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**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934**

InspireMD, Inc.

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**(Name of Issuer)**

Common Stock, \$0.0001 par value per share

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**(Title of Class of Securities)**

45779A846

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**(CUSIP Number)**

Michael Lawless  
6303 Waterford District Drive  
Suite 215  
Miami, FL, 33126  
(888) 776-6804

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**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

06/26/2025

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**(Date of Event Which Requires Filing of This Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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# SCHEDULE 13D

CUSIP No. 45779A846

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| 1  | Name of reporting person<br>Michael A. Lawless (0001947077)   |  |
| 2  | Check the appropriate box if a member of a Group (See Instructions)<br><input type="checkbox"/> (a)<br><input type="checkbox"/> (b) |  |
| 3  | SEC use only  |  |
| 4  | Source of funds (See Instructions)<br>AF  |  |
| 5  | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)<br><input type="checkbox"/>                     |  |
| 6  | Citizenship or place of organization<br>MASSACHUSETTS   |  |
| Number of Shares Beneficially Owned by Each Reporting Person With: | 7   | Sole Voting Power<br>0.00                |
|  | 8   | Shared Voting Power<br>3,614,731.00      |
|  | 9   | Sole Dispositive Power<br>0.00           |
|  | 10  | Shared Dispositive Power<br>3,614,731.00 |
| 11   | Aggregate amount beneficially owned by each reporting person<br>3,614,731.00  |  |
| 12   | Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)<br><input type="checkbox"/>                    |  |
| 13   | Percent of class represented by amount in Row (11)<br>8.6 %   |  |
| 14   | Type of Reporting Person (See Instructions)<br>IN   |  |

Comment for Type of Reporting Person:

Consists of 3,614,731 Shares of restricted stock granted to employees of the Issuer under the Israeli Appendix of the InspireMD, Inc. 2013 Long-Term Incentive Plan (the "2013 Plan") and Section 5 of the InspireMD, Inc. 2021 Equity Incentive Plan ("the 2021 Plan" and together with the 2013 Plan, the "Plans"). Based upon 41,720,662 Shares issued and outstanding as of August 4, 2025, which amount was provided reported by the Issuer in its Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on August 4, 2025.

Does not include (i) 465,000 shares of restricted stock, which vest and become exercisable in three equal annual installments, with 1/3 vesting on each of June 25, 2026,

June 25, 2027 and June 25, 2028, subject to the Reporting Person's continued service with the Issuer, granted under the InspireMD, Inc. 2024 Inducement Plan (the "Inducement Plan") and (ii) options to purchase 212,000 Shares , which vest and become exercisable in three equal annual installments, with 1/3 vesting on each of June 25, 2026, June 25, 2027 and June 25, 2028, subject to the Reporting Person's continued service with the Issuer, granted under the Inducement Plan.

## SCHEDULE 13D

### Item 1. Security and Issuer

(a) **Title of Class of Securities:**

Common Stock, \$0.0001 par value per share

(b) **Name of Issuer:**

InspireMD, Inc.

(c) **Address of Issuer's Principal Executive Offices:**

6303 Waterford District Drive, Suite 215, Miami, FL 33126

### Item 2. Identity and Background

(a) This statement is filed by Michael A. Lawless.

(b) The principal business address of the Reporting Person is 6303 Waterford District Drive, Suite 215, Miami, Florida 33126.

(c) The principal occupation of the Reporting Person is serving as the Chief Financial Officer of the Issuer.

(d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The Reporting Person has not, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States.

### Item 3. Source and Amount of Funds or Other Consideration

Certain employees of the Company to whom equity has been granted under the Plans have granted an irrevocable proxy and power of attorney pursuant to an agreement (each a "Proxy Agreement" and collectively, the "Proxy Agreements") to vote, act by written consent or grant a consent, proxy or approval in respect Shares granted to such employees pursuant to Plans so long as the Shares are held by the Section 102 Trustee. For the purposes hereof, "Section 102 Trustee" means any entity appointed by the Company to serve as a trustee and approved by the Israeli Tax Authorities, all in accordance with the provisions of Section 102(a) of the Israeli Tax Ordinance (New Version) 1961, as amended and the rules and regulations promulgated thereunder.

As of the reporting date, 3,412,465 Shares are subject to the Proxy Agreements. Those shares, in the aggregate, represent approximately 8.2% of the combined voting power of the Company's outstanding common stock. The form of Proxy Agreement is described in greater detail in, and filed as an exhibit to, this Schedule 13D.

As a result of the Proxy Agreements, the Reporting Person may be deemed to have acquired beneficial ownership of all shares subject to the Proxy Agreements. The Reporting Person disclaims beneficial ownership of all shares subject to the Proxy Agreement, except for those shares with respect to which the Reporting Person, respectively, possesses sole dispositive power as noted in Item 5 below.

On June 25, 2025, the Reporting Person received a grant of 465,000 restricted Shares and options to purchase 212,000 Shares pursuant to the Inducement Plan. The restricted Shares and options may not be transferred or exercised, respectively, until they have vested. The restricted Shares and options vest in three equal installments, with 1/3 vesting on each of June 25, 2026, June 25, 2027 and June 25, 2028, subject to the Reporting Person's continued service. The Reporting Person has the sole power to vote and dispose of such Shares. The Reporting Person did not pay any cash consideration for the restricted Shares option to purchase Shares or other grants pursuant to the Inducement Plan.

#### **Item 4. Purpose of Transaction**

Item 3 above is hereby incorporated into this Item 4 by reference. The Reporting Person serves as an executive officer of the Issuer and, in such capacity, may be involved in reviewing transactions involving the Issuer and may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

As of the date hereof, the Reporting Person in his individual capacity does not have any present plans or proposals that relate to, or would result in, any actions or events specified in clauses (a) through (j) of Item 4 to Schedule 13D. The Reporting Person may, at any time and from time to time, (i) review or reconsider his position in the Issuer or change his purpose or formulate plans or proposals with respect thereto or (ii) propose or consider one or more of the actions described in clauses (a) through (j) of Item 4 to Schedule 13D.

From time to time, the Reporting Person may also acquire beneficial ownership of additional Shares or other securities of the Issuer as compensation from the Issuer, by purchase or otherwise, including, including, but not limited to, awards of restricted Shares, options to purchase Shares, and restricted stock units for Shares, or dispose of some or all of the Shares beneficially owned by the Reporting Person in the open market or in privately negotiated transactions (which may be with the Issuer or with third parties) on such terms and at such times as the Reporting Person may deem advisable.

#### **Item 5. Interest in Securities of the Issuer**

- (a) The information contained in rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D (including the footnotes thereto) is incorporated by reference herein.

As of the reporting date, 3,412,465 Shares are subject to the Proxy Agreements. Those shares, in the aggregate, represent approximately 8.2% of the combined voting power of the Company's outstanding common stock. The Reporting Person has the power to vote the shares subject to the Proxy Agreements. As a result, Reporting Person may be deemed to have acquired beneficial ownership of all shares subject to the Proxy Agreements. The Reporting Person disclaims beneficial ownership of all shares subject to the agreement, except for those shares with respect to which each Reporting Person, respectively, possesses sole dispositive power as noted below. The Proxy Agreement is described in greater detail in, and filed as an exhibit to this Schedule 13D.

- (b) The information contained in rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D (including the footnotes thereto) is incorporated by reference herein.

As of the reporting date, 3,412,465 Shares are subject to the Proxy Agreements. Those shares, in the aggregate, represent approximately 8.2% of the combined voting power of the Company's outstanding common stock. The Reporting Person has the power to vote the shares subject to the Proxy Agreements. As a result, Reporting Person may be deemed to have acquired beneficial ownership of all shares subject to the Proxy Agreements. The Reporting Person disclaims beneficial ownership of all shares subject to the agreement, except for those shares with respect to which each Reporting Person, respectively, possesses sole dispositive power as noted below. The Proxy Agreement is described in greater detail in, and filed as an exhibit to this Schedule 13D.

- (c) No transactions in the Issuer's Shares were effected during the past 60 days by the Reporting Person except as set forth in Item 3 above.
- (d) Except for the Shares listed in row 9 - Sole Dispositive, persons other than the Reporting Person have the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares listed in row 10 - Shared Dispositive Power. The information set forth under Item 3 above and Item 6 of this Schedule 13D is hereby incorporated by reference.
- (e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

The following description is qualified in its entirety by reference to the Proxy Agreement, which is incorporated by reference as Exhibits 1, and incorporated by reference herein.

Proxy Agreement

Certain employees (the "Grantors") of the Company to whom equity has been granted under the Plans have granted an irrevocable proxy and power of attorney pursuant to a Proxy Agreement to vote, act by written consent or grant a consent, proxy or approval in respect Shares granted to such employees pursuant to Plans so long as the Shares are held by the Section 102 Trustee. For the purposes hereof, "Section 102 Trustee" means any entity appointed by the Company to serve as a trustee and approved by the Israeli Tax Authorities, all in accordance with the provisions of Section 102(a) of the Israeli Tax Ordinance (New Version) 1961, as amended and the rules and regulations promulgated thereunder.

The Reporting Person, as a proxy and attorney-in-fact on behalf of the Grantors, is empowered by the Grantors to take any action permitted by the Proxy Agreement (or omit to take any such action) as the Reporting Person deems necessary, advisable or desirable at the Reporting Person's sole. and absolute discretion. The Grantors have appointed the proxy and power of attorney to the Reporting Person, or a person designated by the Company's board of directors from time to time.

**Item 7. Material to be Filed as Exhibits.**

Exhibit 1 - Form of Irrevocable Proxy and Power of Attorney Agreement

## SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Michael A. Lawless

**Signature:** /s/ Michael A. Lawless

**Name/  
Title:** Michael A. Lawless

**Date:** 10/29/2025

**Comments accompanying signature:**

**IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT**

This IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT, dated as of \_\_\_\_\_ (as the same may be amended from time to time, this “**Agreement**”), by and among InspireMD Inc., a Delaware corporation (the “**Company**”), the undersigned Grantor, and the undersigned Proxyholder in his capacity as and on behalf of the Proxyholder. Capitalized terms used and not otherwise defined herein have the meanings set forth in Company’s 2021 Equity Incentive Plan, as amended from time to time (the “**Plan**”).

1. **Grant of Irrevocable Proxy and Power of Attorney.** The Grantor, as record or beneficial owner of shares of common stock of the Company, or securities convertible into shares of common stock of the Company, hereby irrevocably and unconditionally, to the fullest extent permitted by law, constitutes and appoints Michael A. Lawless, or a person designated by the Board of Directors of the Company from time to time, or of any Successor Company (the “**Proxyholder**”), with full power of substitution and re-substitution, as the Grantor’s proxy and attorney-in-fact of the Grantor (in each of the foregoing cases, in the Grantor’s name, place, and stead, with full power and authority, including without limitation, to the same extent and effect that the Grantor is required or permitted to act under applicable law), to exercise during the Term, in the sole and absolute discretion of the Proxyholder, to take the following actions:

(a) cause any number of shares of the Company owned beneficially or of record by the Grantor now or hereafter or, if applicable, by the Trustee for my benefit, under the Plan or any other share incentive or option plan of the Company, and any other shares or securities issued or distributed in respect thereto or in reclassification, conversion, or exchange thereof (including directly or indirectly, voluntary or involuntary, by operation of law or otherwise, or of any direct or indirect interest therein), at any time and from time to time, and as may be adjusted (collectively, the “**Shares**”), to be counted as present or abstaining at any and all Shareholders Meetings (as defined below);

(b) represent the Grantor and vote in the Grantor’s name at any and all Shareholders Meetings in respect of the Shares;

(c) waive (prospectively or retroactively) any preemptive right, right of first refusal, right of first offer, co-sale right, antidilution right, or any other similar participation right or restriction, to the extent applicable and permitted by law, to which the Grantor may be entitled by virtue of the Shares whether offered by the Company or any stockholder thereof; and

(d) receive or waive (prospectively or retroactively) on behalf and in lieu of the Grantor, from the Company or from another, any information and notices that are required or permitted to be delivered to the Grantor or which the Grantor may be entitled to and notices of any Shareholders Meeting (including any adjournment or postponement thereof), without any obligation of the proxy to forward such information or notices to the Grantor.

“**Shareholders Meetings**” shall mean any meeting of the stockholders of the Company, however called, whether an extraordinary or annual meeting and whether of the share capital as one class or of any class or series thereof (and including any adjournment or postponement thereof), or any act or consent of stockholders of the Company (whether of the share capital as one class or of any class thereof) under the Company’s bylaws or otherwise.

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2. No Other Proxies or Powers of Attorney. As long as this Agreement is in effect, any and all voting rights the Grantor may have with respect to the Shares shall be exercised exclusively by the Proxyholder. The Grantor hereby represents, warrants, covenants, and agrees as follows: (a) any and all other proxies or powers of attorneys with respect to any Shares have been revoked and are hereby revoked and (b) the Grantor shall not, until the end of the Term, grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth in this Agreement.

3. Proxyholder. The Proxyholder is empowered by the Grantor to take any action permitted above (or omit to take any such action) as he/she deems necessary, advisable or desirable at his/her sole and absolute discretion. The powers of the Proxyholder shall not be limited where the Proxyholder himself/herself may have any interest in any action taken. The Grantor hereby releases the Proxyholder and his/her agents from any liability in respect of any action and omission in connection with, or pursuant to the powers and authority granted by this Agreement. Each Proxyholder exercising any right, power, or authority under this Agreement shall, by such exercise, be deemed to be a party to this Agreement as if such person were named as the Proxyholder under this Agreement and such person's signature appeared on the signature page of this Agreement.

4. Cooperation; Remedies; Specific Performance. The Grantor hereby undertakes to cooperate with the Proxyholder, and to sign, if so requested by the Proxyholder any additional document and/or instrument which the Proxyholder might, from time to time, consider necessary or desirable in order to perform this proxy. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, to the fullest extent permitted by law, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity. The Grantor agrees that he or she will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that an adequate remedy at law is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity, and neither the Company, nor the Proxyholder, shall be required to provide any bond or other security in connection with any such injunction.

5. Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares shall be notated by the Company with a legend reading substantially as follows:

“THE SHARES REPRESENTED HEREBY ARE SUBJECT TO AN IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT.”

The Company, by its execution of this Agreement, agrees that it will cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder or prospective holder of such Shares upon written request from such person to the Company at its principal office. The parties do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required hereby and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

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6. Irrevocability. Each of the proxy and power of attorney granted pursuant to this Agreement is given in consideration of the agreements, covenants, and interests in the Company and the Shares of the parties and, as such, each of the proxy and power of attorney is irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

7. Duration. Each of the proxy and power of attorney granted pursuant to this Agreement shall, to the fullest extent permitted by law, remain in full force and effect until the end of the Term.

“**Term**” shall mean the maximum legally permissible period (i) beginning upon the execution of this Agreement; and (ii) ending upon the time immediately following the time when the Grantor no longer owns beneficially or of record any right, title, or interest in any Shares.

8. Termination. Each of the proxy and power of attorney granted pursuant to this Agreement shall survive for the entire Term and not be affected by the subsequent death, disability, incapacity, insolvency, or bankruptcy of any party or by any reclassification, conversion, or exchange, directly or indirectly, voluntary or involuntary, by operation of or in connection with a merger, consolidation, conversion, domestication, transfer, continuance, charter amendment, or otherwise, of any direct or indirect interest in any Shares.

9. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provisions is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

10. Amendment; Waiver; Termination. Any provision of this Agreement may be amended or waived (prospectively or retroactively) if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time by the Company or the Proxyholder by notice given to the Grantor in accordance with the terms for notice in this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, that the Grantor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement. Any person holding or exercising such voting proxies is doing so solely in his/her capacity as the Proxyholder and not individually.

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12. Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims, causes of action, actions, suits, and proceedings (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim, cause of action, action, suit, or proceeding based upon, arising out of, or related to any transaction contemplated by this Agreement, any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into this Agreement) (a “**Dispute**”), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction.

(b) Each party hereto (i) irrevocably and unconditionally agrees that any Dispute shall be brought solely and exclusively in the Court of Chancery of the State of Delaware or, if the Court of Chancery of the State of Delaware does not have jurisdiction over a particular Dispute, the Complex Commercial Litigation Division of the Delaware Superior Court located in New Castle County, or if Complex Commercial Litigation Division of the Delaware Superior Court located in New Castle County does not have jurisdiction over a particular Dispute, any other state or federal court located within the State of Delaware (the “**Delaware Courts**”); (ii) expressly, irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the Delaware Courts with regard to any Dispute; (iii) agrees not to commence any Dispute except in the Delaware Courts; and (iv) waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Dispute, any claim that such party is not subject personally to the jurisdiction of the Delaware Courts, that such party’s property is exempt or immune from attachment or execution, that such Dispute brought in an inconvenient forum, that the venue of such Dispute is improper, or that this Agreement or the subject matter of this Agreement may not be enforced in or by the Delaware Courts. Each party agrees that a final judgment in any Dispute or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(c) Each party hereto irrevocably consents to the service of process outside the territorial jurisdiction of the Delaware Courts in any Dispute or proceeding by mailing copies thereof by registered or certified U.S. mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to the Notices section of this Agreement. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

(d) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES SUCH PERSON’S RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY “DISPUTE” (AS DEFINED IN THIS AGREEMENT). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SCOPE OF THE FOREGOING WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL “DISPUTES” THAT MAY BE FILED IN ANY COURT OR TRIBUNAL. THIS PARAGRAPH HAS BEEN FULLY DISCUSSED BY EACH PARTY AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT SUCH PERSON HAS HAD AN OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL FOR SUCH PERSON, AND THAT SUCH PERSON KNOWINGLY AND VOLUNTARILY WAIVES SUCH PERSON’S JURY TRIAL RIGHTS FOLLOWING AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH WITH ANY COURT OR TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

13. Notices. All notices, requests, claims, demands, and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail, or by registered or certified mail (postage prepaid, return receipt requested), directed to the contact information for (a) the Company or the Proxyholder at the Company’s corporate headquarters, which as of the date of this Agreement is InspireMD, Inc., 6303 Waterford District Drive, Suite 215, Miami, FL, 33126, mikel@inspiremd.com and (b) the Grantor, as set forth on the Grantor’s signature page to this Agreement or Company’s books and records from time to time.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed as of the date first above written.

**INSPIREMD, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTOR**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**PROXYHOLDER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_