, if any, under applicable corporate laws, applicable United States federal and state securities laws, the Code, the rules of any applicable stock exchange or stock quotation system, and the rules of any other foreign jurisdiction applicable to Awards granted to residents therein (collectively, the “**Applicable Laws**”).

2. ADMINISTRATION

2.1 This Plan shall be administered initially by the board of directors of the Corporation (the “**Board**”), except that the Board may, in its discretion, establish a committee composed of two (2) or more members of the Board or two (2) or more other persons to administer the Plan, which committee (the “**Committee**”) may be an executive, compensation or other committee, including a separate committee especially created for this purpose. The Board or, if applicable, the Committee is referred to herein as the “**Plan Administrator**”.

2.3 The Committee shall have the powers and authority vested in the Board hereunder (including the power and authority to interpret any provision of the Plan or of any Option). The members of any such Committee shall serve at the pleasure of the Board. A majority of the members of the Committee shall constitute a quorum, and all actions of the Committee shall be taken by a majority of the members present. Any action may be taken by a written instrument signed by all of the members of the Committee and any action so taken shall be fully effective as if it had been taken at a meeting.

2.4 Subject to the provisions of this Plan and any Applicable Laws, and with a view to accomplishing the purpose of the Plan, the Plan Administrator shall have sole authority, in its absolute discretion, to:

- (a) construe and interpret the terms of the Plan and any Award granted pursuant to this Plan;
 - (b) define the terms used in the Plan;
-

- (c) prescribe, amend and rescind the rules and regulations relating to this Plan, including without limitation, adopting procedures from time to time that are intended to ensure that an individual is an Eligible Person prior to the granting of any Awards to such individual (including without limitation a requirement that each such individual certify to the Corporation prior to the receipt of an Award that he or she is not currently employed by the Corporation or a Related Corporation and, if previously so employed, has had a bona fide period of interruption of employment, and that the grant of Awards is an inducement material to the Eligible Person's agreement to enter into employment with the Corporation or a Related Corporation);
- (d) correct any defect, supply any omission or reconcile any inconsistency in this Plan;
- (e) grant Awards under this Plan, except where additional corporate approvals are required by Applicable Law;
- (f) determine the individuals to whom Awards shall be granted under this Plan and whether the Award is granted as a Non-Qualified Option or a Non-Qualified Awards;
- (g) determine the time or times at which Awards shall be granted under this Plan;
- (h) determine the number of shares of Common Stock subject to each Award, the exercise price of each Award, the duration of each Award and the times at which each Award shall become vested and exercisable;
- (i) determine all other terms and conditions of the Awards; and
- (j) make all other determinations and interpretations necessary and advisable for the administration of the Plan.

2.5 All decisions, determinations and interpretations made by the Plan Administrator shall be binding and conclusive on all participants in the Plan and on their legal representatives, heirs and beneficiaries.

3. DEFINITIONS.

3.1 In this Plan:

- (a) **"Eligible Person"** means any prospective employee who was not previously an employee or director of the Corporation or a Related Corporation, hired as a new employee or rehired as an employee following a bona fide period of interruption of employment, if such person is granted an Award as a material inducement to his or her entering into employment with the Corporation or a subsidiary (within the meaning of Nasdaq Rule 5635(c)(4)).
 - (b) **"Fair Market Value"** except as may be otherwise explicitly provided in the Plan or in any Agreement, the Fair Market Value of a share of Common Stock at any particular date shall be the last sale price for the Common Stock, regular way, or, in case no such sale takes place on that day, the average of the closing bid and asked prices during the period that is within 30 days before or 30 days after the applicable valuation date, regular way, for the Common Stock, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the Nasdaq Stock Market ("**Nasdaq**");
 - (c) **"Related Corporation"** means any entity that is subsidiary of the Corporation of which the Corporation owns, directly or indirectly through an unbroken chain of ownership, fifty percent or more of the total combined voting power of all classes of stock or other form of equity ownership, as determined by the Committee.
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4. ELIGIBILITY.

4.1 Non-Qualified Options may only be granted to any individual who, at the time the Non-Qualified Option is granted, is an Eligible Person.

4.2 Non-Qualified Awards, may be granted to Eligible Persons, as the Plan Administrator shall select, subject to any Applicable Laws.

4.5 Awards may be granted in substitution for outstanding Awards of another corporation in connection with the merger, consolidation, acquisition of property or stock or other reorganization between such other corporation and the Corporation or any Related Corporation. Awards also may be granted in exchange for outstanding Awards.

4.6 Any person to whom an Award is granted under this Plan is referred to as a "Participant".

5. RESERVED

6. RESERVED

7. STOCK

7.1 The Plan Administrator is authorized to grant Options to acquire shares of Common Stock, shares of Restricted Stock and Restricted Stock Units in a number not exceeding 2.2% of the number of shares of Common Stock issued and outstanding immediately prior to the grant of such Awards on a Fully Diluted Basis. For purposes of this Section 7.1, the term "Fully Diluted Basis" means all issued and outstanding share capital (where options shall be deemed outstanding share capital until exercised) and all rights to acquire share capital including, without limitation, all securities convertible or exercisable into shares of Common Stock being deemed so converted and exercised, the conversion of any convertible shareholder loans into share capital, with all outstanding warrants, options or any other right granted by the Corporation to receive shares of the Corporation's share capital being deemed exercised in full. Shares of Common Stock with respect to which Awards may be granted hereunder are subject to adjustment as set forth in Section 8.1(o) hereof. In the event that any outstanding Award expires or is terminated for any reason, the shares of Common Stock allocable to the unexercised portion of such Award may again be subject to an Award granted to the same Participant or holder or to a different person eligible under Section 4 of this Plan.

8. TERMS AND CONDITIONS OF AWARDS

8.1 Each Award granted under this Plan shall be evidenced by a written agreement approved by the Plan Administrator (each, an "**Agreement**"). Agreements may contain such provisions, not inconsistent with this Plan or any Applicable Laws, as the Plan Administrator in its discretion may deem advisable. All Awards also shall comply with the following requirements:

- (a) Number of shares of Common Stock underlying the Award and Type of Award.

Each Agreement shall state the number of shares of Common Stock to which it pertains and whether the Award is intended to be a Non-Qualified Option, or a Non-Qualified Award; *provided that* in the absence of action to the contrary by the Plan Administrator in connection with the grant of an Award, all Awards shall be Non-Qualified Options or Non-Qualified Awards, as the case may be.

- (b) Date of Grant

Each Agreement shall state the date the Plan Administrator has deemed to be the date of grant of the Award (the "**Date of Grant**").

- (c) Exercise Price

With respect to any Option, each Agreement shall state the exercise price per share of Common Stock to which an Award is exercisable (if applicable). The Plan Administrator shall act in good faith to establish the exercise price in accordance with Applicable Laws; *provided that* Options granted in substitution for outstanding options of another corporation in connection with the merger, consolidation, acquisition of property or stock or other reorganization involving such other corporation and the Corporation or any Related Corporation may be granted with an exercise price equal to the exercise price for the substituted option of the other corporation, subject to any adjustment consistent with the terms of the transaction pursuant to which the substitution is to occur.

(d) Duration of Awards

At the Date of Grant of the Award, the Plan Administrator shall designate, subject to Section 8.1(g) below, the expiration date of the Awards, which date shall not be later than ten (10) years from the Date of Grant; provided that the Plan Administrator may decide otherwise in specific Award Agreements. In the absence of action to the contrary by the Plan Administrator in connection with the grant of a particular Award, all Awards granted under this Section 8 shall expire 10 years from the Date of Grant.

(e) Vesting Schedule

No Option shall be exercisable until it has vested. The vesting schedule for each Award shall be specified by the Plan Administrator at Date of Grant of the Award; provided that if no vesting schedule is specified at the Date of Grant, the Award shall vest as follows:

one third of the Option shall vest and become exercisable on each one-year anniversary of the date of grant. The Plan Administrator may specify a vesting schedule for all, or any portion of, an Award based on the achievement of performance objectives established in advance of the commencement by the Participant of services related to the achievement of the performance objectives. Performance objectives shall be expressed in terms of objective criteria, including but not limited to, one or more of the following: return on equity, return on assets, share price, market share, sales, earnings per share, costs, net earnings, net worth, inventories, cash and cash equivalents, gross margin or the Corporation's performance relative to its internal business plan. Performance objectives may be in respect of the performance of the Corporation as a whole (whether on a consolidated or unconsolidated basis), a Related Corporation, or a subdivision, operating unit, product or product line of either of the foregoing. Performance objectives may be absolute or relative and may be expressed in terms of a progression or a range. An Option that is exercisable (in full or in part) upon the achievement of one or more performance objectives may be exercised only following written notice to the Participant and the Corporation by the Plan Administrator that the performance objective has been achieved.

(f) Acceleration of Vesting

The vesting of one or more outstanding Award may be accelerated by the Plan Administrator at such times and in such amounts as it shall determine in its sole discretion.

(g) Term of Award

- (i) Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:
- A. the expiration of the Option, as designated by the Plan Administrator in accordance with Section 8.1(d) above;
 - B. the date a Participant receives a notice of his or her termination of employment or contractual relationship with the Corporation or any Related Corporation for Cause (as hereinafter defined); or
 - C. the expiration of ninety (90) days, unless otherwise determined in specific Agreements by the Plan Administrator, from the date of a Participant's termination of employment or contractual relationship with the Corporation or any Related Corporation for any reason whatsoever other than Cause, but including death or disability.
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- (iii) Upon the death of a Participant, any vested Option still in force and unexpired may be exercised by the person or persons to whom such Participant's rights shall pass by the Participant's will or by the laws of descent and distribution at the Participant's domicile at the time of death, within a period of six (6) months after the date of the Participant's death.
 - (iv) For purposes of the Plan, unless otherwise defined in the Agreement, termination for "Cause" shall mean such termination is for "cause" as such term is expressly defined in a then-effective written agreement between the Participant and the Corporation or any Related Corporation, or in the absence of such then-effective written agreement and in the case of an employee, termination for the following reasons (i) conviction of any felony involving moral turpitude or affecting the Corporation; (ii) any refusal to carry out a reasonable directive of the chief executive officer, the Board or the Participant's direct supervisor, which involves the business of the Corporation or its Related Corporation and was capable of being lawfully performed; (iii) embezzlement of funds of the Corporation or its Related Corporation; (iv) any breach of the Participant's fiduciary duties or duties of care of the Corporation; including without limitation disclosure of confidential information of the Corporation; and (v) any conduct (other than conduct in good faith) reasonably determined by the Board to be materially detrimental to the Corporation. Unless accelerated in accordance with Section 8.1(f) above, unvested Options shall terminate immediately upon termination of employment or contractual relationship of a Participant with the Corporation or a Related Corporation, for any reason whatsoever, including death or disability.
 - (v) For purposes of this Plan, transfer of employment between or among the Corporation and/or any Related Corporation shall not be deemed to constitute a termination of employment with the Corporation or any Related Corporation. Employment shall be deemed to continue while the Participant is on military leave, sick leave or other bona fide leave of absence (as determined by the Plan Administrator). The foregoing notwithstanding, employment shall not be deemed to continue beyond the first ninety (90) days of such leave, unless otherwise determined in specific Agreements by the Plan Administrator and unless the Participant's re-employment rights are guaranteed by statute or by contract. Furthermore, no Options shall continue to vest during any "prior notice period prior to the termination" of any Participant.
- (h) Exercise of Options
- (i) Options shall be exercisable, in full or in part, at any time after vesting, until termination of the Option. If less than all of the shares of Common Stock included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the exercise period. Only a whole share of Common Stock may be issued pursuant to the exercise of an Option, and to the extent that an Option covers less than one (1) share of Common Stock, it is unexercisable.
 - (ii) Options or portions thereof may be exercised by giving written notice to the Corporation, in such form and method as may be determined by the Corporation and when applicable, which notice shall specify the number of shares of Common Stock to be purchased, and be accompanied by payment in the amount of the aggregate exercise price for the Common Stock so purchased, which payment shall be in the form specified in Section 8.1(i) below. The Corporation shall not be obligated to issue, transfer or deliver a certificate representing shares of Common Stock to the holder of any Option, until provision has been made by the holder, to the satisfaction of the Corporation, for the payment of the aggregate exercise price for all shares of Common Stock for which the Option shall have been exercised and for satisfaction of any tax withholding obligations associated with such exercise. During the lifetime of a Participant, Options are exercisable only by the Participant.
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(i) Payment upon Exercise of Option

Upon the exercise of any Option, the aggregate exercise price shall be paid to the Corporation in cash or by wire transfer or cashier's check, or any other manner approved by Administrator. In addition, if pre-approved in writing by the Plan Administrator who may arbitrarily withhold consent, the holder may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

- (i) by delivering to the Corporation shares of Common Stock previously held by such holder, or by the Corporation withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Plan Administrator) equal to the aggregate exercise price to be paid by the Participant upon such exercise;
- (ii) by delivering a properly executed exercise notice together with irrevocable instructions to a broker promptly to sell or margin a sufficient portion of the shares of Common Stock and deliver directly to the Corporation the amount of sale or margin loan proceeds to pay the exercise price; or
- (iii) by complying with any other payment mechanism approved by the Plan Administrator at the time of exercise.

(j) Restricted Stock. A Non-Qualified Award may be granted by the Corporation in a specified number of shares of Common Stock of Corporation to the Participant, which shares may or may not be subject to forfeiture or other restrictions upon the happening of specified events (the term in which such restrictions apply shall be referred to as the "**Restriction Period**") and subject to the conditions and limitations in the Plan. Such an Award shall be subject to the following terms and conditions:

- (i) Restricted Stock shall be evidenced by Award Agreements. Such Agreements shall conform to the requirements of the Plan and may contain such other provisions as the Committee shall deem advisable.
 - (ii) Upon determination of the number of shares of Restricted Stock to be granted to a holder, the Committee shall direct that a certificate or certificates representing the number of shares of Common Stock of Corporation be issued to the holder with the holder designated as the registered owner. If any restrictions apply to such shares of Restricted Stock, the certificate(s) representing such shares shall be legended as to sale, transfer, assignment, pledge or other encumbrances during the Restriction Period and deposited by the holder, together with a stock power endorsed in blank, with the Corporation, to be held in escrow during the Restriction Period.
 - (iii) Unless otherwise determined by the Committee at the time of an Award, during the Restriction Period the holder shall have the right to receive dividends from and to vote the shares of Restricted Stock.
 - (iv) The Award Agreement shall specify the duration of the Restriction Period, if any, and the employment or other conditions (including termination of employment on account of death, disability, retirement or other cause) under which shares of Restricted Stock may be forfeited by the Corporation. At the end of the Restriction Period, if any, the restrictions imposed shall lapse with respect to the number of shares of Restricted Stock as determined by the Committee, and the legend shall be removed and such number of shares delivered to the holder (or, where appropriate, the holder's legal representative). The Committee may, in its sole discretion, modify or accelerate the vesting and delivery of shares of Restricted Stock, if those are subject to vesting.
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(k) Restricted Stock Unit. The Plan Administrator is authorized to make awards of Restricted Stock Units, as a Non-Qualified Award, to any Eligible Person in such amounts and subject to such terms and conditions as the Plan Administrator shall deem appropriate. On the vesting date of a Restricted Stock Unit (and, in no event later than the fifteenth day of the third month following the close of the year in which vesting under the applicable Agreement occurs, or if later, the close of the year specified by the Plan Administrator in the applicable Agreement), the Corporation shall transfer to the Participant one unrestricted, fully transferable, fully paid and non-assessable share of Common Stock (or the cash equivalent of the Fair Market Value thereof) for each Restricted Stock Unit scheduled to be paid out on such date and not previously forfeited.

(i) All Awards of Restricted Stock Units made pursuant to this Plan will be evidenced by an Award Agreement and will comply with and be subject to the terms and conditions of this Plan.

(ii) During the Restriction Period the holder shall not have the right to receive dividends from and to vote the shares underlying the Restricted Stock Units. With respect to each Restricted Stock Unit, the Plan Administrator may grant a “**Dividend Equivalent Unit**” to any Participant upon such terms and conditions as it may establish. Each Dividend Equivalent Unit will entitle the Participant, at the time of the settlement of the Award, to an additional payment equal to the dividends the Participant would have received if the Participant had been the actual record owner of the underlying Common Stock on each dividend record date prior to settlement. The Dividend Equivalent Unit may be settled in cash, additional shares of Common Stock or a combination thereof.

(iii) Restricted Stock Units shall be subject to such terms and conditions as the Plan Administrator may impose. These terms and conditions may include restrictions based upon completion of a specified period of service with the Corporation as set out in advance in the Participant’s individual Award Agreement.

(l) No Rights as a Shareholder.

A holder shall have no rights as a shareholder of the Corporation with respect to any shares of Common Stock covered by an Option and to any Restricted Stock Unit until such holder becomes a record holder of such shares, irrespective of whether such holder has given notice of exercise. Subject to the provisions of Section 8.1(m) hereof, no rights shall accrue to a holder and no adjustments shall be made on account of dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights declared on, or created in, the Common Stock for which the record date is prior to the date the holder becomes a record holder of the shares of Common Stock, irrespective of whether such holder has given notice of exercise.

(m) Non-transferability Options.

Options and unvested Restricted Stock and Restricted Stock Units granted under this Plan and the rights and privileges conferred by this Plan may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will, by applicable laws of descent and distribution, and shall not be subject to execution, attachment or similar process; provided, however that with the prior consent of the Committee, an Award may be transferred to an entity in which all equity holders are (1) either the spouse (or former spouse), children or grandchildren of the Participant (each, an “**Immediate Family Member**”) of the Participant and/or (2) entities which are controlled by immediate family members of the Participant. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any Options, unvested Restricted Stock or Restricted Stock Units or of any right or privilege conferred by this Plan contrary to the provisions hereof, or upon the sale, levy or any attachment or similar process upon the rights and privileges conferred by this Plan, such Options, unvested Restricted Stock and Restricted Stock Units shall thereupon terminate and become null and void.

(n) Securities Regulation and Tax Withholding; Action Required upon Grant of Award

- (i) The issuance and delivery of shares of Common Stock pursuant to grant, exercise or settlement of an Award shall comply with all Applicable Laws, and such issuance shall be further subject to the approval of counsel for the Corporation with respect to such compliance, including the availability of an exemption from prospectus and registration requirements for the issuance and sale of such shares of Common Stock. The inability of the Corporation to obtain from any regulatory body the authority deemed by the Corporation to be necessary for the lawful issuance and sale of any shares of Common Stock under this Plan, or the unavailability of an exemption from prospectus and registration requirements for the issuance and sale of any shares of Common Stock under this Plan, shall relieve the Corporation of any liability with respect to the non-issuance or sale of such shares of Common Stock.
 - (ii) As a condition to the exercise of an Option or grant, or grant or settlement of other Awards, the Plan Administrator may require the holder to represent and warrant in writing at the time of such exercise, grant or settlement that the shares of Common Stock are being purchased only for investment and without any then-present intention to sell or distribute such shares of Common Stock. If necessary under Applicable Laws, the Plan Administrator may cause a stop-transfer order against such Common Stock to be placed on the stock books and records of the Corporation, and a legend indicating that the shares of Common Stock may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any Applicable Laws, may be stamped on the certificates representing such shares of Common Stock in order to assure an exemption from registration. The Plan Administrator also may require such other documentation as may from time to time be necessary to comply with applicable securities laws. THE CORPORATION HAS NO OBLIGATION TO UNDERTAKE REGISTRATION OF OPTIONS OR THE COMMON STOCK ISSUABLE UPON THE EXERCISE OF OPTIONS OR GRANT OR SETTLEMENT OF OTHER AWARDS.
 - (iii) The holder shall pay to the Corporation by wire transfer or cashier's check, or any other manner approved by Administrator promptly upon exercise of an Option or, if sooner or later, the date that the amount of such obligations becomes due with respect to any Award, all applicable federal, state, local and foreign withholding taxes that the Plan Administrator in its discretion, determines to result upon exercise of an Option or from a transfer or other disposition of shares of Common Stock acquired upon exercise of an Option or otherwise related to an Option or shares of Common Stock granted or settled in connection with a different Award. Furthermore, the holder shall agree to indemnify the Corporation and/or its affiliates and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the holder. Upon approval of the Plan Administrator, a holder may satisfy such obligation by complying with one or more of the following alternatives selected by the Plan Administrator:
 - A. by delivering to the Corporation shares of Common Stock previously held by such holder or by the Corporation withholding shares of Common Stock otherwise deliverable pursuant to the exercise of the Option or grant or settlement of a different Award, which shares of Common Stock received or withheld shall have a Fair Market Value (as determined by the Plan Administrator) equal to the minimum mandatory withholding tax obligations arising as a result of such exercise, transfer or other disposition; or
 - B. by complying with any other payment mechanism approved by the Plan Administrator from time to time.
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- (iv) The issuance, transfer or delivery of certificates representing shares of Common Stock pursuant to the exercise of Options or issuance of shares underlying a different Award may be delayed, at the discretion of the Plan Administrator, until the Plan Administrator is satisfied that the applicable requirements of all Applicable Laws and the withholding provisions of the Code have been met and that the holder has paid or otherwise satisfied any withholding tax obligation as described in Section 8.1(l)(iii) above.
 - (v) Promptly following the grant of an Award, the Corporation shall, in accordance with Nasdaq Rule 5635(c), (1) issue a press release disclosing the material terms of the Award, including the recipient(s) of the Award and the number of shares of Common Stock involved, and (2) provide written notice to Nasdaq of such grant.
- (o) Adjustments Upon Changes in Capitalization
- (i) The class of shares for which Awards may be granted under this Plan, the number and class of shares covered by each outstanding Award, and the exercise price per share thereof (but not the total price), and each such Award, shall all be proportionately adjusted for any increase or decrease in the number of issued Common Stock resulting from:
 - A. a subdivision or consolidation of Common Stock or any like capital adjustment, or
 - B. the issuance of any shares of Common Stock, or securities exchangeable for or convertible into shares of Common Stock, to the holders of all or substantially all of the outstanding shares of Common Stock by way of a stock dividend (other than the issuance of shares of Common Stock, or securities exchangeable for or convertible into shares of Common Stock, to holders of shares of Common Stock pursuant to their exercise of options to receive dividends in the form of shares of Common Stock, or securities convertible into shares of Common Stock, in lieu of dividends paid in the ordinary course on the shares of Common Stock).
 - (ii) Except as provided in Section 8.1(m)(iii) hereof, upon a merger (other than a merger of the Corporation in which the holders of Common Stock immediately prior to the merger have the same proportionate ownership of common shares in the surviving corporation immediately after the merger), consolidation, acquisition of property or stock, separation, reorganization (other than a mere re-incorporation or the creation of a holding Corporation) or liquidation of the Corporation, as a result of which the shareholders of the Corporation receive cash, shares or other property in exchange for or in connection with their shares of Common Stock, any Award granted hereunder shall terminate, but the holder shall have the right to exercise such holder's Award immediately prior to any such merger, consolidation, acquisition of property or shares, separation, reorganization or liquidation, and to be treated as a shareholder of record for the purposes thereof, to the extent the vesting requirements set forth in the Award Agreement have been satisfied.
 - (iii) If the shareholders of the Corporation receive shares in the capital of another corporation ("**Exchange Shares**") in exchange for their shares of Common Stock in any transaction involving a merger (other than a merger of the Corporation in which the holders of shares of Common Stock immediately prior to the merger have the same proportionate ownership of shares of common stock in the surviving corporation immediately after the merger), consolidation, acquisition of property or shares, separation or reorganization (other than a mere re-incorporation or the creation of a holding Corporation), all Awards granted hereunder shall be converted into Awards to purchase Exchange Shares, unless the Corporation and the corporation issuing the Exchange Shares, in their sole discretion, determine that any or all such Awards granted hereunder shall not be converted into Awards to purchase Exchange Shares but instead shall terminate in accordance with, and subject to the holder's right to exercise the holder's Awards pursuant to, the provisions of Section 8.1(m)(ii). The amount and price of converted Awards shall be determined by adjusting the amount and price of the Awards granted hereunder in the same proportion as used for determining the number of Exchange Shares the holders of the shares of Common Stock receive in such merger, consolidation, acquisition or property or stock, separation or reorganization. Unless accelerated by the Board, the vesting schedule set forth in the Option Agreement shall continue to apply to the Awards granted for the Exchange Shares.
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- (iv) In the event of any adjustment in the number of shares of Common Stock covered by any Award, any fractional shares resulting from such adjustment shall be disregarded and each such Award shall cover only the number of full shares resulting from such adjustment.
 - (v) All adjustments pursuant to Section 8.1(m) shall be made by the Plan Administrator, and its determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. All adjustments to any Award shall be made in a manner compliant with, and to the extent permitted under, Section 409A of the Code, to the extent applicable.
 - (vi) The grant of an Award shall not affect in any way the right or power of the Corporation to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, consolidate or dissolve, to liquidate or to sell or transfer all or any part of its business or assets.
- (p) Compliance with Section 409A.

It is the intention of the Corporation that no payment or entitlement pursuant to this Plan will give rise to any adverse tax consequences to any person pursuant to Section 409A of the Code. The Plan Administrator shall interpret and apply the Plan to that end and shall not give effect to any provision therein in a manner that reasonably could be expected to give rise to adverse tax consequences under Section 409A.

9. EFFECTIVE DATE; AMENDMENT; SHAREHOLDER APPROVAL NOT REQUIRED

9.1 The effective date of the Plan shall be the date approved by the Board. Unless sooner terminated by the Board, this Plan will become effective on the date it is approved by the Board and will remain in effect until the tenth (10th) anniversary of such date, but Awards previously granted may extend beyond that date in accordance with the plan. No Award may be granted under the Plan after such termination or during any suspension of this Plan.

9.2. It is expressly intended that approval of the Corporation's shareholders not be required as a condition of the effectiveness of the Plan, and the Plan's provisions shall be interpreted in a manner consistent with such intent for all purposes. Specifically, Nasdaq Rule 5635(c) generally requires shareholder approval for equity compensation plans adopted by companies whose securities are listed on Nasdaq that provide for the delivery of equity securities to any employees, directors or other service providers of such companies as compensation for services. Nasdaq Rule 5635(c)(4) provides an exemption in certain circumstances for employment inducement awards. Notwithstanding anything to the contrary herein, in accordance with Nasdaq Rule 5635(c)(4), Awards may only be granted as material inducements to Eligible Persons being hired or rehired as employees, as applicable, and must be approved by (a) the Board, acting through a majority of the Corporation's independent directors, or (b) the independent compensation committee of the Board. Accordingly, pursuant to Nasdaq Rule 5635(c)(4), the issuance of Awards and the shares of Common Stock issuable upon exercise or vesting of such Awards pursuant to the Plan is not subject to the approval of the Corporation's shareholders.

10. NO OBLIGATIONS TO EXERCISE OPTION

The grant of an Option shall impose no obligation upon the Participant to exercise such Option.

11. NO RIGHT TO AWARD OR TO EMPLOYMENT

Whether or not any Awards are to be granted under this Plan shall be exclusively within the discretion of the Plan Administrator, and nothing contained in this Plan shall be construed as giving any person any right to participate under this Plan. The grant of an Award shall in no way constitute any form of agreement or understanding binding on the Corporation or any affiliate, express or implied, that the Corporation or any affiliate will employ or contract with a Participant for any length of time, nor shall it interfere in any way with the Corporation's or, where applicable, an affiliate's right to terminate Participant's employment at any time, which right is hereby reserved.

12. APPLICATION OF FUNDS

The proceeds received by the Corporation from the sale of Common Stock issued upon the exercise of Awards shall be used for general corporate purposes, unless otherwise directed by the Board.

13. INDEMNIFICATION OF PLAN ADMINISTRATOR

In addition to all other rights of indemnification they may have as members of the Board, members of the Plan Administrator shall be indemnified by the Corporation for all reasonable expenses and liabilities of any type or nature, including attorneys' fees, incurred in connection with any action, suit or proceeding to which they or any of them are a party by reason of, or in connection with, this Plan or any Award granted under this Plan, and against all amounts paid by them in settlement thereof (provided that such settlement is approved by independent legal counsel selected by the Corporation), except to the extent that such expenses relate to matters for which it is adjudged that such Plan Administrator member is liable for willful misconduct; provided, that within fifteen (15) days after the institution of any such action, suit or proceeding, the Plan Administrator member involved therein shall, in writing, notify the Corporation of such action, suit or proceeding, so that the Corporation may have the opportunity to make appropriate arrangements to prosecute or defend the same.

14. AMENDMENT OF PLAN

Subject to additional consents and approvals required under Applicable Law, the Plan Administrator may, at any time, modify, amend or terminate this Plan or modify or amend Awards granted under this Plan, including, without limitation, such modifications or amendments as are necessary to maintain compliance with the Applicable Laws.

INDUCEMENT RESTRICTED STOCK AWARD AGREEMENT
INSPIREMD, INC.

1. Grant of Award. Pursuant to the terms of this Inducement Restricted Stock Award Agreement (this “*Agreement*”) InspireMD, Inc., a Delaware corporation (the “*Company*”; together with its Subsidiaries, the “*Group*”), grants to

[]
(the “*Grantee*”)

this award of restricted shares (this “*Restricted Stock Award*”). The number of shares of Common Stock awarded under this Restricted Stock Award Agreement (this “*Agreement*”) is [] shares (the “*Awarded Shares*”). The “*Date of Grant*” of this Award is []. To receive this Award, the Grantee must sign this Agreement and return it to the Company by []. By signing this Agreement, the Grantee agrees to be bound by the terms and conditions herein, the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan (which shall apply to this Award unless otherwise provided by the Company), and the Grantee further acknowledges and agrees that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company directly or indirectly, or give rise to any cause of action at law or in equity against the Company.

This Restricted Stock Award is being granted to induce the Grantee to join the Company in the capacity as the Company’s [] and the Compensation Committee of the Board has determined that it is in the best interests of the Company to grant an inducement restricted stock award on the terms and conditions set forth herein. In an offer letter dated [] (the “*Offer Letter*”), the Company offered the Grantee an inducement award of restricted shares materially consistent with this Agreement. Except as specifically provided to the contrary under this Agreement, this Restricted Stock Award shall be construed and administered in accordance with the InspireMD, Inc. 2024 Inducement Plan (the “*Plan*”), the terms of which are hereby incorporated by reference.

This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of this Agreement, this Agreement shall control. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee to the extent applicable to inducement awards and communicated to the Grantee in writing.

2. Vesting. Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Shares shall vest as follows:

a. One-third (1/3) of the total Awarded Shares (rounded down to the nearest whole share) shall vest on the first anniversary of the Date of Grant, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.

b. An additional one-third (1/3) of the total Awarded Shares (rounded down to the nearest whole share) shall vest on the second anniversary of the Date of Grant, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.

c. The remaining Awarded Shares shall vest on the third anniversary of the Date of Grant, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.

Notwithstanding the foregoing, all of the then invested Awarded Shares shall vest effective immediately prior to the consummation of a Change in Control, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor or member of the Board through the date of the consummation of the Change in Control.

For purposes hereof, “*Change in Control*” shall mean either of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (b) below) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(b) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company’s assets or otherwise succeeds to the business of the Company (the Company or such person, the “*Successor Entity*”)) directly or indirectly, at least 50% of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

For purposes of this Agreement, “*Subsidiary*” means any entity, whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

For purposes hereof, “*Cause*” shall mean, unless otherwise defined in an employment agreement with respect to the termination of the Grantee’s employment with the Company (in which case such cause definition and process shall apply in lieu of this paragraph), the occurrence of one or more of the following events, as determined by the Committee in its good faith: (i) misconduct or material failure or refusal to perform (other than by reason of disability or an approved leave of absence), or substantial negligence in the performance of, his or her duties and responsibilities to the Company or any member of the Group; (ii) the Grantee’s material breach of any restrictive covenant agreement between the Grantee and any member of the Group; (iii) the Grantee’s commission of an act or acts constituting a felony or any crime involving moral turpitude or that has or reasonably could be expected to have an adverse effect on any member of the Group, including economically or reputationally; (iv) the Grantee’s commission of fraud, embezzlement, theft or other act involving dishonesty; (v) other conduct by the Grantee that is or could be reasonably expected to be materially harmful to the business interests or reputation of any member of the Group; (vi) the Grantee’s breach of a fiduciary duty owed to the Company or a member of the Group, including acting in conflict with the business interests of any member of the Group; or (vii) the Grantee’s material breach of this Agreement or an employment policy or code of conduct of member of the Group. In the event of Grantee’s termination of service as an employee, independent contractor or member of the Board by the Group for Cause, all of the vested Awarded Shares shall be forfeited on the date of such termination. If, within six months following the Grantee’s termination of service with the Group as an employee, independent contractor or member of the Board for any reason other than for Cause, it is discovered that the Grantee’s employment or service could have been terminated for Cause, Grantee’s employment or service shall, at the discretion of the Committee, be deemed to have been terminated for Cause for all purposes under the Plan, and the Grantee shall be required to repay to the Company all amounts received by the Grantee and his or her permitted transferees in connection with Awarded Shares following such termination that would have been forfeited under the Plan had such termination been for Cause.

3. Forfeiture of Awarded Shares. Awarded Shares that are not vested in accordance with Section 2 shall be forfeited on the date of the Grantee's termination of service with the Group as an employee, independent contractor or member of the Board (the "**Termination Date**"). Upon forfeiture, all of the Grantee's rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company or the Group.

4. Restrictions on Awarded Shares. Subject to the provisions of the Plan and the terms of this Agreement, from the Date of Grant until the date the Awarded Shares are vested in accordance with Section 2 and are no longer subject to forfeiture in accordance with Section 3 (the "**Restriction Period**"), the Grantee shall not be permitted to sell, transfer, pledge, or assign any of the Awarded Shares. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Awarded Shares whenever it may determine that, by reason of changes in Applicable Laws or other changes in circumstances arising after the date of this Agreement, such action is appropriate.

5. Legend. Awarded Shares electronically registered in a Grantee's name shall note that such shares are Restricted Stock. If certificates for Awarded Shares are issued, the following legend shall be placed on all such certificates:

On the face of the certificate:

"Transfer of this stock is restricted in accordance with conditions printed on the reverse of this certificate."

On the reverse:

"The shares of stock evidenced by this certificate are subject to and transferable only in accordance with that certain Inducement Restricted Stock Award dated as of _____, 20____, by and between the Company and _____, a copy of which is on file at the principal office of the Company in Tel-Aviv, Israel. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan and Award Agreement. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan and Award Agreement."

The following legend shall be inserted on a certificate, if issued, evidencing Common Stock issued under this Agreement if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

"Shares of stock represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company."

All Awarded Shares owned by the Grantee shall be subject to the terms of this Agreement and shall be represented by a certificate or certificates bearing the foregoing legend.

6. Delivery of Certificates. If requested by the Grantee, the Company shall deliver certificates for the Awarded Shares free of restriction under this Agreement promptly after, and only after, the Restriction Period has expired without forfeiture pursuant to Section 4. In connection with the issuance of a certificate for Restricted Stock, the Grantee shall endorse such certificate in blank or execute a stock power in a form satisfactory to the Company in blank and deliver such certificate and executed stock power to the Company.

7. Clawback. Notwithstanding Section 2, if the Grantee is an executive officer (as defined under U.S. Securities and Exchange Commission rules) of the Company at any time after the Date of Grant and the Company is required to restate its financial statements, then the Committee may, in its sole and absolute discretion, at any time within two years following such restatement, require the Grantee to, and the Grantee shall immediately upon notice of such Committee determination, return to the Company any Awarded Shares and pay to the Company in cash the amount of any proceeds received by the Grantee from the disposition or transfer of, and any dividends or other distributions of cash or property received by the Grantee with respect to, any Awarded Shares, in each case during the period commencing two years before the beginning of the restated financial period and ending on the date of such Committee determination. In addition, any portion of the Awarded Shares that is not vested or has not been exercised by the Grantee on the date that the Committee makes such determination shall be immediately and irrevocably forfeited. The Committee shall have the authority and discretion to make any determination regarding the specific implementation of this Section 7 with respect to the Grantee. In addition to this Section 7, this Agreement, the Awarded Shares shall be fully subject to the terms and conditions of any "clawback" or compensation recovery policy that is in effect or may later be adopted by the Company in its discretion or imposed under Applicable Laws, each as may be amended and in effect from time to time.

8. Rights of a Stockholder. Except as provided in Section 4 and Section 5 above, the Grantee shall have, with respect to his Awarded Shares, all of the rights of a stockholder of the Company, including the right to vote the shares, and the right to receive any dividends thereon. Any stock dividends paid with respect to Awarded Shares shall at all times be treated as Awarded Shares and shall be subject to all restrictions placed on Awarded Shares; any such stock dividends paid with respect to Awarded Shares shall vest as the Awarded Shares become vested.

9. Adjustment to Number of Awarded Shares. The number of Awarded Shares shall be subject to adjustment in accordance with Section 8 of the Plan.

10. Grantee's Representations. Notwithstanding anything herein to the contrary, the Grantee hereby represents and warrants to the Company, that:

a. The Awarded Shares acquired for investment purposes only for the Grantee's own account and not with a view to or in connection with any distribution, re-offer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended (the "*Securities Act*") and applicable state securities laws;

b. The Grantee, alone or together with the Grantee's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Grantee is capable of evaluating the merits and economic risks of acquiring Common Stock and holding such Common Stock;

c. The Grantee has had access to all of the information with respect to the Common Stock underlying the Awarded Shares that the Grantee deems necessary to make a complete evaluation thereof and has had the opportunity to question the Company concerning the Awarded Shares and the Common Stock;

d. The decision of the Grantee to acquire the Awarded Shares for investment has been based solely upon the evaluation made by the Grantee;

e. The Grantee understands that the Awarded Shares constitute "restricted securities" under the Securities Act and has not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Grantee's investment intent as expressed herein. The Grantee further understands that, subject to Section 23 below, the Awarded Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available;

f. Except as set forth in Section 12 below, the Grantee acknowledges and understands that the Company is under no obligation to register the Common Stock underlying the Awarded Shares and that the certificates evidencing such Common Stock will be imprinted with a legend which prohibits the transfer of such Common Stock unless it is registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws; and

g. The Grantee is an “accredited investor,” as such term is defined in Section 501 of Regulation D promulgated under the Securities Act.

11. Grantee’s Acknowledgments. The Grantee acknowledges that a copy of the Plan has been made available for his or her review by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

12. Registration. Except as set forth below, the Grantee acknowledges and understands that the Company is under no obligation to register the Common Stock underlying the Awarded Shares and that the certificates evidencing such Common Stock will be imprinted with a legend which prohibits the transfer of such Common Stock unless it is registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws. The Company covenants and agrees to file a registration statement under the Securities Act on Form S-8, subject to requirements under Applicable Law, with respect to this Agreement and the Awarded Shares granted hereunder as soon as administratively practicable following the Date of Grant.

13. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this Agreement to the laws of another state).

14. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Grantee the right to continue in the employ or to provide services to the Company or the Group, whether as an employee, independent contractor or member of the Board, or interfere with or restrict in any way the right of the Company or the Group to discharge the Grantee as an employee, independent contractor or member of the Board at any time.

15. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

16. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that is set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Grantee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

17. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof, including the Offer Letter, and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

18. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein. No person shall be permitted to acquire any Awarded Shares without first executing and delivering an agreement in the form satisfactory to the Company making such person or entity subject to the restrictions on transfer contained herein.

19. Modification. The Company may amend or modify this Award in any manner to the extent that the Company would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair the Grantee's rights under this Agreement without the Grantee's written consent. Other than as provided in the preceding sentence, this Agreement may be amended, modified or supplemented only by an instrument in writing signed by both parties hereto.

20. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

21. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

22. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Grantee, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

a. Notice to the Company shall be addressed and delivered as follows:

InspireMD, Inc.
4 Menorat HaMaor Street
Tel Aviv, Israel 6744832
Attn: Craig Shore
Fax: +97236917692

b. Notice to the Grantee shall be addressed and delivered as set forth on the signature page.

23. Tax Requirements. **The Grantee is hereby advised to consult immediately with his or her own tax advisor regarding the tax consequences of this Agreement, the method and timing for filing an election to include this Agreement in income under Section 83(b) of the Code, and the tax consequences of such election. By execution of this Agreement, the Grantee agrees that if the Grantee makes such an election, the Grantee shall provide the Company with written notice of such election in accordance with the regulations promulgated under Section 83(b) of the Code.** The Company or, if applicable, any Subsidiary (for purposes of this Section 23, the term "*Company*" shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with this Agreement or the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Grantee may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures, provided such withholding does not trigger liability accounting under applicable accounting rules. The Company may, in its sole discretion, also require the Grantee receiving shares of Common Stock issued under this Agreement to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Grantee's income arising with respect to this Award. Such payments shall be required to be made when requested by Company and may be required to be made prior to the delivery of any certificate representing shares of Common Stock, if such certificate is requested by the Grantee. Such payment may be made by (i) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligations of the Company; (ii) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Grantee to the Company of shares of Common Stock that the Grantee has not acquired from the Company within six (6) months prior thereto, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) if the Company, in its sole discretion, so consents in writing, the Company's withholding of a number of shares to be delivered upon the vesting of this Restricted Stock Award, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii). The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Grantee.

[Remainder of Page Intentionally Left Blank.
Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

**COMPANY:
INSPIREMD, INC.**

By: _____
Name: _____
Title: _____

PARTICIPANT:

Signature

Name: _____
Address: _____

Date of Signature: _____

INDUCEMENT NONQUALIFIED STOCK OPTION AWARD AGREEMENT

INSPIREMD, INC.

1. Grant of Option. Pursuant to the terms of this Inducement Nonqualified Stock Option Agreement (this “*Agreement*”) InspireMD, Inc., a Delaware corporation (the “*Company*”; together with its Subsidiaries, the “*Group*”) grants to

[]

(the “*Optionee*”),

an option (the “*Option*” or “*Stock Option*”) to purchase a total of [] full shares of Common Stock of the Company (the “*Optioned Shares*”) at an “*Option Price*” equal to \$[] per share (being equal to the Fair Market Value per share of the Common Stock on the Date of Grant).

The “*Date of Grant*” of this Stock Option is []. The “*Option Period*” shall commence on the Date of Grant and shall expire on the date immediately preceding the tenth (10th) anniversary of the Date of Grant, unless terminated earlier in accordance with Section 4 below. The Stock Option is not intended to be an incentive stock option (within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “*Code*”)) (“*Incentive Stock Option*”). This Stock Option is intended to comply with the provisions governing nonqualified stock options under the final Treasury Regulations issued on April 17, 2007, in order to exempt this Stock Option from application of Section 409A of the Code.

The Option is being granted to induce the Optionee to join the Company in the capacity as the Company’s [] and the Compensation Committee of the Board has determined that it is in the best interests of the Company to grant an inducement nonqualified stock option award on the terms and conditions set forth herein. In an offer letter dated [] (the “*Offer Letter*”), the Company offered the Optionee an inducement award of options substantially consistent with this Agreement. Except as specifically provided to the contrary under this Agreement, this Option award (the “*Award*”) shall be construed and administered in accordance with the InspireMD, Inc. 2024 Inducement Plan (the “*Plan*”), the terms of which are hereby incorporated by reference..

To receive this Award, the Optionee must sign this Agreement and return it to the Company by []. By signing this Agreement, the Optionee agrees to be bound by the terms and conditions herein, the applicable provisions of the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan (which shall apply to this Award unless otherwise provided by the Company), and the Optionee further acknowledges and agrees that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company directly or indirectly, or give rise to any cause of action at law or in equity against the Company.

2. Subject to Plan. The Stock Option and its exercise are subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. The Stock Option is subject to any rules promulgated pursuant to the Plan by the Board or the Committee to the extent applicable to inducement awards and communicated to the Optionee in writing.

3. Vesting; Time of Exercise. Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Optioned Shares shall be vested and the Stock Option shall be exercisable as follows:

- a. One third (1/3) of the total Optioned Shares (rounded down for fractional shares) shall vest and that portion of the Stock Option shall become exercisable on the first anniversary of the Date of Grant, provided the Optionee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.
-

b. An additional one third (1/3) of the total Optioned Shares (rounded down for fractional shares) shall vest and that portion of the Stock Option shall become exercisable on the second anniversary of the Date of Grant, provided the Optionee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.

c. The remaining one third (1/3) of the total Optioned Shares shall vest and that portion of the Stock Option shall become exercisable on the third anniversary of the Date of Grant, provided the Optionee has continuously provided services to the Group as an employee, independent contractor or member of the Board through that date.

Notwithstanding the foregoing, all of the then unvested Optioned Shares shall vest effective immediately prior to the consummation of a Change in Control, provided the Optionee has continuously provided services to the Group as an employee, independent contractor or member of the Board through the date of consummation of the Change in Control. For purposes hereof, "**Change in Control**" shall mean either of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (b) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "**Successor Entity**")) directly or indirectly, at least 50% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

For purposes of this Agreement, "**Subsidiary**" means any entity, whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

4. Term; Forfeiture.

a. Except as otherwise provided in this Agreement, to the extent the unexercised portion of the Stock Option relates to Optioned Shares which are not vested on the date of the Optionee's termination of service with the Group as an employee, independent contractor or member of the Board ("**Termination of Service**"), the Stock Option will be terminated on that date. The unexercised portion of the Stock Option that relates to Optioned Shares which are vested will terminate at the first of the following to occur:

- i. 5 p.m. on the date the Option Period terminates;
- ii. 5 p.m. on the date which is six (6) months following the date of the Optionee's Termination of Service due to death;
- iii. 5 p.m. on the date which is twelve (12) months following the date of the Optionee's Termination of Service due to the Optionee's permanent and total disability (within the meaning of Section 22(e)(3) of the Code);
- iv. 5 p.m. on the date which is ninety (90) days following the date of the Optionee's Termination of Service by the Company without Cause (as defined below);
- v. immediately upon the Optionee's Termination of Service by the Company for Cause;
- vi. 5 p.m. on the date which is ninety (90) days following the date of the Optionee's Termination of Service for any reason not otherwise specified in this Section 4.a.;
- vii. 5 p.m. on the date which is twelve (12) months following the date of the Optionee's Retirement, or, solely to the extent any of the Optioned Shares are not vested as of the date twelve (12) months following the date of the Optionee's Retirement, ninety (90) days after the date on which such Optioned Shares vest; and
- viii. 5 p.m. on the date the Company causes any portion of the Stock Option to be forfeited pursuant to Section 7 hereof.

Any reference in this agreement to a specific time shall refer to the time zone in which a Optionee is residing as of the date in question.

b. For the purposes hereof, "**Cause**" shall mean, unless otherwise defined in an employment agreement with respect to the termination of the Optionee's employment with the Company (in which case such cause definition and process shall apply in lieu of this paragraph), the occurrence of one or more of the following events, as determined by the Committee in its good faith: (i) misconduct or material failure or refusal to perform (other than by reason of disability or an approved leave of absence), or substantial negligence in the performance of, his or her duties and responsibilities to the Company or any member of the Group; (ii) the Optionee's material breach of any restrictive covenant agreement between the Optionee and any member of the Group; (iii) the Optionee's commission of an act or acts constituting a felony or any crime involving moral turpitude or that has or reasonably could be expected to have an adverse effect on any member of the Group, including economically or reputationally; (iv) the Optionee's commission of fraud, embezzlement, theft or other act involving dishonesty; (v) other conduct by the Optionee that is or could be reasonably expected to be materially harmful to the business interests or reputation of any member of the Group; (vi) the Optionee's breach of a fiduciary duty owed to the Company or a member of the Group, including acting in conflict with the business interests of any member of the Group; or (vii) the Optionee's material breach of this Agreement or an employment policy or code of conduct of member of the Group. If, within six months following the Optionee's Termination of Service for any reason other than for Cause, it is discovered that the Optionee's employment or service could have been terminated for Cause, such Optionee's employment or service shall, at the discretion of the Committee, be deemed to have been terminated for Cause for all purposes under the Plan, and the Optionee shall be required to repay to the Company all amounts received by the Optionee and his or her permitted transferees in connection with the Optioned Shares following such termination that would have been forfeited under the Plan had such termination been for Cause.

5. Who May Exercise. Subject to the terms and conditions set forth in Sections 3 and 4 above, during the lifetime of the Optionee, the Stock Option may be exercised only by the Optionee, or by the Optionee's guardian or personal or legal representative. If the Optionee's Termination of Service is due to death prior to the dates specified in Section 4.a. hereof, and the Optionee has not exercised the Stock Option as to the maximum number of vested Optioned Shares as set forth in Section 3 hereof as of the date of death, the personal representative of such Optionee's estate may exercise the exercisable portion of the Stock Option at any time prior to the earliest of the dates specified in Section 4.a. hereof; provided that the Stock Option shall remain subject to the other terms of this Agreement, the Plan, and Applicable Laws, rules, and regulations.

6. No Fractional Shares. The Stock Option may be exercised only with respect to full shares, and no fractional share of stock shall be issued.

7. Manner of Exercise. Subject to such administrative regulations as the Committee may from time to time adopt, the Stock Option may be exercised by the delivery of written notice to the Committee setting forth the number of shares of Common Stock with respect to which the Stock Option is to be exercised, the date of exercise thereof (the "*Exercise Date*") which shall be at least two (2) days after giving such notice unless an earlier time shall have been mutually agreed upon. On the Exercise Date, the Optionee shall deliver to the Company consideration with a value equal to the total Option Price of the shares to be purchased, payable as follows: (a) cash, check, bank draft, or money order payable to the order of the Company; (b) if the Company, in its sole discretion, so consents in writing, Common Stock owned by the Optionee on the Exercise Date, valued at its Fair Market Value on the Exercise Date, and which the Optionee has not acquired from the Company within six (6) months prior to the Exercise Date; (c) if the Company, in its sole discretion, so consents in writing, having the Company retain from the shares of Common Stock otherwise issuable upon exercise of the Stock Option a number of shares of Common Stock having a value (determined pursuant to rules established by the Company in its discretion) equal to the total Option Price of the shares to be purchased (a "net exercise"); and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion.

Upon payment of all amounts due from the Optionee, the Company shall cause the Common Stock then being purchased to be registered in the Optionee's name (or such person as designated in writing by the personal representative of the Optionee's estate in the event of the Optionee's death) promptly after the Exercise Date, unless the Optionee, or such other person, requests, in writing, delivery of the certificates for the Common Stock in accordance with the procedures established by the Committee, which procedures shall apply to this Award unless otherwise provided by the Committee. The obligation of the Company to register or deliver shares of Common Stock shall, however, be subject to the condition that if at any time the Company shall determine in its discretion that the listing, registration, or qualification of the Stock Option or the Common Stock upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Stock Option or the issuance or purchase of shares of Common Stock thereunder, then the Stock Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

Subject to Section 8, below, if the Optionee fails to pay for any of the Optioned Shares specified in such notice or fails to accept delivery thereof, that portion of the Optionee's Stock Option and right to purchase such Optioned Shares may be forfeited by the Optionee.

8. Automatic Exercise. To the extent the vested and exercisable portion of the Stock Option remains unexercised as of 5 p.m. on the date the Stock Option expires as determined in accordance with Section 4 above, that portion of the Stock Option will be exercised without any action by the Optionee in accordance with the terms of this Agreement if the Fair Market Value of all the vested Option Shares on that date is at least \$100 (USD) greater than the sum of the Option Price for all the vested Option Shares. In such case, the Option Price shall be satisfied in the method determined by the Committee in its sole discretion, including whether or not by a net exercise.

9. Nonassignability. The Stock Option is not assignable or transferable by the Optionee except by will or by the laws of descent and distribution

10. Clawback. Notwithstanding Sections 3, 4 and 7, if the Optionee is an executive officer (as defined under U.S. Securities and Exchange Commission rules) of the Company at any time after the Date of Grant and the Company is required to restate its financial statements, then the Committee may, in its sole and absolute discretion, at any time within two years following such restatement, require the Optionee to, and the Optionee shall immediately upon notice of such Committee determination, return to the Company any Optioned Shares or shares of Common Stock received by the Optionee under this Agreement and pay to the Company in cash the amount of any proceeds received by the Optionee from the disposition or transfer of, and any dividends or other distributions of cash or property received by the Optionee with respect to, any Optioned Shares or shares of Common Stock under this Agreement, in each case during the period commencing two years before the beginning of the restated financial period and ending on the date of such Committee determination. In addition, any portion of the Option or the Optioned Shares that is not vested or has not been exercised by the Optionee on the date that the Committee makes such determination shall be immediately and irrevocably forfeited. The Committee shall have the authority and discretion to make any determination regarding the specific implementation of this Section 10 with respect to the Optionee. In addition to this Section 10, this Agreement, the Option and the Optioned Shares shall be fully subject to the terms and conditions of any “clawback” or compensation recovery policy that is in effect or may later be adopted by the Company in its discretion or imposed under Applicable Laws, each as may be amended and in effect from time to time.

11. Rights as Stockholder. The Optionee will have no rights as a stockholder with respect to any of the Optioned Shares until the issuance of a certificate or certificates to the Optionee, or the registration of such shares in the Optionee’s name, for the shares of Common Stock. The Optioned Shares shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in this Agreement or the Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates. The Optionee, by executing this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of the shares of Common Stock.

12. Adjustment of Number of Optioned Shares and Related Matters. The number of shares of Common Stock covered by the Stock Option, and the Option Prices thereof, shall be subject to adjustment in accordance with Section 8 of the Plan.

13. Nonqualified Stock Option. The Stock Option shall not be treated as an Incentive Stock Option.

14. Investment Representation. Notwithstanding anything herein to the contrary, the Optionee hereby represents and warrants to the Company, that:

a. The Common Stock that will be received upon the exercise of the Stock Option are acquired for investment purposes only for the Optionee’s own account and not with a view to or in connection with any distribution, re-offer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended (the “*Securities Act*”) and applicable state securities laws;

b. The Optionee, alone or together with the Optionee’s representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Optionee is capable of evaluating the merits and economic risks of acquiring Common Stock upon the exercise of the Stock Option and holding such Common Stock;

c. The Optionee has had access to all of the information with respect to the Common Stock underlying the Stock Option that the Optionee deems necessary to make a complete evaluation thereof and has had the opportunity to question the Company concerning the Stock Option and the Common Stock underlying the Stock Option;

d. The decision of the Optionee to acquire the Common Stock upon exercise of the Stock Option for investment has been based solely upon the evaluation made by the Optionee;

e. The Optionee understands that the Common Stock underlying the Stock Option constitutes “restricted securities” under the Securities Act and has not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Optionee’s investment intent as expressed herein. The Optionee further understands that, subject to Section 27 below, the Common Stock underlying the Stock Option must be held indefinitely unless it is subsequently registered under the Securities Act or an exemption from such registration is available;

f. Except as set forth in Section 15 below, the Optionee acknowledges and understands that the Company is under no obligation to register the Common Stock underlying the Stock Option and that the certificates evidencing such Common Stock will be imprinted with a legend which prohibits the transfer of such Common Stock unless it is registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws; and

g. The Optionee is an “accredited investor,” as such term is defined in Section 501 of Regulation D promulgated under the Securities Act.

15. Registration. Except as set forth below, the Optionee acknowledges and understands that the Company is under no obligation to register the Common Stock underlying the Stock Option and that the certificates evidencing such Common Stock will be imprinted with a legend which prohibits the transfer of such Common Stock unless it is registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws. The Company covenants and agrees to file a registration statement under the Securities Act on Form S-8, subject to requirements under Applicable Law, with respect to this Agreement and the Stock Option granted hereunder as soon as administratively practicable following the Date of Grant. Such registration shall be maintained for as long as the Optionee may exercise the Stock Option hereunder.

16. Optionee’s Acknowledgments. The Optionee acknowledges that a copy of the Plan has been made available for review by the Company, and represents that the Optionee is familiar with the terms and provisions thereof, and hereby accepts this Stock Option subject to the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

17. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this Agreement to the laws of another state).

18. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Optionee the right to continue in the employ or to provide services to the Company or the Group, whether as an employee, independent contractor or member of the Board, or interfere with or restrict in any way the right of the Company or the Group to discharge the Optionee as an employee, independent contractor or member of the Board at any time.

19. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

20. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that is set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Optionee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

21. Entire Agreement. This Agreement supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof, including the Offer Letter, and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

22. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

23. Modification. The Company may amend or modify this Award in any manner to the extent that the Company would have had the authority under the Plan initially to grant such Award, including if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder; provided, however, that no such amendment or modification shall materially and adversely impair the Optionee's rights under this Agreement without the Optionee's written consent. Other than as provided in the preceding sentence, this Agreement may be amended, modified or supplemented only by an instrument in writing signed by both parties hereto.

24. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

25. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

26. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Optionee, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

a. Notice to the Company shall be addressed and delivered as follows:

InspireMD, Inc.
4 Menorat Hamaor St., 3rd Floor
Tel Aviv, Israel 6744832
Attn: Craig Shore
Fax: +97236917692

b. Notice to the Optionee shall be addressed and delivered as set forth on the signature page.

27. Tax Requirements. The Optionee is hereby advised to consult immediately with a personal tax advisor regarding the tax consequences of this Agreement. The Company or, if applicable, any Subsidiary (for purposes of this Section 27, the term "**Company**" shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with this Agreement or the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Optionee may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures, provided such withholding does not trigger liability accounting under applicable accounting rules. The Company may, in its sole discretion, also require the Optionee receiving shares of Common Stock issued under this Agreement to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Optionee's income arising with respect to this Award. Such payments shall be required to be made when requested by the Company and may be required to be made prior to the registration or delivery of any certificate representing shares of Common Stock. Such payment may be made by (i) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligations of the Company; (ii) if the Company, in its sole discretion, so consents in writing, the actual delivery by the exercising Optionee to the Company of shares of Common Stock that the Optionee has not acquired from the Company within six (6) months prior to the date of exercise, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) if the Company, in its sole discretion, so consents in writing, the Company's withholding of a number of shares to be delivered upon the exercise of the Stock Option, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii). The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Optionee.

* * * * *

*[Remainder of Page Intentionally Left Blank
Signature Page Follows.]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Optionee, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

**THE COMPANY:
INSPIREMD, INC.**

By: _____
Name: _____
Title: _____

THE PARTICIPANT:

Signature
Name: _____
Address: _____

**INDUCEMENT RESTRICTED STOCK UNIT AWARD AGREEMENT
INSPIREMD, INC.**

1. Award of Restricted Stock Units. Pursuant to the terms of this Inducement Restricted Stock Award Agreement (this “*Agreement*”), InspireMD, Inc., a Delaware corporation (the “*Company*”; together with its Subsidiaries, the “*Group*”), grants to

[*]
(the “*Grantee*”)

an Award, in accordance with Section 8.1(k) of the Plan, for [*] Restricted Stock Units (the “*Awarded Units*”) which may be converted into the number of shares of Common Stock of the Company equal to the number of Restricted Stock Units, subject to the terms and conditions of the Plan and this Agreement. The “*Date of Grant*” of this Award is [*]. To receive this Award, the Grantee must sign this Agreement and return it to the Company by [*]. **This Agreement will be cancelled without a timely signature.** By signing this Agreement, the Grantee agrees to be bound by the terms and conditions herein, the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and the Grantee further acknowledges and agrees that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company directly or indirectly, or give rise to any cause of action at law or in equity against the Company. Each Awarded Unit shall be a notional share of Common Stock, with the value of each Awarded Unit being equal to the Fair Market Value of a share of Common Stock at any time.

The Awarded Units are being granted to induce the Grantee to join the Company in the capacity as the Company’s [] and the Compensation Committee of the Board has determined that it is in the best interests of the Company to grant the Awarded Units on the terms and conditions set forth herein. In an offer letter dated [] (the “*Offer Letter*”), the Company offered the Grantee an inducement award of Restricted Stock Units materially consistent with this Agreement. Except as specifically provided to the contrary under this Agreement, the Awarded Units shall be construed and administered in accordance with the InspireMD, Inc. 2024 Inducement Plan (the “*Plan*”), the terms of which are hereby incorporated by reference.

This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of this Agreement, this Agreement shall control. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee to the extent applicable to inducement awards and communicated to the Grantee in writing.

2. Vesting; Time of Delivery of Shares.

a. Awarded Units which have become vested pursuant to the terms of this Section 2 are collectively referred to herein as “*Vested RSUs*.” All other Awarded Units are collectively referred to herein as “*Unvested RSUs*.”

i. One-third (1/3) of the total Awarded Units (rounded down to the nearest whole unit) shall vest on the first anniversary of the Date of Grant and become Vested RSUs, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor, or member of the Board through that date.

ii. An additional one-third (1/3) of the total Awarded Units (rounded down to the nearest whole unit) shall vest on the second anniversary of the Date of Grant and become Vested RSUs, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor, or member of the Board through that date.

iii. The remaining one-third (1/3) of the total Awarded Units shall vest on the third anniversary of the Date of Grant and become Vested RSUs, provided that the Grantee has continuously provided services to the Group as an employee, independent contractor, or member of the Board through that date.

Notwithstanding the foregoing, if the Grantee's service with the Group as an employee, independent contractor or member of the Board terminates ("**Termination of Service**") due to death, disability, or by action of the Company without Cause (as defined in Section 3.c. below) at any time during the two year period beginning on a Change in Control (as defined in Section 3.b. below), the total Awarded Units not previously vested shall thereupon immediately become fully vested as of the Termination Date.

b. For purposes hereof, "**Change in Control**" shall mean either of the following: (a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (b) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or (b) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction: (i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the "person" that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "**Successor Entity**")) directly or indirectly, at least 50% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and (ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

c. For purposes hereof, "**Cause**" shall mean, unless otherwise defined in an employment agreement with respect to the termination of the Grantee's employment with the Company (in which case such cause definition and process shall apply in lieu of this paragraph), the occurrence of one or more of the following events, as determined by the Committee in its good faith: (i) misconduct or material failure or refusal to perform (other than by reason of disability or an approved leave of absence), or substantial negligence in the performance of, his or her duties and responsibilities to the Company or any member of the Group; (ii) the Grantee's material breach of any restrictive covenant agreement between the Grantee and any member of the Group; (iii) the Grantee's commission of an act or acts constituting a felony or any crime involving moral turpitude or that has or reasonably could be expected to have an adverse effect on any member of the Group, including economically or reputationally; (iv) the Grantee's commission of fraud, embezzlement, theft or other act involving dishonesty; (v) other conduct by the Grantee that is or could be reasonably expected to be materially harmful to the business interests or reputation of any member of the Group; (vi) the Grantee's breach of a fiduciary duty owed to the Company or a member of the Group, including acting in conflict with the business interests of any member of the Group; or (vii) the Grantee's material breach of this Agreement or an employment policy or code of conduct of member of the Group. If, within six months following the Grantee's Termination of Service for any reason other than for Cause, it is discovered that the Grantee's employment or service could have been terminated for Cause, such Grantee's employment or service shall, at the discretion of the Committee, be deemed to have been terminated for Cause for all purposes under the Plan, and the Grantee shall be required to repay to the Company all amounts received by the Grantee and his or her permitted transferees in connection with Awarded Units following such Termination that would have been forfeited under the Plan had such Termination been for Cause.

d. For purposes of this Agreement, “**Subsidiary**” means any entity, whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

e. Subject to the provisions of the Plan and this Agreement, including Section 23 below (regarding Section 409A of the Code), the Company shall convert the Vested RSUs into the number of whole shares of Common Stock equal to the number of Vested RSUs and shall deliver them to the Grantee (or the Grantee’s personal representative) on the earlier of a Change in Control or the Grantee’s Termination of Services for any reason other than by the Company for Cause.

3. Forfeiture of Awarded Units. Except as otherwise provided in Section 2 above, upon the Grantee’s Termination of Service for any reason (the “**Termination Date**”), the Grantee shall be deemed to have forfeited all of the Grantee’s Unvested RSUs. Upon forfeiture, all of the Grantee’s rights with respect to the forfeited Unvested RSUs shall cease and terminate, without any further obligations on the part of the Company. Upon forfeiture, all of the Grantee’s rights with respect to the forfeited Awarded Units shall cease and terminate, without any further obligations on the part of the Company.

4. Who May Receive Converted Awarded Units. During the lifetime of the Grantee, the Common Stock received upon conversion of Awarded Units may only be received by the Grantee or his legal representative. If the Grantee dies prior to the date his Awarded Units are converted into shares of Common Stock as described in Section 2 above, the Common Stock relating to such converted Awarded Units may be received by any individual who is entitled to receive the property of the Grantee pursuant to the applicable laws of descent and distribution.

5. No Fractional Shares. Awarded Units may be converted only with respect to full shares, and no fractional share of Common Stock shall be issued.

6. Nonassignability. The Awarded Units are not assignable or transferable by the Grantee except by will or by the laws of descent and distribution.

7. Clawback. Notwithstanding Section 2, if the Grantee is an executive officer (as defined under U.S. Securities and Exchange Commission rules) of the Company at any time after the Date of Grant and the Company is required to restate its financial statements, then the Committee may, in its sole and absolute discretion, at any time within two years following such restatement, require the Grantee to, and the Grantee shall immediately upon notice of such Committee determination, return to the Company any shares of Common Stock received under the Awarded Units and pay to the Company in cash the amount of any proceeds received by the Grantee from the disposition or transfer of, and any dividends or other distributions of cash or property received by the Grantee with respect to, any such shares, in each case during the period commencing two years before the beginning of the restated financial period and ending on the date of such Committee determination. In addition, any portion of the Awarded Units that is not vested or has not been exercised by the Grantee on the date that the Committee makes such determination shall be immediately and irrevocably forfeited. The Committee shall have the authority and discretion to make any determination regarding the specific implementation of this Section 7 with respect to the Grantee. In addition to this Section 7, this Agreement, the Awarded Units shall be fully subject to the terms and conditions of any “clawback” or compensation recovery policy that may be adopted by the Company in its discretion or imposed under Applicable Laws, each as may be amended and in effect from time to time.

8. Dividend Equivalent Rights. Subject to the restrictions, limitations and conditions described in the Plan, if cash dividends are paid in respect of the shares of Common Stock underlying the Awarded Units, then a dividend equivalent equal to the amount paid will be converted into an equivalent number of Awarded Units (“**Dividend Equivalent Rights**”), which will accrue with respect to the Awarded Units at the same time and in the same amount as cash dividends are paid to owners of shares of Common Stock. Interest shall not be credited on accrued Dividend Equivalent Rights. Dividend Equivalent Rights will (i) vest on the same vesting dates, as provided in Section 2, as the associated Awarded Units, (b) be distributed in cash or shares, as determined by the Company, within 30 days thereafter except as otherwise provided in this Agreement and in the Plan and (iii) be subject to the clawback provisions in Section 7 above in the same manner as dividends.

9. Rights of a Stockholder. The Grantee will have no rights as a stockholder with respect to any shares covered by this Agreement until the issuance of a certificate or certificates to the Grantee or the registration of such shares in the Grantee's name for the shares of Common Stock. The Awarded Units shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 8 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates. The Grantee, by his execution of this Agreement, agrees to execute any documents requested by the Company in connection with the conversion of the Awarded Units into shares of Common Stock pursuant to this Agreement.

10. Adjustment of Number of Awarded Units and Related Matters. The number of shares of Common Stock covered by the Awarded Units shall be subject to adjustment in accordance with Section 8.1 of the Plan.

11. Grantee's Representations. Notwithstanding any of the provisions hereof, the Grantee hereby agrees that the Company will not be obligated to issue any shares of Common Stock to the Grantee hereunder, if the issuance of such shares shall constitute a violation by the Grantee or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Grantee are subject to all Applicable Laws.

12. Grantee's Acknowledgments. The Grantee acknowledges that a copy of the Plan has been made available for his review by the Company, and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

13. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this Agreement to the laws of another state).

14. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Grantee the right to continue in the employ or to provide services to the Company or the Group, whether as an employee, independent contractor, or member of the Board, or interfere with or restrict in any way the right of the Company or the Group to discharge the Grantee as an employee, independent contractor or member of the Board at any time.

15. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

16. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that is set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Grantee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

17. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

18. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

19. Modification. The Company may amend or modify this Award in any manner to the extent that the Company would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair the Grantee's rights under this Agreement without the Grantee's written consent. Other than as provided in the preceding sentence, this Agreement may be amended, modified or supplemented only by an instrument in writing signed by both parties hereto.

20. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

21. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

22. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Grantee, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

a. Notice to the Company shall be addressed and delivered as follows:

InspireMD, Inc.
4 Menorat Hamaor St., 3rd Floor
Tel Aviv, Israel 6744832
Attn: Craig Shore
Fax: +97236917692

b. Notice to the Grantee shall be addressed and delivered as set forth on the signature page.

23. Section 409A; Six Month Delay. Notwithstanding anything herein to the contrary, in the case of a distribution of shares of Common Stock on account of any Termination of Service, other than death, a distribution of the number of such shares, determined after application of the withholding requirements set forth in Section 24 below, on behalf of the Grantee, if the Grantee is a "specified employee" as defined in § 1.409A-1(i) of the Final Regulations under Section 409A of the Code, to the extent otherwise required under Section 409A of the Code, shall not occur until the date which is six (6) months following the date of the Grantee's Termination of Service (or, if earlier, the date of death of the Grantee).

24. Tax Requirements. **The Grantee is hereby advised to consult immediately with his own tax advisor regarding the tax consequences of this Agreement.** Unless the Company otherwise consents in writing to an alternative withholding method, the Company, or if applicable, any Subsidiary (for purposes of this Section 24, the term "**Company**" shall be deemed to include any applicable Subsidiary) shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Agreement. The Grantee may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures, provided such withholding does not trigger liability accounting under applicable accounting rules and does not violate Section 409A of the Code. The Company shall withhold the number of shares to be delivered upon the conversion of the Awarded Units with an aggregate Fair Market Value that equals the amount of any federal, state, local, or other taxes required by law to be withheld in connection with this Agreement. However, if the Grantee is a "specified employee" as defined in § 1.409A-1(i) of the Final Regulations under Section 409A of the Code who is subject to the six (6) months delay provided for in Section 24 above, the Company shall withhold the number of shares attributable to the employment taxes on the date of the Grantee's Termination of Service and withhold the number of shares attributable to the income taxes on the date which occurs six (6) months following the date of the Grantee's Termination of Service (or, if earlier, the date of death of the Grantee). In no event will the fair market value of the shares of Common Stock to be withheld and/or delivered pursuant to this Section 24 to satisfy applicable withholding taxes exceed the maximum amount of taxes required to be withheld.

The Company may, in its sole discretion and prior to the date of conversion, also permit the Grantee receiving shares of Common Stock upon conversion of Awarded Units to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Grantee's income arising with respect to this Agreement. Such payments shall be required to be made prior to the delivery of any certificate representing shares of Common Stock. Such payment, if the Company, in its sole discretion, so consents in writing, may be made by (i) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligations of the Company; (ii) the actual delivery by the Grantee to the Company of shares of Common Stock that the Grantee has not acquired from the Company within six (6) months prior to the date of conversion, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) the Company's withholding of a number of shares to be delivered upon the conversion of the Awarded Units, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii). The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Grantee .

[Remainder of Page Intentionally Left Blank
Signature Page Follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Grantee, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:
INSPIREMD, INC.

By: _____
Name: _____
Title: _____

GRANTEE: _____

Signature
Name: _____
Address: _____

Calculation of Filing Fee Table

Form S-8
(Form Type)

InspireMD, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share ⁽²⁾	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Shares of common Stock, par value \$0.0001 per share	457(c); 457(h)	2,200,000 ⁽³⁾	\$ 2.705	\$ 5,951,000	0.0001531	\$ 911.10
Total Offering Amount			<u>2,200,000</u>		<u>\$ 5,951,000</u>		<u>\$ 911.10</u>
Total Fees Previously Paid							<u>—</u>
Total Fee Offsets							<u>—</u>
Net Fee Due							<u>\$ 911.10</u>

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, this registration statement shall also cover any additional shares of common stock that become issuable under the InspireMD, Inc. 2024 Inducement Plan (the “Plan”) by reason of any stock dividend, stock split, recapitalization or other similar transaction.
- (2) The proposed maximum offering price per share is calculated in accordance with Rules 457(c) and 457(h) under the Securities Act, solely for purposes of calculating the registration fee on the basis of \$2.705 per share, the average of the high and low price of the Registrant’s ordinary shares as reported on the Nasdaq Capital Market on September 27, 2024.
- (3) Represents shares of common stock reserved for issuance under the Plan.