VIEWBIX INC.

FORM 10-K
(Annual Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2022

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 000-15746

VIEWBIX INC.

(Exact Name of Registrant As Specified In Its Charter)

Delaware	68-0080601
(State of Incorporation)	(I.R.S. Employer Identification No.)
11 Derech Menachem Begin Street, Ramat Gan, Israel	5268104
(Address of Principal Executive Offices)	(ZIP Code)

Registrant's Telephone Number, Including Area Code: +972 9-774-1505

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	**N/A**	**N/A**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☐ No ☒

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 13(a) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☐ No ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by

any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant was $273,000 as of June 30, 2022, based upon the closing price of the common stock, par value $0.0001 per share ("Common Stock") on that date, which was $0.70.

As of March 20, 2023, there were 14,783,964 shares of Common Stock outstanding.

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Cautionary Statement regarding Forward-Looking Statements

This Annual Report on Form 10-K includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The Registrant has based these forward-looking statements on its current expectations and projections about future events. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions about the Registrant that may cause its actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may”, “will”, “should”, “could”, “would”, “expect”, “plan”, “anticipate”, “believe”, “estimate”, “continue”, or the negative of such terms or other similar expressions. Factors that might cause or contribute to such a discrepancy include, but are not limited to, those described in this Annual Report on Form 10-K and in the Registrant’s other Securities and Exchange Commission filings.

PART I

ITEM 1. DESCRIPTION OF BUSINESS

Overview and recent developments

Viewbix Inc. (the "Registrant", "Viewbix" or the "Company") was incorporated in the State of Delaware on August 16, 1985, under a predecessor name, The InFerGene Company ("InFerGene Company"). On August 25, 1995, a wholly owned subsidiary of InFerGene Company merged with Zaxis International, Inc., an Ohio corporation, which following such merger, the surviving entity, InFerGene Company, changed its name to Zaxis International, Inc. ("Zaxis").

On March 16, 2015, Zaxis and Emerald Medical Applications Ltd., a private limited liability company organized under the laws of the State of Israel ("Emerald Israel") executed a share exchange agreement, which closed on July 14, 2015, and Emerald Israel became the Company's wholly-owned subsidiary. Accordingly, on September 14, 2015, the Company changed its name to Emerald Medical Applications Corp. Emerald Israel was engaged in the business of developing Emerald Israel's DermaCompare technology and the development, sale and service of imaging solutions utilizing its DermaCompare software for use in derma imaging and analytics for the detection of skin cancer. On January 29, 2018, the Company ceased the DermaCompare operations of its former subsidiary. On May 2, 2018, the District Court of Lod, Israel issued a winding-up order for Emerald Israel and appointed an Israeli attorney as special executor for Emerald Israel.

On January 17, 2018, the Company formed a new wholly-owned subsidiary under the laws of the State of Israel, Virtual Crypto Technologies Ltd. (the "VCT Israel"), to develop and market software and hardware products facilitating and supporting the purchase and/or sale of cryptocurrencies through ATMs, tablets, personal computers ("PCs") and/or mobile devices. On February 22, 2018, the Company's name was changed from Emerald Medical Applications Corp. to Virtual Crypto Technologies, Inc. to reflect its new operations and business focus. On January 27, 2020, VCT Israel was sold to a third party for NIS 50,000 ($14,459).

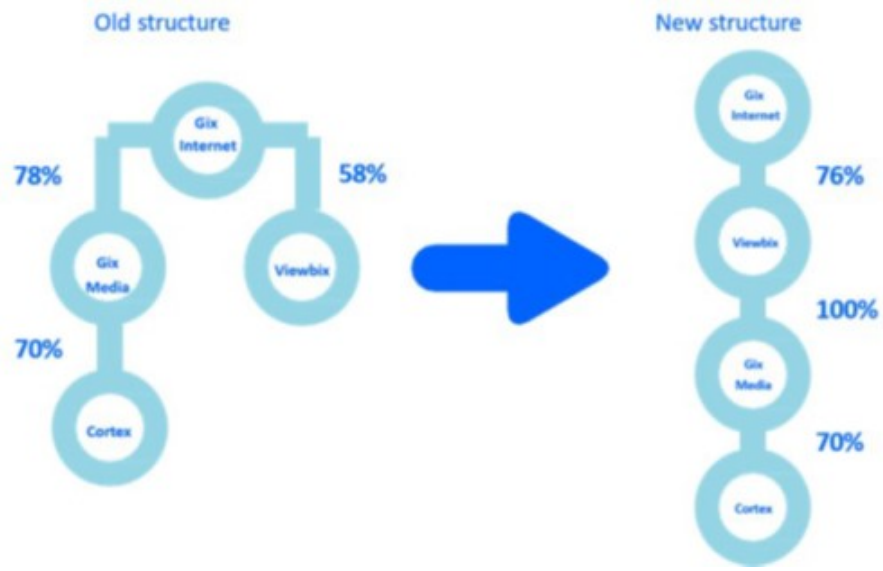
On February 7, 2019, the Company entered into a share exchange agreement (the "Recapitalization Transaction") with Gix Internet Ltd. (formerly known as Algomizer Ltd.), a company organized under the laws of the State of Israel ("Gix Internet" or "parent company"), pursuant to which, Gix Internet assigned, transferred and delivered 99.83% of its holdings in Viewbix Ltd., a company organized under the laws of the State of Israel ("Viewbix Israel"), to the Company in exchange for shares of restricted common stock, par value $0.0001 per share ("Common Stock") of the Company, which resulted in Viewbix Israel becoming a subsidiary of the Company. In connection with the Recapitalization Transaction, effective as of July 26, 2019, the Company's name was changed from Virtual Crypto Technologies, Inc. to Viewbix Inc.

Reorganization Transaction with Gix Media Ltd.

On December 5, 2021, the Company entered into a certain Agreement and Plan of Merger (the "Reorganization Transaction") with Gix Media Ltd., an Israeli company and the majority-owned subsidiary of Gix Internet, in the field of MarTech (Marketing Technology) solutions, primarily search and content monetization ("Gix Media") and Vmedia Merger Sub Ltd., an Israeli company and wholly-owned subsidiary of the Company ("Merger Sub"), pursuant to which, following the Reorganization Transaction, and upon satisfaction of additional closing conditions, Merger Sub will merge with and into Gix Media, with Gix Media being the surviving entity and wholly-owned subsidiary of the Company. Prior to the closing of the Reorganization Transaction, Gix Media was a majority-owned subsidiary of Gix Internet, which held approximately 58% of the Common Stock of the Company, on a fully diluted basis.

On September 19, 2022, the Reorganization Transaction, was consummated (the "Closing") and, as a result, all outstanding ordinary shares of Gix Media, having no par value (the "Gix Media Shares") were exchanged for shares of the Company's Common Stock such that Gix Media became a wholly owned subsidiary of the Company. Following the Reorganization Transaction, holders of the Gix Media Shares held 90% of the Company's Common Stock on a fully diluted basis, with Gix Internet holding 76.67% of the Common Stock on a fully diluted basis.

The following diagram illustrates the associated corporate structure of the Company prior to and following the Reorganization Transaction.



Following the closing of the Reorganization Transaction, the Company began to integrate Gix Media's technology into its operations aiming to expand its growth potential in the search and content monetization space. Gix Media's business operations include both (i) the provision of services to the world's leading search engines through the development, marketing and distribution of free software to many Internet users, and (ii) editing and marketing of content in different languages to different target markets, for the purpose of monetizing advertisements on digital marketing and advertising platforms.

In connection with the Closing, effective as of August 31, 2022, the Company adopted an Amended and Restated Certificate of Incorporation ("Certificate of Incorporation"), pursuant to which the Company, among other things, effected a reverse stock split of its Common Stock at a ratio of 1-for-28 (the "Reverse Split") and an Amended and Restated Bylaws ("Bylaws"). All descriptions of our stock capital, including share amounts and per share amounts in this Annual Report, are presented after giving effect to the Reverse Split.

Acquisition of Cortex Media Group Ltd.

On October 13, 2021, Gix Media acquired 70% (on a fully diluted basis) of the share capital of Cortex Media Group Ltd. ("Cortex" and the "Cortex Acquisition", respectively), an Israeli private company operating in the field of online media and advertising. In consideration for the Cortex Acquisition, Gix Media paid NIS 35 million in cash (approximately $11 million), out of which an amount of $0.5 million was deposited in trust for a period of 12 months from the closing date. The Cortex Acquisition also includes the obligation and right of Gix Media to acquire 30% of Cortex's share capital in three equal tranches, each at the beginning of 2023, 2024 and 2025 ("Remaining Balance Shares"), such that following the acquisition of all of the Remaining Balance Shares, Gix Media will hold 100% of Cortex's share capital on a fully diluted basis. On January 23, 2023, Gix Media purchased an additional 10% of Cortex's share capital.

In connection with the Cortex Acquisition, on October 13, 2021, Gix Media entered into a financing agreement with Bank Leumi Le Israel Ltd ("Leumi"), for the provision of a line of credit in the total amount of up to $3.5 million and a long-term loan totaling $6 million, which Gix Media used to finance the Cortex Acquisition (the "Financing Agreement"). On July 25, 2022, Gix Media and Leumi entered into an addendum to the Financing Agreement according to which Leumi will provide Gix Media with a loan of up to $1,500,000 to be withdrawn at the discretion of Gix Media by no later than January 31, 2023 (the "Additional Loan"). The Additional Loan was withdrawn in connection with the purchase of the additional 10% of Cortex's share capital on January 17, 2023.

Viewbix Business Overview

Viewbix is a digital advertising platform that develops and markets a variety of technological platforms that automate, optimize and monetize digital online campaigns. Viewbix's operations were previously focused on analysis of the video marketing performance of its clients as well as the effectiveness of their messaging ("Video Advertising Platform"). With the Video Advertising Platform, Viewbix allowed its clients with digital video properties the ability to use its platforms in a way that allows viewers to engage and interact with the video. The Video Advertising Platform measures when a viewer performs a specific action while watching a video and collects and reports the results to the client. However, due to the Company's failure to meet predetermined sales targets which were set pursuant to the Recapitalization Transaction, in January 2020, the Company determined to reduce its operations and the size of its sales and R&D team in the Digital Advertising Platform.

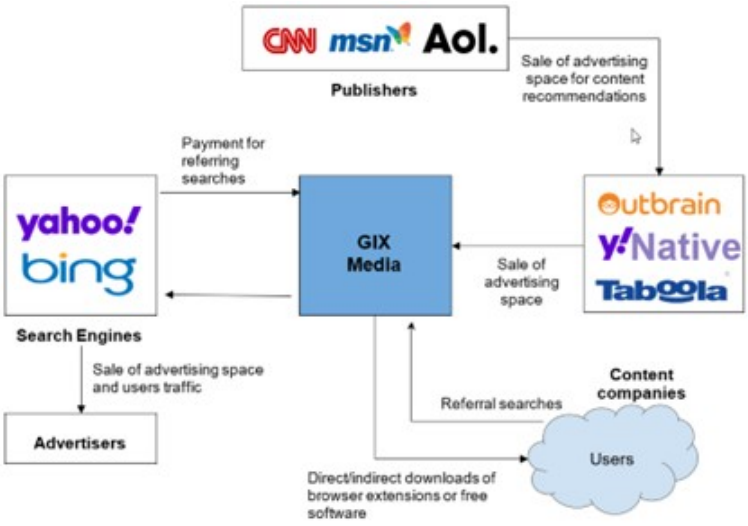
The Company, through its subsidiaries Gix Media and Cortex, expanded its digital advertising operations across two additional main pillars: ad search and digital content (the "Search Platform" and the "Content Platform", respectively"). Gix Media and Cortex develop and market a variety of technological software solutions that automate, optimize and monetize online campaigns. Cortex also creates, edits and markets content in various languages to different target audiences in order to generate revenues from advertisements displayed together with the content, which are posted on digital content, marketing and advertising platforms. These technological tools enable advertisers and website owners to earn more from their advertising campaigns and generate additional profits from their sites.

Through its Search Platform, the Company provides services to leading search engines worldwide ("Search Engines") by developing, marketing and distributing software products to internet users. The operations and activity on this platform are powered by Gix Media.

Through the Content Platform, the Company provides editing and marketing services of content in different languages and to different target audiences with the goal of generating revenues from advertising employed in such content, which is based on digital content marketing and advertising platforms. The operations and activity on this platform are powered by Cortex.

Search Platform

Gix Media's Search Platform allows for the referral of user traffic (i.e., searches that are performed by internet users) to Search Engines, such as Yahoo and Bing, where the Search Engines display the ads of their customers. The Search Engines pay Gix Media for the searches that were referred by it, based on the amount of consideration that the Search Engine receives from the advertisers for the user traffic generated, less a certain percentage from the revenues attributed to the Search Engine. Since the customers of Gix Media are the Search Engines, and not the advertisers, Gix Media recognizes revenues for the actual amount received from the Search Engines, and not from the advertisement revenue itself.

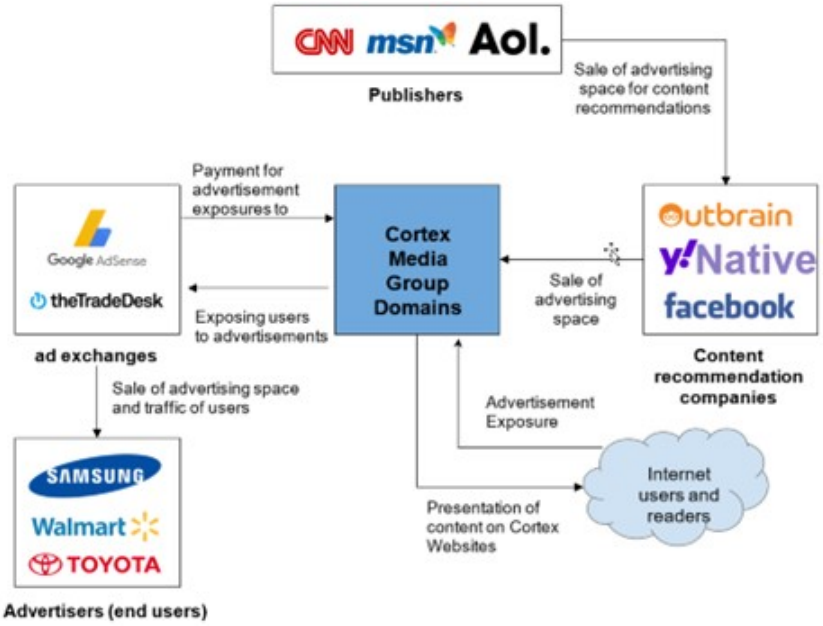


The referral of user traffic by Gix Media to the Search Engines is possible after users download Gix Media's products, which are browser add-ons, usually from the browser stores (mostly Google Chrome browsers) and by downloading desktop software products, free of charge, for the Apple operating system (for Mac computers) and for the Microsoft operating system (for PC computers). When downloading Gix Media's products, the users grant permission to Gix Media to refer the searches performed while using Gix Media's products to the Search Engines.

In addition, Gix Media provides user traffic referral services to Search Engines through the referral of traffic of browsers who engage content generated by Gix Media. This content is displayed on ad spaces that are purchased by the Company by content recommendation companies (such as Yahoo!, Outbrain, Taboola and Gemini). When occasional users click on such content, Gix Media transfers user traffic to a Search Engine which contains search words that are related to the advertising content.

Content Platform

Cortex's Content Platform produces engaging content and marketing material in various languages to various target audiences, in order to generate revenues from advertisements displayed together with the content, which are posted on digital content, marketing and advertising platforms. Cortex acts as a digital content platform that publishes content written by creative writers and editors which it employs. The content is displayed on several different content websites owned by Cortex, covering various subjects including culture, history, trips, pets, entertainment and leisure, food, etc. (the "Cortex Websites"). Cortex developed capabilities that enables it and its customers to profit from the original content which it publishes by advertising the content on leading international websites. Readers are exposed to the articles and may choose to read them by clicking an ad, after which readers are directed automatically to the Cortex Websites where the content is posted.



The technological tools developed by Cortex allow businesses in the digital advertising market (search engines, ad exchanges, advertisers, content owners and brand owners) to earn more from their advertising campaigns and generate additional profit from their websites, both from its content and from its advertising.

Advertisers display ads on the different platforms for potential customers (internet users and readers). In order to help maximize the effectiveness of advertising, Cortex developed different advertising systems and tools for content management, content distribution and campaigns and measurement of performance on the various platforms that display the content.

Business Model

The Search and Content Platform are operated through two models, direct and indirect:

Direct Model

Gix Media operates its Search Platform using a direct model whereby it refers searches that are conducted by users of its products, which are thereafter distributed to Search Engines directly by Gix Media.

Additionally, through the direct model Gix Media refers user traffic to the Search Engines by purchasing advertising space on leading publishing websites around the world using content recommendation companies such as Taboola and Outbrain, such that user traffic referred by it to the Search Engines is created by users on the websites where the ad is displayed.

The revenues generated by Gix Media from the Search Platform applying this model, constituted approximately 7% and 15% of the total revenues of Gix Media for the fiscal year-ended December 31, 2022 and December 31, 2021, respectively.

Cortex operates its Content Platform using the direct model through an Artificial Intelligence ("AI") based system developed by Cortex, which connects user traffic and advertisers (the end customers of Cortex) who advertise on the Cortex Websites through online, algorithmic, and customized advertising. See "*Item 1. Description of Business – Business Overview – Products and Services – Content Platform"*, for further information on the AI system and other systems devolved by Cortex.

The revenues generated by Cortex from the Content Platform are entirely from the direct model.

Indirect Model

Gix Media also operates its Search Platform using an indirect model, whereby it refers searches that are conducted by users of products developed by third party strategic partners (in contrast to users of its own products as conducted through the direct model), which are thereafter distributed to Search Engines by Gix Media. Gix Media engages with strategic partners who have similar products and allow these strategic partners to integrate Gix Media's technological tools into their own products in order to refer searches conducted by resulting users to the customers of Gix Media. Using this model, Gix Media shares revenues received from Search Engines with its strategic partners.

The revenues generated by Gix Media from the Search Platform applying this model, constituted approximately 93% and 85% of the total revenues of Gix Media for the fiscal year-ended December 31, 2021 and December 31, 2022, respectively.

Growth Strategy

- *Growth through Mergers and Acquisitions.* We continue to identify attractive opportunities in the digital advertising market and examine different options to perform additional acquisitions. We focus on companies with substantial revenues that operate in emerging industries and which present considerable commercial potential. We believe that we can expand our footprint in our industry through mergers and acquisitions, which will also lead to the recruitment of additional human capital thereby supporting existing and new customer needs.

- *Expansion of Product Range, Search Platform*. In 2023 we intend to focus on the expansion of our product range by the development and distribution of new products in attractive yet related sectors. In addition to our digital content activities, we plan to concentrate on increasing the volume of content that the Company produces in different topics, which will enable a higher exposure of readers and will increase the time spent on our websites, and will also enable us to increase the number of impressions to ads on our websites. Due to our extensive technological platforms, customer base and existing partners, and our vast experience in creating unique and engaging content and launching products, we expect that we will be able to develop and commercialize new products. We plan to do this by recruiting additional human capital that will support the expansion of our product base and increase the amount of content that is produced.

- *Expansion of Product Range, Content Platform*. We intend to focus on increasing the amount of content that we publish in order to increase the typical reader's visit on our websites. Extended periods of time spent reading the articles on our websites will allow us to increase the number of ad impressions. We intend to increase the amount of digital content in Spanish and to begin posting on our websites content in other languages such as German and French. The addition of new languages is part of our strategy to enter into international markets outside the United States ("Go Global"). For this purpose, we plan to allocate resources for the production and development of high-quality content in additional languages, and to enter into agreements with advertisement specialists in select countries.

- *Collaborations.* We intend to continue to enter into distribution agreements and collaboration agreements with distributors and partners in connection with our Search Platform, in various regions and territories, in order to facilitate the development, sales, marketing and distribution of our systems.

Products and Services

Search Platform

- *Add-ons to internet browser (referral of searches directly and indirectly)*. Internet users download free browser add-ons, usually from browser stores. These browser add-ons enhance browser capabilities when activated by the user, and offer users services such as file converters, video players, radio players, games, safe internet usage, different designs of backgrounds, different calculators and more. In addition, these add-ons allow us to refer the searches of these users to the customers of the Search Engines.

- *Desktop and mobile apps (referral of searches directly and indirectly).* Free software products for the Apple and PC computers provide users services similar to the add-ons of the internet browsers. After the users download these software products, they grant permission to us to refer the searches performed on these products to the Search Engines.

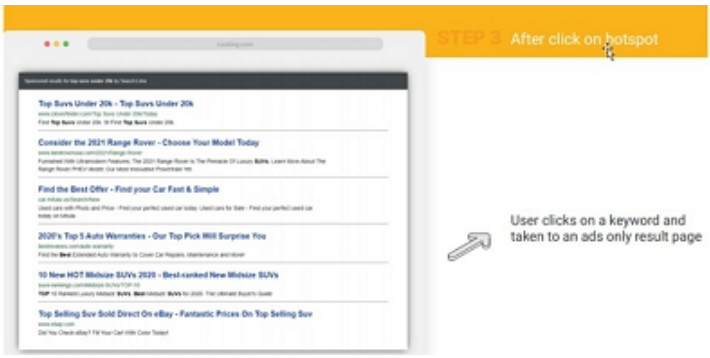
- *Mobile devices applications (launcher)*. This product is used as an external envelope for the operating system and enables the display of a different appearance and other options that do not typically exist in the standard system. Unlike iPhones, Android-based devices can customize almost any feature on the device. However, not all user interfaces of the device manufacturers give the user the freedom to customize the device. For the purpose of solving this problem, we developed applications for these launchers, which allow the user to receive a customized interface.

- *Native to Search (referral of searches directly)*. The Native to Search system is an automated system for the purchase and sale of ad spaces based on search terms. The system purchases ad spaces for a certain vertical and analyzes a number of different search words from the same vertical in which it performs optimization in a number of tiers: purchase/sale price of each search word, the volume of traffic that is available for each search word and clicking percentage for each search word (CTR).This system is an inter-organizational system used by us, and does not generate revenues for us.

  The process of referring searches to Search Engines starts with the purchase of ad space in leading content publishing websites by content recommendation platforms (such as Gemini, Yahoo!, Taboola and Outbrain). Such ad space displays content ads of ours on various subjects. The ad will offer the user a link to receive information or content on a specific subject. Users who click these content ads will be directed to the webpage of the Search Engine's results that includes relevant content from the Search Engines, based on the search terms related to the ad content.

  - Stage A: Content ad of Gix Media is displayed in an ad space that was purchased by Gix Media on a publisher's website.

- Stage B: Search results are displayed to the user after the user clicked the ad content.



When purchasing these ad spaces, we receive assistance from Search Ads, a system that we developed for the purpose of managing the purchase process. These self-designed systems will then find an optimal combination designed to yield maximum profits at a given time in relation to specified variables, such as: the costs of the ad space, the payment that we will receive as a result of user traffic that was referred by our content ads on this ad space, the amount of available user traffic for the different search terms and the click percentage of each such search. In addition, our self-designed system can also stop a purchase and change prices for the purpose of maximizing performance.

Search Systems:

The technological backbones of our Search Platform involves the following key systems:

- *Online campaign management*. This system runs various platforms and includes modules for measurement of campaign performance, Business Intelligence ("BI") tools, and general management of campaigns for different customers. The system enables optimization and automation of internet campaigns by data and recommendations provided by the BI system. These systems are based on predictive models that were developed by Gix Media.

- *AI systems*. Gix Media developed AI systems which are used for the optimization of the appearance of the content displayed to users, including landing pages and the creation of landing pages. This system periodically analyzes and assesses the effectiveness of the content displayed to users. These AI systems extract and analyze data from our intelligence and fraud detection systems and automatically recommend the most effective and efficient content in real- time.

- *"Intelligence" system*. This system automatically selects landing pages through a self-designed optimization tool from various web pages, specifically those treated as most applicable, in real time in order to improve the conversion rate of users' views to product installations.

- *Fraud detection system*. This system detects, through the use of an algorithm, fraud attempts to flood our systems with misinformation, including, for example, misinformation regarding the installation attempts of browser add-ons.

- *Proprietary BI system*. This system was developed by Gix Media and includes three layers:

    (i) Infrastructure. This layer allows transmission of statistical data regarding various events according to certain criteria and/or requirements set by us, including: performance of online searches, performance of any action on ads, performance of an installation, etc. The infrastructure collects a wide variety of background data on any event and dozens of parameters that are registered and collected (while complying with privacy protection laws that apply to our operations), which allows the performance of business and technical optimizations.

    (ii) Data processing and storage. This layer allows us to process the big-data we gather on our platforms and to divide such data into interim tables based on different parameters. This stage is performed daily, by a tool that was developed by Gix Media. Vast amount of data is accumulated on a daily basis, which requires a secure, easy to access storage that can be cost-effectively analyzed thereafter. For this purpose, Gix Media uses a combination of in-house technology and external tools of leading companies, such as Microsoft and Google.

    (iii) Data presentation. This layer presents the data to Gix Media's customers in an easy, fast, and convenient manner, while combining other layers of information and integrating statistical models that were developed by Gix Media. The presentation tool that we use is Sisense, a popular BI platform, which is a tool used by leading companies in the industry around the world and ranked highly by the Gartner Company.

  The BI system allows us to have real time control over critical events occurring on our systems by sending alerts directly to our employees with the relevant information, including assistance to customers in purchasing media, reports about malfunctions and the discovery of any irregular online behavior. In addition, the BI system also sends automated reports to us and to our different partners (providers/customers), which present data on a weekly/quarterly/monthly or on a cumulative basis to be used by management and finance departments.

- *Automatic creation*. This system, known as Tabzmania, allows users to create browser add-ons such as backgrounds, and, by using its extension, can create different types of add-ons for content websites. The system includes models, content creation, additions of applications and distribution of content.

Content Platform

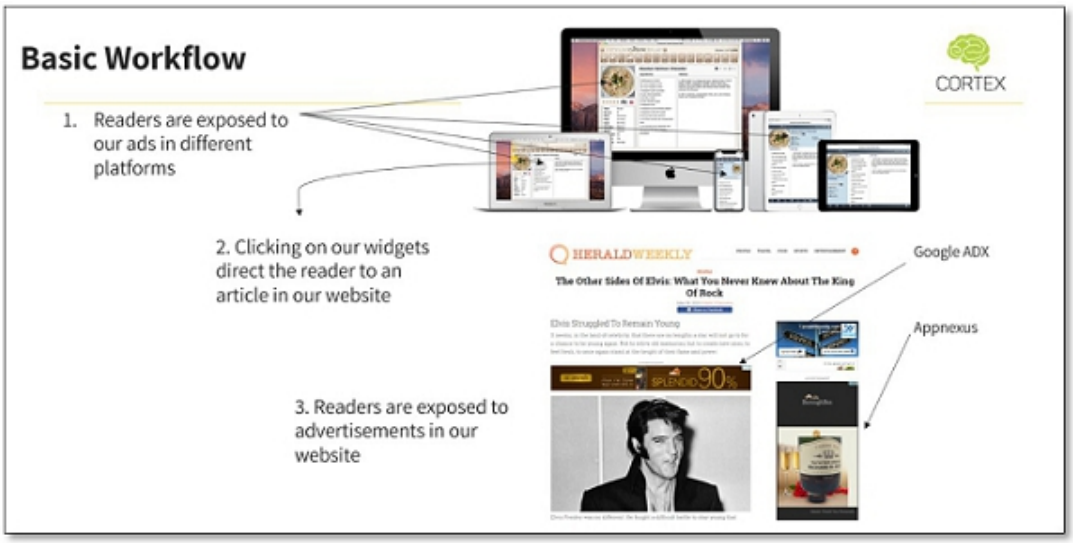
Our Content Platform operations primarily focus on the development of an AI-based software that connects internet and mobile users (the "Users") who browse on the Cortex Websites (the "Readers") to advertisers and who pay Cortex to display ads with the content published by Cortex on the Cortex Websites with online customized advertisements (the "Software").

The Software that Cortex develops is primarily based on nine technological components: (1) monitoring and Big Data, (2) campaign management, (3) content monetization, (4) targeted AI tools to predict Google monetization, (5) campaign launching, (6) digital content management, (7) digital content index and labeling, (8) bidding management and ad optimization, and (9) an A/B testing for performance comparison.

The Software operates as one integral system that enables a smart connection between the traffic of Users and advertisers which are Cortex's customers.

The business model used by Cortex on the Content Platform is the direct model. The revenues from the Content Platform are generated from the consideration Cortex receives from the advertisers, either based on the number of views the ads receive or based on the number of Users who clicked on the ads and were re-directed to the advertisers' websites.

The following illustration describes the Readers' traffic acquisition process:



The Software manages the traffic activities of Users to the Cortex Websites by re-directing their traffic from various online platforms (such as Yahoo, AOL, Zamenta and Outbrain). By using machine learning and AI, the Software analyzes the properties of a given User and compares the data to the historical data of other Users and then analyzes the probability that the given User's interaction with the promoted content will advance to a conversion process, by either viewing the promoted ad on the Cortex Websites or by clicking on the promoted ad ("Conversion").

According to both the probability of Conversion calculated by the Software and the maximum predicted profit from the Conversion actions of the User, the Software determines the optimal purchase price for the traffic, in order to maximize ad revenues from Readers' interactions.

The algorithms that we develop help analyze the historical results of a User's Conversions with respect to each advertiser and factor them together with the price per Reader that each advertiser pays. According to this analysis, the algorithm then decides which ad to display to each Reader in order to maximize the probability that the Reader's interaction will reach a Conversion, and, in turn, maximize ad revenues.

Content Systems:

The nine technological components of the Content Platform are as follows:

- *Monitoring and Big Data Systems.* An important element in our online ad campaign management and monitoring its performance results is an accurate log of the activities on the Cortex Websites. When a Reader is directed from other media outlets to the Cortex Websites, this system measures and documents in automated codes the properties of the Reader, such as the Reader's IP address, geographic location, type of device used by the Reader and the Reader's operating system, all in a manner which is in compliance with the applicable privacy rules and regulations. An average session of a Reader on the Cortex Websites generates approximately 1,000 different records. The system checks, inter alia, the types of web-pages viewed by the Reader, the length of time the Reader spent on each page, the types of advertisements the Reader viewed, the length of time the Reader viewed these advertisements, and whether the Reader is a returning Reader.

  In addition, the Software identifies which advertisements were delivered to the Reader, the payment amount that the advertisers paid to Cortex for each ad read by the Reader, the length of time the Reader viewed the ad, and whether the Reader clicked the ad or not. This monitoring system allows us to accumulate and analyze such data about any User in an optimal manner.

The vast number of Users who visit the Cortex Websites (which can reach up to one million Users per day) and the extensive information that Cortex collects in response, generate substantial traffic from the Users' browser to the Cortex servers. Cortex developed a backend infrastructure to receive this traffic, process it, and document it in a manner to enable Cortex to assess such data in an effective and efficient manner.

Our big data servers are responsible for processing the information transmitted to them by the monitoring system and are responsible for regulating the rate of updates to the databases. Cortex has a backup system in the event that one of its servers fails. This system collects and summarizes the information in tabular form for further analysis, in accordance with data processing regulations.

- *Campaign management system.* We purchase Readers' traffic through paid campaigns for the Cortex Websites, which in turn generates revenues by the exposure of the Readers to the ads. Accordingly, advertisers pay us for each Reader exposed to the ads on the Cortex Websites.

  The price quotations that we submit for traffic is critical; a price that is too high (higher than the proceeds obtained for this traffic) will result in a loss, and a price that is too low will result in a loss in bids for ad spaces and a decrease in the volume of activity. The optimal price is a function of the revenues obtained from each Reader, however in light of the fact that we first pay for the Users and only thereafter generate revenues, we aim to set an accurate price in order to predict, as accurately as possible, the revenues from each User.

  The AI system that Cortex developed seeks to manage all of these campaigns without any human involvement, which contributes to our revenues and the economic success of the campaign. This system manages up to 100,000 campaigns simultaneously, and each campaign runs in different ad spaces (Yahoo, MSN, FOX, CNN and others). The system is required to predict accurately, and at any given moment, the behavior of the targeted Users, and predict the amount of bids that competing advertisers will place for such ad space.

  As described above, in order to make effective recommendations, our technology must first predict a User's interaction with a given promoted content. Our systems processes a significant number of records from the User databases and the data from our monetization system (as described further below), which allows us to determine which campaigns should be promoted and which campaigns should be halted, as well as the optimal value of each campaign.

- *Content monetization system.* Cortex works with dozens of advertisers that promote ads, display native ads, and videos on the Cortex Websites. The ads are displayed pursuant to a real-time bidding process for each User who browses on one of the Cortex Websites.

  The purpose of the AI system for the valuation and prediction of the monetization is to predict the bids of the advertisers, according to a number of parameters, including the content of the article, the User, the day in the week and the time of day.

  The system is connected by an application programming interface ("API") to tens of systems of advertisers who work with Cortex in the ad exchange. In light of the fact that hundreds of thousands of ad bids are held at any given hour, the system simultaneously runs through thousands of advertisers' systems and retrieves accessible and relevant data.

  Additionally, algorithms analyze the historic data of the Reader's behavior, the current data received from advertisers, and data regarding the results of the bids from the monitoring system, after which, the algorithms predict the demand of advertisers and the price that advertisers would pay for a future Reader. This prediction is performed on an individual level according to the User's data, the type of article and the ad location.

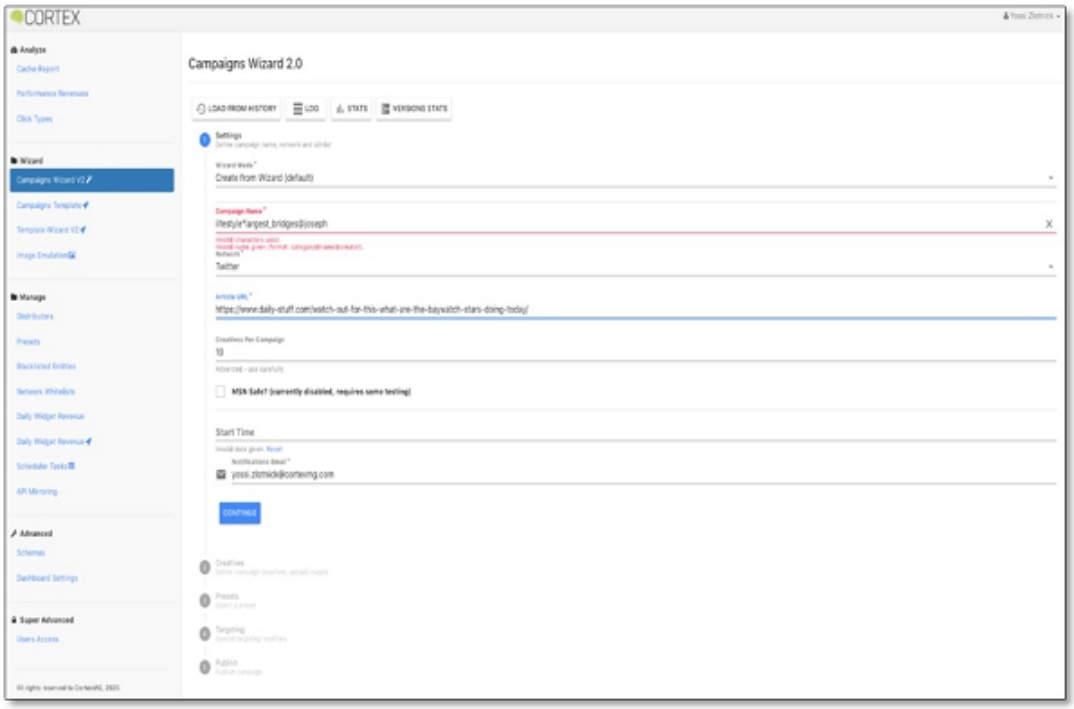
- *Targeted AI tools to predict Google monetization.* Cortex developed an AI tool that is capable of predicting the price that Google will pay for ads in a specific space, as a function of several features, including the campaign itself, Users' properties, the time of day, and the day in the week. When the tool sends bids to Google, it also sends encrypted third party data, which enables us to re-identify the bids. Using this encrypted data, the tool that Cortex developed then aggregates the data and reverse analyzes the amount that Google paid us for each campaign. This process is used as a predictive tool in order to predict the amount that Google will pay for future campaigns with us. This tool is regularly updated in real time, with new information that updates its predictive accuracy. Cortex successfully achieves such predictions at an accuracy level of more than 95%.

- *Campaign launch system.* While our AI system manages automated campaigns from start to finish, without human intervention, the creation of the campaigns still requires human intervention as campaigns of advertisers requires human-generated creative content in order to attracting Readers to interact with the promoted ads. The dashboard provides the campaigns' manager for each advertiser (the "Creative Team") data regarding the success of previous campaigns.

  In addition, a special tool that was developed by the AI system, scans all the campaigns that were launched in the past two years, identifies new opportunities on a daily basis, and launches the campaigns automatically as long as the campaigns are profitable.

  The creation of an ad campaign in a certain network requires specialization in the network and extensive work on each campaign. Cortex developed a dashboard that enables the Creative Team to focus only on the creative aspects of the campaign and later select in a simplified matter, based on data presented to it in the dashboard, which interfaces, countries and networks to present the campaign in, and when to launch the campaign. With this process, it is possible to launch up to hundreds of campaigns within minutes, an action that, without using the system, may have taken a number of days of manual work.

The dashboard that is used by the Creative Team to launch the campaign appears as such:



- *Digital content management system.* Cortex engages with creative content writers who produce dozens of articles for the Cortex Websites each week, publishing hundreds of articles a year that are read by hundreds of millions of Users. The articles are reviewed, proofed, and edited by a chief editor.

  Cortex developed a system to manage these articles, which includes version tracking, logs of changes, full back-up of the articles, and options to edit photos and text. This system is only used for internal purposes.

- *Digital content index and label system.* Cortex developed a tool that allows to re-use previously developed content of Cortex, which was saved in its databases, including the media that was already posted to the Cortex Websites and for which the copyright payments were already paid for. This tool saves time and reduces costs relating to digital content creation and also allows to reuse materials for new articles.

  The index system scans each article that was posted on the Cortex Websites, and labels the content and photos associated with it in a database that is user-friendly, in such manner that the content writers can search for articles based on search words or phrases, in order to use information and relevant photos for new articles.

- *Bidding management system and ad optimization.* Readers browsing the Cortex Websites are exposed to various ads, which are delivered to each Reader by our advertising bid system. In order to maximize our revenues, we hold real time bidding campaigns between advertisers, for each ad that is displayed on the Cortex Websites. The winning bidder is chosen based on various criteria, such as: price, payments, preferences of certain advertisers based on the types of deals and terms of payment. According to this criteria, our bidding system selects which type of ads to display on the Cortex Websites and which advertisers to include in each bid. When a Reader browses a web-page on the Cortex Websites, the bidding system holds a bidding campaign between the selected advertisers, in order to choose the ads to deliver to the Reader. At the end of the bidding process, the system selects the winning bid, which is then sent to the Google ads server in order to receive a competing bid from Google. The ad from the winning bid is delivered to the Reader and displayed on the web-page.

This bidding system is an important tool for the Cortex monetization system. All of Cortex's customers use this system and our development team updates the interfaces a number of times a year, based on the technological developments of the advertisers, the browsers and applicable privacy restrictions.

- *A/B testing system for performance comparison.* Due to the frequent changes involved in the digital advertising market, it is difficult to predict the optimal price and performance of digital market campaigns. Our profit maximization depends on Readers' preferences and the response of advertisers, elements that, due to their nature, we cannot predict. There are numerous trade-offs involved in ad delivery optimization, including, for example, that more advertisers that participate in a bid may increase revenues but may also increase the load on the Reader's browser thereby affecting the user experience, the bidding performance and the display of content on the website.

  Cortex developed an A/B testing system which runs several A/B tests simultaneously to produce versatile data which enables Cortex to (i) run bids between selected sub-groups of advertisers, (ii) display different ads, (iii) compare different partners of Google, (iv) check the contribution to the profit of a specific advertiser or ad, and (v) compare the performance of different configurations and designs of the web-pages in terms of performance.

Customers

Search Platform

As of the date of this Annual Report, the customers of Gix Media in the Search Platform are Search Engines. These Search Engines engage with their customers who are different advertisers, in advertising and promotion agreements.

Gix Media engages with Search Engines according to customary industry conditions, through either the direct business model or indirect business model. The average distribution of the revenue sharing between Gix Media and Search Engines is between 70% -80% (in favor of Gix Media).

As of December 31, 2022, Gix Media has one major customer, a reputable international Search Engine ("Gix Major Customer"). Gix Media has generated revenues of approximately $16.2 million from the Gix Major Customer, constituting approximately 71% of the total revenues of Gix Media during the year ended December 31, 2022. Our relationship with this Gix Major Customer originated in 2013 upon the signing of an exclusive cooperation agreement, which is extended from time to time. In March 2020, an extension of the foregoing agreement was signed, whereby the term of the agreement was extended until October 26, 2023,and will be automatically renewed for additional one year periods, unless either party gives notice of non-renewal 90 days' in advance.

Content Platform

Cortex's customers in the Content Platform include advertising companies that are active in the digital advertising market.

Generally, our sales are performed by marketing and advertising agents and advertising agencies ("Bidders"), who represent end customers and receive advertising budgets from the end customers and purchase ad spaces with these budgets.

All of the Bidders are repeat customers and the vast majority of the clusters are North American companies.

As of the date of this Annual Report, Cortex has one major customer from its Content Platform operations, Google, which it engages with through Total Media Ltd. ("Total Media"). Since August 2017 Cortex and Total Media have collaborated through a services agreement that can be extended from time to time. Each party can terminate the agreement with 48 hours' advance notice. The other aspects of Cortex's engagement with Google, such as the interfaces with Google, are directly with Google. Cortex has generated revenues of approximately $17.4 million from Total Media, constituting approximately 24% of the total revenues of Cortex during the year ended December 31, 2022.

Marketing and Distribution

We have a wide variety of products, and each product requires specific, tailor-made marketing and distribution models. We have advanced BI systems that improve constantly, which assist in distributing different products online, with a goal of maximum customization of the product to the end user. These BI systems were developed in-house by Gix Media and Cortex.

Gix Media also designs and implements an advanced self-service marketing and launch campaigns which market its products directly across the internet, in various languages and countries.

To support our sales force, our team participates at industry conferences, invests in public relations, utilizes existing commercial relationships in order to build brand awareness and acquire new customers and creates meetings online and in-person with key industry players.

Competition

The competition in the digital advertising market is fierce. There are many players in all areas of the market: both a large number of advertisers and content owners, a large number of software products and algorithms, many advertising platforms and technologies. New players appear frequently in all of these areas. We compete with many companies that offer solutions for advertisers and website owners, including in the pillar of ad search, and with tools that allow internet users to change the default search settings on their browsers. There is a large number of digital content companies and ad search companies that offer services that are similar to those provided by us. Our products compete on limited budgets of advertisers and on an inventory of ad spaces from website owners. Some of our competitors are companies that are considerably bigger than the Company with considerably higher budgets, such as Google, Meta, and Microsoft. In light of the fact that a major part of the Company's revenues is generated from a supply of searches, the Company also competes with the providers of the Search Engines themselves, such as Google, Microsoft, IAC and Verizon Media. Many of the present and potential competitors of the Company have financial, R&D, analytical systems, production resources and sales and marketing systems that are significantly larger in scope than those of the Company.

Search Platform

As of the date of this Annual Report, there are companies that develop different types of software products which enable, in a partial manner, the performance of some of the actions performed by Gix Media's Search Platform. There is intense competition in the digital advertising market, and Gix Media has many competitors from various fields. As of the date of this Annual Report, the Company cannot estimate its size and positioning compared to its other competitors and its size in the ad search market. Our main competitors in this market include: Ironsource, Perion, FireArc, Spigot, IAC and AOL.

Content Platform

As of the date of this Annual Report, there are companies that develop different types of software products, which enable partial performance of the operations that are performed by the Content Platform of Cortex. As of the date of this Annual Report, the Company cannot estimate its size and positioning with relation to its other competitors and its size in the digital content market. Our main competitors in this market include: Perion, Buzz Feed, Pub+, Novelty, Hive Media and Kueez.

Competition Management

We focus our competition management on developing advanced technological tools and receive updates from time to time regarding new technologies that can be used to gain an advantage against our competitors. We also maintain high-quality and professional human capital with many years of experience in order to maintain a competitive advantage.

We maintain the ongoing creation of content in different languages, to various audiences and geographic areas and focus on constant improvement of our technology that enables better competition of the Company in bids for the purchase of ad spaces in leading websites to post Cortex Websites' articles, such as Yahoo and CNN.

We act continuously to improve the user experience and improve our distribution methods so that we can reach a higher number of users and continue to keep a critical mass of customers that will allow us to continue and promote its products and tools, and all in conformance to the requirements and the existing and future platforms in the market.

Industry Trends and Seasonality

The digital advertising market is generally not materially affected by seasonality. Nevertheless, there is a seasonality trend reflected during the fourth quarter of each fiscal year that is characterized by a higher volume of activity compared to the average, while the first quarter is characterized by a lower volume of activity compared to the average. In general, advertising campaigns are performed throughout the year in high intensity, and therefore the phenomenon of seasonality is not material in this market.

This seasonality stems, among others, from changes in the major advertising budgets, usually towards the end of each quarter, and even more so towards the end of each year. In addition, the last quarter of the year includes many events and dates that lead to an increase in the advertisement budgets and in the volume of online traffic.

Intellectual Property and Other Proprietary Rights

Our commercial success depends, in part, on obtaining and maintaining patent and other intellectual property protection, in the United States and internationally, for the technologies used in our products. We cannot be sure that any of our patents will be commercially useful in protecting our technology. Our commercial success also depends in part on our non-infringement of the patents or proprietary rights of third parties. The patent positions can be highly uncertain and involve complex and evolving legal and factual questions.

We have four patents that have been granted to us in the U.S.:

- U.S. Patent No. 10,467,684: the granted patent relates to novel techniques implemented by Viewbix which enables businesses to configure their video players to incorporate interactivity functions, such as call-to-actions, into their video publishing and delivery workflows;
- U.S. Patent No. 8,706,562: the granted patent relates to video e-commerce networking, modules and methods used to configure a video or playlist that is delivered to viewers where the content displayed in the video player is dynamic and can be automatically customized based on the publisher site;
- U.S. Patent No. 8,706,558: the granted patent relates video e-commerce networking, modules and methods to display a video or playlist that is delivered to a viewer where the content displayed in the video player is dynamic and automatically customized based on the publisher site; and
- U.S. Patent No. 9,792,645: the granted patent provides a unique method to facilitate video interactions between a publisher and end users, and measures the data produced through that interaction.

We also protect our proprietary technology and processes, in part, by confidentiality and invention assignment agreements with our employees, consultants, scientific advisors and other contractors. These agreements may be breached, and we may not have adequate remedies for any breach. We also rely on trade secrets to protect our product candidates. However, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our employees, consultants, scientific advisors or other contractors use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

Product Development

Gix Media focuses its R&D efforts in the Search Platform on improving existing products and their technologies, and on continuing the development and optimization of the inter-organizational systems used in its activity.

During the years ended December 31, 2022, and December 31, 2021, the total R&D expenses of the Company in the Search Platform, through Gix Media, were $1.7 million and $2.2 million, respectively.

We estimate that during the twelve months following the date of this Annual Report, we will invest a total amount of approximately $2.3 million in R&D expenses in the Search Platform, primarily to improve our existing services and technologies in this platform.

Cortex focuses its R&D efforts in the Content Platform on improving its algorithm and AI, and on preparing work and monitoring tools for the creators of the digital advertising.

During the year ended December 31, 2022, the total R&D expenses of the Company in the Content Platform were $2.1 million.

We estimate that during the twelve months following the date of this Annual Report, we will invest a total amount of approximately $2.5 million in R&D expenses in the Content Platform, primarily to improve our existing services and technologies in this platform.

Government Regulation

We are subject to a number of U.S. federal and state laws and foreign laws and regulations that affect companies conducting business on the internet. The manner in which existing laws and regulations will be applied to the internet in general, and how they will relate to our business in particular is unclear. Accordingly, we cannot be certain how existing laws will be interpreted or how they will evolve in areas such as user privacy, data protection, content, use of "cookies," access changes, "net neutrality," pricing, advertising, distribution of "spam," intellectual property, distribution, protection of minors, consumer protection, taxation and online payment services.

For example, we are subject to U.S. federal and state laws regarding copyright infringement, privacy and protection of user data, many of which are subject to regulation by the Federal Trade Commission. These laws include the California Consumer Privacy Act, which provides data privacy rights for consumers and operational requirements for companies and the CPRA which imposes additional notice and opt out obligations, including an obligation to provide an opt-out for behavioral advertising. The Digital Millennium Copyright Act, which aims to reduce the liability of online service providers for listing or linking to third-party websites that include materials that infringe copyrights or the rights of others, and other federal laws that restrict online service providers' collection of user information on minors as well as distribution of materials deemed harmful to minors. Many U.S. states, such as California, have adopted or are planning to adopt statutes that require online service providers to report certain security breaches of personal data and to report to consumers when personal data will be disclosed to direct marketers. There are also a number of legislative proposals pending before the U.S. Congress and various state legislative bodies concerning data protection which could affect us. The interpretation of data protection laws, and their application to the internet, is unclear and in a state of flux. There is a risk that these laws may be interpreted and applied in conflicting ways and in a manner that is not consistent with our current data protection practices.

Foreign data protection, privacy and other laws and regulations may affect our business, and such laws can be more restrictive than those in the United States. For example, in Israel, privacy laws require that any request for personal information for use or retention in a database, be accompanied by a notice that indicates: whether a person is legally required to disclose such information or that such disclosure is made at such person's free will and consent; the purpose for which the information is requested; and to whom the information is to be delivered and for which purposes. A breach of privacy under such laws is considered a civil wrong and subject to administrative fines as well as civil damages. Certain violations of the law are considered criminal offences punishable by imprisonment. In the European Union, similar data protection rules exist as well was privacy legislation restricting the use of cookies and similar technologies. Subject to some limited exceptions, the storing of information, or the gaining of access to information already stored, in the terminal equipment of a subscriber or user is only allowed on condition that the subscriber or user concerned has given his or her informed consent. Moreover, the GDPR, the General Data Protection Regulation ("GDPR") presumably has an even wider territorial scope, broadened the definition of personal data to include location data and online identifiers, and imposes more stringent user consent requirements. Further, it includes stringent operational requirements for companies that process personal data and will contain significant penalties for non-compliance. Also in other relevant subject matters, such as cyber security, e-commerce, copyright and cookies, new European initiatives have been announced by the European regulators. To further complicate matters in Europe, to date, member States have some flexibility when implementing European Directives and certain aspects of the GDPR, which can lead to diverging national rules.

Because our services are accessible worldwide, certain foreign jurisdictions may claim that we are required to comply with their laws, including in jurisdictions where we have no local entity, employees or infrastructure.

These regulations result in significant compliance costs and could result in restricting the growth and profitability of the Company's business.

Human Capital Management

As of March 9, 2023, we employ 51 full-time employees or consultants. Of these employees, 15 are primarily engaged in search activities for Gix Media, 28 are primarily engaged in digital content activities for Cortex and 8 are primarily engaged in general administrative, business development and financial consulting. None of our employees are members of a union or subject to the terms of a collective bargaining agreement.

We believe that our future success will depend, in part, on our continued ability to attract, hire and retain qualified personnel. In particular, we depend on the skills, experience and performance of our senior management and customer service and research personnel. We compete for qualified personnel with other ad-tech companies.

The success of our business is fundamentally connected to the well-being of our people. Accordingly, we are committed to the environmental, health and safety of our employees (EHS). The keys to our EHS success are a workforce that is engaged and a management team who supports and invests in employees' wellbeing.

We consider our employees to be a key factor to our success and we are focused on attracting and retaining the best employees at all levels of our business. We employ people based on relevant qualifications, demonstrated skills, performance and other job-related factors. We do not tolerate unlawful discrimination related to employment, and strive to ensure that employment decisions related to recruitment, selection, evaluation, compensation, and development, among others, are not influenced by race, color, religion, gender, age, ethnic origin, nationality, sexual orientation, marital status, or disability. We are committed to creating a trusting environment where all ideas are welcomed and employees feel comfortable and empowered to draw on their unique experiences and backgrounds.

We consider our relations with our employees to be good.

Employment Agreements

Our non-executive employees are employed under written employment agreements, based on global monthly salary or on an hourly basis. Some employees receive base salaries and commissions contingent on targets based on the position they fill. The terms of employment generally include, senior employees' insurance or a pension fund, study fund, loss of working capacity insurance, vacation days and recuperation pay. The Company may participate in employees' car and mobile phone expenses, under the conditions set out in their individual employment agreements, and also reimburses certain business expenses. The employment agreements are generally for an unlimited period of time and each side is entitled to terminate the agreement with advance notice. Our employment agreements also include an undertaking of confidentiality and non-competition by our employees.

The Company's employees' employment terms are generally subject to the terms and conditions of the compensation policy of Gix Internet, our parent company.

ITEM 1A. RISK FACTORS

The shares of our Common Stock are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire amount invested in the Common Stock. Accordingly, prospective investors should carefully consider, along with other matters referred to herein, the following risk factors in evaluating our business before purchasing any shares of Common Stock. If any of the following risks actually occurs, our business, financial condition or operating results could be materially adversely affected. In such case, you may lose all or part of your investment. You should carefully consider the risks described below and the other information in this Prospectus before investing in our Common Stock.

Summary Risk Factors

Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled "Risk Factors" immediately following this prospectus summary. These risks include, among others, the following:

Risks Associated with Our Business and Industry

- Our success depends, in part, upon the continued demand of digital advertising as an integral part of corporate marketing and internal communications plans and the continued growth and acceptance of digital advertising as effective alternatives to traditional offline marketing products and services;

- Online platform updates, including operating systems, search engines, browsers and social media might affect our ability to generate revenues, temporarily or permanently; and

- Should the providers of internet browsers, advertisement platforms and Search Engines further regulate, constrain or limit our ability to offer digital advertising platforms, or materially change their guidelines, technology or the way they operate, our ability to generate revenue from advertising could be significantly reduced.

- Large and established internet and technology companies, such as Google, Facebook and Amazon, play a substantial role in the digital advertising market and may significantly harm our ability to operate in this industry;
- The use of third-party software solutions for the purpose of blocking ads and / or alerts may cause our business to suffer;
- We depend on supply sources to provide us with advertising inventory in order for us to deliver advertising campaigns in a cost-effective manner;
- Reliance upon our top customers may adversely affect our revenue and operating results;
- Our Search Platform depends heavily upon revenue generated from the material agreement with our Gix Major Customer, and any adverse change in that agreement could adversely affect our business, financial condition and results of operations;
- Reliance upon material suppliers may adversely affect our revenue and operating results;
- We may not be able to generate enough cash flow to meet our debt obligations or fund our other liquidity needs;
- Our success is dependent on the preferences of consumers, internet users and advertisers;
- A loss of the services of our technology vendors could adversely affect execution of our business strategy; and
- The outbreak of a global pandemic may adversely affect our business, financial condition, liquidity and results of operations.

Risks Related to our Competition

- Large and established internet and technology companies, such as Google and Facebook, play a substantial role in the digital advertising market and may significantly impair our ability to operate in this industry; and
- The digital advertising market is highly competitive. If we cannot compete effectively in this market, our revenues are likely to decline.

Risks Related to our Intellectual Property

- If we cannot enforce and protect our intellectual property rights, our business could be adversely affected;
- We may in the future be, subject to claims of intellectual property infringement that could adversely affect our business; and
- Patent terms may be inadequate to protect our competitive position for an adequate amount of time.

Risks Related to Data Protection Regulation

- We may not be able to protect our systems, technology and infrastructure from cyberattacks;
- A failure in our technology infrastructure may adversely affect our business and financial condition and disrupt our customers' businesses;

- Our business depends on our ability to collect and use data, and any limitation on the collection and use of this data could significantly diminish the value of our platforms and cause us to lose customers and revenue. Regulations, legislation, or self-regulation developments relating to privacy, data collection and protection, e-commerce, and internet advertising, privacy and data collection and protection, and uncertainties regarding the application or interpretation of existing or newly adopted laws and regulations, could harm our business and subject us to significant legal liability for non-compliance; and

- We rely on third-party Internet, mobile, and other products and services to deliver our mobile and web applications our customers, and any disruption of, or interference with, our use of those services could adversely affect our business, financial condition, results of operations, and customers.

Risks Related to Our Common Stock

- Shares of Common Stock issuable upon the conversion of warrants may substantially increase the number of shares of Common Stock available for sale in the public market and depress the price of our Common Stock;

- We are subject to compliance with securities law, which exposes us to potential liabilities, including potential rescission rights;

- The availability of a large number of authorized but unissued shares of Common Stock may, upon their issuance, lead to dilution of existing stockholders;

- We have never paid cash dividends and do not anticipate doing so in the foreseeable future;

- Our Common Stock is subject to the "Penny Stock" rules of the SEC and the trading market in our stock is limited, which makes transactions in our stock cumbersome and may reduce the value of an investment;

- Our common stock has been downgraded to the OTC Markets, Pink Tier and is thinly traded, and as a result the sale of your holding may take a considerable amount of time;

- The market for penny stocks has experienced numerous frauds and abuses, which could adversely impact investors in our stock;

- Shares of Common Stock eligible for future sale may adversely affect the market;

- Our share price has fluctuated significantly and could continue to fluctuate significantly;

- If we fail to maintain effective internal controls over financial reporting, the price of our Common Stock may be adversely affected;

- We are required to comply with certain provisions of Section 404 of the Sarbanes-Oxley Act of 2002 and if we fail to comply in a timely manner, our business could be harmed and our stock price could decline; and

- Delaware law contains provisions that could discourage, delay or prevent a change in control of our company, prevent attempts to replace or remove current management and reduce the market price of our stock.

Risks Related to our Operations in Israel

- Exchange rate fluctuations between foreign currencies and the U.S. Dollar may negatively affect our earnings;

- Political, economic and military instability in Israel may impede our ability to operate and harm our financial results; and

- It may be difficult to enforce a judgment of a U.S. court against us, our officers and directors or the Israeli experts named in our reports filed with the SEC in Israel or the United States, to assert U.S. securities laws claims in Israel or to serve process on our officers and directors and these experts.

Risks Associated with Our Business and Industry

Our success depends, in part, upon the continued demand of digital advertising as an integral part of corporate marketing and internal communications plans and the continued growth and acceptance of digital content as effective alternatives to traditional offline marketing products and services.

We provide digital advertising platforms. Our revenues are derived from the sale of our platforms. If the demand for digital advertising does not continue to grow or customers do not embrace our platforms, this could have a material adverse effect on our business and financial condition.

Our success also depends, in part, on our ability to compete for a share of available advertising/marketing expenditures as more traditional offline and emerging media companies continue to enter the digital advertising market, as well as on the continued growth and acceptance of digital advertising generally. If for any reason digital advertising is not perceived as effective (relative to traditional advertising), web browsers, software programs and/or other applications that limit or prevent advertising from being displayed become commonplace and/or the industry fails to effectively manage click fraud, the market for digital advertising will be negatively impacted. Any lack of growth in the market for digital advertising could adversely affect our business, financial condition and results of operations.

Online platform updates, including operating systems, search engines, browsers and social media might affect our ability to generate revenues, temporarily or permanently.

We comply with certain guidelines promulgated by online platforms for the use of the respective brands and services. Online platforms may unilaterally update their policies and guidelines, which could, in turn, require modifications to, or prohibit and/or render obsolete certain of our advertising solutions, products, services and practices, which could be costly to address or otherwise have an adverse effect on our business, our financial condition and results of operations. Noncompliance with platforms' guidelines, whether by us or by third parties we work with, if not cured, could result in such online platforms' suspension of some or all of their services to us, or to the websites of third parties we work with, or the reimbursement of funds paid to us, or the imposition of additional restrictions on our advertising abilities or the termination of certain advertising agreements with our customers.

Should the providers of internet browsers, advertisement platforms and Search Engines further regulate, constrain or limit our ability to offer advertising services, or materially change their guidelines, technology or the way they operate, our ability to generate revenue from advertising could be significantly reduced.

As we provide our services through the internet, we are reliant on our ability to work with the different internet browsers, search engines and advertisement platforms. If Microsoft, Google, Apple, Facebook or other companies that provide internet browsers, advertisement platforms and search engines, effectively further restrict, discourage or otherwise hamper companies, like us, from offering or advertising services, this would continue to cause a material adverse effect on our revenue and our financial results.

Large and established internet and technology companies, such as Google, Facebook and Amazon, play a substantial role in the digital advertising market and may significantly harm our ability to operate in this industry.

Google, Facebook and Amazon are substantial players in the digital advertising market and account for a large portion of the digital advertising budgets, along with other smaller players. Such high concentration causes us to be subject to any unilateral changes they may make with respect to advertising on their respective platforms, which may be more lucrative than alternative methods of advertising or partnerships with other publishers that are not subject to such changes. Furthermore, we could have limited ability to respond to, and adjust for, changes implemented by such players.

These companies, along with other large and established internet and technology companies, may also leverage their power to make changes to their web browsers, operating systems, platforms, networks or other products or services in a way that impacts the entire digital advertising marketplace. Such changes could affect our revenues as it will be required to make technological changes and business adjustments, which might cause the retirement of certain products and services or changes in their profitability.

This, together with other advertisement-blocking technologies incorporated in or compatible with leading internet browsers and operating systems, could impact our advertising business (as well as those of our competitors). These changes could materially impact the way we do business, and if we or our advertisers and third parties we work with are unable to quickly and effectively adjust and provide solutions to those changes, there could be an adverse effect on our revenue and performance.

The use of third-party software solutions for the purpose of blocking ads and / or alerts may cause our business to suffer.

Digital advertising may be blocked by third-party providers. As a result, we may lose both existing and potential new customers and our ability to generate revenue will be negatively impacted.

We depend on supply sources to provide us with advertising inventory in order for us to deliver advertising campaigns in a cost-effective manner.

We rely on a diverse set of publishers including direct publishers, advertising exchange platforms, social networks and other platforms, that aggregate advertising inventory, to provide us with high-quality digital advertising inventory on which we deliver ads, collectively referred to as “supply sources”. The future growth of our advertising business will depend, in part, on our ability to maintain, expand and further develop successful business relationships in order to increase the network of our supply sources.

Our supply sources typically make their advertising inventory available to us on a non-exclusive basis and are not required to provide any minimum amounts of advertising inventory to us or to provide us with a consistent supply of advertising inventory, at any predetermined price or through real time bidding. Supply sources often maintain relationships with various sources of demand that compete with us, and it is easy for supply sources to quickly shift their advertising inventory among these demand sources, or to shift inventory to new demand sources, without notice or accountability. Supply sources may also seek to change the terms at which they offer inventory to us, or they may allocate their advertising inventory to our competitors who offer more favorable economic terms, better solutions and advanced technology. Supply sources may also elect to sell all, or a portion, of their advertising inventory directly to advertisers and agencies, or they may develop their own competitive offerings, which could diminish the demand for our solutions. In addition, significant supply sources within the industry may enter into exclusivity arrangements with our competitors, which could limit our access to a meaningful supply of inventory. As a result of all of these factors, our supply sources may not supply us with sufficient amounts of high-quality digital advertising inventory in order for us to fulfill the demands of our advertising customers.

Because of these factors, we seek to expand and diversify our supply sources; nonetheless, if our supply sources terminate or reduce our access to their advertising inventory, increase the price of inventory or place significant restrictions on the sale of their advertising inventory, or if platforms or exchanges terminate our access to them and we are unsuccessful in establishing or maintaining our relationships with supply sources on commercially reasonable terms, we may not be able to replace this with inventory from other supply sources that satisfy our requirements in a timely and cost-effective manner. If any of these happens, our revenue could decline or our cost of acquiring inventory could increase, which, in turn, could lower our operating margins and materially adversely affect our advertising business.

Reliance upon our top customers may adversely affect our revenue and operating results.

Our top ten customers represented approximately 68% and 88% of our consolidated revenue for the years ended December 31, 2022 and 2021, respectively on a pro forma basis. It is likely that we will depend on a relatively small number of customers for a significant portion of our revenue in the future. If a top customer fails to pay us, cash flow from operations would be impacted and our operating results and financial condition could be harmed. Additionally, if we were to lose a material customer, we may not be able to offer our services at similar utilization or pricing levels and such loss could have an adverse effect on our business until the services are offered at similar utilization or pricing levels.

Our Search Platform depends heavily upon revenue generated from the material agreement with our Gix Major Customer, and any adverse change in that agreement could adversely affect our business, financial condition and results of operations.

We are highly dependent on the material agreement with our Gix Major Customer. If this material agreement is terminated or substantially amended (not on favorable terms), we would experience a material decrease in our revenue from our Search Platform or the profits it generates and would be forced to seek alternative customers, at less competitive terms or accelerate the business we have with the current Search Engines. There are few companies in the market that provide internet search and search advertising services with whom we can directly engage with in the same manner which we are engaged with our Gix Major Customer. Such companies are substantially the only participants in western markets, and competitors do not offer as much coverage through sponsored links or searches. We may divert our operations and user traffic to other third-party partners which provide search feed to Search Engines, however we cannot guarantee that we will be successful. If we fail to quickly locate, negotiate and finalize alternative arrangements or otherwise expedite current operations we have with such alternative search providers, or if we do, but the alternatives do not provide for terms that are as favorable as those currently provided and utilized, we would experience a material reduction in our revenue and, in turn, our business, financial condition and results of operations would be adversely affected.

Reliance upon material suppliers may adversely affect our revenue and operating results.

We are dependent on certain material suppliers and service providers for some of the services we render. In certain cases, we rely on single supplier and/or service provider for the services we offer our customers. In most cases we do not have long term contracts with these suppliers, and even in the cases where we do the contracts include significant qualifications that would make it extremely difficult for us to force the supplier or service provider to provide us with their services, should they choose not to do so. We are therefore subject to the risk that these third-parties we work with will not be able or willing to continue to provide us with services that meet our specifications, quality standards and delivery schedules. Factors that could impact these third parties' willingness and ability to continue to provide us with the required services include disruption at or affecting their facilities, such as work stoppages or natural disasters, adverse weather or other conditions that affect their supply, their financial conditions and / or deterioration in our relationships with these third parties. In addition, we cannot be sure that we will be able the services we need on satisfactory terms. Any increase in costs could reduce our revenues and harm our gross margins. In addition, any loss of a material supplier and / or service provider may permanently cause a change in one or more of our services that may not be accepted by our customers or cause us to eliminate that product altogether.

We may not be able to generate enough cash flow to meet our debt obligations or fund our other liquidity needs.

Our ability to pay the principal and interest of our Financing Agreement (as defined below) and to satisfy our other liabilities will depend upon future performance and our ability to repay or refinance our debt as it becomes due. Our future operating performance and ability to refinance will be affected by economic and capital market conditions, results of operations and other factors, many of which are beyond our control. Our ability to meet our debt obligations also may be impacted by changes in prevailing interest rates, as borrowings under our loans bear interest at floating rates. Failure to pay our loans might result in immediate repayment and / or realization of secured assets under the Financing Agreement, which include a floating lien on Gix Media's assets, bank account, rights under the Cortex Transaction (as defined below), Gix Media's intellectual property and holdings in Cortex.

Our success is dependent on the preferences of consumers, internet users and advertisers.

Our services rely on the digital devices used by consumers and users. To the extent that users change their consumption habits, or to the extent that traffic does not grow, our activities might decrease and our business operations might be harmed.

A change in advertisers' preferences could also affect our operations. Advertisers might change their preferences relating to their willingness to work with certain technologies and certain advertising platforms, which might reduce our activities and harm our business operations.

A loss of the services of our technology vendors could adversely affect execution of our business strategy.

Should some of our technology vendors terminate their relationship with us, our ability to continue the development of some of our platforms could be adversely affected, until such time that we find adequate replacement for these vendors, or until such time that we can continue the development on our own.

Global pandemics such as the continued outbreak of the COVID-19 pandemic may negatively impact the global economy in a significant manner for an extended period of time, and also adversely affect our business and operating results.

The outbreak of a global pandemic such as the COVID-19 pandemic may result in a widespread health crisis that may adversely affect businesses, economies and financial markets worldwide, and as a result placing constraints on the operations of businesses, decreased consumer mobility and activity, and significant economic volatility in international capital markets. For example, the COVID-19 pandemic has caused an economic recession, high unemployment rates and other disruptions, both in the United States, Israel and the rest of the world. While the COVID-19 pandemic has not adversely affected our business, an additional outbreak of the COVID-19 and other global pandemics and any of these impacts, including the prolonged continuation of these impacts, could in the future, adversely affect our business and operating results and heighten many of the other risks described in these "Risk Factors."

Risks Related to our Competition

Large and established internet and technology companies, such as Google and Facebook, play a substantial role in the digital advertising market and may significantly impair our ability to operate in this industry.

Google is a substantial player in the digital advertising market along with other players such as Microsoft. In addition, a small number of social network companies, such as Facebook, account for a large portion of digital advertising budgets. The high concentration of power among Google, Facebook and some other large market participants causes us to be subject to any unilateral changes they may make with respect to advertising on their respective platforms, which may be more lucrative than alternative methods of advertising or partnerships with other publishers that are not subject to such changes. Furthermore, we could have limited ability to respond to, and adjust for, changes implemented by large market participants.

These companies, along with other large and established Internet and technology companies, may also leverage their power to make changes to their web browsers, operating systems, platforms, networks or other products or services in a way that impacts the entire digital advertising marketplace.

The digital advertising market is highly competitive. If we cannot compete effectively in this market, our revenues are likely to decline.

We face intense competition in the marketplace. We operate in a dynamic market that is subject to rapid development and introduction of new technologies, products and solutions, changing branding objectives, evolving customer demands and industry guidelines, all of which affect our ability to remain competitive. There are a large number of companies and advertising technology companies that offer products or services similar to ours and that compete with us for finite advertising budgets. There is also a large number of niche companies that are competitive with us, as they provide a subset of the services that we provide. Some of our existing and potential competitors may be better established, benefit from greater name recognition, may offer solutions and technologies that we do not offer or that are more evolved than ours, and may have significantly more financial, technical, sales and marketing resources than we do. In addition, some competitors, particularly those with a larger and more diversified revenue base and a broader offering, may have greater flexibility than we do to compete aggressively on the basis of price and other contract terms as well as respond to market changes. Additionally, companies that do not currently compete with us in this space may change their services to be competitive if there is a revenue opportunity, and new or stronger competitors may emerge through consolidations or acquisitions. If our platforms are not perceived as competitively differentiated or we fail to develop adequately to meet market evolution, we could lose customers and market share or be compelled to reduce our prices and harm our operational results.

Risks Related to our Intellectual Property

If we cannot enforce and protect our intellectual property rights, our business could be adversely affected.

We rely on patents, copyright, trademark, domain name and trade secret laws in the United States and similar laws in other countries, as well as licenses and other agreements with our employees, and other parties, to establish and maintain our intellectual property rights in the technology, products and services used in our operations. These laws and agreements may not guarantee that our intellectual property rights will be protected and our intellectual property rights could be challenged or invalidated. Amendments to or interpretations of U.S. patent laws or new rulings around U.S. patent laws may adversely impact our ability to protect our new technologies, content, products and services and to defend against claims of patent infringement. In addition, such intellectual property rights may not be sufficient to permit us to take advantage of current industry trends or otherwise to provide competitive advantages, which could result in costly redesign efforts, discontinuance of offerings, decreased traffic and associated revenue or otherwise adversely affect our business.

We may in the future be, subject to claims of intellectual property infringement that could adversely affect our business.

Many companies (including patent holding companies) and individuals own patents, copyrights, trademarks, and trade secrets and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. As we develop and offer our platforms through various distribution channels we may experience an increase in the number of intellectual property claims against us. These claims, whether meritorious or not, may result in litigation, may be time-consuming and costly to resolve, and may require expensive changes in our methods of doing business. These intellectual property infringement claims may require us to enter into royalty or licensing agreements on unfavorable terms or to incur substantial monetary liability. Additionally, these claims may result in our being enjoined preliminarily or permanently from further use of certain intellectual property or may require us to cease or significantly alter certain of our operations.

Some of our commercial agreements may require us to indemnify third parties against intellectual property infringement claims, which may require us to use substantial resources to defend against or settle such claims or, potentially, to pay damages. These third parties may also discontinue the use of our platforms, as a result of injunctions or otherwise, which could result in loss of revenues and adversely impact our business. Additionally, we may be exposed to liability or substantially increased costs if a commercial partner does not honor its contractual obligation to indemnify us for intellectual property infringement claims made by third parties or if any amounts received are not adequate to cover our liabilities or the costs associated with defense of such claims. The occurrence of any of these events could adversely affect our business.

Patent terms may be inadequate to protect our competitive position for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional or international patent application filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our products are obtained, once the patent life has expired, we may be open to competition from competitive products, including generics. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

Risks Related to Data Protection Regulation

We may not be able to protect our systems, technology and infrastructure from cyberattacks.

We may be under attack by perpetrators of malicious technology-related events, such as the use of botnets, malware or other destructive or disruptive software, distributed denial of service attacks, phishing, attempts to misappropriate user information and other similar malicious activities. The incidence of events of this nature (or any combination thereof) is on the rise worldwide. While we continuously develop and maintain systems designed to detect and prevent events of this nature from impacting our platforms, we have invested and continue to invest, heavily in these efforts. These efforts are costly and require ongoing monitoring and updating as technologies change and efforts to overcome preventative security measures become more sophisticated.

Any event of this nature that we experience could damage our systems, technology and infrastructure, prevent us from providing our services, compromise the integrity of our services, damage our reputation and/or be costly to remedy, as well as subject us to investigations by regulatory authorities, fines and/or litigation that could result in liability to third parties.

A failure in our technology infrastructure may adversely affect our business and financial condition and disrupt our customers' businesses.

We utilize "Cloud" servers, which are not immune to failures, which could affect our activities, including its media-purchasing and processing capabilities.

Regulations, legislation, or self-regulation developments relating to privacy, data collection and protection, e-commerce, and internet advertising, privacy and data collection and protection, and uncertainties regarding the application or interpretation of existing or newly adopted laws and regulations, could harm our business and subject us to significant legal liability for non-compliance. Our business depends on our ability to collect and use data, and any limitation on the collection and use of this data could significantly diminish the value of our platforms and cause us to lose customers and revenue.

Our business is conducted through the internet and therefore, among other things, we are subject to the laws and regulations that apply to e-commerce and online businesses around the world. These laws and regulations are becoming more prevalent in the United States, Europe, Israel, Canada and elsewhere and may impede the growth of the internet and consequently our services. These regulations and laws may cover privacy, data collection and protection, location of data storage and processing, cybersecurity, e-commerce, content, use of "cookies," access changes, "net neutrality," pricing, advertising, distribution of "spam" copyright and other intellectual property, libel, marketing, distribution of products, protection of minors, consumer protection, taxation and online payment services. Our platforms receive, collects, stores, processes, transfers and uses certain data about how viewers engaged with videos and helps companies to leverage that data to become a better storyteller and optimize the videos. Our ability to access and utilize such data is crucial.

Our ability to either collect or use data could be restricted by new laws or regulations. We are subject to numerous federal, state, local, and international laws, directives and regulations regarding privacy, data protection, and data security and the collection, storing, sharing, use, processing, transfer, disclosure and protection of personal information and other data, the scope of which are changing, subject to differing interpretations, and may be inconsistent among jurisdictions or conflict with other legal and regulatory requirements. We are also subject to certain contractual obligations to third parties related to privacy, data protection and data security. We strive to comply with our applicable policies and applicable laws, regulations, contractual obligations and other legal obligations relating to privacy, data protection and data security to the extent possible. However, the regulatory framework for privacy, data protection and data security worldwide is, and is likely to remain for the foreseeable future, uncertain and complex, and it is possible that these or other actual or alleged obligations may be interpreted and applied in a manner that we do not anticipate or that is inconsistent from one jurisdiction to another and may conflict with other legal obligations or our practices. Further, any significant change to applicable laws, regulations or industry practices regarding the collection, use, retention, security or disclosure of data, or their interpretation, or any changes regarding the manner in which the consent of users or other data subjects for the collection, use, retention or disclosure of such data must be obtained, could increase our costs and require us to modify our services and features, possibly in a material manner, which we may be unable to complete, and may limit our ability to store and process user data or develop new services and features.

If we were found in violation of any applicable laws or regulations relating to privacy, data protection or security, our business may be materially and adversely affected and we would likely have to change our business practices and potentially the services and features available through our platforms. In addition, these laws and regulations could impose significant costs on us and could constrain our ability to use and process data in manners that may be commercially desirable. In addition, if a breach of data security were to occur or to be alleged to have occurred, if any violation of laws and regulations relating to privacy, data protection or data security were to be alleged, or if we had any actual or alleged defect in our safeguards or practices relating to privacy, data protection, or data security, our solutions may be perceived as less desirable and our business, prospects, financial condition and results of operations could be materially and adversely affected.

For example, we collect, use, maintain and otherwise process certain data about our customers (including, without limitation, customers' clients or users), partners, candidates and employees, consultants, leads and consumers. Our ability to collect, use, maintain or otherwise process personal data has been, and could be further, restricted by existing and new laws and regulations relating to privacy and data collection and protection, including the EU General Data Protection Regulation 2016/679 (the "GDPR"), the California Consumer Privacy Act (the "CCPA") and the California Privacy Rights Act (the "CPRA"), the Israeli Privacy Protection Law, 1981 and the regulations thereunder (the "Israeli Privacy Law") as well as other laws. These laws and regulations generally define personal data to include location data and online identifiers, which are commonly used and collected parameters in digital advertising and, among other things, impose stringent user consent requirements and permit data subjects to request we discontinue using certain data. In addition, some countries are considering or have enacted legislation requiring local storage and processing of data that could increase the cost and complexity of delivering our services.

Additionally, the GDPR has a wide territorial scope and contains significant penalties for non-compliance. The GDPR, among other things, imposes requirements to provide detailed and transparent disclosures about how personal data is collected and processed, grants rights for data subjects to access, delete or object to the processing of their personal data, provides for a mandatory breach notification to supervisory authorities (and in certain cases, affected individuals) of certain data breaches, sets limitations on the retention of personal data and outlines significant documentary requirements to demonstrate compliance through policies, procedures, training and audits. Additionally, supervisory authorities in the member states have some flexibility when implementing European Directives and certain aspects of the GDPR, which can lead to diverging national rules. European supervisory authorities have been very active in terms of enforcing data protection rules, including with respect to cookie-related matters. Regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to identify and potentially target individuals, may lead to broader restrictions and impairments on our business activities, may negatively impact our efforts to understand users, and, as a result of us being able to process less data, make our automated decisioning process less accurate.

Recent rulings by the Court of Justice of the European Union and directives from European data protection authorities may additionally limit our use of the IAB Transparency Platform, which our solutions are reliant upon, and curtail the use of online tracking technologies that we use to safeguard against fraud and personalize feeds and advertisements. Failure to adhere to applicable guidance from European data protection authorities may result in substantial fines, significant increases in costs, or damage to our reputation.

In addition to the GDPR, the European Commission has another draft regulation in the approval process that focuses on a person's right to conduct a private life. The proposed legislation, known as the Regulation of Privacy and Electronic Communications ("ePrivacy Regulation"), would replace the current ePrivacy Directive. Originally planned to be adopted and implemented at the same time as the GDPR, the ePrivacy Regulation is still being negotiated.

In addition, the U.K.'s General Data Protection Regulation (the "UK GDPR"), impose robust obligations for the collection, control, use, sharing, disclosure and other processing of personal data and contains documentation and accountability requirements for data protection compliance. The UK GDPR exposes us to two parallel regimes (GDPR and UK GDPR), each of which authorizes similar fines and may subject us to increased compliance risk based on differing, and potentially inconsistent or conflicting, interpretation and enforcement by regulators and authorities (particularly, if the laws are amended in the future in divergent ways). Failure to comply with these obligations can result in significant fines and other liability under applicable law. In particular, under the GDPR, fines of up to EUR 20 million (or GBP 17.5 million under the UK GDPR) or up to 4% of the annual global revenue of the noncompliant company, whichever is greater, could be imposed for violations of certain of the GDPR's requirements. The GDPR requirements apply not only to third-party transactions, but also to transfers of information between us and our subsidiaries, including employee information.

Similarly, there have been laws and regulations adopted throughout the United States that impose new obligations in areas such as privacy, in particular protection of personal information and implementing adequate cybersecurity measures to protect such information. In the United States, privacy and data security laws are also complex and changing rapidly, these laws are not consistent, and compliance with them in the event of a widespread data breach is complex and costly. Both federal and state legislation also govern the collection, use and other processing of personal data, and the advertising industry has been subject to review by the Federal Trade Commission (the "FTC"), U.S. Congress, and individual states. For example, the CCPA provides data privacy rights for California residents and operational requirements for covered companies. Among other things, companies covered by the CCPA must provide new disclosures to California residents and afford such residents the ability to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. In addition, the CPRA, which took effect in January 2023, has expanded the rights granted under the CCPA and impose additional notice and opt out-obligations, including an obligation to provide California residents with the ability to opt-out to the processing of personal information for purposes of behavioral advertising, adds restrictions on the "sale" or "share" of personal information (which it defines broadly under the CCPA), and creates new data privacy rights for California residents and carries significant enforcement penalties for non-compliance. Additional U.S. states have implemented, or are in the process of implementing, similar new laws or regulation (for example, the Virginia Consumer Data Protection Act ("VCDPA") that has entered into effect on January 1, 2023 and the Colorado Privacy Act ("CPA") which will go into effect on July 1, 2023) that impose new privacy rights and obligations which resembles the CCPA and CPRA. Further, laws in all 50 states require businesses to provide notice to consumers whose personal information has been disclosed as a result of a data breach. More generally, some observers have noted that the CCPA, CPRA, VCDPA, and CPA could mark the beginning of a trend toward more stringent United States federal privacy legislation, which could increase our potential liability and adversely affect our business.

The CCPA, and eventually the CPRA, VCDPA, CPA, and other legal and regulatory changes, are making it easier for certain individuals to opt-out of having their personal data processed and disclosed to third parties through various opt-out mechanisms, which could result in an increase to our operational costs to ensure compliance with such legal and regulatory changes.

In addition, failure to comply with the Israeli Privacy Protection Law 1981, and its regulations as well as the guidelines of the Israeli Privacy Protection Authority, may expose us to administrative fines, civil claims (including class actions) and in certain cases criminal liability. Current pending legislation may result in a change of the current enforcement measures and sanctions.

Any failure or perceived failure by us to comply with our posted privacy policies, our privacy-related obligations to users or other third parties, or any other legal obligations or regulatory requirements relating to privacy, data protection or data security may result in governmental investigations or enforcement actions, litigation, claims or public statements against us by consumer advocacy groups or others and could result in significant liability, cause our users to lose trust in us, and otherwise materially and adversely affect our reputation and business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, other obligations and policies that are applicable to the businesses of our users may limit the adoption and use of, and reduce the overall demand for our platforms. Additionally, if third parties we work with violate applicable laws, regulations or contractual obligations, such violations may put our users' data at risk, could result in governmental investigations or enforcement actions, fines, litigation, claims, or public statements against us by consumer advocacy groups or others and could result in significant liability, cause our users to lose trust in us and otherwise materially and adversely affect our reputation and business. Further, public scrutiny of, or complaints about, technology companies or their data handling or data protection practices, even if unrelated to our business, industry or operations, may lead to increased scrutiny of technology companies, including us, and may cause government agencies to enact additional regulatory requirements, or to modify their enforcement or investigation activities, which may increase our costs and risks.

Due to rapid changes in technology and the inconsistent interpretations of privacy and data collection and protection laws and regulations, we may be required to materially change the way we do business. The challenges imposed by the ongoing need to remain compliant with such laws and regulations, as well the need to implement any changes required based on newly introduced laws and regulations, may slow our growth, and if we are not able to cope with these challenges as effectively as other companies, we will be competitively disadvantaged. Any limitation on our ability to collect and utilize data, including personal data, would make it more difficult for us to be able to optimize ad placement for the benefit of our advertisers and publishers, which could render our solutions less valuable and potentially result in loss of clients and a decline in revenue. For example, we may need to adapt our advertising solution to a "cookie-less" environment and introduce alternative solutions which may not provide the targeting capabilities provided by cookies.

We rely on third-party Internet, mobile, and other products and services to deliver our mobile and web applications to users, and any disruption of, or interference with, our use of those services could adversely affect our business, financial condition, results of operations, and customers.

Our services continuing and uninterrupted performance is critical to our success. Our services are dependent on the performance and reliability of internet, mobile, and other infrastructure services that are not under our control. For example, we currently host our services and support our operations using a third-party provider of cloud infrastructure services. While we have engaged reputable vendors to provide these products or services, we do not have control over the operations of the facilities or systems used by our third-party providers. These facilities and systems may be vulnerable to damage or interruption from natural disasters, cybersecurity attacks, human error, terrorist attacks, power outages, pandemics, and similar events or acts of misconduct. In addition, any changes in one of our third-party service provider's service levels may adversely affect our ability to meet the requirements of our customers. While we believe we have implemented reasonable backup and disaster recovery plans, we expect that in the future we may experience interruptions, delays and outages in service and availability from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions, capacity constraints, or external factors beyond our control. Sustained or repeated system failures would reduce the attractiveness of our offerings and could disrupt our customers' businesses. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times, as we expand our products and service offerings. Any negative publicity or user dissatisfaction arising from these disruptions could harm our reputation and brand, may adversely affect the usage of our offerings, and could harm our business, financial condition and results of operation.

Risks Related to Our Common Stock

Shares of Common Stock issuable upon the conversion of warrants may substantially increase the number of shares of Common Stock available for sale in the public market and depress the price of our Common Stock.

As of December 31, 2022, we had outstanding: (i) Class J Warrants exercisable to purchase 130,333 shares of Common Stock at an exercise price of $13.44 per share of Common Stock; and (ii) Class K Warrants exercisable to purchase 130,333 shares of Common Stock, at an exercise price of $22.40 per share of Common Stock.

To the extent any of these warrants are exercised and any additional warrants are issued and subsequently exercised, there will be further dilution to our stockholders. Until the warrants expire, these warrant holders will have an opportunity to profit from any increase in the market price of our Common Stock without assuming the risks of ownership. Holders of options and warrants may exercise these securities at a time when we could obtain additional capital on terms more favorable.

The exercise price of the warrants will dilute the voting interest of the owners of presently outstanding shares of Common Stock by adding a substantial number of additional shares of our Common Stock. We have reserved shares of Common Stock for issuance upon the exercise of the warrants and may increase the shares reserved for these purposes in the future.

The shares of our Common Stock, which are issuable upon the exercise of any outstanding warrants may be sold in the public market pursuant to Rule 144, if applicable. The sale of our Common Stock issued or issuable upon the exercise of the warrants and options described above, or the perception that such sales could occur, may adversely affect the market price of our Common Stock.

We are subject to compliance with securities law, which exposes us to potential liabilities, including potential rescission rights.

We have offered and sold our Common Stock to investors pursuant to certain exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Act") as well as those of various state securities laws. The basis for relying on such exemptions is factual; that is, the applicability of such exemptions depends upon our conduct and that of those persons contacting prospective investors and making the offering. We have not received a legal opinion to the effect that any of our prior offerings were exempt from registration under any federal or state law. Instead, we have relied upon the operative facts as the basis for such exemptions, including information provided by investors themselves.

If any prior offering did not qualify for such exemption, an investor would have the right to rescind its purchase of the securities if it so desired. It is possible that if an investor should seek rescission, such investor would succeed. A similar situation prevails under state law in those states where the securities may be offered without registration in reliance on the partial preemption from the registration or qualification provisions of such state statutes. If investors were successful in seeking rescission, we would face severe financial demands that could adversely affect our business and operations. Additionally, if we did not in fact qualify for the exemptions upon which it has relied, we may become subject to significant fines and penalties imposed by the U.S. Securities and Exchange Commission (the "SEC") and state securities agencies.

The availability of a large number of authorized but unissued shares of Common Stock may, upon their issuance, lead to dilution of existing stockholders.

We are authorized to issue 490,000,000 shares of Common Stock, of which, as of December 31, 2022, 14,783,964 shares of Common Stock were outstanding. Additional shares of Common Stock may be issued by our Board of Directors without further stockholder approval. The issuance of large numbers of shares, possibly at below market prices, is likely to result in substantial dilution to the interests of other stockholders. In addition, issuances of large numbers of shares of Common Stock may adversely affect the market price of our Common Stock.

Our Certificate of Incorporation authorizes 10,000,000 shares of preferred stock, par value $0.0001 per share of which none were issued and outstanding as of December 31, 2022. The Board of Directors is authorized to provide for the issuance of these unissued shares of preferred stock in one or more series, and to fix the number of shares and to determine the rights, preferences and privileges thereof. Accordingly, the Board of Directors may issue preferred stock which may convert into large numbers of shares of common stock and consequently lead to further dilution of other stockholders.

We have never paid cash dividends and do not anticipate doing so in the foreseeable future.

We have never declared or paid cash dividends on our Common Shares. We currently plan to retain any earnings to finance the growth of our business rather than to pay cash dividends. Payments of any cash dividends in the future will depend on our financial condition, results of operations and capital requirements, as well as other factors deemed relevant by our Board of Directors.

Our Common Stock is subject to the "Penny Stock" rules of the SEC and the trading market in our stock is limited, which makes transactions in our stock cumbersome and may reduce the value of an investment.

The SEC has adopted Rule 15g-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require:

- That a broker or dealer approve a person's account for transactions in penny stocks; and
- The broker or dealer receives from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must:

- Obtain financial information and investment experience objectives of the person; and
- Make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form:

- Sets forth the basis on which the broker or dealer made the suitability determination; and
- That the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our Common Stock and cause a decline in the market value of our Common Stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Our common stock has been downgraded to the OTC Markets, Pink Tier and is thinly traded, and as a result the sale of your holding may take a considerable amount of time.

The OTC Markets Group has downgraded trading in the Company's shares of Common Stock to the OTC Markets, Pink Tier from its trading on the OTCQB Markets on November 7, 2022. The shares of our Common Stock are thinly-traded meaning that the number of persons interested in purchasing our Common Stock at or near bid prices at any given time may be relatively small or non-existent. This situation is attributable to a number of factors, including the fact that we are a small company that is relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price.

In the absence of an active trading market, investors may have difficulty buying and selling or obtaining market quotations, market visibility for shares of our Common Stock may be limited, and a lack of visibility for shares of our Common Stock may have a depressive effect on the market price for shares of our Common Stock. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares.

We cannot give you any assurance that a broader or more active public trading market for our Common Stock will develop or be sustained, or that current trading levels will be sustained. Due to these conditions, we can give you no assurance that you will be able to sell your shares at or near bid prices or at all if you need money or otherwise desire to liquidate your shares. Furthermore, because of the limited market and generally low volume of trading in our Common Stock, the price of our Common Stock could more likely be affected by broad market fluctuations, general market conditions, fluctuations in our operating results, changes in the markets' perception of our business, and announcements made by us, our competitors, or parties with whom we have business relationships.

The market for penny stocks has experienced numerous frauds and abuses, which could adversely impact investors in our stock.

The OTC Markets, Pink Tier securities are frequent targets of fraud or market manipulation, both because of their generally low prices and because the OTC Markets, Pink Tier reporting requirements are less stringent than those of a national securities stock exchanges such as the Nasdaq Stock Market LLC (the "Nasdaq").

Patterns of fraud and abuse include:

● Control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer;

● Manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases;

● "Boiler room" practices involving high pressure sales tactics and unrealistic price projections by inexperienced sales persons;

● Excessive and undisclosed bid-ask differentials and mark-ups by selling broker-dealers; and

● Wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the inevitable collapse of those prices with consequent investor losses.

Shares of Common Stock eligible for future sale may adversely affect the market.

From time to time, certain of our stockholders may be eligible to sell all or some of their shares of Common Stock by means of ordinary brokerage transactions in the open market pursuant to Rule 144 promulgated under the Act, subject to certain limitations. In general, pursuant to amended Rule 144, non-affiliate stockholders may sell freely after six months, subject only to the current public information requirement. Affiliates may sell after six months, subject to the Rule 144 volume, manner of sale (for equity securities), current public information and notice requirements. Any substantial sales of our common stock pursuant to Rule 144 may have a material adverse effect on the market price of our Common Stock.

Our share price has fluctuated significantly and could continue to fluctuate significantly.

The market price for our Common Stock, as well as the prices of shares of other technology and ad-tech companies, has been volatile. The following factors may cause significant fluctuations in the market price of our Common Stock:

- negative fluctuations in our quarterly revenue and earnings or those of our competitors;
- pending sales into the market due to the sale of large blocks of shares, due to, among other reasons, the expiration of any tax-related or contractual lock–ups with respect to significant amounts of our shares of Common Stock;
- changes in our senior management;
- changes in regulations or in policies of Search Engines or other industry conditions;
- mergers and acquisitions by us or our competitors;
- technological innovations;
- the introduction of new products; and
- the conditions of the securities markets, political, economic and other developments worldwide.

In addition, share prices of many technology companies in general and ad-tech companies in particular fluctuate significantly for reasons that may be unrelated or disproportionate to operating results. The factors discussed above may depress or cause volatility to our share price, regardless of our actual operating results.

If we fail to maintain effective internal controls over financial reporting, the price of our Common Stock may be adversely affected.

Our internal control over financial reporting may have material weaknesses and conditions that could require correction or remediation, the disclosure of which may have an adverse impact on the price of our Common Stock. We are required to establish and maintain appropriate internal controls over financial reporting. Failure to establish those controls, or any failure of those controls once established, could adversely affect our public disclosures regarding our business, prospects, financial condition or results of operations. In addition, management's assessment of internal controls over financial reporting may identify material weaknesses and conditions that need to be addressed in our internal controls over financial reporting or other matters that may raise concerns for investors. Any actual or perceived weaknesses and conditions that need to be addressed in our internal control over financial reporting or disclosure of management's assessment of our internal controls over financial reporting may have an adverse impact on the price of our Common Stock.

Management evaluated the effectiveness of the Company's disclosure controls and procedures as of December 31, 2022 and concluded that although the material weakness previously identified in our Annual Report on Form 10-K for the year ended December 31, 2021 has been remediated, the Company's disclosure controls and procedures were not effective as of the end of December 31, 2022, and pursuant to the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework (2013), as the assets of an acquired business, which have been excluded from management's assessment of internal control over financial reporting, constitute substantially all of the Company's assets as of December 31, 2022. This could lead investors to question the reliability and accuracy of our reported financial information and could adversely impact the market price of our Common Stock.

We are required to comply with certain provisions of Section 404 of the Sarbanes-Oxley Act of 2002 and if we fail to comply in a timely manner, our business could be harmed and our stock price could decline.

Rules adopted by the SEC pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 require an annual assessment of internal controls over financial reporting, and for certain issuers an attestation of this assessment by the issuer's independent registered public accounting firm. The standards that must be met for management to assess the internal controls over financial reporting as effective are complex, and require significant documentation, testing, and possible remediation to meet the detailed standards.

We expect to incur expenses and to devote resources to Section 404 compliance on an ongoing basis. It is difficult for us to predict how long it will take or how much will it costs to complete the assessment of the effectiveness of our internal control over financial reporting for each year and to remediate any deficiencies in our internal control over financial reporting. As a result, we may not be able to complete the assessment and remediation process on a timely basis. In addition, although attestation requirements by our independent registered public accounting firm are not presently applicable to us, we could become subject to these requirements in the future, and we may encounter problems or delays in completing the implementation of any resulting changes to internal controls over financial reporting.

In connection with the preparation of our financial statements for the year ended December 31, 2021, our management identified a material weakness in our internal control over financial reporting. In response to that material weakness, we implemented a remediation plan and reviewed our existing processes and controls in order to identify additional control deficiencies and designed new controls or adjusted the design of our existing controls in order to improve our processes and controls. Although management determined that the material weakness in connection with the Company's internal controls over financial reporting for the year ended December 31, 2021 has been remediated, our management concluded that the Company's disclosure controls and procedures were not effective as of the end of December 31, 2022. We cannot assure you that management will not additionally determine in the future that our internal control over financial reporting is not effective and we cannot predict how the market prices of our shares of Common Stock will be affected; however, we believe that there is a risk that investor confidence and share value may be negatively affected.

Delaware law contains provisions that could discourage, delay or prevent a change in control of our Company, prevent attempts to replace or remove current management and reduce the market price of our stock.

Provisions in our Certificate of Incorporation and Bylaws may discourage, delay or prevent a merger or acquisition involving us that our stockholders may consider favorable. For example, our Certificate of Incorporation authorizes our Board of Directors to issue up to ten million shares of "blank check" preferred stock. As a result, without further stockholder approval, the Board of Directors has the authority to attach special rights, including voting and dividend rights, to this preferred stock. With these rights, preferred stockholders could make it more difficult for a third party to acquire us.

We are also subject to the anti-takeover provisions of the Delaware General Corporation Law (the "DGCL"). Under these provisions, if anyone becomes an "interested stockholder," we may not enter into a "business combination" with that person for three years without special approval, which could discourage a third party from making a takeover offer and could delay or prevent a change in control of us. An "interested stockholder" is, generally, a stockholder who owns 15% or more of our outstanding voting stock or an affiliate of ours who has owned 15% or more of our outstanding voting stock during the past three years, subject to certain exceptions as described in the DGCL.

Risks Related to our Operations in Israel

Exchange rate fluctuations between foreign currencies and the U.S. Dollar may negatively affect our earnings.

Our reporting and functional currency is the U.S. dollar. Our revenues are currently primarily payable in U.S. dollars and we expect our future revenues to be denominated primarily in U.S. dollars and Euros. However, certain amount of our expenses are in NIS and as a result, we are exposed to the currency fluctuation risks relating to the recording of our expenses in U.S. dollars. We may, in the future, decide to enter into currency hedging transactions. These measures, however, may not adequately protect us from material adverse effects.

Political, economic and military instability in Israel may impede our ability to operate and harm our financial results.

Our offices and management team are located in the Tel-Aviv metropolitan area, Israel. Accordingly, political, economic, and military conditions in Israel and the surrounding region may directly affect our business and operations. In recent years, Israel has been engaged in sporadic armed conflicts with Hamas, an Islamist terrorist group that controls the Gaza Strip, with Hezbollah, an Islamist terrorist group that controls large portions of southern Lebanon, and with Iranian-backed military forces in Syria. In addition, Iran has threatened to attack Israel and may be developing nuclear weapons. Some of these hostilities were accompanied by missiles being fired from the Gaza Strip against civilian targets in various parts of Israel, including areas in which our employees and some of our consultants are located, and negatively affected business conditions in Israel. Any hostilities involving Israel or the interruption or curtailment of trade between Israel and its trading partners could adversely affect our operations and results of operations. Our commercial insurance does not cover losses that may occur as a result of events associated with war and terrorism. Although the Israeli government currently covers the reinstatement value of direct damages that are caused by terrorist attacks or acts of war, we cannot assure you that this government coverage will be maintained or that it will sufficiently cover our potential damages. Any losses or damages incurred by us could have a material adverse effect on our business. Any armed conflicts or political instability in the region would likely negatively affect business conditions and could harm our results of operations.

Further, in the past, the State of Israel and Israeli companies have been subjected to economic boycotts. Several countries still restrict business with the State of Israel and with Israeli companies. These restrictive laws and policies may have an adverse impact on our operating results, financial condition or the expansion of our business. A campaign of boycotts, divestment and sanctions has been undertaken against Israel, which could also adversely impact our business.

The Israeli government is currently pursuing extensive changes to Israel's judicial system. In response to the foregoing developments, individuals, organizations and institutions, both within and outside of Israel, have voiced concerns that the proposed changes may negatively impact the business environment in Israel including due to reluctance of foreign investors to invest or transact business in Israel as well as to increased currency fluctuations, downgrades in credit rating, increased interest rates, increased volatility in security markets, and other changes in macroeconomic conditions. To the extent that any of these negative developments do occur, they may have an adverse effect on our business, our results of operations and our ability to raise additional funds, if deemed necessary by our management and Board of Directors.

In addition, many Israeli citizens are obligated to perform several days, and in some cases more, of annual military reserve duty each year until they reach the age of 40 (or older, for reservists who are military officers or who have certain occupations) and, in the event of a military conflict, may be called to active duty. In response to increases in terrorist activity, there have been periods of significant call-ups of military reservists. It is possible that there will be military reserve duty call-ups in the future. Our operations could be disrupted by such call-ups, which may include the call-up of members of our management. Such disruption could materially adversely affect our business, prospects, financial condition and results of operations.

It may be difficult to enforce a judgment of a U.S. court against us, our officers and directors or the Israeli experts named in our reports filed with the SEC in Israel or the United States, to assert U.S. securities laws claims in Israel or to serve process on our officers and directors and these experts.

Our directors reside outside of the United States, and most of the assets of our directors are located outside of the United States. Therefore, a judgment obtained against us, or our directors, including a judgment based on the civil liability provisions of the U.S. federal securities laws, may not be collectible in the United States and may not be enforced by an Israeli court. It may also be difficult for you to effect service of process on our directors in the United States or to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on an alleged violation of U.S. securities laws reasoning that Israel is not the most appropriate forum in which to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proven as a fact by expert witnesses, which can be a time consuming and costly process. Certain matters of procedure will also be governed by Israeli law.

There is little binding case law in Israel that addresses the matters described above. As a result of the difficulty associated with enforcing a judgment against us in Israel, you may not be able to collect any damages awarded by either a U.S. or foreign court.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We currently conduct the operations of our Search Platform from our offices in Ramat Gan, which we have been occupying since June 2021. We pay a monthly fee of $10,000 for the lease of the offices. The first term of the lease is thirty-six (36) months, until March 1, 2024, with an option to extend for four (4) additional years. We have a bank deposit as a guarantee in the amount of approximately $21,000 the purpose of ensuring payment of the rent for our offices. We currently conduct the operations of our Content Platform from our offices in Ramat Hachayal Tel Aviv, which we have been occupying since September 1, 2016. We pay a monthly fee of $14,000 for the lease of these offices, which we rent on a monthly basis.

ITEM 3. LEGAL PROCEEDING

We are currently not involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of the Company, threatened against or affecting the Company, our Common Stock, our officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

ITEM 4. MINE SAFETY DISCLOSURES

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON STOCK, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASE OF EQUITY

Market Information

Our Common Stock is currently quoted on the OTC Markets, Pink Tier under the symbol VBIX, since November 7, 2022. In connection with the Reorganization Transaction, the Company filed an Amended and Restated Certificate of Incorporation with the Secretary of State of Delaware, effective as of August 31, 2022, pursuant to which the Company, among other things, effected the Reverse Split of its Common Stock at a ratio of 1-for-28.

Holders of Common Stock

As of December 31, 2022, there were approximately 2,689 stockholders of record of our Common Stock and 14,783,964 shares of our Common Stock outstanding.

Our transfer agent is Transfer Online, 512 SE Salmon Street, Portland, OR 97214-3444, telephone: (503) 227-2950.

Dividends

Holders of Common Stock are entitled to dividends if declared by our Board of Directors, out of funds legally available therefore. We have never declared cash dividends on our Common Stock and our Board of Directors does not anticipate paying cash dividends in the foreseeable future as it intends to retain future earnings to finance the growth of our businesses.

Outstanding Warrants

The following table summarizes information of outstanding warrants as of December 31, 2022:

	Warrants	Warrant Term	Exercise Price	Exercisable
Class J Warrants	130,333	July 2029	$ 13.44	130,333
Class K Warrants	130,333	July 2029	$ 22.40	130,333

Securities Authorized for Issuance under Equity Compensation Plans

As of the date of this Annual Report, the Company has authorized 2,500,000 shares of Common Stock for issuance under our 2023 Stock Incentive Plan (the "2023 Plan"). We do not grant options under our 2017 Employee Incentive Plan (the "2017 Plan") as it was superseded by the 2023 Plan.

The following table summarizes information of outstanding options as of December 31, 2022:

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance
Plan Category			
Equity compensation plans approved by security holders (2017 Plan)	-	-	133,333
Equity compensation plans not approved by security holders (2023 Plan)			2,500,000

2023 Stock Incentive Plan

The maximum number of shares of Common Stock available for issuance under the 2023 Plan is equal to the sum of (i) 2,500,000 shares of Common Stock *plus* (ii) an annual increase on the first day of each year beginning in 2024 and on January 1st of each calendar year thereafter and through January 1, 2034, equal to the lesser of (A) 5% of our outstanding capital stock on the last day of the immediately preceding calendar year; and (B) such smaller amount as determined by our Board of Directors if so determined prior to January 1 of a calendar year in which the increase will occur, provided that no more than 2,500,000 shares of Common Stock may be issued upon the exercise of Incentive Stock Options.

Administration. The Board of Directors, or a committee established or appointed by the Board of Directors to administer the 2023 Plan (the "Administrator"), administers the 2023 Plan. Under the 2023 Plan, the Administrator has the authority, subject to applicable law, to interpret the terms of the 2023 Plan and any award agreements or awards granted thereunder, designate recipients of awards, determine and amend the terms of awards, including the exercise price of an option award, the fair market value of our Common Stock, the time and vesting schedule applicable to an award or the method of payment for an award, accelerate or amend the vesting schedule applicable to an award, prescribe the forms of agreement for use under the 2023 Plan and take all other actions and make all other determinations necessary for the administration of the 2023 Plan.

The Administrator also has the authority to approve the conversion, substitution, cancellation or suspension under and in accordance with the 2023 Plan of any or all option awards or shares of Common Stock, and the authority to modify option awards to eligible individuals who are foreign nationals or are individuals who are employed outside Israel or the United State of America to recognize differences in local law, tax policy or custom, in order to effectuate the purposes of the 2023 Plan but without amending the 2023 Plan. The Administrator also has the authority to amend and rescind rules and regulations relating to the 2023 Plan or terminate the 2023 Plan at any time. No termination or amendment of the 2023 Plan shall affect any then outstanding award unless expressly provided by the Administrator.

Eligibility. The 2023 Plan provides for granting awards under various tax regimes, including, without limitation, in compliance with Section 102 of the Israeli Income Tax Ordinance (New Version) 5271-1961 (the "Ordinance"), and Section 3(i) of the Ordinance and for awards granted to our United States employees or service providers, including those who are deemed to be residents of the United States for tax purposes, Section 422 of the United States Internal Revenue Code of 1986 (the "Code") and Section 409A of the Code.

Section 102 of the Ordinance allows employees, directors and officers who are not controlling stockholders and are considered Israeli residents to receive favorable tax treatment for compensation in the form of shares or options under certain terms and conditions. Any non-employee service providers and controlling stockholders who are considered Israeli residents may only be granted options under section 3(i) of the Ordinance, which does not provide for similar tax benefits. Section 102 includes two alternatives for tax treatment involving the issuance of options or shares to a trustee for the benefit of the grantees and also includes an additional alternative for the issuance of options or shares directly to the grantee. Section 102(b)(2) of the Ordinance, the most favorable tax treatment for the grantee, permits the issuance to a trustee under the "capital gain track".

Grants. All awards granted pursuant to the 2023 Plan will be evidenced by an award agreement, in a form approved, from time to time, by the Administrator in its sole discretion. The award agreement will set forth the terms and conditions of the award, including the type of award, number of shares subject to such award, vesting schedule and conditions (including performance goals or measures) and the exercise price, if applicable. Certain awards under the 2023 Plan may constitute or provide for a deferral of compensation, subject to Section 409A of the Code, which may impose additional requirements on the terms and conditions of such awards.

Unless otherwise determined by the Administrator and stated in the award agreement, and subject to the conditions of the 2023 Plan, awards vest and become exercisable under the following schedule: 25% of the shares covered by the award on the first anniversary of the vesting commencement date determined by the Administrator (and in the absence of such determination, the date on which such award was granted) and 6.25% of the shares covered by the award at the end of each subsequent three-month period thereafter over the course of the following three years; provided that the grantee remains continuously as an employee or provides services to us throughout such vesting dates. Each award will expire seven years from the date of the grant thereof, unless such shorter term of expiration is otherwise designated by the Administrator.

Awards. The 2023 Plan provides for the grant of stock options (including Incentive Stock Options and nonqualified stock options), shares of Common Stock, restricted stock, RSUs and other stock-based awards. To the extent required by applicable law, the exercise price of an option may not be less than the par value of the shares (if the shares bear a par value) for which such option is exercisable.

Options granted under the 2023 Plan to our employees who are U.S. residents may qualify as Incentive Stock Options, or may be non-qualified stock options. The exercise price of a non-qualified stock option shall not be less than 100% of the fair market value of a share on the date of grant of such option or such other amount as may be required pursuant to the section 409A of the Code. Notwithstanding the foregoing, a non-qualified stock option may be granted with an exercise price lower than the minimum exercise price set forth above if such Award is granted pursuant to an assumption or substitution for another option in a manner qualifying under the provisions of that complies with section 424(a) of the Code 1.409A-1(b)(5)(v)(D) of the U.S. Treasury Regulations or any successor guidance. The exercise price of an Incentive Stock Option may not be less than 100% of the fair market value of the underlying share on the date of grant or such other amount as may be required pursuant to the Code. Notwithstanding the foregoing, an Incentive Stock Option may be granted with an exercise price lower than the minimum exercise price set forth above if such award is granted pursuant to an assumption or substitution for another option in a manner that complies with the provisions of Section 424(a) of the Code. In the case of Incentive Stock Options granted to a ten percent stockholder, (i) the exercise price shall not be less than 110% of the fair market value of the underlying share on the date of grant, and (ii) the exercise period shall not exceed five (5) years from the effective date of grant of such grant.

Exercise. An award under the 2023 Plan may be exercised by providing us with a written or electronic notice of exercise and full payment of the exercise price for such shares underlying the award, if applicable, in such form and method as may be determined by the Administrator and permitted by applicable law. An award may not be exercised for a fraction of a share. With regard to tax withholding, exercise price and purchase price obligations arising in connection with awards under the 2023 Plan, the Administrator may, in its discretion, accept cash, provide for net withholding of shares in a net exercise mechanism or direct a securities broker to sell shares and deliver all or a part of the proceeds to us or the trustee.

Transferability. Other than by will, the laws of descent and distribution or as otherwise provided under the 2023 Plan or by the Administrator, neither the options nor any right in connection with such options are assignable or transferable.

Termination of Employment. In the event of termination of a grantee's employment or service with us or any of our affiliates, all vested and exercisable awards held by such grantee as of the date of termination may be exercised within three months after such date of termination, unless otherwise determined by the Administrator, but in no event later than the date of expiration of the award as set forth in the award agreement. After such three-month period, all such unexercised awards will terminate and the shares covered by such awards shall again be available for issuance under the 2023 Plan.

In the event of termination of a grantee's employment or service with us or any of our affiliates due to such grantee's death or permanent disability, or in the event of the grantee's death within the three month period (or such longer period as determined by the Administrator) following his or her termination of service, all vested and exercisable awards held by such grantee as of the date of termination may be exercised by the grantee or the grantee's legal guardian, estate or by a person who acquired the right to exercise the award by bequest or inheritance, as applicable, within one year after such date of termination, unless otherwise provided by the Administrator, but in no event later than the date of expiration of the award as set forth in the award agreement. Any awards which are unvested as of the date of such termination or which are vested but not then exercised within the one-year period following such date, will terminate and the shares covered by such awards shall again be available for issuance under the 2023 Plan. In the event that the employment or service of a grantee shall terminate on account of such grantee's retirement, all awards of such grantee that are exercisable at the time of such retirement may, unless earlier terminated in accordance with their terms, be exercised at any time within the three-month period after the date of such retirement (or such different period as the Administrator shall prescribe). Notwithstanding any of the foregoing, if a grantee's employment or services with us or any of our affiliates is terminated for "cause" (as defined in the 2023 Plan), all outstanding awards held by such grantee (whether vested or unvested) will terminate on the date of such termination and the shares covered by such awards shall again be available for issuance under the 2023 Plan.

Voting Rights. Except with respect to restricted stock awards, grantees will not have the same rights as a shareholder with respect to any of our shares covered by an award until the award has vested and/or the grantee has exercised such award, paid any exercise price for such award and becomes the record holder of the shares. With respect to restricted stock awards, grantees will possess all incidents of ownership of the restricted shares, including the right to vote and receive dividends on such shares.

Dividends. Grantees holding restricted share awards will be entitled to receive dividends and other distributions with respect to the shares underlying the restricted share award. Any stock split, stock dividend, combination of shares or similar transaction will be subject to the restrictions of the original restricted stock award. Grantees holding RSUs will not be eligible to receive dividend but may be eligible to receive dividend equivalents.

Transactions. In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination or reclassification of our stock, the Administrator in its sole discretion may, without the need for a consent of any holder of an award, make an appropriate adjustment in order to adjust (i) the number and class of shares reserved and available for grants of awards, (ii) the number and class of stock covered by outstanding awards, (iii) the exercise price per share covered by any award, (iv) the terms and conditions concerning vesting and exercisability and the term and duration of the outstanding awards, (v) the type or class of security, asset or right underlying the award (which need not be only that of ours, and may be that of the surviving corporation or any affiliate thereof or such other entity party to any of the above transactions), and (vi) any other terms of the award that in the opinion of the Administrator should be adjusted; provided that any fractional shares resulting from such adjustment shall be rounded to the nearest whole share unless otherwise determined by the Administrator and the company shall have no obligation to make any cash or other payment with respect to such fractional shares. In the event of a distribution of a cash dividend to all shareholders, the Administrator may determine, without the consent of any holder of an award, that the exercise price of an outstanding and unexercised award shall be reduced by an amount equal to the per share gross dividend amount distributed by us, subject to applicable law.

In the event of a merger or consolidation of our business or a sale of all, or substantially all, of our stock or assets or other transaction having a similar effect on us, or change in the composition of the Board of Directors, or liquidation or dissolution, or such other transaction or circumstances that our Board of Directors determines to be a relevant transaction, then without the consent of the grantee and without any prior notice requirement, (i) unless otherwise determined by the Administrator, any outstanding award will be assumed or substituted by us, or such successor corporation, or by any parent or affiliate thereof, or (ii) regardless of whether or not awards are assumed or substituted (a) provide the grantee with the option to exercise the award as to all or part of the shares, and may provide for an acceleration of vesting of unvested awards, (b) cancel the award and pay in cash, our shares, the acquirer or other corporation which is a party to such transaction or other property as determined by the Administrator as fair in the circumstances, or (c) provide that the terms of any award shall be otherwise amended, modified or terminated, as determined by the Administrator to be fair in the circumstances.

Intercompany Agreements

In connection with the adoption of our 2023 Plan, on March 7, 2023 we entered into certain intercompany agreements with two of our subsidiaries, Viewbix Israel and Gix Media (the "Intercompany Agreements").

The Intercompany Agreements provide for the offer of awards under our 2023 Plan to service providers of Viewbix Israel and Gix Media, as our affiliates under the 2023 Plan ("Affiliates"). Under the Intercompany Agreements, our Affiliates will each bear the costs of awards granted to its service providers under the 2023 Plan and will reimburse the Company upon the issuance of shares of our Common Stock pursuant to an award, but in any event not prior to the vesting of an award, for the costs of the shares issued to its service providers participating in the 2023 Plan. The reimbursement amount shall be equal to the lower of (a) the book expense for such award as recorded on the financial statements of the respective Affiliate, determined and calculated according to either IFRS, U.S. GAAP, or any other financial reporting standard that may be applicable in the future, or (b) the fair value of the shares of our Common Stock at the time of exercise of an option or at the time of vesting of an RSU, as applicable.

Recent Sales of Unregistered Securities

Upon the Closing of the Reorganization Transaction and pursuant to the terms of the agreement thereof, the Company issued 13,540,167 shares of Common Stock to shareholders of Gix Media in consideration for 100% of the outstanding share capital of Gix Media. The shares of Common Stock were issued under Regulation S. See "*Item 1. Description of Business – Reorganization Transaction with Gix Media Ltd."*, for further information.

ITEM 6. SELECTED FINANCIAL DATA

Not required for smaller reporting companies.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITIONS AND PLAN OF OPERATION

Overview

The following plan of operation provides information which management believes is relevant to an assessment and understanding of our results of operations and financial condition. The discussion should be read along with our consolidated financial statements and notes thereto. This section includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like believe, expect, estimate, anticipate, intend, project and similar expressions, or words which refer to future events. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our predictions.

Organizational Background

The Registrant was incorporated in the State of Delaware on August 16, 1985, under a predecessor name, InFerGene Company. On August 25, 1995, a wholly owned subsidiary of InFerGene Company merged with Zaxis International, Inc., which following such merger, the surviving entity, InFerGene Company, changed its name to Zaxis International, Inc.

Emerald Medical Applications Ltd.

On March 16, 2015, Zaxis and Emerald Israel executed a share exchange agreement, which closed on July 14, 2015, and Emerald Israel became the Company's wholly-owned subsidiary. Accordingly, on September 14, 2015, the Company changed its name to Emerald Medical Applications Corp. On May 2, 2018, the District Court of Lod, Israel issued a winding-up order for Emerald Israel and appointed an Israeli attorney as special executor for Emerald Israel.

Virtual Crypto Technologies Ltd.

On January 17, 2018, the Company formed a new wholly-owned subsidiary, VCT. On February 22, 2018, the Company's name was changed from Emerald Medical Applications Corp. to Virtual Crypto Technologies, Inc. to reflect its new operations and business focus. On January 27, 2020, VCT Israel was sold to a third party for NIS 50,000 ($14,459).

Recapitalization Transaction

On February 7, 2019, the Company entered into the Recapitalization Transaction with Gix Internet, pursuant to which, Gix Internet assigned, transferred and delivered 99.83% of its holdings in Viewbix Israel, to the Company in exchange for Common Stock of the Company, which resulted in Viewbix Israel becoming a subsidiary of the Company. In connection with the Recapitalization Transaction, effective as of July 26, 2019, the Company's name was changed from Virtual Crypto Technologies, Inc. to Viewbix Inc.

Reorganization Transaction

On September 19, 2022, the Company consummated the Reorganization Transaction with Gix Media pursuant to which Gix Media Shares were exchanged for shares of the Company's Common Stock, which resulted in Gix Media becoming a wholly owned subsidiary of the Company. Prior to the closing of the Reorganization Transaction, Gix Media was a majority-owned subsidiary of Gix Internet, which held approximately 58% of the Common Stock of the Company, on a fully diluted basis. Following the Reorganization Transaction, holders of the Gix Media Shares held 90% of the Company's Common Stock on a fully diluted basis, with Gix holding 76.67% of the Common Stock on a fully diluted basis.

Cortex Acquisition

On October 13, 2021, Gix Media acquired 70% (on a fully diluted basis) of the share capital of Cortex. In consideration for the Cortex Acquisition, Gix Media paid NIS 35 million in cash (approximately $11 million), out of which an amount of $0.5 million was deposited in trust for a period of 12 months from the closing date. The Cortex Acquisition also includes the obligation (and right) of Gix Media to acquire 30% of Cortex's Remaining Balance Shares, such that following the completion of the acquisition of all the Remaining Balance Shares, Gix Media will hold 100% of Cortex's share capital on a fully diluted basis. In January 2023, the Company acquired an additional 10% of Cortex's share capital.

In connection with the Cortex Acquisition, at the closing date, Gix Media entered into the Financing Agreement with Leumi for the provision of a line of credit in the total amount of up to $3.5 million and a long-term loan totaling $6 million, which Gix Media used to finance the Cortex Acquisition.

Results of Operations during the year ended December 31, 2022, as compared to the year ended December 31, 2021

Revenues for the year ended December 31, 2022, were $96,603 thousand as compared to $45,224 thousand for the year end December 31, 2021. The reason for the increase during the fiscal year ended December 31, 2022, is due to the Cortex Acquisition on October 13, 2021, therefore, the financial statements of the Company for the year ended December 31, 2022, include Cortex's financial results for the full fiscal year, compared to the financial statements of the Company for the year ended December 31, 2021, which include Cortex's financial results for approximately only two and a half months, since the date of the Cortex Acquisition.

Traffic acquisition and related costs for the year ended December 31, 2022, were $83,011 thousand as compared to $37,442 thousand for the year ended December 31, 2021. The reason for the increase in the year ended December 31, 2022, is due to the inclusion of Cortex's financial results for different periods of time in the financial statements of the Company for the years ended December 31, 2022, and 2021, as explained above.

Research and development costs for the year ended December 31, 2022, was $3,255 thousand as compared to $2,369 thousand for the year ended December 31, 2021. The reason for the increase in the year ended December 31, 2022, is due to the inclusion of Cortex's financial statements.

Sales and marketing expenses for the year ended December 31, 2022, was $2,479 thousand as compared to $1,345 thousand for the year ended December 31, 2021. The reason for the increase in the year ended December 31, 2022, is due to the inclusion of Cortex's financial statements.

General and administration expenses for the year ended December 31, 2022, was $2,157 thousand as compared to $1,384 thousand for the year ended December 31, 2021. The reason for the increase in the year ended December 31, 2022, is due to the inclusion of Cortex's financial statements.

Our depreciation and amortization expenses for the year ended December 31, 2022, were $2,809 thousand, as compared to $1,941 thousand during the same period in the prior year. The reason for the increase, is due to the Company's recording depreciation and amortization expenses in connection with the Cortex Acquisition on October 13, 2021 and the Reorganization Transaction on September 19, 2022, reflecting the historical cost and depreciation expenses of all intangible assets as reflected in the consolidated financial statements of Medigus Ltd. (see Note 1b of our audited and consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K).

Our business acquisition and related costs were $166 thousand for the year ended December 31, 2022, compared to $222 thousand during the year ended December 31, 2021. In the year ended December 31, 2022, the Company's recorded business acquisition and related costs were in connection with the Reorganization Transaction in the year ended December 31, 2021, the Company's business acquisition and related costs were in connection with the Cortex Acquisition.

Our net financial expense was $1,456 thousand for the year ended December 31, 2022, compared to net financial income of $140 thousand for the year ended December 31, 2021. The reason for the increase in financial expenses in the year ended December 31, 2022, is primarily due to financial expenses in connection with the Financing Agreement as part of the Cortex Acquisition on October 13, 2021, the increase of the USD to NIS exchange rate and the increased interest on the Company's bank loans which due to the significant increases in the market's interest rates during the year ended December 31, 2022.

Our tax expenses were $153 thousand for the year ended December 31, 2022, as compared to $90 thousand tax expenses for the year ended December 31, 2021. The reason for the increase in the year ended December 31, 2022, is due to the inclusion of Cortex's financial statements.

Liquidity and Capital Resources

As of December 31, 2022, we had current assets of $29,841 thousand consisting of $4,196 thousand in cash and cash equivalents, $185 thousand in restricted deposits, $20,945 thousand in accounts receivables, $973 thousand in other current receivables and $3,542 thousand in the loan to our parent company, in accordance with the Second Loan Agreement, as defined below.

As of December 31, 2022, we had non-current assets of $33,854 thousand consisting of $52 thousand in severance pay funds, $340 thousand in deferred taxes, $486 thousand in operating lease right-of-use assets, $302 thousand in property and equipment net, $15,313 thousand in intangible assets, net and $17,361 thousand in goodwill.

As of December 31, 2022, we had $28,522 thousand in current liabilities consisting of $19,782 thousand in accounts payable, $2,084 thousand in other payables, $6,569 thousand in short term loans and current maturities of a long-term loan and $87 thousand in operating lease liabilities.

As of December 31, 2022, we had $5,274 thousand in non-current liabilities consisting of $152 thousand in accrued severance pay, $2,881 thousand long-term loan, $388 thousand in operating lease liabilities - long term and $1,853 thousand in deferred taxes.

As of December 31, 2021, we had current assets of $29,245 thousand consisting of $5,208 thousand in cash and cash equivalents, $234 thousand in restricted deposits, $16,415 thousand in accounts receivables, $1,004 thousand in other receivables and $6,384 thousand in loan to Gix Internet, according to the Second Loan agreement.

As of December 31, 2021, we had non-current assets of $22,016 thousand consisting of $83 thousand in severance pay funds, $133 thousand in deferred taxes, $569 thousand in operating lease right-of-use assets, $334 thousand in property and equipment net, $8,414 thousand in intangible assets, net and $12,483 thousand in goodwill.

As of December 31, 2021, we had $26,796 thousand in current liabilities consisting of $16,676 thousand in accounts payable, $1,317 thousand in other payables, $6,569 thousand in short term loan and current maturities of long-term loan, $91 thousand in operating lease liabilities and a $2,116 thousand in loan from Gix Internet, according to the First Loan agreement, as defined below.

As of December 31, 2021, we had $5,975 thousand in non-current liabilities consisting of $188 thousand in accrued severance pay, $4,270 thousand long-term loan, $491 thousand in operating lease liabilities - long term and $1,026 thousand in deferred taxes.

We had a positive working capital of $1,319 thousand and $2,476 thousand as of December 31, 2022 and December 31, 2021, respectively.

During the fiscal year ended December 31, 2022, we had positive cash flow from operations of $3,237 thousand which was mainly the result of a $1,117 thousand in net income, $3,233 thousand from positive adjustments to operating activities, offset by $1,113 negative changes in assets and liabilities items.

During the fiscal year ended December 31, 2021, we had positive cash flow from operations of $4,366 thousand which was mainly the result of a $591 thousand in net income, $1,406 thousand from positive adjustments to operating activities, and $2,369 positive changes in assets and liabilities items.

During the fiscal year ended December 31, 2022, we had $74 thousand negative cash flow from investing activities as compared to $10,765 thousand negative cash flow from investing activities during the year ended December 31, 2021, which was primarily in connection with the Cortex Acquisition.

During the fiscal year ended December 31, 2022, we had $4,224 thousand negative cash flow from financing activities which was mainly the result of repayment of long-term bank loan in amount of $1,389 thousand, payment of dividend to non-controlling interests in amount of $1,689 thousand and increase in loan to parent company in amount of $1,073 thousand.

During the fiscal year ended December 31, 2021, we had $8,277 thousand positive cash flow from financing activities which was mainly the result of $9,500 thousand receipt of long-term and short-term bank loans in connection with Cortex Acquisition, offset by repayment of short-term and long-term bank loans in amount of 830$ thousand, payment of dividend to non-controlling interests in amount of $194 thousand and increase in loan to parent company in amount of $199 thousand.

There are no limitations in the Company's Certificate of Incorporation on the Company's ability to borrow funds or raise funds through the issuance of shares of its common stock to affect a business combination.

On December 18, 2020, we entered into a Loan Agreement (the "Loan Agreement") with certain investors pursuant to which the investors lent us an aggregate of $69,000 (the "Principal Amount"). In accordance with the terms of the Loan Agreement, we repaid the interest on the Principal Amount (8% compounded annually) to the investors by issuing 19,715 shares of Common Stock, at a price per share of $0.01. The shares of Common Stock were issued to the investors pursuant to Regulation S of the Securities Act of 1933, as amended. In January 2023 we agreed to repay the outstanding Principal Amount to the investors in three equal monthly payments. As of the date of this Annual Report, we delivered two (2) payments of $23,000 each.

Gix Media has provided several liens under the Financing Agreement with Leumi in connection with the Cortex Transaction, as follows: (1) a floating lien on Gix Media's assets; (2) a lien on Gix Media's bank account in Leumi; (3) a lien on Gix Media's rights under the Cortex Transaction; (4) a fixed lien on Gix Media's intellectual property; and (5) a lien on all of Gix Media's holdings in Cortex.

The Company has also provided several liens under the Financing Agreement with Leumi in connection with the Cortex Transaction, as follows: (1) a guarantee to Leumi of all of Gix Media's obligations and undertakings to Leumi unlimited in amount; (2) a subordination letter signed by the company to Leumi; (3) A first ranking all asset charge over all of the assets of the Company; and (4) a Deposit Account Control Agreement over the Company's bank accounts.

According to the Financing Agreement, Gix Media undertook to meet financial covenants over the life of the loans as follows: (1) the ratio of debt to EBITDA, based on the Gix Media's consolidated financial statements in all 4 consecutive quarters, will not exceed 2.4 in the first two years and will not exceed 1.75 in the following two years. As of December 31, 2022, Gix Media is in compliance with the financial covenants in connection with the Financing Agreement.

Availability of Additional Capital

Our potential financing transactions may include the issuance of equity and/or debt securities including convertible debt, obtaining credit facilities, or other financing mechanisms. In the event that we seek to raise funds through additional private placements of equity or convertible debt, the trading price of our common stock could be adversely affected. Further, any adverse conditions in the financial markets could make it more difficult to obtain future financing through the issuance of equity or debt securities when and if needed. Even if we are able to raise a sufficient amount of funds that may be required, it is possible that we could incur unexpected costs and expenses or experience unexpected cash requirements that would force us to seek additional and/or alternative financing. Further, if we issue additional equity or debt securities, stockholders may experience additional dilution or the new equity securities may have rights, preferences or privileges senior to those of existing holders of our common stock. If additional financing is not available or is not available on acceptable terms, we may have to curtail our plan of operations.

Critical Accounting Policies and Estimates

Our significant accounting policies are summarized in Note 2 to our consolidated financial statements. We identify here a number of policies that entail significant judgments or estimates by management.

Business Combination - Reorganization Transaction

See Note 1B to out consolidated financial statements.

The Company allocates the purchase price of tangible and intangible assets acquired, and liabilities assumed by the Ultimate Parent as of March 1, 2022, based on estimated fair values, with any residual of the purchase price recorded as goodwill. Third party appraisal firms and other consultants are engaged to assist management in determining the fair values of certain assets acquired and liabilities assumed. Different valuations approaches are used to value different types of intangible assets. The Company primarily uses the income approach in the valuation of intangible assets. The income approach to valuation is based on the present value of future cash flows attributable to each identifiable intangible asset. This approach to valuation requires management to make significant estimates and assumptions including but not limited to: discount rates, future cash flows, technology, and customer relationships. These estimates are based on historical experience and information obtained from the management of the acquired companies and are inherently uncertain.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Not required for smaller reporting companies.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

VIEWBIX INC.

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2022

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Deloitte.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Viewbix Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Viewbix Inc. and its subsidiaries (the "Company") as of December 31, 2022, and 2021 and the related consolidated statements of operations, shareholder's equity and cash flows for each of the two years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and 2021, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.

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Business Combination - Reorganization Transaction – Refer to Note 1B and 7B to the Consolidated Financial Statements

Critical Audit Matter Description

On September 19, 2022, the Company completed a reorganization transaction between the Company, Gix Internet Ltd., the Company's direct parent (the "Direct parent") and Gix Media Ltd., a subsidiary of the Company's direct parent (the "Reorganization"). The Reorganization was accounted for as a transaction between entities under common control. Accordingly, the assets and liabilities of Gix Media Ltd., including goodwill and other intangible assets, are presented in the financial statements at their cost basis as included in the books of the Direct parent, for the period until February 28, 2022, and at their cost basis as included in the books of Medigus Ltd., the ultimate parent (the "Ultimate parent"), for the period from March 1, 2022, the date Medigus Ltd. obtained control in the Direct parent and became the ultimate parent of the Company.

The difference between the cost basis of the assets and liabilities of Gix Media Ltd. in the books of the Ultimate parent as of March 1, 2022, and the cost basis of the assets and liabilities of Gix Media Ltd. in the books of the Direct parent as of February 28, 2022, was recorded as an 'adjustment to ultimate parent's carrying values' in the Company's statement of shareholders' equity, in the amount of $13,328,000. This adjustment, substantially in its entirely, is the result of goodwill and other intangible assets of Gix Media Ltd. identified in the purchase price allocation performed by the Ultimate parent as of March 1, 2022. The purchase price has been allocated between tangible and intangible assets acquired and liabilities assumed by the ultimate parent based on estimated fair values, with the residual of the purchase price recorded as goodwill. The intangible assets identified in the acquisition were technology and customer relations.

The fair value of these intangible assets was estimated using the income approach, which is based on the present value of the future cash flows attributable to each identifiable intangible asset. The income approach to valuation requires management to make significant estimates and assumptions related to future cash flows and discount rates.

We identified the fair value of the intangible assets acquired as a critical audit matter because of the significant judgments, estimates and assumptions made by management to estimate their fair value. This required a high degree of auditor judgment and an increased extent of effort, in relation to our audit as whole, including the need to involve our fair value specialists when performing audit procedures to evaluate the reasonableness of future cash flows and discount rates.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Reorganization included the following, among others:

- We evaluated the reasonableness of management's forecasts of future cash flows, including underlying revenue growth rates and customer attrition rates, by comparing these forecasts to historical results, as well as by testing the other underlying source information for accuracy and completeness.

- With the assistance of our fair value specialists, we evaluated the valuation methodologies and the reasonableness of the discount rates and royalty rates, including testing the mathematical accuracy of the calculations, and developing a range of independent estimates and comparing those to the discount and royalty rates selected by management.

/s/ Brightman Almagor Zohar & Co.
Certified Public Accountants
A Firm in the Deloitte Global Network

Tel Aviv, Israel
March 24, 2023

We have served as the Company's auditor since 2012.

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VIEWBIX INC.
CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands (except share data)

	Note	As of December 31 2022	As of December 31 2021
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents		4,196	5,208
Restricted deposits		185	234
Accounts receivable		20,945	16,415
Loan to parent company	**15**	3,542	6,384
Other current assets	**3**	973	1,004
Total current assets		29,841	29,245
NON-CURRENT ASSETS			
Severance pay funds		52	83
Deferred taxes	**11**	340	133
Property and equipment, net	**4**	302	334
Operating lease right-of-use asset	**5**	486	569
Intangible assets, net	**6**	15,313	8,414
Goodwill	**6**	17,361	12,483
Total non-current assets		33,854	22,016
Total assets		63,695	51,261

The accompanying notes are an integral part of these consolidated financial statements.

VIEWBIX INC.
CONSOLIDATED BALANCE SHEETS (Cont.)

U.S. dollars in thousands (except share data)

	Note	As of December 31 2022	As of December 31 2021
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES			
Accounts payable	**8**	19,782	16,676
Short-term loans	**10**	5,069	5,069
Current maturities of long-term loan	**10**	1,500	1,500
Other payables	**9**	2,084	1,317
Loan from parent company	**15**	-	2,116
Operating lease liabilities - short term	**5**	87	91
Total current liabilities		28,522	26,769
NON-CURRENT LIABILITIES			
Accrued severance pay		152	188
Long-term loan, net of current maturities	**10**	2,881	4,270
Operating lease liabilities - long term	**5**	388	491
Deferred taxes	**11**	1,853	1,026
Total non-current liabilities		5,274	5,975
Commitments and Contingencies	**12**		
SHAREHOLDERS' EQUITY	**13**		
Common stock of $0.0001 par value - Authorized: 490,000,000 shares; Issued and outstanding: 14,783,964 shares as of December 31, 2022, and December 31, 2021 (*)		3	3
Additional paid-in capital		25,350	16,074
Accumulated deficit		(3,338)	(2,366)
Equity attributed to shareholders of Viewbix Inc.		22,015	13,711
Non-controlling interests		7,884	4,806
Total equity		29,899	18,517
Total liabilities and shareholders' equity		63,695	51,261

(*) Share and per share data in these financial statements have been retrospectively adjusted, for all periods presented, to reflect a number of shares that is equivalent to the number of shares of the Company post the Reorganization Transaction (see note 1.B).

The accompanying notes are an integral part of these consolidated financial statements.

VIEWBIX INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

U.S. dollars in thousands (except share data)

	Note	Year ended December 31, 2022	2021
Revenues		96,603	45,224
Costs and Expenses:			
Traffic-acquisition and related costs	**14A**	83,011	37,422
Research and development	**14B**	3,255	2,369
Selling and marketing	**14C**	2,479	1,345
General and administrative	**14D**	2,157	1,384
Depreciation and amortization	**4,6**	2,809	1,941
Business acquisition and related costs		166	222
Operating income		2,726	541
Financial expense (income), net	**14E**	1,456	(140)
Income before income taxes		1,270	681
Income tax expense	**11**	153	90
Net income		1,117	591
Less: net income attributable to non-controlling interests		1,089	291
Net income attributable to shareholders of Viewbix Inc.		28	300
Net income per share – Basic attributed to shareholders:		0.00	0.02
Net income per share – Diluted attributed to shareholders:		0.00	0.02
Weighted average number of shares (*) – Basic:		14,783,964	14,783,964
Weighted average number of shares (*) – Diluted:		15,044,630	15,044,630

(*) Share and per share data in these financial statements have been retrospectively adjusted, for all periods presented, to reflect a number of shares that is equivalent to the number of shares of the Company post the Reorganization Transaction (see note 1.B).

The accompanying notes are an integral part of these financial statements.

VIEWBIX INC.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

U.S. dollars in thousands (except share data)

	Common stock (*)		Additional paid-in capital	Accumulated Deficit	Total Attributed to the company's Shareholders	Non-Controlling Interests	Total Equity
	Number	Amount					
Balance as of January 1, 2022	14,783,964	3	16,074	(2,366)	13,711	4,806	18,517
Net income	-	-	-	28	28	1,089	1,117
Share-based compensation	-	-	49	-	49	22	71
Adjustment to Ultimate Parent's carrying values (see note 7.B)	-	-	9,227	-	9,227	4,101	13,328
Dividend declared to shareholders	-	-	-	(1,000)	(1,000)	-	(1,000)
Dividend declared to non-controlling interests	-	-	-	-	-	(2,134)	(2,134)
Balance as of December 31, 2022	14,783,964	3	25,350	(3,338)	22,015	7,884	29,899

	Common stock (*)		Additional paid-in capital	Accumulated Deficit	Total Attributed to the company's Shareholders	Non-Controlling Interests	Total Equity
	Number	Amount					
Balance as of January 1, 2021	14,783,964	3	15,933	(2,666)	13,270	-	13,270
Net income	-	-	-	300	300	291	591
Business acquisition (see note 7.A)	-	-	-	-	-	4,709	4,709
Share-based compensation	-	-	(43)	-	(43)	-	(43)
Financing provided by the Parent Company (see note 15.B)	-	-	184	-	184	-	184
Dividend distributed to non-controlling interests	-	-	-	-	-	(194)	(194)
Balance as of December 31, 2021	14,783,964	3	16,074	(2,366)	13,711	4,806	18,517

(*) Share and per share data in these financial statements have been retrospectively adjusted, for all periods presented, to reflect a number of shares that is equivalent to the number of shares of the Company post the Reorganization Transaction (see note 1.B).

The accompanying notes are an integral part of these consolidated financial statements.

VIEWBIX INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands (except share data)

	Year ended December 31,	
	2022	**2021**
Cash flows from Operating Activities		
Net income	1,117	591
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortizations	2,809	1,941
Share-based compensation	71	(43)
Deferred taxes	(532)	(133)
Accrued interest, net	(76)	(135)
Exchange rate differences on loans	786	(243)
Fair value revaluation of a short-term loan	175	19
Changes in assets and liabilities items:		
Decrease (increase) in accounts receivable	(4,530)	498
Decrease (increase) in other receivables	(52)	338
Decrease in operating lease right-of-use assets	83	68
Decrease in severance pay, net	(5)	(249)
Increase in accounts payable	3,106	2,172
Increase (decrease) in other payables	177	(649)
Decrease in operating lease liabilities	(107)	(55)
Increase in loan from parent company	215	246
Net cash provided by operating activities	3,237	4,366

The accompanying notes are an integral part of these consolidated financial statements.

VIEWBIX INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (Cont.)

U.S. dollars in thousands (except share data)

	Year ended December 31,	
	2022	**2021**
Cash flows from Investing Activities		
Purchase of property and equipment	(58)	(311)
Cash paid in connection with an acquisition, net of cash acquired (see note 7)	-	(10,185)
Capitalization of software development costs	(16)	(269)
Net cash used in investing activities	(74)	(10,765)
Cash flows from Financing Activities		
Receipt of short-term bank loan	-	3,500
Repayment of short-term bank loan	-	(600)
Receipt of long-term bank loan	-	6,000
Repayment of long-term bank loan	(1,389)	(230)
Payment of dividend to non-controlling interests	(1,689)	(194)
Payment of dividend to shareholders (see note 13.E)	(73)	-
Increase in loan to parent company	(1,073)	(199)
Net cash provided by (used in) financing activities	(4,224)	8,277
Increase (decrease) in cash and cash equivalents and restricted cash	(1,061)	1,878
Cash and cash equivalents and restricted cash at beginning of period	5,442	3,564
Cash and cash equivalents and restricted cash at end of period	4,381	5,442
Supplemental Disclosure of Cash Flow Activities:		
Cash paid during the period		
Taxes paid	(928)	(381)
Interest paid	(556)	(84)
	(1,484)	(465)
Substantial non-cash activities:		
Offset of loans between related parties (see note 15)	2,558	-
Dividend distribution to parent company which was offset from a loan to parent company (see note 15)	714	-
Dividend declared to non-controlling interests (see note 13.E)	445	-
Dividend declared to shareholders (see note 13.E)	130	-
Modification of parent company payable into a loan (see note 15)	-	2,116
Right of use assets obtained in exchange for operating lease liabilities	-	637

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1: GENERAL

A. Organizational Background

Viewbix Inc. (formerly known as Virtual Crypto Technologies, Inc.) (the "Company") was incorporated in the State of Delaware on August 16, 1985, under a predecessor name, The InFerGene Company ("InFerGene Company"). On August 25, 1995, a wholly owned subsidiary of InFerGene Company merged with Zaxis International, Inc., an Ohio corporation, which following such merger, the surviving entity, InFerGene Company, changed its name to Zaxis International, Inc ("Zaxis"). In 2015 the Company changed its name to Emerald Medical Applications Corp., subsequent to which the Company, through its subsidiarity, was engaged in the development of technology for use in detection of skin cancer. On January 29, 2018, the Company ceased its business operations in this field.

On January 17, 2018, the Company formed a new wholly owned subsidiary under the laws of the State of Israel, Virtual Crypto Technologies Ltd. ("VCT Israel"), to develop and market software and hardware products facilitating and supporting the purchase and/or sale of cryptocurrencies. Effective as of March 7, 2018, the Company's name was changed from Emerald Medical Applications Corp. to Virtual Crypto Technologies, Inc. VCT Israel ceased its business operation in 2019 and prior to consummation of the Recapitalization Transaction. On January 27, 2020, VCT Israel was sold to a third party for NIS 50 thousand (approximately $13).

On February 7, 2019, the Company entered into a share exchange agreement (the "Share Exchange Agreement" or the "Recapitalization Transaction") with Gix Internet Ltd., a company organized under the laws of the State of Israel ("Gix" or "Parent Company''), pursuant to which, Gix assigned, transferred and delivered its 99.83% holdings in Viewbix Ltd., a company organized under the laws of the State of Israel ("Viewbix Israel"), to the Company in exchange for shares of the Company, which resulted in Viewbix Israel becoming a subsidiary of the Company. In connection with the Share Exchange Agreement, effective as of August 7, 2019, the Company's name was changed from Virtual Crypto Technologies, Inc. to Viewbix Inc.

B. Reorganization Transaction

On December 5, 2021, the Company entered into a certain Agreement and Plan of Merger with Gix Media Ltd. ("Gix Media"), an Israeli company and the majority-owned (77.92%) subsidiary of Gix, the Parent Company and Vmedia Merger Sub Ltd., an Israeli company and wholly-owned subsidiary of the Company ("Merger Sub"), pursuant to which, Merger Sub merged with and into Gix Media, with Gix Media being the surviving entity and a wholly-owned subsidiary of the Company (the "Reorganization Transaction").

On September 19, 2022, (the "Closing Date") the Reorganization Transaction was consummated and as a result, all outstanding ordinary shares of Gix Media, having no par value (the "Gix Media Shares") were delivered to the Company in exchange for the Company's shares of common stock, par value $0.0001 per share ("Common Stock"). As a result of the Reorganization Transaction, the former holders of Gix Media Shares, who previously held approximately 68% of the Company's Common Stock, hold approximately 97% of the Company's Common Stock, and Gix Media became a wholly owned subsidiary of the Company.

NOTE 1: GENERAL (Cont.)

B. Reorganization Transaction (Cont.)

As the Company and Gix Media Ltd. were consolidated both by the Parent Company and Medigus Ltd. (the "Ultimate Parent"), before and after the Closing Date, the Reorganization Transaction was accounted for as a transaction between entities under common control. Accordingly, the combined financial information of the Company and Gix Media Ltd. is presented in these financial statements, for all periods presented, reflecting the historical cost of the Company and Gix Media Ltd., as it is reflected in the consolidated financial statements of the Parent Company, for all periods preceding March 1, 2022, the date the Ultimate Parent obtained controlling interest in the Parent Company and as it is reflected in the consolidated financial statements of the Ultimate Parent for all periods subsequent to March 1, 2022 (see also note 7.B).

Share and per share data in these financial statements have been retrospectively adjusted, for all periods presented, to reflect a number of shares that is equivalent to the number of shares of the Company post the Reorganization Transaction.

C. Business Overview

The Company and its subsidiaries (the "Group"), Gix Media and Cortex Media Group Ltd. ("Cortex"), operate in the field of digital advertising. The Group has two main activities that are reported as separate operating segments: the search segment and the digital content segment.

The search segment develops a variety of technological software solutions, which perform automation, optimization, and monetization of internet campaigns, for the purposes of obtaining and routing internet user traffic to its customers. The search segment activity is conducted by Gix Media.

The digital content segment is engaged in the creation and editing of content, in different languages, for different target audiences, for the purposes of generating revenues from leading advertising platforms, including Google, Facebook, Yahoo and Apple, by utilizing such content to obtain and route internet user traffic for its customers. The digital content segment activity is conducted by Cortex. As of December 31, 2022, Gix Media holds 70% of Cortex's share capital, The remaining shares are held by Cortex's founders (see note 7.A).

D. Reverse Stock Split

In connection with the Closing of the Reorganization Transaction, the Company filed an Amended and Restated Certificate of Incorporation (the "Amended COI") with the Secretary of State of Delaware, effective as of August 31, 2022, pursuant to which, concurrently with the effectiveness of the Amended COI, the Company, among other things, effected a reverse stock split of its Common Stock at a ratio of 1-for-28. Share and per share data in these financial statements have been retrospectively adjusted to reflect the reverse stock split for all periods presented.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Presentation and Principles of Consolidation:

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries and were prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany accounts and transactions have been eliminated in consolidation.

B. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts reported of assets and liabilities and disclosure at the date of the consolidated financial statements and the reported amounts of income and expense during the reporting period. The Company evaluates on an ongoing basis its assumptions, including those related to contingencies, income taxes, deferred taxes, share-based compensation and leases. Actual results could differ from those estimates.

C. Functional Currency and Foreign Currency Transactions

Most of the revenues of the Company are received in U.S. dollars. In addition, a substantial portion of the costs of the Company are incurred in U.S. dollars. Therefore, the Company's management believes that the U.S. dollar is the currency of the primary economic environment in which the Company and each of its subsidiaries operates. Thus, the functional and reporting currency of the Company is the U.S. dollar.

Accordingly, monetary balances denominated in currencies other than the U.S. dollar are re-measured into U.S. dollars in accordance with Statement of the Accounting Standard Codification ("ASC") No. 830 "Foreign Currency Matters" ("ASC No. 830").

Transactions and balances originally denominated in U.S. dollars are presented at their original amounts. Balances in non-U.S. dollar currencies are translated into U.S. dollars using historical and current exchange rates for non-monetary and monetary balances, respectively. For non-U.S. dollar transactions and other items in the statements of operations (indicated below), the following exchange rates are used: (i) for transactions exchange rates at transaction dates and (ii) for other items (derived from non-monetary balance sheet items such as depreciation and amortization) historical exchange rates. Currency transaction gains and losses are presented in the financial income net, as appropriate.

D. Cash and cash equivalents

The Company considers all short-term investments, which are highly liquid investments with original maturities of three months or less at the date of purchase, to be cash equivalents.

E. Restricted Deposits

Restricted cash held in interest bearing saving accounts which are used as a security for the Group's credit card and lease obligations.

F. Accounts receivable and allowance for credit losses

Accounts receivables are recorded at the invoiced amount, net of an allowance for credit losses. The Group evaluates its outstanding accounts receivables and establishes an allowance for credit losses based on information available on their credit condition, current aging, historical experience, future economic and market conditions. These allowances are reevaluated and adjusted periodically as additional information is available. Changes in the allowance for expected credit losses are recorded under general and administrative expenses in the consolidated statements of operations.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

G. Fixed assets

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line basis over the estimated useful lives, at the following annual rates:

	%
Computers and peripherals equipment	33
Office furniture and equipment	6-15
Leasehold improvements	(*)

(*) Over the shorter of the lease term (including options if any that are reasonably certain to be exercised estimated useful life).

H. Leases

In accordance with ASC No. 842 “Leases”, the Company determines if an arrangement is a lease at inception. If an arrangement is a lease, the Company determines whether it is an operating lease or a finance lease at the lease commencement date. Operating leases are included in operating lease right-of-use asset, operating lease liabilities – current, and non-current operating lease liabilities in the Company’s consolidated balance sheets.

Operating lease assets represent the Company’s right to control the use of an underlying asset for the lease term and lease liabilities represent the Company’s obligation to make lease payments arising from the estimated lease.

Operating lease assets and liabilities are recognized on the commencement date based on the present value of lease payments over the lease term.

The Company uses its incremental borrowing rate based on the information available at the commencement date to determine the present value of the lease payments. The incremental borrowing rate is estimated based on factors such as the lease term, credit standing and the economic environment of the location of the lease. Variable lease payments, including payments based on an index or a rate, are expensed as incurred and are not included within the operating lease asset and operating lease liabilities. The Company does not separate non-lease components from lease components for its leases of real estate.

The Company’s lease terms are the noncancelable periods, including any rent-free periods provided by the lessor, and include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. At lease inception, and in subsequent periods as necessary, the Company estimates the lease term based on its assessment of extension and termination options that are reasonably certain to be exercised. Lease costs are recognized on a straight-line basis over the lease term.

The Company does not recognize operating lease asset and operating lease liabilities for leases with terms shorter than 12 months. Lease costs for short-term leases are recognized on a straight-line basis over the lease term.

The Company has material non-functional currency leases. Lease liabilities in respect of leases denominated in a foreign currency are remeasured using the exchange rate at each reporting date. Lease assets are measured at historical rates, which are not affected by subsequent changes in the exchange rates.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

I. Revenue Recognition

As described in note 1.C, the Company generates revenues from obtaining internet user traffic and routing such traffic to its customers. The Company is entitled to receive consideration for its service upon each individual internet user traffic routed to and monetized by its customers.

The Company's revenues are measured according to the ASC 606, "Revenue from Contracts with Customers" ("ASC 606"). Under ASC 606, revenues are measured according to the amount of consideration that the Company expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties, such as VAT taxes. Revenues are presented net of VAT. The Company's payments terms are less than one year. Therefore, no finance component is recognized.

The Company recognizes revenues upon routing of internet users' traffic that is monetized by its customers. As the Company operates as the primary obligor in its arrangements and has sole discretion in determining to which of its customers internet user traffic is to be routed, revenues are presented on a gross basis.

J. Traffic-acquisition and related costs

Traffic acquisition and related costs consist primarily of fees paid to suppliers in connection with the Company's internet traffic sources, as well as internal costs incurred in connection with the acquisition of such traffic. Traffic acquisition costs are expensed as incurred.

K. Research and development expenses

Research and development costs are charged to the consolidated statements of income as incurred, except for certain costs relating to internally developed software, which are capitalized.

The Company capitalizes certain internal-use software development costs, consisting of direct subcontractors' costs associated with creating the internally developed software. Software development projects generally include three stages: (i) the preliminary project stage (all costs expensed as incurred); (ii) the application development stage (costs are capitalized) and (iii) the post implementation/operation stage (all costs expensed as incurred).

The costs capitalized in the application development stage primarily include the costs of designing the application, coding and testing of the system. Capitalized costs are amortized using the straight-line method over the estimated useful life of the software, once it is ready for its intended use.

The Company believes that the straight-line recognition method best approximates the manner in which the expected benefit will be derived. Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

L. Income taxes

The Company accounts for income taxes in accordance with ASC 740, "Income Taxes", and ("ASC 740"). ASC 740 prescribes the use of the asset and liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and for carry forward tax losses. Deferred taxes are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company records a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more-likely-than-not that some portion or all of the deferred tax asset will not be realized.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

L. Income taxes (Cont.)

Uncertain tax positions are accounted for in accordance with the provisions of ASC 740-10, under which a company may recognize the tax benefit from an uncertain tax position claimed or expected to be claimed on a tax return only if it is more likely than not that the tax position will be sustained on examination by the taxation authorities, based on the technical merits of the position, at the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. Interest and penalties, if any, related to unrecognized tax benefits, are recognized in tax expense.

M. Contingencies

The Company records accruals for loss contingencies arising from claims, litigation and other sources when it is probable that a liability has been incurred and the amount can be reasonably estimated. These accruals are adjusted periodically as assessments change or additional information becomes available. Legal costs incurred in connection with loss contingencies are expensed as incurred.

N. Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, restricted deposits, accounts receivable, loan to Parent Company, other current assets, current maturities of long-term loan, accounts payable, other payables, short-term loans approximate their fair value due to the short-term maturities of such instruments. The carrying amount of the Parent Company loan approximates its fair value due to its initial recognition at fair value upon modification (see note 15).

The carrying amount of the variable interest rate long-term loan is approximates to its fair value as it bears interest at approximate market rate.

O. Business Combinations

The Company accounts for its business combinations in accordance with ASC 805, "Business Combinations" ("ASC 805"). ASC 805 specifies the accounting for business combinations and the criteria for recognizing and reporting intangible assets apart from goodwill. ASC 805 requires recognition of assets acquired, liabilities assumed and any non-controlling interest at the acquisition date, measured at their fair values as of that date.

Acquisition-related intangible assets result from the Company's acquisitions of businesses accounted for under the purchase method and consist of the fair value of identifiable intangible assets including customer relations, technology, as well as goodwill. Goodwill is the amount by which the acquisition cost exceeds the fair values of identifiable acquired net assets on the date of purchase. Acquisition-related definite lived intangible assets are reported at cost, net of accumulated amortization.

P. Goodwill

The Company's goodwill reflects the excess of the consideration paid or transferred including the fair value of contingent consideration over the fair values of the identifiable net assets acquired.

Goodwill is not amortized but instead is tested for impairment, in accordance with ASC 350, "Intangibles – Goodwill and Other" ("ASC 350"), at the reporting unit level, at least annually at December 31 each year, or more frequently if events or changes in circumstances indicate that the carrying value may be impaired.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

P. Goodwill (Cont.)

The goodwill impairment test is performed by evaluating an initial qualitative assessment of the likelihood of impairment. If this step indicates that the qualitative assessment does not result in a more likely than not indication of impairment, no further impairment testing is required. If it does result in a more likely than not indication of impairment, the impairment test is performed.

In the impairment test, the Company compares the fair value of the reporting unit to the carrying value of the reporting unit. If the fair value of the reporting unit exceeds the carrying value of the net assets allocated to that unit, goodwill is not impaired, and no further testing is required. If the fair value is less than the carrying value of the reporting unit, then the second step of the impairment test is performed to measure the amount of the impairment.

Q. Intangible assets, other than goodwill

Intangible assets are identifiable non-monetary assets that have no physical substance. Intangible assets with indefinite useful lives are not amortized and are tested for impairment once a year, or whenever there is a sign indicating that impairment may have occurred, in accordance with ASC 350. An estimate of the useful life of intangible assets with an indefinite useful life is examined at the end of each reporting year. A change in the estimated useful life of an intangible asset that changes from indefinite-lived to finite-lived is treated prospectively.

Intangible assets with a finite useful life are amortized in a straight line over their estimated useful life subject to impairment testing. A change in the estimated useful life of an intangible asset with a finite useful life is treated prospectively.

The useful life used to amortize intangible assets with a finite useful life is as follows:

	%
Customer relations	14.3
Technology	16.7-22
Internal-use software	33

R. Impairment of long-lived assets

The Company's long-lived assets to be held or used, including property and equipment, right of use assets and intangible assets subject to amortization are reviewed for impairment in accordance with ASC 360, "Property, Plants and Equipment" ("ASC 360"), whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the asset. If such asset is considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the asset exceeds the fair value of the asset.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

S. Severance Pay

The Company's liability for severance pay for some of its Israeli employees is calculated pursuant to Israeli Severance Pay Law, 1963 (the "Israeli Severance Pay Law") based on the most recent salary of the employee multiplied by the number of years of employment, as of the balance sheet date. These employees are entitled to one month's salary for each year of employment or a portion thereof. The Company records the liability as if it were payable at each balance sheet date on an undiscounted basis. The liability is classified based on the expected date of settlement and therefore is usually classified as a long-term liability unless the cessation of the employees is expected during the upcoming year.

The Company's liability for these Israeli employees is partially covered by monthly deposits for insurance policies and the remainder by an accrual. The deposited funds for these policies are recorded as an asset in the Company's balance sheet and include profits and losses accumulated up to the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligation pursuant to the Israeli Severance Pay Law or labor agreements. The value of the deposited funds is based on the cash redemption value of these policies.

With respect to other Israeli employees, the Company acts pursuant to the general approval of the Israeli Ministry of Labor and Welfare, pursuant to the terms of Section 14 of the Israeli Severance Pay Law ("Section 14"), according to which the current deposits with the pension fund and/or with the insurance company exempt the Company from any additional obligation to these employees for whom the said depository payments are made. As a result, the Company does not recognize any liability for severance pay due to these employees and the deposits under Section 14 are not recorded as an asset in the Company's balance sheet.

Severance expenses for the years ended December 31, 2022 and 2021 amounted to $131 and $157, respectively.

T. Share-based compensation

The Company accounts for share-based compensation in accordance with ASC 718, "Stock Compensation" ("ASC 718"), which requires companies to estimate the fair value of share-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods, which is generally the vesting period, in the Company's consolidated statement of operations.

The Company selected the Black-Scholes option pricing model as the most appropriate fair value method for its share options awards. The option-pricing model requires several assumptions, of which the most significant are the expected share price volatility and the expected option term. The Company accounts for forfeitures as they occur.

U. Warrants

The Company accounts for warrants in accordance with applicable accounting guidance provided in ASC Topic 815 "Derivatives and Hedging – Contracts in Entity's Own Equity" (ASC Topic 815), as equity instruments.

V. Net income per share

In accordance with ASC 260, "Earnings Per Share" ("ASC 260"), basic net earnings per share is computed by dividing net earnings attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. Diluted net earnings per share reflects the potential dilution that could occur if share options, warrants or other commitments to issue ordinary shares were exercised or equity awards vested, resulting in the issuance of ordinary shares that could share in the net earnings of the Company.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

W. Segment reporting

The Company reports financial and descriptive information about its reportable segments. Reportable segments are operating segments or aggregations of operating segments that meet specified criteria as defined in ASC 280, "Segments Reporting".

Operating segments are distinguishable components of an entity for each of which a separate financial information is available and is reported in a manner consistent with the internal reporting provided to the entity's Chief Operating Decision Maker ("CODM") in making decisions about how to allocate resources and in assessing performance. The review of the CODM is carried out according to the results of the segment's activity. His review does not include certain expenses that are not related specifically to the activity of each of the segments. Those expenses are presented as reconciliation between segments operating results to total operating results in financial statements.

X. Recent accounting pronouncements

ASU 2019-12, Income Taxes

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes. The amendments in this ASU simplify the accounting for income taxes, eliminates certain exceptions to the general principles in Topic 740 and clarifies certain aspects of the current guidance to improve consistent application among reporting entities. ASU 2019-12 is effective for annual periods beginning after January 1, 2022 and interim periods within annual periods beginning after January 1, 2023, and early adoption was permitted. The adoption of this accounting standard had no material impact on the Company's consolidated financial statements.

ASU 2019-10, Financial Instruments—Credit Losses (Topic 326)

In September 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-13, "Financial Instruments – Credit Losses (Topic 326)" ("ASU 2016-13"), which requires the immediate recognition of management's estimates of current and expected credit losses. In November 2018, the FASB issued ASU 2018-19, which makes certain improvements to Topic 326. In April and May 2019, the FASB issued ASUs 2019-04 and 2019-05, respectively, which adds codification improvements and transition relief for Topic 326. In November 2019, the FASB issued ASU 2019-10, which delays the effective date of Topic 326 for Smaller Reporting Companies to interim and annual periods beginning after December 15, 2022, with early adoption permitted. In November 2019, the FASB issued ASU 2019-11, which makes improvements to certain areas of Topic 326. In February 2020, the FASB issued ASU 2020-02, which adds an SEC paragraph, pursuant to the issuance of SEC Staff Accounting Bulletin No. 119, to Topic 326.

The amendments in this update are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years, and early adoption is permitted.

Upon adoption of this accounting standard, as of January 1, 2022, The Company has determined that the estimates of current and expected credit losses are immaterial.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Cont.)

X. Recent accounting pronouncements (cont.)

ASU 2021-08, Business Combinations

In October 2021 the FASB issued ASU 2021-08, "Business Combinations (Topic 805) – Accounting for Contract Assets and Contract Liabilities from Contracts with Customers". The amendments in this update require that an entity (acquirer), recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606. At the acquisition date, an acquirer should account for the related revenue contracts in accordance with Topic 606 as if it had originated the contracts. To achieve this, an acquirer may assess how the acquiree applied Topic 606 to determine what to record for the acquired revenue contracts.

The amendments in this update are effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years, and early adoption is permitted.

The Company does not expect the adoption of this accounting standard will have a material impact on its consolidated financial statements.

ASU 2021-04, Warrants

In May 2021, the Financial Accountings Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2021-04, "Earnings Per Share (Topic 260), Debt—Modifications and Extinguishments (Subtopic 470-50), Compensation—Stock Compensation (Topic 718), and Derivatives and Hedging— Contracts in Entity's Own Equity (Subtopic 815- 40): Issuer's Accounting for Certain Modifications or Exchanges of Freestanding Equity-Classified Written Call Options" ("ASU 2021-04"). The guidance is effective for the Company on January 1, 2022. The adoption of this accounting standard has no material impact on the Company's consolidated financial statements.

U.S. dollars in thousands (except share data)

NOTE 3: OTHER CURRENT ASSETS

Composition:

	As of December 31 2022	As of December 31 2021
Prepaid expenses	$ 318	$ 350
Government authorities	$ 596	$ 624
Other receivables	$ 59	$ 30
	973	1,004

NOTE 4: PROPERTY AND EQUIPMENT, NET

Composition:

	As of December 31 2022	As of December 31 2021
Cost:		
Computers and peripheral equipment	$ 491	$ 436
Office furniture and equipment	$ 137	$ 134
Leasehold improvements	$ 273	$ 273
Total cost	$ 901	$ 843
Less: accumulated depreciation	(599)	(509)
Property and equipment, net	302	334

Depreciation expenses totaled $90 and $94 for the years ended December 31, 2022, and 2021, respectively.

NOTE 5: LEASES

On February 25, 2021, Gix Media entered into a lease agreement for a new corporate office of 479 square meters in Ramat Gan, Israel, at a monthly rent fee of $10. The lease period is for 36 months (the “initial lease period”) with an option by the Company to extend the lease period for two additional terms of 24 months each. In accordance with the lease agreement, the Company made leasehold improvements in exchange for a rent fee discount of $67 which will be spread over the initial lease period.

The Company includes renewal options that it is reasonably certain to exercise in the measurement of the lease liabilities.

U.S. dollars in thousands (except share data)

NOTE 5: LEASES (Cont.)

Weighted-average remaining lease term and discount rate were as follows:

	As of December 31 2022
Operating leases weighted average remaining lease term (in years)	5.17
Operating leases weighted average discount rate	3.10%

Maturities of operating lease liabilities as of December 31, 2022, are as follows:

	As of December 31 2022
2023	$ 89
2024	$ 89
2025	$ 89
2026	$ 114
Thereafter	$ 138
Total lease payments	519
Less: imputed interest	(44)
Present value of lease liabilities	475

Operating lease expenses amounted to $102 and $85 for the years ended December 31, 2022, and 2021, respectively.

U.S. dollars in thousands (except share data)

NOTE 6: GOODWILL AND INTANGIBLE ASSETS, NET

A. Composition:

	Internal-use Software (*)	Customer Relations	Technology	Goodwill	Total
Cost:					
Balance as of January 1, 2022	449	7,753	7,757	12,483	28,442
Adjustments to Ultimate Parent company carrying values (see note 7.B)	-	(1,519)	3,251	4,878	6,610
Additions	16	-	-	-	16
Balance as of December 31, 2022	465	6,234	11,008	17,361	35,068
Accumulated amortization:					
Balance as of January 1, 2022	-	4,261	3,284	-	7,545
Adjustments to Ultimate Parent company carrying values (see note 7.B)	-	(4,457)	(3,413)	-	(7,870)
Amortization recognized during the year	122	937	1,660	-	2,719
Balance as of December 31, 2022	122	741	1,531	-	2,394
Amortized cost:					
As of December 31, 2022	343	5,493	9,477	17,361	32,674

	Internal-use Software (*)	Customer Relations	Technology	Goodwill	Total
Cost:					
Balance as of January 1, 2021	180	6,080	3,117	2,902	12,279
Acquisition of Cortex (see note 7.A)	-	1,673	4,640	9,581	15,894
Additions	269	-	-	-	269
Balance as of December 31, 2021	449	7,753	7,757	12,483	28,442
Accumulated amortization:					
Balance as of January 1, 2021	-	3,274	2,424	-	5,698
Amortization recognized during the year	-	987	860	-	1,847
Balance as of December 31, 2021	-	4,261	3,284	-	7,545
Amortized cost:					
As of December 31, 2021	449	3,492	4,473	12,483	20,897

(*) During 2020, Gix Media engaged with a subcontractor for the development of an internal-use software (the "Software"). Gix Media capitalized its developments costs until March 1, 2022 and from this date the Software became available for use. Accordingly, Gix Media recognized amortization expenses over the estimated useful life of the Software determined to be three years. For the period from March 1, 2022, until December 31, 2022, Gix Media recorded amortization expenses of $122.

U.S. dollars in thousands (except share data)

NOTE 6: GOODWILL AND INTANGIBLE ASSETS, NET (Cont.)

B. Estimated annual amortization expense for each of the next five years is as follows:

2023	2,880
2024	2,880
2025	2,758
2026	2,725
2027	2,725

NOTE 7: BUSINESS COMBINATION

A. Cortex Acquisition

On October 13, 2021, Gix Media acquired 70% (on a fully diluted basis) of the shares of Cortex (the "Cortex Transaction"), a private company operating in the field of online media and advertising. In consideration for the Cortex Transaction, Gix Media paid NIS 35 million in cash (approximately $11 million), out of which an amount of $0.5 million was deposited in trust for a period of 12 months from the closing date (the "Purchase Price").

In January 2023, Gix Media acquired an additional 10% of the share capital of Cortex (see also note 18.A).

The Cortex Transaction also included the following main terms:

- Gix Media will acquire 30% of Cortex's shares in three equal stages, at the beginning of 2023, at the beginning of 2024 and at the beginning of 2025 (the "Remaining Balance Shares"), so that following the completion of the acquisition of all of the Remaining Balance Shares, Gix Media will hold 100% of Cortex's share capital on a fully diluted basis. Accordingly, in January 2023, Gix Media acquired one-third of the Remaining Balance Shares, equal to an additional 10% of the share capital of Cortex. The acquisition price of the Remaining Balance Shares is to be equal to their fair value of these shares at the time of each future acquisition. The fair value is to be determined using the earning multiplier approach, in an identical manner as used to determine the purchase price of the shares representing the 70% in Cortex acquired on October 13, 2021 and based on earnings of Cortex as reflected in its most recent financial statements at the time of each such future acquisition.

- The obligation (and right) to acquire the Remaining Balance Shares will expire in the event of an initial public offering of Cortex's shares or in the event of a 50% or more decrease in Cortex's annual net income, for a period of 12 consecutive months, compared to the net income during the period of 12 months ended July 31, 2021. As of the date of filling of these financial statements, this right and obligation has not expired.

- If Gix Media does not fulfill its obligation to acquire the Remaining Balance Shares, within 90 days from the designated acquisition date as stated above, the selling shareholders of Cortex (the original shareholders of Cortex) will be released from their obligation not to sell or transfer their holdings in Cortex to a third party, in relation to the same stage of the balance of the shares not acquired as aforesaid. If Gix Media does not fulfill its obligation to acquire the Remaining Balance Shares in a certain stage, its right to acquire the Remaining Balance Shares in the subsequent stage, will be conditioned upon the acquisition of the Remaining Balance Shares not purchased by it in the previous stage as well, provided that the Remaining Balance Shares were not transferred or pledged by the selling shareholders of Cortex to a third party.

The Cortex Transaction was financed by Gix Media's existing cash balances and substantially by debt through a bank financing in the aggregate amount of $9.5 million, that consists of a line of credit of up to $3.5 million and a long-term loan of $6 million (see note 10).

U.S. dollars in thousands (except share data)

NOTE 7: BUSINESS COMBINATION (Cont.)

A. Cortex Acquisition (Cont.)

Fair Value of Cortex's Identifiable Assets and Liabilities:

Cash and cash equivalents	775
Restricted deposits	29
Trade receivables	10,662
Other accounts receivables	346
Property and equipment	10
Goodwill arising from the acquisition	9,581
Technology	4,640
Customer relations	1,673
Total assets	27,716
Accounts payables	8,906
Short-term loan	1,500
Accrued expenses and other current liabilities	854
Deferred taxes and taxes payable	758
Total liabilities	12,018
Non-Controlling Interests	4,709
Total acquisition cost	10,989

The Purchase Price has been allocated between tangible and intangible assets acquired and liabilities assumed based on estimated fair values, with the residual of the Purchase Price recorded as goodwill. The intangible assets identified in the Cortex Transaction were technology and customer relations.

The estimation of the fair value of these intangible assets was determined using the income approach, which is based on the present value of the future cash flows attributable to each identifiable intangible asset. The fair value of the obligation and right to acquire the Remaining Balance Shares was estimated at a de minimis value, as the contractual terms for determining the Purchase Price for each such future acquisition provided that the Purchase Price will be determined at an amount equal to the shares' fair value at each future acquisition date. The fair value of the non-controlling interests is derived from the valuation of 100% of the shares of Cortex less the consideration paid upon acquiring 70% of Cortex's shares.

Trade receivables, other accounts receivables, accounts payables, short-term loan and accrued expenses and other current liabilities were estimated to have fair values that approximate their carrying values due to the short-term maturities of these instruments.

The estimated useful lives for the acquired technology and customer relations associated with the Cortex Transaction are 6 and 7 years, respectively. The goodwill will not be deductible for income tax purposes.

During 2021, Gix Media recorded acquisition costs in the amount of $197 with respect to Cortex Transaction, in the Company's consolidated statements of operations as business acquisition and related costs.

Net Cash Flow from the Cortex Transaction:

Consideration paid in cash	10,989
Less cash and cash equivalents and restricted deposits received from acquisition of Cortex	(804)
Total net cash paid	10,185

U.S. dollars in thousands (except share data)

NOTE 7: BUSINESS COMBINATION (Cont.)

B. Reorganization Transaction

On September 19, 2022, the Reorganization Transaction (see note 1.B) was consummated and as a result the former holders of Gix Media Shares, who previously held a controlling interest in the Company, retained a controlling interest in the Company and additionally, Gix Media became a wholly owned subsidiary of the Company.

As the Company and Gix Media were both consolidated by the Parent Company and the Ultimate Parent, before and after the Closing Date, the Reorganization Transaction was accounted for as a transaction between entities under common control. Accordingly, the assets and liabilities of Gix Media are presented in these financial statements at their cost basis as included in the books of the Parent Company, for the period until February 28, 2022, and at their cost basis as included in the books of the Ultimate Parent, from March 1, 2022, the date the Ultimate Parent obtained control in the Parent Company and became an ultimate parent of the Company.

Accordingly, the historical cost of Gix Media's assets and liabilities as of March 1, 2022, was determined in the allocation of the purchase price between tangible and intangible assets acquired and liabilities assumed by the Ultimate Parent as of March 1, 2022.

The difference between the cost basis of the assets and liabilities of Gix Media in the books of the Ultimate Parent and the cost basis of the assets and liabilities of Gix Media in the books of the Parent Company, as of March 1, 2022, was recorded as an adjustment to Ultimate Parent's carrying values in the Company's consolidated statements of changes in shareholders' equity.

The purchase price allocated to intangible assets of Gix Media as of March 1, 2022, is as follows:

Goodwill	17,361
Technology	11,008
Customer relations	6,234
Deferred taxes liabilities	(2,069)
Total	32,534
Non-controlling interests	8,540

The purchase price has been allocated between tangible and intangible assets acquired and liabilities assumed based on estimated fair values, with the residual of the purchase price recorded as goodwill. The intangible assets identified in the acquisition were technology and customer relations.

The estimation of the fair value of these intangible assets was determined using the income approach, which is based on the present value of the future cash flows attributable to each identifiable intangible asset. The fair value of the non-controlling interests was derived from the valuation of 100% Cortex's shares, in which Gix Media has an interest of 70%.

The estimated useful lives for the acquired technology and customer relations associated with the Cortex Transaction are 6 and 7 years, respectively. Goodwill is not deductible for income tax purposes.

Trade receivables, other accounts receivables, accounts payables, short-term loan and accrued expenses and other current liabilities were estimated to have fair values that approximate their carrying values due to the short-term maturities of these instruments. Long term loans were estimated to have fair values that approximate their carrying values given that their contractual interest approximates prevailing market interest rates. Accordingly, no adjustment to Ultimate Parent's carrying values has been recorded in their regard as of March 1, 2022.

U.S. dollars in thousands (except share data)

NOTE 8: ACCOUNTS PAYABLE

	As of December 31 2022	As of December 31 2021
Trade payables	$ 14,271	$ 10,491
Accrued expenses	$ 5,511	$ 6,185
	19,782	16,676

NOTE 9: OTHER PAYABLES

	As of December 31 2022	As of December 31 2021
Government authorities	$ 714	$ 615
Employees and payroll accruals	$ 699	$ 655
Dividend payable (see note 13.E)	$ 575	$ -
Other payables	$ 96	$ 47
	2,084	1,317

NOTE 10: LOANS

A. Bank Financing for Cortex Transaction:

On the closing date of the Cortex Transaction, Gix Media entered into a financing agreement with Bank Leumi Le Israel Ltd ("Leumi"), an Israeli bank, for the provision of a line of credit in the total amount of up to $3.5 million and a long-term loan totaling $6 million, which Gix Media used to finance the Cortex Transaction (see note 7.A) (the "Financing Agreement").

The Financing Agreement included the following main terms:

1) A loan of $6 million to be provided to Gix Media which will be repaid in 48 monthly payments at an annual interest rate of LIBOR + 4.12%.

2) A renewable monthly line of credit, of up to $3.5 million to be provided to Gix Media, which will be available for utilization for a period of two years and will be determined on a monthly basis, at 80% of Gix Media's accounts receivable balance ("Line of Credit"). The amounts that will be withdrawn from the Line of Credit will bear annual interest of LIBOR + 3.2%.

3) Gix Media undertook to meet financial covenants over the life of the loans as follows: (1) the ratio of debt to EBITDA, based on the Gix Media's consolidated financial statements in all 4 consecutive quarters, will not exceed 2.4 in the first two years and will not exceed 1.75 in the following two years. As of December 31, 2021, Gix Media is in compliance with the financial covenants in connection with the Financing Agreement.

4) As part of the Financing Agreement, Gix Media and the Company provided several liens in favor of Leumi (see Note 12).

U.S. dollars in thousands (except share data)

NOTE 10: LOANS (Cont.)

On July 25, 2022, Gix Media and Leumi entered into an addendum to the Financing Agreement, according to which, Leumi will provide Gix Media with a loan of $1,500, to be withdrawn at the discretion of Gix Media no later than January 31, 2023 (the "Additional Loan"). The Additional Loan will bear an annual interest of SOFR + 5.25% to be repaid in 42 equal monthly payments starting from the date of the Additional Loan's receipt. The Additional Loan was used to purchase an additional 10% of Cortex's shares in accordance with Cortex Transaction.

As of December 31, 2022, the Additional Loan was not provided (see note 18.A).

B. Cortex's Loan Agreement:

On April 7, 2022, Cortex and Leumi entered into an addendum to an existing loan agreement between the parties, dated August 15, 2021. As part of the addendum to the loan agreement, Leumi provided Cortex with a monthly renewable credit line (the "Additional Credit Line") in the amount of up to $1,000, which is an addition to the existing credit line of $1,500. The aggregate amount of the credit lines is $2,500 (the "Total Credit Line"). The Total Credit Line was available for utilization by Cortex until September 24, 2022. The Total Credit Line was determined every month at the level of 70% of Cortex's customers' balance. The amounts that were drawn from the Additional Credit Line bear an annual interest of SOFR + 3.52% (Overnight Financing Rate Secured, guaranteed daily interest as determined in accordance with the Federal Bank in New York). The Additional Credit Line was required for the purpose of increasing the traffic-acquisition and related costs and as a part of the continuation growth trend in Cortex's business activity.

As of December 31, 2022, the Additional Credit Line was not renewed.

C. Composition of long-term loans, short-term loans, and credit lines of the Group:

The following is the composition of the balance of the Group's loans according to their nominal value:

	Interest rate (*)	As of December 31, 2022	As of December 31, 2021
Short-term loan – the Company	8%	69	69
Short-term bank loan – Gix Media	LIBOR + 3.20%	3,500	3,500
Short-term bank loan – Cortex	LIBOR + 3.52%	1,500	1,500
Long-term bank loan, including current maturity – Gix Media	LIBOR + 4.12%	4,381	5,770
		9,450	10,839

(*) The LIBOR interest rate will continue to be published until June 2023 and then will be replaced by the Secured Overnight Financing Rate ("SOFR").

Maturities of the Group's bank loans as of December 31, 2022, are as follows:

2023	6,569(*)
2024	1,500
2025	1,381
Total	9,450

(*) Includes a sum of $5,000 which is a renewable monthly credit line.

U.S. dollars in thousands (except share data)

NOTE 10: LOANS (Cont.)

D. Short term loan and issues of shares of Common Stock:

On December 18, 2020, the Company entered into a loan agreement and Stock Subscription Agreement with certain Investors, pursuant to which the Investors lent an aggregate amount of $69 (the "Loan"). In accordance with the terms of the loan agreement, the Company prepaid the interest of the Loan of 8% compounded annually to the Investors by issuing 19,715 shares of Common Stock, at a price per share of $0.01. Under the Stock Subscription Agreement, the Investors paid $30 as consideration for the 107,143 shares of Common Stock issuance by the Company.

The Company allocated the total proceeds of $99 ($30 in respect of the 107,143 shares of Common Stock issued and the $69 proceeds on the Loan) based on their relative fair values. As a result of the allocation, a discount of $19 was recorded on the Loan. The discount is amortized over the term of the Loan as finance expense.

The allocation of the proceeds to the fair value distribution of the liability and equity components on the transactions date was as follows:

Instrument	Fair Value	% of Fair Value	Allocated Amount
Loan	55	50.55	50
Shares	54	49.45	49
Total	**109**	**100**	**99**

The composition of short-term loan balance as of the transaction is as follows:

Loan	69
Discount on short term loan	(19)
Short term loan, net	50

As of December 31, 2021, the discount on the Loan was fully amortized.

In January 2023, the Company repaid part of the Loan (see note 18.B).

NOTE 11: INCOME TAX EXPENSE

A. Tax rates applicable to the income of the Company:

Viewbix Inc. is taxed according to U.S. tax laws.

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Act"), which among other provisions, reduced the U.S. corporate tax rate from 35% to 21%, effective January 1, 2018.

Viewbix Israel is taxed according to Israeli tax laws. The Israeli corporate tax rate is 23% in the years 2022 and 2021.

Gix Media and Cortex are recognized as a "Preferred-Technology Enterprise" in accordance with Section 51 of the Encouragement of Capital Investments Law, 1959 and are taxed at a reduced corporate tax rate of 12%.

B. Tax assessments:

As of December 31, 2022, Gix Media has a final tax assessment for all tax year up to the year ended December 31, 2020.

Cortex has a final tax assessment for all tax year up to the year ended December 31, 2018.

Viewbix Israel has a final tax assessment for all tax year up to the year ended December 31, 2018.

U.S. dollars in thousands (except share data)

NOTE 11: INCOME TAX EXPENSE (Cont.)

C. Deferred taxes are comprised of the following components:

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Deferred taxes are comprised of the following components:

	As of December 31 2022	As of December 31 2021
Deferred tax assets		
Deferred research and development expenses	$ 279	$ 38
Employee compensation and benefits	$ 13	$ 19
Operating loss carryforward	$ 7,554	$ 7,264
Operating lease right of use asset	$ 53	$ 68
Accrued severance pay	$ 13	$ 13
Total deferred tax assets	$ 7,912	$ 7,402
Deferred tax liabilities:		
Differences between tax basis and carrying values of loans	$ -	$ 39
Operating lease right of use liability	$ 57	$ 70
Intangible assets associated with business combinations	$ 1,796	$ 956
Total deferred tax liabilities	$ 1,853	1,065
Net deferred tax assets before valuation allowance	$ 6,059	$ 6,337
Valuation allowance	(7,572)	(7,230)
Net deferred tax liabilities	$ 1,513	$ 893

As of December 31, 2022 and 2021, the Company has recorded a valuation allowance of $7,572 and $7,230 respectively, in respect of the deferred tax assets resulting primary from tax loss carryforward of Viewbix Inc. and Viewbix Israel, as management currently believes these deferred tax assets will not be realized in the foreseeable future.

Income tax expenses are comprised as follows:

	Year ended December 31,	
	2022	2021
Current tax expenses	$ 782	$ 302
Tax benefit in respect of prior years	$ (84)	$ (73)
Deferred tax income	$ (545)	$ (139)
Taxes on income	$ 153	$ 90

U.S. dollars in thousands (except share data)

NOTE 11: INCOME TAX EXPENSE (Cont.)

D. Reconciliation of the theoretical tax expenses to the actual tax expenses:

A reconciliation between the theoretical tax expense, assuming all income is taxed at the statutory tax rate applicable to income of the Company, and the actual tax expense as reported in the statements of operations is as follows:

	Year ended December 31,	
	2022	2021
Income before income taxes as reported in the consolidated statements of operations	$ 1,270	$ 681
Statutory tax rate in the US	21%	21%
Theoretical tax expense	$ 267	$ 143
Increase (decrease) in tax expenses resulting from:		
Lower tax rates for preferred technology enterprises	(218)	(262)
Non-deductible expenses	192	10
Tax benefits in respect of prior years	(84)	(73)
Losses for tax purposes for which deferred taxes were not recorded	(399)	-
Change in valuation allowance	342	154
Others	53	118
Taxes on income	$ 153	$ 90

E. Available carryforward tax losses:

As of December 31, 2022, Viewbix Israel incurred operating losses of approximately $13,755 which may be carried forward and offset against taxable income in the future for an indefinite period.

As of December 31, 2022, the Company generated net operating losses in the U.S. of approximately $19,207. Net operating losses in the U.S. are available through 2035. Utilization of U.S. net operating losses may be subject to substantial annual limitation due to the “change in ownership” provisions of the Internal Revenue Code of 1986 and similar state provisions. The annual limitation may result in the expiration of net operating losses before utilization.

F. Income before taxes includes the following components:

	Year ended December 31,	
	2022	2021
USA	$ (595)	$ (164)
Israel	1,865	845
	$ 1,270	$ 681

NOTE 12: COMMITMENTS AND CONTINGENCIES

A. Liens:

On September 19, 2022, as part of the Reorganization Transaction terms, the Company has provided several liens under Gix Media's Financing Agreement with Leumi in connection with the Cortex Transaction, as follows: (1) a guarantee to Bank Leumi of all of Gix Media's obligations and undertakings to Bank Leumi unlimited in amount; (2) a subordination letter signed by the company to Leumi Bank; (3) A first ranking all asset charge over all of the assets of the Company; and (4) a Deposit Account Control Agreement over the Company's bank accounts.

Gix Media has provided several liens under the Financing Agreement with Leumi in connection with the Cortex Transaction, as follows: (1) a floating lien on Gix Media's assets; (2) a lien on Gix Media's bank account in Leumi; (3) a lien on Gix Media's rights under the Cortex Transaction; (4) a fixed lien on Gix Media's intellectual property; and (5) a lien on Gix Media's full holdings in Cortex.

Gix Media restricted deposits in the amount of $154 are used as a security in respect of credit cards, bank guaranties, office lease agreement and hedge transactions on the USD exchange rate.

Cortex has a restricted deposit in the amount of $31 which is used as a security in respect of its leased offices.

B. Officers and Directors Agreements:

Chief Executive Officer:

During December 2022 the Company entered into an employment agreement, through Viewbix Israel with Mr. Amihay Hadad, the Company's Chief Executive Officer.

Chairman of the Board:

On June 13, 2022, the Company's Board of Directors appointed Mr. Yoram Baumann as the Chairman of the Board of Directors of the Company and as a director of the Company. During December 2022 the Company entered into a management consulting agreement, through Viewbix Israel with Mr. Yoram Baumann in connection with his services as the Company's and Gix Media's Chairman of the Board of Directors.

Non-Executive Directors:

During December 2022, the Company entered into management consulting agreements, through Viewbix Israel with the company's four non-executive directors effective as of December 1, 2022.

U.S. dollars in thousands (except share data)

NOTE 13: SHAREHOLDERS' EQUITY

A. Shares of Common Stock:

Shares of Common Stock confer the rights to: (i) participate in the general meetings, to one vote per share for any purpose, to an equal part, on share basis, (ii) in distribution of dividends and (iii) to equally participate, on share basis, in distribution of excess of assets and funds from the Company and will not confer other privileges.

B. Warrants:

The following table summarizes information of outstanding warrants as of December 31, 2022 and 2021:

	Warrants	Warrant Term	Exercise Price	Exercisable
Class J Warrants	130,333	July 2029	13.44	130,333
Class K Warrants	130,333	July 2029	22.40	130,333

C. Reverse Stock Split:

On August 31, 2022, the Company filed the Amended COI with the Secretary of State of Delaware to affect a 28 to 1 reverse stock split of the Company's outstanding shares of Common Stock. All share and per share data in these financial statements have been retrospectively adjusted to reflect the reverse stock split.

U.S. dollars in thousands (except share data)

NOTE 13: SHAREHOLDERS' EQUITY (Cont.)

D. Share option plan:

In 2017, after the completion of Gix Media's acquisition by the Parent Company, the Parent Company granted options to Gix Media's employees. These options entitle the employees to purchase ordinary shares of the Parent Company that are traded in the Tel-Aviv Stock Exchange.

A summary of Gix Media's employee options activity and related information is as follows:

	As of December 31, 2022		As of December 31, 2021	
	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price
		$		$
Options outstanding at beginning of the year	737,915	1.61	1,120,000	1.56
Changes during the period:				
Granted	-	-	-	-
Exercised	-	-	-	-
Expired or forfeited	(577,915)	1.42	(382,085)	1.61
Outstanding at end of period	160,000	1.42	737,915	1.61
Options exercisable at end of period	160,000	1.42	504,585	1.61

The following tables summarize additional information regarding the Gix Media's outstanding and exercisable options as of December 31, 2022:

	Options Outstanding and Exercisable		
	As of December 31, 2022		
Range of exercise price	Number of options As of December 31, 2022	Weighted average exercise price	Weighted average remaining contractual life (years)
$		$	
1.42	160,000	1.42	6.60

The Company recognized stock-based compensation expenses related to Gix Media and Cortex employee's options in the statement of operations as follows:

	For the year ended December 31,	
	2022	2021
Research and development	55	(40)
Selling and marketing	18	(6)
General and administrative	(2)	3
Total	71	(43)

On March 2, 2023, the Company adopted a stock incentive plan under which the Company can grant various stock-based awards, under various tax regimes (see note 18.E).

U.S. dollars in thousands (except share data)

NOTE 13: SHAREHOLDERS' EQUITY (Cont.)

E. Dividends:

For the years ended December 31, 2022 and 2021, Cortex distributed dividends in the amount of $1,698 and $194, respectively, to the non-controlling interests.

On December 25, 2022, Cortex declared a dividend in the total amount of $445 to the non-controlling interests which was partially distributed in February 2023 (see note 18.C).

On September 14, 2022, Gix Media declared a dividend in the amount of $1,000 of which an amount of $83 was paid as tax to the Israeli Tax Authority (see note 18.D). Out of the remaining amount of $917, as of December 31, 2022, Gix Media distributed an amount of $787 of which an amount of $714 that was distributed to the Parent Company, was offset from the First Loan to the Parent Company (see also note 15). The remaining amount of $130 was distributed by Gix Media in January 2023 (see note 18.D).

NOTE 14: ADDITIONAL INFORMATION REGARDING PROFIT AND LOSS ITEMS

Composition:

A. Traffic-acquisition and related costs:

	For the year ended December 31,	
	2022	2021
Social network ads	$ 43,491	$ 8,213
Native ads	20,372	6,633
Search ads	18,319	22,407
Other related costs	829	169
	$ 83,011	$ 37,422

B. Research and development expenses:

	For the year ended December 31,	
	2022	2021
Salaries and related expenses	$ 2,162	$ 1,708
Professional services and subcontractors	737	499
Share-based compensation	55	(40)
Other	301	202
	$ 3,255	$ 2,369

C. Selling and marketing expenses:

	For the year ended December 31,	
	2022	2021
Salaries and related expenses	$ 1,864	$ 880
Advertising and marketing expenses	259	347
Share-based compensation	18	(6)
Other	338	124
	$ 2,479	$ 1,345

U.S. dollars in thousands (except share data)

NOTE 14: ADDITIONAL INFORMATION REGARDING PROFIT AND LOSS ITEMS (Cont.)

D. General and administrative expenses:

	For the year ended December 31,	
	2022	**2021**
Salaries and related expenses	$ 1,099	$ 796
Professional services	904	488
Share-based compensation	(2)	3
Other	156	97
	$ 2,157	$ 1,384

E. Financial income, net:

Financial income:

	For the year ended December 31,	
	2022	**2021**
Exchange rate differences	$ 187	$ 221
Interest income on loan to Parent Company	143	151
Other	-	5
	$ 330	$ 377

Financial expenses:

	For the year ended December 31,	
	2022	**2021**
Bank interest and fees	$ 133	$ 85
Interest expense on bank loans	565	130
Interest expense on loans from Parent Company	52	-
Exchange rate differences	858	8
Other	178	14
	$ 1,786	$ 237

U.S. dollars in thousands (except share data)

NOTE 15: LOANS - PARENT COMPANY

A. Loan to Parent Company:

	As of December 31 2022	As of December 31 2021
Loan to Parent Company	$ 3,542	$ 6,384

The balance with the Parent Company represents a balance of an intercompany loan under a loan agreement signed between Gix Media and the Parent Company on March 22, 2020 (the "First Loan"). The First Loan bears interest at a rate to be determined from time to time in accordance with Section 3(j) of the Income Tax Ordinance, new version, and the Income Tax Regulations (Determination of Interest Rate for the purposes of Section 3(j), 1986) or according to a market interest rate decision as agreed between the parties.

For the years ended December 31, 2022, and 2021, Gix Media recognized interest income in respect of the First Loan in the amount of $143 and $151, respectively.

During 2022, Gix Media distributed dividend to the Parent Company in the amount of $714, which was offset from the First Loan (see note 13.E).

B. Loan from Parent Company:

	As of December 31 2022	As of December 31 2021
Loan from Parent Company	$ -	$ 2,116

The balance with the Parent Company represents certain expenses with respect to the Company's ongoing operation (mainly salary expenses and other general and administrative expenses) which were financed by the Parent Company (the "Intercompany Balance").

The Company entered into an agreement with the Parent Company, pursuant to which, effective as of December 31, 2021 ("Modification Date"), the Intercompany Balance was modified into a loan (the "Second Loan" and together with the First Loan, the "Loan Agreements"), which may be increased from time to time, upon the written mutual consent between the Company and the Parent Company. The Second Loan bears interest at a rate equivalent to the minimal interest rate recognized and attributed by the Israel Tax Authority and will be repaid, together with the accrued interest, in one payment until December 31, 2022, unless extended upon mutual consent of the Company and the Parent Company.

The Company accounted for the modification as an extinguishment of the Intercompany Balance and the issuance of a new debt. The Second Loan was recorded at its fair value of $2,116 as of the Modification Date, with the difference of $184 between the fair value of the loan and the carrying value of the payable to the Parent Company recorded in the Company's consolidated statement of changes in shareholders' equity as a deemed contribution to the Company by the Parent Company, with a corresponding discount on the Second Loan, to be amortized as finance expense in the Company's consolidated statements of operations over the term of the Second Loan.

C. Restructure of Loan Agreements

On November 20, 2022, the Company, Gix Media and the Parent Company agreed to restructure the Loan Agreements, such that the Company fully repaid the Second Loan to the Parent Company, by offsetting its amount from the First Loan owed by the Parent Company to Gix Media. As a result, as of December 31, 2022, the Company has no further obligations under the Second Loan.

U.S. dollars in thousands (except share data)

NOTE 16: MAJOR CUSTOMERS

The following table sets forth the customers that represent 10% or more of the Group's total revenues in each of the periods presented below:

	For the year ended December 31,	
	2022	2021
Customer A	21%	64%
Customer B	19%	-

NOTE 17: SEGMENT REPORTING

The Group operates in two different segments, since the Cortex Transaction in 2021 (see note 7.A), in such a way that each company in the Group operates as a separate business segment.

Search segment- the search segment develops a variety of technological software solutions, which perform automation, optimization and monetization of internet campaigns, for the purposes of obtaining and routing internet user traffic to its customers.

Digital content segment- the digital content segment is engaged in the creation and editing of content, in different languages, for different target audiences, for the purposes of generating revenues from leading advertising platforms, including Google, Facebook, Yahoo and Apple, by utilizing such content to obtain internet user traffic for its customers.

The segments' results include items that directly serve and/or are used by the segment's business activity and are directly allocated to the segment. As such they do not include depreciation and amortization expenses for intangible assets created at the time of the purchase of those companies, financing expenses created for loans taken for the purpose of purchasing those companies, and therefore these items are not allocated to the various segments.

Segments' assets and liabilities are not reviewed by the CODM and therefore were not reflected in the segment reporting.

A. Segments revenues and operating results:

	Search segment	Digital content segment	Adjustments (See below)	Year ended December 31, 2022
Revenues from external customers	22,746	73,857	-	96,603
Inter segment revenues	-	124	(124)	-
Depreciation and amortization	-	-	2,809	2,809
Segment operating income	313	6,144	(3,731)	2,726
Financial (expenses) income, net	5	(21)	(1,440(*)	(1,456)
Segment Income (loss), before income taxes	318	6,123	(5,171)	1,270

(*) Mainly consist of financial expenses from the Financing Agreement of bank loans taken for business combinations (see note 10).

U.S. dollars in thousands (except share data)

NOTE 17: SEGMENT REPOTING (Cont.)

A. Segments revenues and operating results: (Cont.)

	Search segment	Digital content segment	Adjustments (See below)	Year ended December 31, 2021
Revenues from external customers	29,985	15,239	-	45,224
Depreciation and amortization	-	-	1,941	1,941
Segment operating income	1,608	1,431	(2,498)	541
Financial (expenses) income, net	(145)	(53)	338(*)	140
Segment Income (loss), before income taxes	1,463	1,378	(2,160)	681

The "adjustment" column for segment operating income includes unallocated selling, general, and administrative expenses and certain items which management excludes from segment results when evaluating segment performance, as follows:

	Year ended December 31, 2022
Depreciation and amortization expenses not attributable to segments (**)	$ (2,809)
General and administrative not attributable to the segments (***)	$ (922)
	$ (3,731)

	Year ended December 31, 2021
Depreciation and amortization expenses not attributable to segments (**)	$ (1,941)
General and administrative not attributable to the segments (***)	$ (557)
	$ (2,498)

(*) Mainly consist of financial expenses from the Financing Agreement of bank loans taken for business combinations (see note 10).

(**) Mainly consist of technology and customer relations amortization costs from business combinations (see note 7).

(***) Mainly consist of salary and related expenses, professional consulting expenses and other expenses in connection with the business combinations and the Reorganization Transaction.

NOTE 18: SUBSEQUENT EVENTS

A. On January 23, 2023, Gix Media acquired an additional 10% of Cortex, increasing its holdings to 80% of the share capital of Cortex in consideration for $2,625 (the "Subsequent Purchase"). The Subsequent Purchase was financed by Gix Media's existing cash balances and by a long-term bank loan received on January 17, 2023, in the amount of $1,500 which will be repaid in 42 monthly payments at an annual interest rate of SOFR + 5.37%.

B. In January 2023, the Company reached an agreement with the investors that the Loan received On December 18, 2020, (see note 10.D) will be repaid in 3 equal monthly payments. As of the date of approval of these financial statements, the Company repaid 2 out of the 3 payments.

C. In February 2023, Cortex distributed a dividend in the amount of $219 to non-controlling interests.

D. In January 2023, Gix Media distributed a dividend in the amount $130.

E. On March 2, 2023, the Company's Board of Directors (the "Board") approved the adoption of the 2023 Stock Incentive Plan (the "2023 Plan"). The 2023 Plan permits the issuance of up to (i) 2,500,000 shares of Common Stock, plus (ii) an annual increase equal to the lesser of (A) 5% of the Company's outstanding capital stock on the last day of the immediately preceding calendar year; and (B) such smaller amount as determined by the Board, provided that no more than 2,500,000 shares of Common Stock may be issued upon the exercise of Incentive Stock Options. If any outstanding awards expire, are canceled or are forfeited, the underlying shares would be available for future grants under the 2023 Plan. As of the date of approval of the financial statements, the Company had reserved 2,500,000 shares of Common Stock for issuance under the 2023 Plan.

The 2023 Plan provides for the grant of stock options, restricted stock, restricted stock units, stock or other stock-based awards, under various tax regimes, including, without limitation, in compliance with Section 102 and Section 3(i) of the Israeli Income Tax Ordinance (New Version) 5271-1961, and for awards granted to United States employees or service providers, including those who are deemed to be residents of the United States for tax purposes, Section 422 and Section 409A of the United States Internal Revenue Code of 1986.

In connection with the adoption of the 2023 Plan, on March 7, 2023, the Company entered into certain intercompany reimbursement agreements with two of its subsidiaries, Viewbix Israel and Gix Media (the "Recharge Agreements"). The Recharge Agreements provide for the offer of awards under the 2023 Plan to service providers of Viewbix Israel and Gix Media (the "Affiliates") under the 2023 Plan. Under the Recharge Agreements, the Affiliates will each bear the costs of awards granted to its service providers under the 2023 Plan and will reimburse the Company upon the issuance of shares of Common Stock pursuant to an award, for the costs of shares issued, but in any event not prior to the vesting of an award. The reimbursement amount shall be equal to the lower of (a) the book expense for such award as recorded on the financial statements of one of the respective Affiliates, determined and calculated according to U.S. GAAP, or any other financial reporting standard that may be applicable in the future, or (b) the fair value of the shares of Common Stock at the time of exercise of an option or at the time of vesting of an RSU, as applicable.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

A. *Disclosure Controls and Procedures*

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

B. *Management's Report on Internal Control over Financial Reporting*

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with U.S. GAAP.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2022, the Company's Chief Executive Officer and Chief Financial Officer conducted an evaluation (the "Evaluation") regarding the effectiveness of the Company's disclosure controls and procedures as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act. Based upon the Evaluation (as further described below), as required by Rules 13a-15 or 15d-15, the Company's Chief Executive Officer and Chief Financial Officer concluded that although the material weakness previously identified on Form 10-K for the year ended December 31, 2021 has been remediated.

In response to that material weakness, we implemented a remediation plan to address the identified material weakness. As part of our remediation plan, during 2022 we recruited a new chief financial officer (previously our chief financial officer simultaneously served as our chief executive officer) and a controller with significant public company finance and accounting experience. In addition, we reviewed our existing processes and controls in order to identify additional control deficiencies and designed new controls or adjusted the design of our existing controls in order to improve our processes and controls. The new controls and the revised controls address non-routine complex accounting issues. Based on this assessment and upon completing the Evaluation, management has determined that the material weakness identified by management in connection with the Company's internal control over financial reporting and disclosed on Form 10-K for the year ended December 31, 2021, has been remediated.

the Company's disclosure controls and procedures were not effective as of the end of December 31, 2022, and pursuant to the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework (2013), as the assets of an acquired business, which have been excluded from management's assessment of internal control over financial reporting, constitute substantially all of the Company's assets as of December 31, 2022.

General guidance from the SEC staff provides that if a registrant consummates a material purchase business combination during its fiscal year and it is not possible to conduct an assessment of the acquired business's internal control over financial reporting in the period between the consummation date and the date of management's assessment, management may exclude the acquired business from management's report on internal control over financial reporting.

As previously described in this Annual Report, the Reorganization Transaction was consummated on September 19, 2022, and Gix Media, and its subsidiary Cortex, are the acquired business for financial reporting purposes. In accordance with the SEC staff guidance, our management excluded Gix Media and Cortex, which represents the acquired business, from management's report on internal control over financial reporting as of December 31, 2022.

The financial statements of each of Gix Media and Cortex reflect total assets constituting 99% of the assets of the Company pursuant to the related consolidated financial statement of the Company as of December 31, 2022. As the assets of an acquired business have been excluded from management's assessment of internal control over financial reporting, and constitute substantially all of the Company's assets as of December 31, 2022, the Company's management elected to conclude that the disclosure controls and procedures were not effective as of the end of December 31, 2022, and pursuant to the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework (2013).

C. *Attestation Report of the Registered Public Accounting Firm*

This Annual Report on Form 10-K does not include an attestation report of the Company's registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by the Company's registered public accounting firm pursuant to rules of the SEC that permit the Company, as a non-accelerated filer, to provide only management's report in this annual report on Form 10-K.

D. *Changes in Internal Control over Financial Reporting*

Other than remediating the material weaknesses in our financial reporting, specifically in connection with the period-end financial reporting process and the process by which we consolidate our financial statements and which material weaknesses were identified in our annual report on Form 10-K for the year ended December 31, 2021, and other than the changes to our internal control over financial reporting resulting from the acquisition of a material business in September 2022, there were no changes in internal control over financial reporting during the year ended December 31, 2022 that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following table sets forth the name, age and position held with respect to our present executive officers and directors:

Name	Age	Title
Amihay Hadad	45	Chief Executive Officer and Director
Shahar Marom	43	Chief Financial Officer
Yoram Bauman	69	Chairman of the Board of Directors
Alon Dayan	45	Director
Eliyahu Yoresh	52	Director
Amitay Weiss	60	Director
Liron Carmel	38	Director

Amihay Hadad has served as our Chief Executive Officer since February 20, 2020, Chief Financial Officer from July 25, 2019 and until June 28, 2022, and was appointed as a member of our Board of Directors on January 1, 2020. From 2011 until 2018, Mr. Hadad served as the Chief Financial Officer of Yedioth Internet. As of January 30, 2020, Mr. Hadad serves as the Chief Executive Officer of Gix Internet and served as the Chief Financial Officer of Gix Internet until September 19, 2022. Mr. Hadad holds both a B.A. and an MBA from the College of Management Academic Studies in Rishon LeZion, Israel, and an M.A. in law from Bar-Ilan University, Israel. Mr. Hadad is also a certified public accountant in Israel.

Shahar Marom has served as our Chief Financial Officer since July 1, 2022. Mr. Shahar Marom previously served as the Director of Finance of Raft Technologies Ltd. from 2018 to 2022, and held several financial positions at Supercom Ltd. (Nasdaq: SPCB) from 2013 to 2017. Mr. Marom is a certified public accountant and holds a B.A. in economics and accounting from the Tel Aviv University, Israel.

Yoram Bauman has served as our Chairman of the Board of Directors since June 13, 2022. Mr. Baumann previously served as the Chairman of the Board of Directors of Gix Internet, our parent company, from January 2020 to June 2022, and currently serves as Chairman of the Board of Directors of Gix Media, which position he has held since May 2021. Additionally, Mr. Baumann is Chairman of the Publicis Group in Israel, which role he has held since June 2012. Mr. Baumann holds a B.A. in Advertising and Marketing from Watford College of Advertising, England.

Alon Dayan has served as a member of our Board of Directors since March 14, 2018, and from January 24, 2018, until July 25, 2019, he served as our Chief Executive Officer. From July 2014 to the present, Mr. Dayan served as the Chief Executive Officer and founder of L1 Systems Ltd., an Israeli based company engaged in the business of providing the public and private sectors with advanced security solutions. Since July 2013, Mr. Dayan has served as Chief Executive Officer and was the founder of Polaris Star, an Israeli-based company which is engaged in providing advanced cyber security telecommunication for utilities world-wide. Mr. Dayan earned his B.Tech degree in electronic engineering from Ariel University in Israel.

Eliyahu Yoresh has served as a member of our Board of Directors since September 19, 2022. Additionally, Mr. Yoresh has served as a member of the Board of Directors of Medigus Ltd. (Nasdaq: MDGS) since September 2018 and as Chairman of the board of Medigus since February 2020. Mr. Yoresh also serves as Chief Financial Officer of Foresight Autonomous Holdings Ltd. (Nasdaq, TASE: FRSX). In addition, Mr. Yoresh serves as a director of Gix Internet (TASE: GIX) since November 2020, Jeffs' Brands Ltd. (Nasdaq: JFBR) since September 2021 and Rail Vision Ltd. (Nasdaq: RVSN) since August 2017, and has previously served as a director of Nano Dimension Ltd. (Nasdaq: NNDM), Geffen Biomed Investments Ltd. and Greenstone Industries Ltd. Mr. Yoresh served as the Chief Executive Officer of Tomcar Global Holdings Ltd., a global manufacturer of off-road vehicles, from 2005 to 2008. Mr. Yoresh is an Israeli Certified Public Accountant. Yoresh acquired a B.A. in business administration from the Business College, Israel and an M.A. in Law Study from Bar-Ilan University, Israel.

Amitay Weiss has served as a member of our Board of Directors since September 19, 2022. Mr. Weiss serves as a Chief Executive Officer of Gix Internet since September 19, 2022, and serves as director in multiple other public companies, including but not limited to, Arazim Investments Ltd. (TASE: ARZM), and Upsellon Brands Holdings Ltd. (TASE: UPSL). Mr. Weiss also serves as Chairman of the Board of Directors of Save Foods, Inc. (Nasdaq: SVFD), Maris-Tech Ltd. (Nasdaq: MTEK), Automax Motors Ltd. (TASE: AMX), Clearmind Medicine Inc. (CNSX: CMND), SciSparc Ltd. (Nasdaq: SPRC) and Internet Golden Lines Ltd. (OTC: IGLDF), amongst others. In April 2016, Mr. Weiss founded Amitay Weiss Management Ltd., an economic consulting company and now serves as its Chief Executive Officer. Mr. Weiss holds a B.A in economics from New England College, an M.B.A. in business administration from Ono Academic College in Israel, an Israeli branch of University of Manchester and an LL.B from the Ono Academic College.

Liron Carmel has served as a member of our Board of Directors since September 19, 2022. Additionally, Mr. Carmel serves as Chief Executive Officer of Medigus Ltd. (Nasdaq: MDGS), which role he has held since April 2019. Mr. Carmel has vast experience in business and leadership across multiple industries, including bio pharma, internet technology, oil & gas exploration & production, real estate and financial services. In addition he serves as Chairman of the Israel Tennis Table Association. Mr. Carmel also currently serves as a member of the Board of Directors of several private and public companies, including Gix Internet (TASE: GIX), beginning June 2021, Polyrizon Ltd., beginning July 2020, Jeffs' Brands Ltd. beginning January 2021 and as the Chairman of the Board of Directors of Eventer Technologies Ltd. beginning October 2020.

Involvement in Certain Legal Proceedings

Our director, officers or affiliates have not, within the past five years, filed any bankruptcy petition, been convicted in or been the subject of any pending criminal proceedings, or is any such person the subject or any order, judgment or decree involving the violation of any state or federal securities laws.

Family Relationships

There are no family relationships between or among any of our directors or executive officers.

Compliance with Section 16(a) Compliance.

Section 16(a) of the Securities and Exchange Act of 1934 requires that directors and executive officers, and persons who own beneficially more than ten percent (10%) of the Registrant's Common Stock, to file reports of ownership and changes of ownership with the Securities and Exchange Commission. Copies of all filed reports are required to be furnished to the Registrant pursuant to Section 16(a). The Registrant's officers and directors are current in their filings are required under Section 16(a).

Director Independence

Our Board of Directors has determined that Yoram Bauman, Eliyahu Yoresh, Amitay Weiss, Liron Carmel and Alon Dayan do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the Nasdaq rules.

Composition of the Board of Directors

The members of our Board of Directors are appointed to three staggered director classes, which are as follows:

- Class I consists of Liron Carmel and Amitay Weiss, each with a term expiring at the first annual meeting of our stockholders following our contemplated uplist to the Nasdaq.
- Class II consists of Eli Yoresh and Alon Dayan, each with a term expiring at the second annual meeting of our stockholders following our contemplated uplist to the Nasdaq.
- Class III consists of Yoram Bauman and Amihay Hadad, each with a term expiring at the third annual meeting of our stockholders following our contemplated uplist to the Nasdaq.

The division of our Board of Directors into three classes with staggered three-year terms may delay or prevent a change of management or a change of control of our company.

Audit Committee and Financial Expert, Compensation Committee, Nominations Committee.

We do not have any of the above mentioned standing committees because our corporate financial affairs and corporate governance are simple in nature at this stage of development and each financial transaction is approved by our officers or Board of Directors.

Potential Conflicts of Interest.

Since we do not have an audit or compensation committee, the functions that would have been performed by such committees are performed by our Board of Directors. Thus, there is a potential conflict of interest in that our directors have the authority to determine issues concerning management compensation, in essence their own, and audit issues that may affect management decisions. We are not aware of any other conflicts of interest with any of our executives or directors.

Board's Role in Risk Oversight.

Our Board of Directors assess on an ongoing basis the risks faced by the Company. These risks include financial, technological, competitive, and operational risks. In addition, since the Company does not have an audit committee, the Board of Directors is also responsible for the assessment and oversight of the Company's financial risk exposures.

Involvement in Certain Legal Proceedings.

We are not aware of any material legal proceedings that have occurred within the past ten years concerning any director or control person which involved a criminal conviction, a pending criminal proceeding, a pending or concluded administrative or civil proceeding limiting one's participation in the securities or banking industries, or a finding of securities or commodities law violations.

ITEM 11. EXECUTIVE COMPENSATION

Any compensation received by our officers, directors, and management personnel will be determined from time to time by our Board of Directors. Our officers, directors, and management personnel will be reimbursed for any out-of-pocket expenses incurred on our behalf.

The following table sets out the compensation paid for the fiscal years ended December 31, 2022 and 2021 as applicable to our principal executive officer and principal financial and accounting officer and the two other most highly paid executive officers:

The table is in U.S. dollars

Name and principal position	Year	Salary	Bonus	Stock Awards	Option Awards	All Other Compensation	Total
Mr. Amihay Hadad	2022	133,320	14,920(2)	-	-	-	148,239
Chief Executive Officer, Former Chief Financial Officer (1)	2021	83,326	-	-	-	-	83,326
Mr. Shahar Marom	2022	85,301	5,968(4)	-	-	-	91,269
Chief Financial Officer(3)	2021	-	-	-	-	-	-
Mr. Itay Brookmayer	2022	235,482	-	-	-	-	235,482
Chief Executive Officer of Gix Media	2021	208,721	39,471	-	-	-	248,192
Ofer Restatcher	2022	216,796	-	-	-	-	216,796
VP Research and Development of Gix Media	2021	90,078	-	-	-	-	90,078

(1) Mr. Amihay Hadad's compensation for the fiscal year-ended December 31, 2021 and December 31, 2022, includes compensation received for his service as the Company's Chief Financial Officer until his resignation on June 28, 2022. Mr. Amihay Hadad's compensation for the fiscal year-ended December 31, 2021 and December 31, 2022 was partially paid by the Company and by the Parent Company, and after the consummation of the Reorganization Transaction, was wholly paid by the Company.

(2) This amount includes a one-time bonus cash payment of NIS 50,000 granted as a reward to Mr. Hadad for his performance in connection with the Reorganization Transaction with Gix Media.
(3) Mr. Shahar Marom's salary for the fiscal year-ended December 31, 2022, was paid beginning July 1, 2022 and onwards.
(4) This amount includes a one-time bonus cash payment of NIS 20,000 granted as a reward to Mr. Marom for his performance in connection with the Reorganization Transaction with Gix Media.

Director's Compensation

The following table sets forth the compensation we paid our non-executive directors during the fiscal year ended December 31, 2022.

Name	Fees earned or paid in cash ($)	Stock awards ($)	Option awards ($)	All other compensation ($)	Total ($)
Yoram Bauman	142,482	-	-	-	142,482
Alon Dayan	917	-	-	-	917
Amitay Weiss	917	-	-	-	917
Liron Carmel	917	-	-	-	917
Eli Yoresh	917	-	-	-	917

Effective as of December 1, 2022, our non-executive directors are each entitled to a quarterly compensation fee of NIS 10,000 (approximately $2,750).

Compensation Policies and Practices as They Relate to the Company's Risk Management

We believe that our compensation policies and practices for all employees, including executive officers, do not create risks that are reasonably likely to have a material adverse effect on us.

Compensatory Arrangements

Except for our Chief Executive Officer, Chief Financial Officer and Chairman of the Board, we do not have any formal employment or consulting agreement with any of our officers. Any future compensation will be determined by the Board of Directors, and, as appropriate, an employment agreement will be executed.

Chairman of the Board

We have entered into a management consulting agreement, through Viewbix Israel with Mr. Yoram Baumann, which provides for the following compensation in connection with his services as the Company's and Gix Media's Chairman of the Board of Directors: (i) a gross monthly consulting fee of NIS 50,000 (approximately $14,200), which as of December 1, 2022 was increased to 65,000 (approximately $18,500) and (ii) certain additional performance-based cash awards, including (a) the Company's achievement of certain pre-determined financial targets (as evaluated pursuant to adjusted EBITDA metrics), (b) the completion of an equity or debt financing above $5 million and (c) the completion of certain merger/sale transactions (collectively the "Chair's Bonus Payments"). The Chair's Bonus Payments, in the aggregate, are limited to an annual amount equal to six (6) months' consulting fees, all subject to Gix Internet's compensation policy.

The foregoing description of Mr. Baumann's consulting agreement is qualified in its entirety by reference to the full text of the employment agreement, a copy of which is filed as Exhibit 10.7 hereto.

Chief Executive Officer

We have entered into an employment agreement, through Viewbix Israel with Mr. Amihay Hadad, our Chief Executive Officer, pursuant to which as of December 1, 2022, he is entitled to receive the following terms of compensation: (i) a gross monthly base salary of NIS 50,000 (approximately $14,200) and (ii) certain additional performance-based cash awards, including (a) the Company's achievement of certain pre-determined financial targets (as evaluated pursuant to adjusted EBITDA metrics), (b) completion of certain merger and acquisition transactions, and (c) pursuant to the discretion of the Board of Directors following a review of Mr. Hadad's performance upon the completion of the fiscal year (collectively the "Bonus Payments"). The Bonus Payments, in the aggregate, are limited to an amount equal to six (6) months' base salary. In accordance with the terms of Mr. Hadad's employment agreement, he will also receive additional benefits customary for a chief executive officer of his experience and for companies of similar stature and standing to that of the Company.

The foregoing description of Mr. Hadad's employment agreement is qualified in its entirety by reference to the full text of the employment agreement, a copy of which is filed as Exhibit 10.5 hereto.

Chief Financial Officer

We have entered into an employment agreement, through Viewbix Israel with Mr. Shahar Marom, our Chief Financial Officer, pursuant to which, as of July 1, 2022, he is entitled to an initial monthly base salary of NIS 35,000 (approximately $10,000); and an equity grant, as will determined and will approved by our Board. Additionally, we agreed to pay Mr. Marom both (i) an annual target bonus of up two monthly salaries pursuant to certain pre-determined EBIDTA objectives as set forth in his employment agreement; and (ii) an annual discretionary bonus of up to two monthly salaries, at the discretion of the chief executive officer and our Board. In accordance with the terms of Mr. Marom's employment agreement, he will also receive additional benefits customary for an executive officer of his experience and for companies of similar stature and standing to that of the Company.

The foregoing description of Mr. Marom's employment agreement is qualified in its entirety by reference to the full text of the employment agreement, a copy of which is filed as Exhibit 10.6 hereto.

Chief Executive Officer of Gix Media

Gix Media has entered into an employment agreement with, Mr. Itay Brookmayer, Gix Media's Chief Executive Officer, pursuant to which, effective as of January 1, 2022, he is entitled to receive the following terms of compensation: (i) a monthly base salary of NIS 50,000 (approximately $14,200); and (ii) an annual target bonus of up to six monthly salaries pursuant to certain pre-determined EBITDA metrics objectives as set forth in his employment agreement;. In accordance with the terms of Mr. Brookmayer's employment agreement, he will also receive additional benefits customary for an executive officer of his experience and for companies of similar stature and standing to that of Gix Media.

VP Research and Development of Gix Media

Gix Media has entered into an employment agreement with, Mr. Ofer Restatcher, Gix Media's VP Research and Development, pursuant to which, effective as of January 1, 2022, he is entitled to receive a monthly base salary of NIS 48,000 (approximately $13,600). In accordance with the terms of Mr. Restatcher's employment agreement, he will also receive additional benefits customary for an executive officer of his experience and for companies of similar stature and standing to that of Gix Media.

Outstanding Equity Awards

There were no equity awards outstanding as of the end the year ended December 31, 2022.

Option Grants

During the year ended December 31, 2022, the Board of Directors did not authorize the issuance of stock options to executive officers and directors to purchase shares of Common Stock.

Aggregated Option Exercises and Fiscal Year-End Option Value

There were no stock options exercised during the year ending December 31, 2022 by our executive officers.

Long-Term Incentive Plan ("LTIP") Awards

There were no awards made to Named Executive Officers in the last completed fiscal year under any LTIP.

Indebtedness of Management

No officer, director or security holder known to us to own of record or beneficially more than 5% of our common stock or any member of the immediate family or sharing the household (other than a tenant or employee) of any of the foregoing persons is indebted to us in the years 2022 and 2021.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The table below provides information regarding the beneficial ownership of our Common Stock as of March 20, 2023, of (i) each of our current directors, (ii) each of the Named Executive Officers, (iii) all of our current directors and officers as a group, and (iv) each person or entity known to us who owns more than 5% of our common stock.

The percentage of Common Stock beneficially owned is based on 14,783,964 shares of Common Stock outstanding as of March 20, 2023. The number and percentage of shares of Common Stock beneficially owned by a person or entity also include shares of Common Stock issuable upon exercise of warrants that are currently exercisable or will become exercisable within 60 days of December 31, 2022. However, these shares are not deemed to be outstanding for the purpose of computing the percentage of shares beneficially owned of any other person or entity.

Name and Address of Beneficial Owner	Title of Class	Amount and Nature of Beneficial Ownership[1]	Percent of Class
Gix Internet Ltd.	Common Stock	11,535,000[2]	76.67%
MMCAP International Inc. SPC	Common Stock	1,855,921[3]	12.34%
Executive Officers and Directors			
Amihay Hadad	Common Stock	-	-
Shahar Marom	Common Stock	-	-
Yoram Bauman	Common Stock	-	-
Eliyahu Yoresh	Common Stock	10,270[4]	*
Amitay Weiss	Common Stock	-	
Liron Carmel	Common Stock	4,387[5]	*
Alon Dayan	Common Stock	1,786	*
Directors and officers as a group (7 individuals)		16,443	*

* Less than 1%

(1) Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Each of the beneficial owners named in the table have, to our knowledge, direct ownership of and sole voting and investment power with respect to the shares of Common Stock beneficially owned by them.

(2) Based solely on a Schedule 13D/A filed by the reporting stockholder with the SEC on September 19, 2022. The number of shares beneficially owned by Gix Internet Ltd. includes (i) 11,274,334 of the Registrant's Common Stock, (ii) warrants to purchase up to 130,333 shares of Common Stock with an exercise price of $13.44 per share, each of such warrant is currently exercisable or exercisable within 60 days of December 31, 2022, and (iii) warrants to purchase up to 130,333 shares of Common Stock with an exercise price of $22.40 per share, each of such warrant is currently exercisable or exercisable within 60 days of December 31, 2022.

(3) Based solely on a Schedule 13G/A filed by the reporting stockholder with the SEC on February 14, 2023.

(4) Based solely on a Form 4 filed by Mr. Eliyahu Yoresh on September 29, 2022.

(5) Based solely on a Form 4/A filed by Mr. Liron Carmel on September 29, 2022.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTORS INDEPENDENCE

Certain Related Party Transactions

Loan Agreements

On February 13, 2022, the Company and Gix Internet entered into a loan agreement, according to which, Gix Internet extended to the Company a Loan (the "First Loan Agreement") and as of November 20, 2022, the outstanding amount due under the First Loan Agreement was approximately $2.5 million (the "First Loan Amount").

On March 22, 2020, Gix Media and Gix Internet entered into a loan agreement, according to which Gix Media extended Gix Internet a loan (the "Second Loan Agreement" and together with the First Loan Agreement, the "Loan Agreements") and as of November 20, 2022, the outstanding amount due under the Second Loan Agreement was approximately $7.2 million (the "Second Loan Amount").

On November 20, 2022, the Company, Gix Media and Gix Internet agreed to restructure the Loan Agreements, such that the Company repaid the First Loan Amount to Gix Internet, by offsetting its amount from the Second Loan Amount owed by Gix Internet to Gix Media. As a result, the outstanding amount due under the Second Loan Agreement was reduced to approximately $4.7 million and as of the date of this Annual Report, the Company has no further obligations under the First Loan Agreement. As of December 31, 2022, the outstanding amount due under the Second Loan Amount was approximately $3.5 million.

Additionally, on November 20, 2022, the Second Loan Agreement was amended to reflect the conversion of the currency of the Second Loan Amount (including any interest accrued thereunder) from NIS to USD, effective as of July 1, 2022.

Director Independence

Our Board of Directors has determined that Yoram Bauman, Eliyahu Yoresh, Amitay Weiss, Liron Carmel and Alon Dayan do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent". We are not currently subject to listing requirements of any national securities exchange, which generally stipulates certain requirements that a majority of a company's Board of Directors be classified as "independent". As a result, we are not at this time required to have our Board of Directors comprised of a majority of "independent directors". Notwithstanding the foregoing, we have voluntarily adopted the definition of "independent" as defined under Nasdaq Rule 5605(a)(2), and believe Yoram Bauman, Eliyahu Yoresh, Amitay Weiss, Liron Carmel and Alon Dayan qualify accordingly.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Independent Public Accountants

The Registrant's Board of Directors has appointed Brightman Almagor Zohar & Co. as independent public accountant for the fiscal years ended December 31, 2022.

Principal Accounting Fees

The following table presents the fees for professional audit services rendered by (a) Brightman Almagor Zohar & Co. for the audit of the Registrant's annual financial statements for the years ended December 31, 2022, and December 31, 2021, and (b) the aggregate fees billed in each of the last two fiscal years as pertaining to, among others, tax compliance, tax advice and tax planning conferred to the Registrant.

	Year Ended December 31, 2022	Year Ended December 31, 2021
Audit fees [(1)]	204,000	50,000
Tax -related fees [(2)]	41,000	-

(1) Audit fees consist of audit and review services, consents and review of documents filed with the SEC, out of which, an amount of $70,000 is in connection with the Recapitalization Transaction.

(2) Tax fees consist of, among other items, tax assessment and filings, review of quarterly estimated tax payments, consultation concerning tax compliance issues, and services rendered in connection with the Recapitalization Transaction.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as exhibits to this report on Form 10-K or incorporated by reference herein. Any document incorporated by reference is identified by a parenthetical reference to the SEC filing that included such document.

Exhibit No. Description

Exhibit No.	Exhibit Description
3.1	Amended and Restated Certificate of Incorporation of Viewbix Inc. (incorporated by reference to Exhibit 3.1 to the Company's current report on Form 8-K, filed with the SEC on September 6, 2022).
3.2	Amended and Restated Bylaws of Viewbix Inc. (incorporated by reference to Exhibit 3.2 to the Company's current report on Form 8-K, filed with the SEC on September 20, 2022).
4.1*	Description of Registrant's Securities
4.2	Form of Warrant by and between the Company and Gix Media Ltd., dated July 25, 2019 (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on July 25, 2019)
10.1	2017 Employee Incentive Plan (incorporated by reference to the Registrant's annual report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on April 17, 2018)
10.2*	2023 Stock Incentive Plan
10.3	Form of Stock Subscription Agreement between the Company and the investors set forth therein (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on December 21, 2020)
10.4	Agreement and Plan of Merger, dated December 5, 2021 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on December 6, 2021)
10.5*	Employment Agreement by and between Viewbix Ltd. and Amihay Hadad, dated February 23, 2023
10.6*	Employment Agreement by and between Viewbix Ltd. and Shahar Marom, dated June 28, 2022
10.7*	Management Services Agreement by and between Viewbix Ltd. and Yoram Baumann, dated January 12, 2022
21.1*	Subsidiaries of the Registrant
31.1*	Section 302 Certification under the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer
31.2*	Section 302 Certification under the Sarbanes-Oxley Act of 2002 of the Principal Financial Officer
32.1*	Section 906 Certification under the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer
32.2*	Section 906 Certification under the Sarbanes-Oxley Act of 2002 of the Principal Financial Officer
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

* Filed herewith.
** Furnished herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned.

VIEWBIX INC.

Date: March 24, 2023

By: */s/ Amihay Hadad*
Amihay Hadad
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on this 24th day of March 2023 by the following persons on behalf of the registrant and in the capacities indicated, including a majority of the directors.

Signature	Title
/s/ Amihay Hadad Amihay Hadad	Chief Executive Officer and Director (Principal Executive Officer)
/s/ Shahar Marom Shahar Marom	Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Yoram Bauman Yoram Bauman	Chairman of the Board of Directors
/s/ Eliyahu Yoresh Eliyahu Yoresh	Director
/s/ Amitay Weiss Amitay Weiss	Director
/s/ Liron Carmel Liron Carmel	Director
/s/ Alon Dayan Alon Dayan	Director

Exhibit 4.1

DESCRIPTION OF
THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES
EXCHANGE ACT OF 1934

Viewbix Inc. has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shares of common stock, par value $0.0001 (the "Common Stock"). The following is a summary of some of the terms of our Common Stock based on our Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and our amended and restated Bylaws (the "Bylaws"). The following summary is not complete and is subject to, and is qualified in its entirety by reference to, the provisions of our Certificate of Incorporation, our Bylaws, which are incorporated by reference as Exhibits 3.1 and 3.2, respectively, to our Annual Report on Form 10-K and the applicable provisions of the Delaware General Corporation Law. (the "DGCL").

General

Our authorized capital stock consists of 500,000,000 shares of which:

- 490,000,000 shares are designated as common stock with a par value of $0.0001; and
- 10,000,000 shares are designated as preferred stock with a par value of $0.0001.

Common Stock

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and do not have cumulative voting rights. An election of directors by our stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election. Holders of common stock are entitled to receive proportionately any dividends as may be declared by our board of directors, subject to any preferential dividend rights of any series of preferred stock that we may designate and issue in the future.

In the event of our liquidation or dissolution, the holders of common stock are entitled to receive proportionately our net assets available for distribution to stockholders after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of common stock have no preemptive, subscription, redemption or conversion rights. Our outstanding shares of common stock are validly issued, fully paid and nonassessable. The rights, preferences and privileges of holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

In connection with the Reorganization Transaction (as such term is defined in our Annual Report on Form 10-K), we filed our Certificate of Incorporation with the Secretary of State of Delaware, effective as of August 31, 2022, pursuant to which we, among other things, effected a reverse stock split of our Common Stock at a ratio of 1-for-28.

Preferred Stock

Under the terms of our Certificate of Incorporation, our board of directors is authorized to direct us to issue shares of preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third-party to acquire, or could discourage a third-party from seeking to acquire, a majority of our outstanding voting stock.

Anti-Takeover Provisions

Certificate of Incorporation and Bylaws

No Cumulative voting. Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the voting power of our shares of common stock outstanding are able to elect all of our directors. Our Certificate of Incorporation and Bylaws provide that all stockholder actions must be effected at a duly called meeting of stockholders, and for so long as our common stock is not approved for listing on the Nasdaq Stock Market LLC, any stockholder action may be effected by written consent in lieu of a meeting. A special meeting of stockholders may be called only by a majority of our board of directors, the chairperson of our board of directors, or our chief executive officer or our president.

Amendment of Charter Provisions. Our Certificate of Incorporation further provides that the affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the total voting power, voting together as a single class, is required to amend certain provisions of our Certificate of Incorporation, including provisions relating to the issuance of preferred stock, the size and classes of the board of directors, removal of directors, stockholder meetings, directors' liabilities director indemnification and forum selection. The affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of voting stock, voting as a single class, is required to amend or repeal certain articles of our Certificate of Incorporation. Our Bylaws, may be amended by a simple majority vote of our board of directors, or by an affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of voting stock, voting as a single class.

Staggered Board. Our Certificate of Incorporation and Bylaws further provides that our board of directors is divided into three classes, Class I, Class II and Class III, with each class serving staggered terms, and give our board of directors the exclusive right to expand the size of our board of directors and to elect directors to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director.

Special Meetings of Stockholders. Our Certificate of Incorporation currently provides that special meetings of our stockholders may be called by our chairperson of our board of directors, chief executive officer, president or by the board of directors.

Exclusive Forum Provision. Our Certificate of Incorporation provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware is the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of us; (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees or agents to us or our stockholders; (iii) any action asserting a claim against us arising pursuant to any provision of the DGCL or our Certificate of Incorporation or Bylaws; or as to which the DGCL of the State of Delaware confers jurisdiction to the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim against us governed by the internal affairs doctrine; and subject to the federal district courts of the United States of America being the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended and by the Exchange Act of 1934, or any other claim for which the federal courts have exclusive jurisdiction.. Under the Securities Act, federal and state courts have concurrent jurisdiction over all suits brought to enforce any duty or liability created by the Securities Act, and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Accordingly, there is uncertainty as to whether a court would enforce such a forum selection provision as written in connection with claims arising under the Securities Act. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with any action, a future court could find the choice of forum provisions contained in our Certificate of Incorporation to be inapplicable or unenforceable in such action.

Issuance of undesignated Preferred Stock. Our board of directors has the authority, without further action by the stockholders, to issue up to 10,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of preferred stock, which may be converted into large numbers of shares of Common Stock, would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means

The foregoing provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of our company by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change the control of our company.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of our company. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy rights. However, these provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in control of our company or our management. As a consequence, these provisions also may inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the DGCL, which prohibits a publicly-held Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

● before such date, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

● upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

● on or after such date, the business combination is approved by our board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

●any merger or consolidation involving the corporation and the interested stockholder;

● any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;

● subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

● any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or

● the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Limitations on Liability and Indemnification Matters

Our Certificate of Incorporation and Bylaws provide that we may indemnify each of our directors and executive officers to the fullest extent permitted by the DGCL. We have entered into indemnification agreements with each of our directors and executive officers that may, in some cases, be broader than the specific indemnification provisions contained under Delaware law. Further, pursuant to our indemnification agreements and directors' and officers' liability insurance, our directors and executive officers are indemnified and insured against the cost of defense, settlement or payment of a judgment under certain circumstances. In addition, as permitted by Delaware law, our Certificate of Incorporation includes provisions that eliminate the personal liability of our directors for monetary damages resulting from breaches of certain fiduciary duties as a director. The effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of fiduciary duties as a director.

These provisions may be held not to be enforceable for violations of the federal securities laws of the United States.

Listing

Our common stock is listed on OTC Markets, Pink Tier under the symbol "VBIX".

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Transfer Online. The transfer agent and registrar's address is 512 SE Salmon Street, Portland, OR 97214-3444. The transfer agent's telephone number is (503) 227-2950.

Exhibit 10.2

VIEWBIX INC.
2023 STOCK INCENTIVE PLAN

Unless otherwise defined, terms used herein shall have the meaning ascribed to them in Section 2 hereof.

1. **PURPOSE; TYPES OF AWARDS; CONSTRUCTION**.

1.1. Purpose. The purpose of this 2023 Stock Incentive Plan (as amended, this "**Plan**") is to afford an incentive to Service Providers of Viewbix Inc., a Delaware corporation (together with any successor corporation thereto, the "**Corporation**"), or any Affiliate of the Corporation, which now exists or hereafter is organized or acquired by the Corporation or its Affiliates, to continue as Service Providers, to increase their efforts on behalf of the Corporation or its Affiliates and to promote the success of the Corporation's business, by providing such Service Providers with opportunities to acquire a proprietary interest in the Corporation by the issuance of stock or restricted stock ("**Restricted Stock**") of the Corporation, and by the grant of options to purchase stock ("**Options**"), Restricted Stock Units ("**RSUs**") and other Share-based Awards pursuant to Sections 11 through 13 of this Plan.

1.2. Types of Awards. This Plan is intended to enable the Corporation to issue Awards under various tax regimes, including:

(i) pursuant and subject to the provisions of Section 102 of the Ordinance (or the corresponding provision of any subsequently enacted statute, as amended from time to time), and all regulations and interpretations adopted by any competent authority, including the Israel Tax Authority (the "**ITA**"), including the Income Tax Rules (Tax Benefits in Stock Issuance to Employees) 5763-2003 or such other rules so adopted from time to time (the "**Rules**") (such Awards that are intended to be (as set forth in the Award Agreement) and which qualify as such under Section 102 of the Ordinance and the Rules, "**102 Awards**");

(ii) pursuant to Section 3(i) of the Ordinance or the corresponding provision of any subsequently enacted statute, as amended from time to time (such Awards, "**3(i) Awards**");

(iii) Incentive Stock Options within the meaning of Section 422 of the Code, or the corresponding provision of any subsequently enacted United States federal tax statute, as amended from time to time, to be granted to Employees who are deemed to be residents of the United States, for purposes of taxation, or are otherwise subject to U.S. Federal income tax (such Awards that are intended to be (as set forth in the Award Agreement) and which qualify as an incentive stock option within the meaning of Section 422(b) of the Code, "**Incentive Stock Options**"); and

(iv) Options not intended to be (as set forth in the Award Agreement) or which do not qualify as an Incentive Stock Option to be granted to Service Providers who are deemed to be residents of the United States for purposes of taxation, or are otherwise subject to U.S. Federal income tax ("**Nonqualified Stock Options**").

In addition to the issuance of Awards under the relevant tax regimes in the United States of America and the State of Israel, and without derogating from the generality of Section 25, this Plan contemplates issuances to Grantees in other jurisdictions or under other tax regimes with respect to which the Committee is empowered, but is not required, to make the requisite adjustments in this Plan and set forth the relevant conditions in an appendix to this Plan or in the Corporation's agreement with the Grantee in order to comply with the requirements of such other tax regimes.

1.3. Corporation Status. This Plan contemplates the issuance of Awards by the Corporation, both as a private and public company.

1.4. Construction. To the extent any provision herein conflicts with the conditions of any relevant tax law, rule or regulation which are relied upon for tax relief in respect of a particular Award to a Grantee, the Committee is empowered, but is not required, hereunder to determine that the provisions of such law, rule or regulation shall prevail over those of this Plan and to interpret and enforce such prevailing provisions. With respect to 102 Awards, if and to the extent any action or the exercise or application of any provision hereof or authority granted hereby is conditioned or subject to obtaining a ruling or tax determination from the ITA, to the extent required by applicable law, then the taking of any such action or the exercise or application of such section or authority with respect to 102 Awards shall be conditioned upon obtaining such ruling or tax determination, and, if obtained, shall be subject to any condition set forth therein; it being clarified that there is no obligation to apply for any such ruling or tax determination (which shall be in the sole discretion of the Committee) and no assurance is made that if applied any such ruling or tax determination will be obtained (or the conditions thereof).

2. **DEFINITIONS**.

2.1. Terms Generally. Except when otherwise indicated by the context, (i) the singular shall include the plural and the plural shall include the singular; (ii) any pronoun shall include the corresponding masculine, feminine and neuter forms; (iii) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth therein or herein), (iv) references to any law, constitution, statute, treaty, regulation, rule or ordinance, including any section or other part thereof shall refer to it as amended from time to time and shall include any successor thereof, (v) reference to a "company" or "entity" shall include a, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof, and reference to a "person" shall mean any of the foregoing or an individual, (vi) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Plan in its entirety, and not to any particular provision hereof, (vii) all references herein to Sections shall be construed to refer to Sections to this Plan; (viii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (ix) use of the term "or" is not intended to be exclusive.

2.2. Defined Terms. The following terms shall have the meanings ascribed to them in this Section 2:

2.3. "**Affiliate**" shall mean, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person (with the term "control" or "controlled by" within the meaning of Rule 405 of Regulation C under the Securities Act), including, without limitation, any Parent or Subsidiary, or Employer.

2.4. "**Applicable Law**" shall mean any applicable law, rule, regulation, statute, pronouncement, policy, interpretation, judgment, order or decree of any federal, provincial, state or local governmental, regulatory or adjudicative authority or agency, of any jurisdiction, and the rules and regulations of any stock exchange, over-the-counter market or trading system on which the Corporation's capital stock are then traded or listed.

2.5. "**Award**" shall mean any Option, Restricted Stock, RSUs, Shares or any other Share-based award granted under this Plan.

2.6. "**Board**" shall mean the Board of Directors of the Corporation.

2.7. "**Change in Board Event**" shall mean any time at which individuals who, as of the Effective Date, constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Corporation's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board.

2.8. "**Charter Documents**" shall mean the Corporation's Certificate of Incorporation, the Bylaws and any other governing document of the Corporation (as amended and/or restated from time to time).

2.9. "**Code**" shall mean the United States Internal Revenue Code of 1986, and any applicable regulations promulgated thereunder, all as amended.

2.10. "**Committee**" shall mean the Board, or a committee established or appointed by the Board to administer this Plan, subject to Section 3.1.

2.11. "**Controlling Stockholder**" shall have the meaning set forth in Section 32(9) of the Ordinance.

2.12. "**Disability**" shall mean (i) the inability of a Grantee to engage in any substantial gainful activity or to perform the major duties of the Grantee's position with the Corporation or its Affiliates by reason of any medically determinable physical or mental impairment which has lasted or can be expected to last for a continuous period of not less than 12 months (or such other period as determined by the Committee), as determined by a qualified doctor acceptable to the Corporation, (ii) if applicable, a "permanent and total disability" as defined in Section 22(e)(3) of the Code or Section 409A(a)(2)(c)(i) of the Code, as amended from time to time, or (iii) as defined in a policy of the Corporation that the Committee deems applicable to this Plan, or that makes reference to this Plan, for purposes of this definition. Notwithstanding the foregoing, for Awards that are subject to Section 409A of the Code, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

2.13. "**Employee**" shall mean any person treated as an employee (including an officer or a director who is also treated as an employee) in the records of the Corporation or any of its Affiliates (and in the case of 102 Awards, subject to Section 9.3 or in the case of Incentive Stock Options, who is an employee for purposes of Section 422 of the Code); provided, however, that neither service as a director nor payment of a director's fee shall be sufficient to constitute employment for purposes of this Plan. The Corporation shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual's employment or termination of employment, as the case may be. For purposes of a person's rights, if any, under this Plan as of the time of the Corporation's determination, all such determinations by the Corporation shall be final, binding and conclusive, notwithstanding that the Corporation or any court of law or governmental agency subsequently makes a contrary determination.

2.14. "**Employer**" means, for purpose of a 102 Trustee Award, the Corporation or an Affiliate, Subsidiary or Parent thereof, which is an "employing company" within the meaning and subject to the conditions of Section 102(a) of the Ordinance.

2.15. "**employment**," "**employed**" and words of similar import shall be deemed to refer to the employment of Employees or to the services of any other Service Provider, as the case may be.

2.16. "**exercise**" "**exercised**" and words of similar import, when referring to an Award that does not require exercise or that is settled upon vesting (such as may be the case with RSUs or Restricted Shares, if so determined in their terms), shall be deemed to refer to the vesting of such an Award (regardless of whether or not the wording included reference to vesting of such an Awards explicitly).

2.17. "**Exercise Period**" shall mean the period, commencing on the date of grant of an Award, during which an Award shall be exercisable, subject to any vesting provisions thereof (including any acceleration thereof, if any) and subject to the termination provisions hereof.

2.18. "**Exercise Price**" shall mean the exercise price for each Share covered by an Option or the purchase price for each Share covered by any other Award.

2.19. "**Fair Market Value**" shall mean, as of any date, the value of a Share or other securities, property or rights as determined by the Board, in its discretion, subject to the following: (i) if, on such date, the Shares are listed on any securities exchange, the average closing sales price per Share on which the Shares are principally traded over the thirty (30) day calendar period preceding the subject date (utilizing all trading days during such 30 calendar day period), as reported in The Wall Street Journal or such other source as the Corporation deems reliable; (ii) if, on such date, the Shares are then quoted in an over-the-counter market, the average of the closing bid and asked prices for the Shares in that market during the thirty (30) day calendar period preceding the subject date (utilizing all trading days during such 30 calendar day period), as reported in The Wall Street Journal or such other source as the Corporation deems reliable; or (iii) if, on such date, the Shares are not then listed on a securities exchange or quoted in an over-the-counter market, or in case of any other securities, property or rights, such value as the Committee, in its sole discretion, shall determine, with full authority to determine the method for making such determination and which determination shall be conclusive and binding on all parties, and shall be made after such consultations with outside legal, accounting and other experts as the Committee may deem advisable; provided, however, that, if applicable, the Fair Market Value of the Shares shall be determined in a manner that is intended to satisfy the applicable requirements of and subject to Section 409A of the Code, and with respect to Incentive Stock Options, in a manner that is intended to satisfy the applicable requirements of and subject to Section 422 of the Code, subject to Section 422(c)(7) of the Code. The Committee shall maintain a written record of its method of determining such value. If the Shares are listed or quoted on more than one established stock exchange or over-the-counter market, the Committee shall determine the principal such exchange or market and utilize the price of the Shares on that exchange or market (determined as per the method described in clauses (i) or (ii) above, as applicable) for the purpose of determining Fair Market Value.

2.20. "**Grantee**" shall mean a person who has been granted an Award(s) under this Plan.

2.21. "**Ordinance**" shall mean the Israeli Income Tax Ordinance (New Version) 1961, and the regulations and rules (including the Rules) promulgated thereunder, all as amended from time to time.

2.22. "**Parent**" shall mean any company (other than the Corporation), which now exists or is hereafter organized, (i) in an unbroken chain of companies ending with the Corporation if, at the time of granting an Award, each of the companies (other than the Corporation) owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain, or (ii) if applicable and for purposes of Incentive Stock Options, that is a "parent corporation" of the Corporation, as defined in Section 424(e) of the Code.

2.23. "**Retirement**" shall mean a Grantee's retirement pursuant to Applicable Law or in accordance with the terms of any tax-qualified retirement plan maintained by the Corporation or any of its Affiliates in which the Grantee participates or is subject to.

2.24. "**Securities Act**" shall mean the U.S. Securities Act of 1933, and the rules and regulations promulgated thereunder, all as amended from time to time.

2.25. "**Service Provider**" shall mean an Employee, director, officer, consultant, advisor and any other person or entity who provides services to the Corporation or any Parent, Subsidiary or Affiliate thereof. Service Providers shall include prospective Service Providers to whom Awards are granted in connection with written offers of an employment or other service relationship with the Corporation or any Parent, Subsidiary or any Affiliates thereof, provided, however, that such employment or service shall have actually commenced.

2.26. "**Shares**" shall mean shares of common stock, par value US$0.0001 per share, of the Corporation (as adjusted for stock split, reverse stock split, bonus shares, combination or other recapitalization events), or shares of such other class of capital stock of the Corporation as shall be designated by the Board in respect of the relevant Award(s).

2.27. "**Stockholders Agreements**" shall mean any and all stockholders agreement, investors rights agreement, right of first refusal and co-sale agreement, voting agreement and any other agreements applicable to all or substantially all of the holders of stock, all as amended from time to time (and regardless of whether or not the Grantee is a formal party to any such agreement).

2.28. "**Subsidiary**" shall mean any company (other than the Corporation), which now exists or is hereafter organized or acquired by the Corporation, (i) in an unbroken chain of companies beginning with the Corporation if, at the time of granting an Award, each of the companies other than the last company in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain, or (ii) if applicable and for purposes of Incentive Stock Options, that is a "subsidiary corporation" of the Corporation, as defined in Section 424(f) of the Code.

2.29. "**tax(es)**" shall mean (a) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, capital gains, alternative or add-on minimum, transfer, value added tax, real and personal property, withholding, payroll, employment, escheat, social security, disability, national security, health tax, wealth surtax, stamp, registration and estimated taxes, customs duties, fees, assessments and charges of any similar kind whatsoever (including under Section 280G of the Code) or other tax of any kind whatsoever, (b) all interest, indexation differentials, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (a), (c) any transferee or successor liability in respect of any items described in clauses (a) or (b) payable by reason of contract, assumption, transferee liability, successor liability, operation of Applicable Law, or as a result of any express or implied obligation to assume Taxes or to indemnify any other person, and (d) any liability for the payment of any amounts of the type described in clause (a) or (b) payable as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate or other group for any taxable period, including under U.S. Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof of any analogous or similar provision under Law) or otherwise.

2.30. "**Ten Percent Stockholder**" shall mean a Grantee who, at the time an Award is granted to the Grantee, owns Shares possessing more than ten percent (10%) of the total combined voting power of all classes of Shares of the Corporation or any Parent or Subsidiary, within the meaning of Section 422(b)(6) of the Code.

2.31. "**Trustee**" shall mean the trustee appointed by the Committee to hold the Awards (and, in relation with 102 Trustee Awards, approved by the ITA), if so appointed.

2.32. Other Defined Terms. The following terms shall have the meanings ascribed to them in the Sections set forth below:

Term	**Section**
102 Awards	1.2(i)
102 Capital Gains Track Awards	9.1
102 Non-Trustee Awards	9.2
102 Ordinary Income Track Awards	9.1
102 Trustee Awards	9.1
3(i) Awards	1.2(ii)
Award Agreement	6
Cause	6.6.4.4
Corporation	1.1
Effective Date	24.1
Election	9.2
Eligible 102 Grantees	9.3.1
Incentive Stock Options	1.2(iii)
Information	16.4
ITA	1.2(i)
Market Stand-Off	17
Market Stand-Off Period	17
Merger/Sale	14.2
Nonqualified Stock Options	1.2(iv)
Plan	1.1
Pool	5.1
Recapitalization	14.1
Required Holding Period	9.5
Restricted Period	11.2
Restricted Stock Agreement	11
Restricted Stock Unit Agreement	12
Restricted Stock	1.1
RSUs	1.1
Rules	1.2(i)
Securities	17.1
Successor Corporation	14.2.1
Withholding Obligations	18.5

3. **ADMINISTRATION**.

3.1. To the extent permitted under the Charter Documents and the Stockholder Agreements, this Plan shall be administered by the Committee. In the event that the Board does not appoint or establish a committee to administer this Plan, this Plan shall be administered by the Board, and, accordingly, any and all references herein to the Committee shall be construed as references to the Board. In the event that an action necessary for the administration of this Plan is required under Applicable Law to be taken by the Board without the right of delegation, or if such action or power was explicitly reserved by the Board in appointing, establishing and empowering the Committee, then such action shall be so taken by the Board. In any such event, all references herein to the Committee shall be construed as references to the Board. Even if such a Committee was appointed or established, the Board may take any actions that are stated to be vested in the Committee, and shall not be restricted or limited from exercising all rights, powers and authorities under this Plan or Applicable Law.

3.2. The Board shall appoint the members of the Committee, may from time to time remove members from, or add members to, the Committee, and shall fill vacancies in the Committee, however caused, provided that the composition of the Committee shall at all times be in compliance with any mandatory requirements of Applicable Law, the Charter Documents and any other governing document of the Corporation. The Committee may select one of its members as its Chairman and shall hold its meetings at such times and places as it shall determine. The Committee may appoint a Secretary, who shall keep records of its meetings, and shall make such rules and regulations for the conduct of its business as it shall deem advisable and subject to mandatory requirements of Applicable Law.

3.3. Subject to the terms and conditions of this Plan, any mandatory provisions of Applicable Law and any provisions of any Corporation policy required under mandatory provisions of Applicable Law, and in addition to the Committee's powers contained elsewhere in this Plan, the Committee shall have full authority, in its discretion, from time to time and at any time, to determine any of the following, or to recommend to the Board any of the following if it is not authorized to take such action according to Applicable Law:

(i) eligible Grantees;

(ii) grants of Awards and setting the terms and provisions of Award Agreements (which need not be identical) and any other agreements or instruments under which Awards are made, including, but not limited to, the number of Shares underlying each Award and the class of Shares underlying each Award (if more than one class was designated by the Board);

(iii) the time or times at which Awards shall be granted;

(iv) the terms, conditions and restrictions applicable to each Award (which need not be identical) and any Shares acquired upon the exercise or (if applicable) vesting thereof, including (1) designating Awards under Section 1.2; (2) the vesting schedule, the acceleration thereof and terms and conditions upon which Awards may be exercised or become vested, (3) the Exercise Price, (4) the method of payment for Shares purchased upon the exercise or (if applicable) vesting of the Awards, (5) the method for satisfaction of any tax withholding obligation arising in connection with the Awards or such Shares, including by the withholding or delivery of Shares, (6) the time of the expiration of the Awards, (7) the effect of the Grantee's termination of employment with the Corporation or any of its Affiliates, and (8) all other terms, conditions and restrictions applicable to the Award or the Shares not inconsistent with the terms of this Plan;

(v) to accelerate, continue, extend or defer the exercisability of any Award or the vesting thereof, including with respect to the period following a Grantee's termination of employment or other service;

(vi) the interpretation of this Plan and any Award Agreement and the meaning, interpretation and applicability of terms referred to in Applicable Law;

(vii) policies, guidelines, rules and regulations relating to and for carrying out this Plan, and any amendment, supplement or rescission thereof, as it may deem appropriate;

(viii) to adopt supplements to, or alternative versions of, this Plan, including, without limitation, as it deems necessary or desirable to comply with the laws of, or to accommodate the tax regime or custom of, foreign jurisdictions whose citizens or residents may be granted Awards;

(ix) the Fair Market Value of the Shares or other securities, property or rights;

(x) the tax track (capital gains, ordinary income track or any other track available under the Section 102 of the Ordinance) for the purpose of 102 Awards;

(xi) the authorization and approval of conversion, substitution, cancellation or suspension under and in accordance with this Plan of any or all Awards or Shares;

(xii) unless otherwise provided under the terms of this Plan, the amendment, modification, waiver or supplement of the terms of any outstanding Award (including, without limitation, reducing the Exercise Price of an Award), *provided*, *however*, that if such amendments increases the Exercise Price of an Award or reduces the number of Shares underlying an Award, then such amendments shall require the consent of the applicable Grantee, unless such amendment is made pursuant to the exercise of rights or authorities in accordance with Section 14;

(xiii) without limiting the generality of the foregoing, and subject to the provisions of Applicable Law, to grant to a Grantee, who is the holder of an outstanding Award, in exchange for the cancellation of such Award, a new Award having an Exercise Price lower than that provided in the Award so canceled and containing such other terms and conditions as the Committee may prescribe in accordance with the provisions of this Plan or to set a new Exercise Price for the same Award lower than that previously provided in the Award;

(xiv) to correct any defect, supply any omission or reconcile any inconsistency in this Plan or any Award Agreement and all other determinations and take such other actions with respect to this Plan or any Award as it may deem advisable to the extent not inconsistent with the provisions of this Plan or Applicable Law; and

(xv) any other matter which is necessary or desirable for, or incidental to, the administration of this Plan and any Award thereunder.

3.4. The authority granted hereunder includes the authority to modify Awards to eligible individuals who are foreign nationals or are individuals who are employed outside Israel or the United States of America of recognize differences in local law, tax policy or custom, in order to effectuate the purposes of this Plan but without amending this Plan.

3.5. The Board and the Committee shall be free at all times to make such determinations and take such actions as they deem fit. The Board and the Committee need not take the same action or determination with respect to all Awards, with respect to certain types of Awards, with respect to all Service Providers or any certain type of Service Providers and actions and determinations may differ as among the Grantees, and as between the Grantees and any other holders of securities of the Corporation.

3.6. All decisions, determinations, and interpretations of the Committee, the Board and the Corporation under this Plan shall be final and binding on all Grantees (whether before or after the issuance of Shares pursuant to Awards), unless otherwise determined by the Committee, the Board or the Corporation, respectively. The Committee shall have the authority (but not the obligation) to determine the interpretation and applicability of Applicable Law to any Grantee or any Awards. No member of the Committee or the Board shall be liable to any Grantee for any action taken or determination made in good faith with respect to this Plan or any Award granted hereunder.

3.7. Any officer or authorized signatory of the Corporation shall have the authority to act on behalf of the Corporation with respect to any matter, right, obligation, determination or election which is the responsibility of or which is allocated to the Corporation herein, provided such person has apparent authority with respect to such matter, right, obligation, determination or election. Such person or authorized signatory shall not be liable to any Grantee for any action taken or determination made in good faith with respect to this Plan or any Award granted hereunder.

4. **ELIGIBILITY**.

Awards may be granted to Service Providers of the Corporation or any Affiliate thereof, taking into account, at the Committee's discretion and without an obligation to do so, the qualification under each tax regime pursuant to which such Awards are granted, subject to the limitation on the granting of Incentive Stock Options set forth in Section 8.1. A person who has been granted an Award hereunder may be granted additional Awards, if the Committee shall so determine, subject to the limitations herein. However, eligibility in accordance with this Section 4 shall not entitle any person to be granted an Award, or, having been granted an Award, to be granted an additional Award.

Awards may differ in number of Shares covered thereby, the terms and conditions applying to them or on the Grantees or in any other respect (including, that there should not be any expectation (and it is hereby disclaimed) that a certain treatment, interpretation or position granted to one shall be applied to the other, regardless of whether or not the facts or circumstances are the same or similar).

5. **SHARES**.

5.1. The maximum aggregate number of Shares that may be issued pursuant to Awards under this Plan (the "**Pool**") shall be the sum of (a) 2,500,000 Shares plus (and without the need to further amend the Plan) (b) on January 1, 2024 and on January 1st of each calendar year thereafter ending on and including January 1, 2033, a number of Shares equal to the lesser of: (i) five percent (5%) of the total number of Shares outstanding as of the end of the last day of the immediately preceding calendar year, and (ii) such smaller amount of Shares as is determined by the Board, if so determined prior to the January 1st of the calendar year in which the increase will occur (in each case, without the need to amend the Plan in case of such determination) (except and as adjusted pursuant to Section 14.1 of this Plan), or such other number as the Board may determine from time to time (without the need to amend the Plan in case of such determination). However, except as adjusted pursuant to Section 14.1, in no event shall more than such number of Shares constituting the Pool, as adjusted in accordance with Section 5.2, be available for issuance pursuant to the exercise of Incentive Stock Options.

5.2. Any Shares under the Pool that are not subject to outstanding or exercised Awards at the termination of this Plan shall cease to be reserved for the purpose of this Plan.

6. **TERMS AND CONDITIONS OF AWARDS**.

Each Award granted pursuant to this Plan shall be evidenced by a written or electronic agreement between the Corporation and the Grantee or a written or electronic notice delivered by the Corporation (the "**Award Agreement**"), in substantially such form or forms and containing such terms and conditions, as the Committee shall from time to time approve. The Award Agreement shall comply with and be subject to the following general terms and conditions and the provisions of this Plan (except for any provisions applying to Awards under different tax regimes), unless otherwise specifically provided in such Award Agreement, or the terms referred to in other Sections of this Plan applying to Awards under such applicable tax regimes, or terms prescribed by Applicable Law. Award Agreements need not be in the same form and may differ in the terms and conditions included therein.

6.1. Number of Shares. Each Award Agreement shall state the number of Shares covered by the Award.

6.2. Type of Award. Each Award Agreement may state the type of Award granted thereunder, provided that the tax treatment of any Award, whether or not stated in the Award Agreement, shall be as determined in accordance with Applicable Law.

6.3. Exercise Price. Each Award Agreement shall state the Exercise Price, if applicable. To the extent required by Applicable Law, if the Shares have a par value, the Exercise Price shall be a consideration not less than such par value (but such consideration may be in such form and in such manner as the Administrator shall determine, or in any of the forms allowed under Applicable Law, including but not limited to, consideration consisting of cash, any tangible or intangible property or any benefit to the Corporation, or any combination thereof). Subject to Sections 3, 7.2 and 8.2 and to the foregoing, the Committee may reduce the Exercise Price of any outstanding Award, on terms and subject to such conditions as it deems advisable. The Exercise Price shall also be subject to adjustment as provided in Section 14 hereof. The Exercise Price of any outstanding Award granted to a Grantee who is subject to U.S. federal income tax shall be determined in accordance with Section 409A of the Code.

6.4. Manner of Exercise. An Award may be exercised, as to any or all Shares as to which the Award has become exercisable, by written notice delivered in person or by mail (or such other methods of delivery prescribed by the Corporation) to the Chief Financial Officer of the Corporation or to such other person as determined by the Committee, or in any other manner as the Committee shall prescribe from time to time, specifying the number of Shares with respect to which the Award is being exercised (which may be equal to or lower than the aggregate number of Shares that have become exercisable at such time, subject to the last sentence of this Section), accompanied by payment of the aggregate Exercise Price for such Shares in the manner specified in the following sentence. The Exercise Price shall be paid in full with respect to each Share, at the time of exercise, either in (i) cash, (ii) if the Corporation's shares of capital stock is listed for trading on any securities exchange or over-the-counter market, and if the Committee so determines, all or part of the Exercise Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Corporation) of an irrevocable direction to a securities broker approved by the Corporation to sell Shares and to deliver all or part of the sales proceeds to the Corporation or the Trustee, (iii) if the Corporation's shares of capital stock is listed for trading on any securities exchange or over-the-counter market, and if the Committee so determines, all or part of the Exercise Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Corporation) of an irrevocable direction to pledge Shares to a securities broker or lender approved by the Corporation, as security for a loan, and to deliver all or part of the loan proceeds to the Corporation or the Trustee, or (iv) in such other manner as the Committee shall determine, which may include procedures for net exercise. The application of net exercise with respect to any 102 Awards shall be subject to obtaining a ruling from the ITA, to the extent required by applicable law.

6.5. Term and Vesting of Awards.

6.5.1. Each Award Agreement shall provide the vesting schedule for the Award as determined by the Committee. The Committee shall have the authority to determine the vesting schedule and accelerate the vesting of any outstanding Award at such time and under such circumstances as it, in its sole discretion, deems appropriate. Unless otherwise resolved by the Committee and stated in the Award Agreement, and subject to Sections 6.6 and 6.7 hereof, Awards shall vest and become exercisable under the following schedule: twenty-five percent (25%) of the Shares covered by the Award, on the first anniversary of the vesting commencement date determined by the Committee (and in the absence of such determination, of date on which such Award was granted), and six and one-quarter percent (6.25%) of the Shares covered by the Award at the end of each subsequent three-month period thereafter over the course of the following three (3) years; provided that the Grantee remains continuously as a Service Provider of the Corporation or its Affiliates throughout such vesting dates.

6.5.2. The Award Agreement may contain performance goals and measurements (which, in case of 102 Trustee Awards, may, if then required, be subject to obtaining a specific tax ruling or determination from the ITA), and the provisions with respect to any Award need not be the same as the provisions with respect to any other Award. Such performance goals may include, but are not limited to, sales, earnings before interest and taxes, return on investment, earnings per share, any combination of the foregoing or rate of growth of any of the foregoing, as determined by the Committee. The Committee may adjust performance goals pursuant to Awards previously granted to take into account changes in law and accounting and tax rules and to make such adjustments as the Committee deems necessary or appropriate to reflect the inclusion or the exclusion of the impact of extraordinary or unusual items, events or circumstances.

6.5.3. The Exercise Period of an Award will be seven years from the date of grant of the Award, unless otherwise determined by the Committee and stated in the Award Agreement, but subject to the vesting provisions described above and the early termination provisions set forth in Sections 6.6 and 6.7 hereof. At the expiration of the Exercise Period, any Award, or any part thereof, that has not been exercised within the term of the Award and the Shares covered thereby not paid for in accordance with this Plan and the Award Agreement shall terminate and become null and void, and all interests and rights of the Grantee in and to the same shall expire.

6.6. Termination.

6.6.1. Unless otherwise determined by the Committee, and subject to Section 6.7 hereof, an Award may not be exercised unless the Grantee is then a Service Provider of the Corporation or an Affiliate thereof or, in the case of an Incentive Stock Option, an employee of a company or a parent or subsidiary company of such company issuing or assuming the Option in a transaction to which Section 424(a) of the Code applies, and unless the Grantee has remained continuously so employed since the date of grant of the Award and throughout the vesting dates.

6.6.2. In the event that the employment or service of a Grantee shall terminate (other than by reason of death, Disability or Retirement), all Awards of such Grantee that are unvested at the time of such termination shall terminate on the date of such termination, and all Awards of such Grantee that are vested and exercisable at the time of such termination may be exercised within up to three (3) months after the date of such termination (or such different period as the Committee shall prescribe), but in any event no later than the date of expiration of the Award's term as set forth in the Award Agreement or pursuant to this Plan; provided, however, that if the Corporation (or the Subsidiary or Affiliate, when applicable) shall terminate the Grantee's employment or service for Cause (as defined below) (whether occurring prior to or after termination of employment or service), all Awards theretofore granted to such Grantee (whether vested or not) shall terminate, unless otherwise determined by the Committee, and any Shares issued upon exercise or (if applicable) vesting of Awards (including other Shares or securities issued or distributed with respect thereto), whether held by the Grantee or by the Trustee for the Grantee's benefit, shall be deemed to be irrevocably offered for sale to the Corporation, any of its Affiliates or any person designated by the Corporation to purchase, at the Corporation's election and subject to Applicable Law, either for no consideration, for the par value of such Shares or against payment of the Exercise Price previously received by the Corporation for such Shares upon their issuance, as the Committee deems fit, upon written notice to the Grantee at any time prior to, at or after the Grantee's termination of employment or service. Such Shares or other securities shall be sold and transferred within 30 days from the date of the Corporation's notice of its election to exercise its right. If the Grantee fails to transfer such Shares or other securities to the Corporation, the Corporation, at the decision of the Committee, shall be entitled to forfeit or repurchase such Shares and to authorize any person to execute on behalf of the Grantee any document necessary to effect such transfer, whether or not the stock certificates are surrendered. The Corporation shall have the right and authority to affect the above either by: (i) repurchasing all of such Shares or other securities held by the Grantee or by the Trustee for the benefit of the Grantee, or designate the purchaser of all or any part of such Shares or other securities, for the Exercise Price paid for such Shares, the par value of such Shares or for no payment or consideration whatsoever, as the Committee deems fit; (ii) forfeiting all or any party of such Shares or other securities; (iii) redeeming all or any party of such Shares or other securities, for the Exercise Price paid for such Shares, the par value of such Shares or for no payment or consideration whatsoever, as the Committee deems fit; (iv) taking action in order to have all or any party of such Shares or other securities converted into deferred shares entitling their holder only to their par value upon liquidation of the Corporation; or (v) taking any other action which may be required in order to achieve similar results; all as shall be determined by the Committee, at its sole and absolute discretion, including the consideration paid (if any, whether for consideration of the Exercise Price paid for such Shares, the par value of such Shares or for no payment or consideration whatsoever), and the Grantee is deemed to irrevocably empower the Corporation or any person which may be designated by it to take any action by, in the name of or on behalf of the Grantee to comply with and give effect to such actions (including, voting, filling in, signing and delivering stock powers, etc.). For clarity, in the event that such Shares are not purchased as set forth above, any subsequent sale or disposition thereof shall be subject to provisions of this Plan, the Charter Documents and any Stockholders Agreements.

6.6.3. Notwithstanding anything to the contrary, the Committee, in its absolute discretion, may, on such terms and conditions as it may determine appropriate, extend the periods for which Awards held by any Grantee may continue to vest and be exercisable; it being clarified that such Awards may lose their entitlement to certain tax benefits under Applicable Law (including, without limitation, qualification of an Award as an Incentive Stock Option) as a result of the modification of such Awards and/or in the event that the Award is exercised beyond the later of: (i) three (3) months after the date of termination of the employment or service relationship; or (ii) the applicable period under Section 6.7 below with respect to a termination of the employment or service relationship because of the death, Disability or Retirement of Grantee.

6.6.4. For purposes of this Plan:

6.6.4.1. A termination of employment or service of a Grantee shall not be deemed to occur (except to the extent required by the Code with respect to the Incentive Stock Option status of an Option) in case of the foregoing clauses: (i) a transition or transfer of a Grantee among the Corporation and its Affiliates, (ii) a change in the capacity in which the Grantee is employed or renders service to the Corporation or any of its Affiliates or a change in the identity of the employing or engagement entity among the Corporation and its Affiliates, provided, in case of (i) and (ii) above, that the Grantee has remained continuously employed by and/or in the service of the Corporation and its Affiliates since the date of grant of the Award and throughout the vesting period; or (iii) if the Grantee takes any unpaid leave as set forth in Section 6.8.

6.6.4.2. An entity or an Affiliate thereof assuming an Award or issuing in substitution thereof in a transaction to which Section 424(a) of the Code applies or in a Merger/Sale in accordance with Section 14 shall be deemed as an Affiliate of the Corporation for purposes of this Section 6.6, unless the Committee determines otherwise.

6.6.4.3. In the case of a Grantee whose principal employer or service recipient is a Subsidiary or Affiliate, the Grantee's employment shall also be deemed terminated for purposes of this Section 6.6 as of the date on which such principal employer or service recipient ceases to be a Subsidiary or Affiliate.

6.6.4.4. The term "**Cause**" shall mean (irrespective of, and in addition to, any definition included in any other agreement or instrument applicable to the Grantee, and unless otherwise determined by the Committee) any of the following: (i) any theft, fraud, embezzlement, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, falsification of any documents or records of the Corporation or any of its Affiliates, felony or similar act by the Grantee (whether or not related to the Grantee's relationship with the Corporation); (ii) an act of moral turpitude by the Grantee, or any act that causes significant injury to, or is otherwise adversely affecting, the reputation, business, assets, operations or business relationship of the Corporation (or a Subsidiary or Affiliate, when applicable); (iii) any breach by the Grantee of any material agreement with or of any material duty of the Grantee to the Corporation or any Subsidiary or Affiliate thereof (including breach of confidentiality, non-disclosure, non-use, non-competition or non-solicitation covenants towards the Corporation or any of its Affiliates) or failure to abide by code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct); (iv) any act which constitutes a breach of a Grantee's fiduciary duty towards the Corporation or an Affiliate or Subsidiary, including disclosure of confidential or proprietary information thereof or acceptance or solicitation to receive unauthorized or undisclosed benefits, irrespective of their nature, or funds, or promises to receive either, from individuals, consultants or corporate entities that the Corporation or a Subsidiary does business with; (v) the Grantee's unauthorized use, misappropriation, destruction, or diversion of any tangible or intangible asset or corporate opportunity of the Corporation or any of its Affiliates (including, without limitation, the improper use or disclosure of confidential or proprietary information); or (vi) any circumstances that constitute grounds for termination for cause under the Grantee's employment or service agreement with the Corporation or Affiliate, to the extent applicable. For the avoidance of doubt, the determination as to whether a termination is for Cause for purposes of this Plan, shall be made in good faith by the Committee and shall be final and binding on the Grantee.

6.7. Death, Disability or Retirement of Grantee.

6.7.1. If a Grantee shall die while employed by, or performing service for, the Corporation or its Affiliates, or within the three (3) month period (or such longer period of time as determined by the Board, in its discretion) after the date of termination of such Grantee's employment or service (or within such different period as the Committee may have provided pursuant to Section 6.6 hereof), or if the Grantee's employment or service shall terminate by reason of Disability, all Awards theretofore granted to such Grantee may (to the extent otherwise vested and exercisable and unless earlier terminated in accordance with their terms) be exercised by the Grantee or by the Grantee's estate or by a person who acquired the legal right to exercise such Awards by bequest or inheritance, or by a person who acquired the legal right to exercise such Awards in accordance with applicable law in the case of Disability of the Grantee, as the case may be, at any time within one (1) year (or such longer period of time as determined by the Committee, in its discretion) after the death or Disability of the Grantee (or such different period as the Committee shall prescribe), but in any event no later than the date of expiration of the Award's term as set forth in the Award Agreement or pursuant to this Plan. In the event that an Award granted hereunder shall be exercised as set forth above by any person other than the Grantee, written notice of such exercise shall be accompanied by a certified copy of letters testamentary or proof satisfactory to the Committee of the right of such person to exercise such Award.

6.7.2. In the event that the employment or service of a Grantee shall terminate on account of such Grantee's Retirement, all Awards of such Grantee that are exercisable at the time of such Retirement may, unless earlier terminated in accordance with their terms, be exercised at any time within the three (3) month period after the date of such Retirement (or such different period as the Committee shall prescribe).

6.8. Suspension of Vesting. Unless the Committee provides otherwise, vesting of Awards granted hereunder shall be suspended during any unpaid leave of absence, other than in the case of any (i) leave of absence which was pre-approved by the Corporation explicitly for purposes of continuing the vesting of Awards, or (ii) transfers between locations of the Corporation or any of its Affiliates, or between the Corporation and any of its Affiliates, or any respective successor thereof. For clarity, for purposes of this Plan, military leave, statutory maternity or paternity leave or sick leave are not deemed unpaid leave of absence, unless otherwise determined by the Committee.

6.9. Securities Law Restrictions. Except as otherwise provided in the applicable Award Agreement or other agreement between the Service Provider and the Corporation, if the exercise of an Award following the termination of the Service Provider's employment or service (other than for Cause) would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act or equivalent requirements under equivalent laws of other applicable jurisdictions, then the Award shall remain exercisable and terminate on the earlier of (i) the expiration of a period of three (3) months (or such longer period of time as determined by the Board, in its discretion) after the termination of the Service Provider's employment or service during which the exercise of the Award would not be in such violation, or (ii) the expiration of the term of the Award as set forth in the Award Agreement or pursuant to this Plan. In addition, unless otherwise provided in a Grantee's Award Agreement, if the sale of any Shares received upon exercise or (if applicable) vesting of an Award following the termination of the Grantee's employment or service (other than for Cause) would violate the Corporation's insider trading policy, then the Award shall terminate on the earlier of (i) the expiration of a period equal to the applicable post-termination exercise period after the termination of the Grantee's employment or service during which the exercise of the Award would not be in violation of the Corporation's insider trading policy, or (ii) the expiration of the term of the Award as set forth in the applicable Award Agreement or pursuant to this Plan.

6.10. Other Provisions. The Award Agreement evidencing Awards under this Plan shall contain such other terms and conditions not inconsistent with this Plan as the Committee may determine, at or after the date of grant, including provisions in connection with the restrictions on transferring the Awards or Shares covered by such Awards, which shall be binding upon the Grantees and any purchaser, assignee or transferee of any Awards, and other terms and conditions as the Committee shall deem appropriate.

7. **NONQUALIFIED STOCK OPTIONS**.

Awards granted pursuant to this Section 7 are intended to constitute Nonqualified Stock Options and shall be subject to the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 7 and the other terms of this Plan, this Section 7 shall prevail. However, if for any reason the Awards granted pursuant to this Section 7 (or portion thereof) does not qualify as an Incentive Stock Option, then, to the extent of such non-qualification, such Option (or portion thereof) shall be regarded as a Nonqualified Stock Option granted under this Plan. In no event will the Board, the Corporation or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an Incentive Stock Option.

7.1. Certain Limitations on Eligibility for Nonqualified Stock Options. Nonqualified Stock Options may not be granted to a Service Provider who is deemed to be a resident of the United States for purposes of taxation or who is otherwise subject to United States federal income tax unless the Shares underlying such Options constitute "service recipient stock" under Section 409A of the Code or unless such Options comply with the payment requirements of Section 409A of the Code.

7.2. Exercise Price. The Exercise Price of a Nonqualified Stock Option shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option unless the Committee specifically indicates that the Awards will have a lower Exercise Price and the Award complies with Section 409A of the Code. Notwithstanding the foregoing, a Nonqualified Stock Option may be granted with an exercise price lower than the minimum exercise price set forth above if such Award is granted pursuant to an assumption or substitution for another option in a manner qualifying under the provisions of that complies with Section 424(a) of the Code or 1.409A-1(b)(5)(v)(D) of the U.S. Treasury Regulations or any successor guidance.

8. **INCENTIVE STOCK OPTIONS**.

Awards granted pursuant to this Section 8 are intended to constitute Incentive Stock Options and shall be granted subject to the following special terms and conditions, the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 8 and the other terms of this Plan, this Section 8 shall prevail.

8.1. Eligibility for Incentive Stock Options. Incentive Stock Options may be granted only to Employees of the Corporation, or to Employees of a Parent or Subsidiary, determined as of the date of grant of such Options. An Incentive Stock Option granted to a prospective Employee upon the condition that such person become an Employee shall be deemed granted effective on the date such person commences employment, with an exercise price determined as of such date in accordance with Section 8.2.

8.2. Exercise Price. The Exercise Price of an Incentive Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of the Shares covered by the Awards on the date of grant of such Option or such other price as may be determined pursuant to the Code. Notwithstanding the foregoing, an Incentive Stock Option may be granted with an exercise price lower than the minimum exercise price set forth above if such Award is granted pursuant to an assumption or substitution for another option in a manner that complies with the provisions of Section 424(a) of the Code.

8.3. Date of Grant. Notwithstanding any other provision of this Plan to the contrary, no Incentive Stock Option may be granted under this Plan after 10 years from the date this Plan is adopted, or the date this Plan is approved by the stockholders, whichever is earlier.

8.4. Exercise Period. No Incentive Stock Option shall be exercisable after the expiration of ten (10) years after the effective date of grant of such Award, subject to Section 8.6. No Incentive Stock Option granted to a prospective Employee may become exercisable prior to the date on which such person commences employment.

8.5. $100,000 Per Year Limitation. The aggregate Fair Market Value (determined as of the date the Incentive Stock Option is granted) of the Shares with respect to which all Incentive Stock Options granted under this Plan and all other "incentive stock option" plans of the Corporation, or of any Parent or Subsidiary, become exercisable for the first time by each Grantee during any calendar year shall not exceed one hundred thousand United States dollars ($100,000) with respect to such Grantee. To the extent that the aggregate Fair Market Value of Shares with respect to which such Incentive Stock Options and any other such incentive stock options are exercisable for the first time by any Grantee during any calendar year exceeds one hundred thousand United States dollars ($100,000), such options shall be treated as Nonqualified Stock Options. The foregoing shall be applied by taking options into account in the order in which they were granted. If the Code is amended to provide for a different limitation from that set forth in this Section 8.5, such different limitation shall be deemed incorporated herein effective as of the date and with respect to such Awards as required or permitted by such amendment to the Code. If an Option is treated as an Incentive Stock Option in part and as a Nonqualified Stock Option in part by reason of the limitation set forth in this Section 8.5, the Grantee may designate which portion of such Option the Grantee is exercising. In the absence of such designation, the Grantee shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Separate certificates representing each such portion may be issued upon the exercise of the Option.

8.6. Ten Percent Stockholder. In the case of an Incentive Stock Option granted to a Ten Percent Stockholder, notwithstanding the foregoing provisions of this Section 8.6, (i) the Exercise Price shall not be less than one hundred and ten percent (110%) of the Fair Market Value of a Share on the date of grant of such Incentive Stock Option, and (ii) the Exercise Period shall not exceed five (5) years from the effective date of grant of such Incentive Stock Option.

8.7. Payment of Exercise Price. Each Award Agreement evidencing an Incentive Stock Option shall state each alternative method by which the Exercise Price thereof may be paid.

8.8. Leave of Absence. Notwithstanding Section 6.8, a Grantee's employment shall not be deemed to have terminated if the Grantee takes any leave as set forth in Section 6.8(i); provided, however, that if any such leave exceeds three (3) months, on the day that is three (3) months following the commencement of such leave any Incentive Stock Option held by the Grantee shall cease to be treated as an Incentive Stock Option and instead shall be treated thereafter as a Nonqualified Stock Option, unless the Grantee's right to return to employment is guaranteed by statute or contract.

8.9. Exercise Following Termination for Disability. Notwithstanding anything else in this Plan to the contrary, Incentive Stock Options that are not exercised within three (3) months following termination of the Grantee's employment with the Corporation or its Parent or Subsidiary or a corporation or a Parent or Subsidiary of such corporation issuing or assuming an Option in a transaction to which Section 424(a) of the Code applies, or within one year in case of termination of the Grantee's employment with the Corporation or its Parent or Subsidiary due to a Disability (within the meaning of Section 22(e)(3) of the Code), shall be deemed to be Nonqualified Stock Options.

8.10. Adjustments to Incentive Stock Options. Any Awards Agreement providing for the grant of Incentive Stock Options shall indicate that adjustments made pursuant to this Plan with respect to Incentive Stock Options could constitute a "modification" of such Incentive Stock Options (as that term is defined in Section 424(h) of the Code) or could cause adverse tax consequences for the holder of such Incentive Stock Options and that the holder should consult with his or her tax advisor regarding the consequences of such "modification" on his or her income tax treatment with respect to the Incentive Stock Option.

8.11. Notice to Corporation of Disqualifying Disposition. Each Grantee who receives an Incentive Stock Option must agree to notify the Corporation in writing immediately after the Grantee makes a Disqualifying Disposition of any Shares received pursuant to the exercise of Incentive Stock Options. A "Disqualifying Disposition" is any disposition (including any sale) of such Shares before the later of (i) two years after the date the Grantee was granted the Incentive Stock Option, or (ii) one year after the date the Grantee acquired Shares by exercising the Incentive Stock Option. If the Grantee dies before such Shares are sold, these holding period requirements do not apply and no disposition of the Shares will be deemed a Disqualifying Disposition.

9. **102 AWARDS**.

Awards granted pursuant to this Section 9 are intended to constitute 102 Awards and shall be granted subject to the following special terms and conditions, the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 9 and the other terms of this Plan, this Section 9 shall prevail.

9.1. Tracks. Awards granted pursuant to this Section 9 are intended to be granted pursuant to Section 102 of the Ordinance pursuant to either (i) Section 102(b)(2) or (3) thereof (as applicable), under the capital gain track ("**102 Capital Gain Track Awards**"), or (ii) Section 102(b)(1) thereof under the ordinary income track ("**102 Ordinary Income Track Awards**", and together with 102 Capital Gain Track Awards, "**102 Trustee Awards**"). 102 Trustee Awards shall be granted subject to the special terms and conditions contained in this Section 9, the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Options under different tax laws or regulations.

9.2. Election of Track. Subject to Applicable Law, the Corporation may grant only one type of 102 Trustee Awards at any given time to all Grantees who are to be granted 102 Trustee Awards pursuant to this Plan, and shall file an election with the ITA regarding the type of 102 Trustee Awards it elects to grant before the date of grant of any 102 Trustee Awards (the "**Election**"). Such Election shall also apply to any other securities, including bonus shares, received by any Grantee as a result of holding the 102 Trustee Awards. The Corporation may change the type of 102 Trustee Awards that it elects to grant only after the expiration of at least 12 months from the end of the year in which the first grant was made in accordance with the previous Election, or as otherwise provided by Applicable Law. Any Election shall not prevent the Corporation from granting Awards, pursuant to Section 102(c) of the Ordinance without a Trustee ("**102 Non-Trustee Awards**").

9.3. Eligibility for Awards.

9.3.1. Subject to Applicable Law, 102 Awards may only be granted to an "employee" within the meaning of Section 102(a) of the Ordinance (which as of the date of the adoption of this Plan means (i) individuals employed by an Israeli company being the Corporation or any of its Affiliates, and (ii) individuals who are serving and are engaged personally (and not through an entity) as "office holders" by such an Israeli company), but may not be granted to a Controlling Stockholder ("**Eligible 102 Grantees**"). Eligible 102 Grantees may receive only 102 Awards, which may either be granted to a Trustee or granted under Section 102 of the Ordinance without a Trustee.

9.4. 102 Award Grant Date.

9.4.1. Each 102 Award will be deemed granted on the date determined by the Committee, subject to Section 9.4.2, provided that (i) the Grantee has signed all documents required by the Corporation or pursuant to Applicable Law, and (ii) with respect to 102 Trustee Award, the Corporation has provided all applicable documents to the Trustee in accordance with the guidelines published by the ITA, and if an agreement is not signed and delivered by the Grantee within 90 days from the date determined by the Committee (subject to Section 9.4.2), then such 102 Trustee Award shall be deemed granted on such later date as such agreement is signed and delivered and on which the Corporation has provided all applicable documents to the Trustee in accordance with the guidelines published by the ITA. In the case of any contradiction, this provision and the date of grant determined pursuant hereto shall supersede and be deemed to amend any date of grant indicated in any corporate resolution or Award Agreement.

9.4.2. Unless otherwise permitted by the Ordinance, any grants of 102 Trustee Awards that are made on or after the date of the adoption of this Plan or an amendment to this Plan, as the case may be, that may become effective only at the expiration of thirty (30) days after the filing of this Plan or any amendment thereof (as the case may be) with the ITA in accordance with the Ordinance shall be conditional upon the expiration of such 30-day period, such condition shall be read and is incorporated by reference into any corporate resolutions approving such grants and into any Award Agreement evidencing such grants (whether or not explicitly referring to such condition), and the date of grant shall be at the expiration of such 30-day period, whether or not the date of grant indicated therein corresponds with this Section. In the case of any contradiction, this provision and the date of grant determined pursuant hereto shall supersede and be deemed to amend any date of grant indicated in any corporate resolution or Award Agreement.

9.5. 102 Trustee Awards.

9.5.1. Each 102 Trustee Award, each Share issued pursuant to the exercise of any 102 Trustee Award, and any rights granted thereunder, including bonus shares, shall be issued to and registered in the name of the Trustee and shall be held in trust for the benefit of the Grantee for the requisite period prescribed by the Ordinance (the "**Required Holding Period**"). In the event that the requirements under Section 102 of the Ordinance to qualify an Award as a 102 Trustee Award are not met, then the Award may be treated as a 102 Non-Trustee Award or 3(i) Award, all in accordance with the provisions of the Ordinance. After expiration of the Required Holding Period, the Trustee may release such 102 Trustee Awards and any such Shares, provided that (i) the Trustee has received an acknowledgment from the ITA that the Grantee has paid any applicable taxes due pursuant to the Ordinance, or (ii) the Trustee and/or the Corporation and/or the Employer withholds all applicable taxes and compulsory payments due pursuant to the Ordinance arising from the 102 Trustee Awards and/or any Shares issued upon exercise or (if applicable) vesting of such 102 Trustee Awards. The Trustee shall not release any 102 Trustee Awards or Shares issued upon exercise or (if applicable) vesting thereof prior to the payment in full of the Grantee's tax and compulsory payments arising from such 102 Trustee Awards and/or Shares or the withholding referred to in (ii) above.

9.5.2. Each 102 Trustee Award shall be subject to the relevant terms of the Ordinance, the Rules and any determinations, rulings or approvals issued by the ITA, which shall be deemed an integral part of the 102 Trustee Awards and shall prevail over any term contained in this Plan or Award Agreement that is not consistent therewith. Any provision of the Ordinance, the Rules and any determinations, rulings or approvals by the ITA not expressly specified in this Plan or Award Agreement that are necessary to receive or maintain any tax benefit pursuant to Section 102 of the Ordinance shall be binding on the Grantee. Any Grantee granted a 102 Trustee Awards shall comply with the Ordinance and the terms and conditions of the trust agreement entered into between the Corporation and the Trustee. The Grantee shall execute any and all documents that the Corporation and/or its Affiliates and/or the Trustee determine from time to time to be necessary in order to comply with the Ordinance and the Rules.

9.5.3. During the Required Holding Period, the Grantee shall not release from trust or sell, assign, transfer or give as collateral, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Trustee Awards and/or any securities issued or distributed with respect thereto, until the expiration of the Required Holding Period. Notwithstanding the above, if any such sale, release or other action occurs during the Required Holding Period it may result in adverse tax consequences to the Grantee under Section 102 of the Ordinance and the Rules, which shall apply to and shall be borne solely by such Grantee. Subject to the foregoing, the Trustee may, pursuant to a written request from the Grantee, but subject to the terms of this Plan, release and transfer such Shares to a designated third party, provided that both of the following conditions have been fulfilled prior to such release or transfer: (i) payment has been made to the ITA of all taxes and compulsory payments required to be paid upon the release and transfer of the Shares, and confirmation of such payment has been received by the Trustee and the Corporation, and (ii) the Trustee has received written confirmation from the Corporation that all requirements for such release and transfer have been fulfilled according to the terms of the Corporation's corporate documents, any agreement governing the Shares, this Plan, the Award Agreement and any Applicable Law.

9.5.4. If a 102 Trustee Award is exercised or (if applicable) vested, the Shares issued upon such exercise or (if applicable) vesting shall be issued in the name of the Trustee for the benefit of the Grantee.

9.5.5. Upon or after receipt of a 102 Trustee Award, if required, the Grantee may be required to sign an undertaking to release the Trustee from any liability with respect to any action or decision duly taken and executed in good faith by the Trustee in relation to this Plan, or any 102 Trustee Awards or Share granted to such Grantee thereunder.

9.6. 102 Non-Trustee Awards. The foregoing provisions of this Section 9 relating to 102 Trustee Awards shall not apply with respect to 102 Non-Trustee Awards, which shall, however, be subject to the relevant provisions of Section 102 of the Ordinance and the applicable Rules. The Committee may determine that 102 Non-Trustee Awards, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Non-Trustee Awards and/or any securities issued or distributed with respect thereto, shall be allocated or issued to the Trustee, who shall hold such 102 Non-Trustee Awards and all accrued rights thereon (if any), in trust for the benefit of the Grantee and/or the Corporation, as the case may be, until the full payment of tax arising from the 102 Non-Trustee Awards, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Non-Trustee Awards and/or any securities issued or distributed with respect thereto. The Corporation may choose, alternatively, to force the Grantee to provide it with a guarantee or other security, to the satisfaction of each of the Trustee and the Corporation, until the full payment of the applicable taxes.

9.7. Written Grantee Undertaking. To the extent and with respect to any 102 Trustee Award, and as required by Section 102 of the Ordinance and the Rules, by virtue of the receipt of such Award, the Grantee is deemed to have provided, undertaken and confirm the following written undertaking (and such undertaking is deemed incorporated into any documents signed by the Grantee in connection with the employment or service of the Grantee and/or the grant of such Award), and which undertaking shall be deemed to apply and relate to all 102 Trustee Awards granted to the Grantee, whether under this Plan or other plans maintained by the Corporation, and whether prior to or after the date hereof.

9.7.1. The Grantee shall comply with all terms and conditions set forth in Section 102 of the Ordinance with regard to the "Capital Gain Track" or the "Ordinary Income Track", as applicable, and the applicable rules and regulations promulgated thereunder, as amended from time to time;

9.7.2. The Grantee is familiar with, and understands the provisions of, Section 102 of the Ordinance in general, and the tax arrangement under the "Capital Gain Track" or the "Ordinary Income Track" in particular, and its tax consequences; the Grantee agrees that the 102 Trustee Awards and Shares that may be issued upon exercise or (if applicable) vesting of the 102 Trustee Awards (or otherwise in relation to the 102 Trustee Awards), will be held by the Trustee appointed pursuant to Section 102 of the Ordinance for at least the duration of the "Holding Period" (as such term is defined in Section 102) under the "Capital Gain Track" or the "Ordinary Income Track", as applicable. The Grantee understands that any release of such 102 Trustee Awards or Shares from trust, or any sale of the Share prior to the termination of the Holding Period, as defined above, will result in taxation at marginal tax rate, in addition to deductions of appropriate social security, health tax contributions or other compulsory payments; and

9.7.3. The Grantee agrees to the trust agreement signed between the Corporation, the Employer and the Trustee appointed pursuant to Section 102 of the Ordinance.

10. **3(i) AWARDS**.

Awards granted pursuant to this Section 10 are intended to constitute 3(i) Awards and shall be granted subject to the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 10 and the other terms of this Plan, this Section 10 shall prevail.

10.1. To the extent required by the Ordinance or the ITA or otherwise deemed by the Committee to be advisable, the 3(i) Awards and/or any shares or other securities issued or distributed with respect thereto granted pursuant to this Plan shall be issued to a Trustee nominated by the Committee in accordance with the provisions of the Ordinance or the terms of a trust agreement, as applicable. In such event, the Trustee shall hold such Awards and/or other securities issued or distributed with respect thereto in trust, until exercised or (if applicable) vested by the Grantee and the full payment of tax arising therefrom, pursuant to the Corporation's instructions from time to time as set forth in a trust agreement, which will have been entered into between the Corporation and the Trustee. If determined by the Board or the Committee, and subject to such trust agreement, the Trustee will also hold the shares issuable upon exercise or (if applicable) vesting of the 3(i) Awards, as long as they are held by the Grantee. If determined by the Board or the Committee, and subject to such trust agreement, the Trustee shall be responsible for withholding any taxes to which a Grantee may become liable upon issuance of Shares, whether due to the exercise or (if applicable) vesting of Awards.

10.2. Shares pursuant to a 3(i) Award shall not be issued, unless the Grantee delivers to the Corporation payment in cash or by bank check or such other form acceptable to the Committee of all withholding taxes due, if any, on account of the Grantee acquired Shares under the Award or gives other assurance satisfactory to the Committee of the payment of those withholding taxes.

11. **RESTRICTED STOCK**.

The Committee may award Restricted Stock to any eligible Grantee, including under Section 102 of the Ordinance. Each Award of Restricted Stock under this Plan shall be evidenced by a written agreement between the Corporation and the Grantee (the "**Restricted Stock Agreement**"), in such form as the Committee shall from time to time approve. The Restricted Stock shall be subject to all applicable terms of this Plan, which in the case of Restricted Stock granted under Section 102 of the Ordinance shall include Section 9 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Stock Agreements entered into under this Plan need not be identical. The Restricted Stock Agreement shall comply with and be subject to Section 6 and the following terms and conditions, unless otherwise specifically provided in such Agreement and not inconsistent with this Plan, or Applicable Law:

11.1. Purchase Price. Section 6.4 shall not apply. Each Restricted Stock Agreement shall state an amount of Exercise Price to be paid by the Grantee, if any, in consideration for the issuance of the Restricted Shares and the terms of payment thereof, which may include payment in cash or, subject to the Committee's approval, by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Committee.

11.2. Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution (in which case they shall be transferred subject to all restrictions then or thereafter applicable thereto), until such Restricted Stock shall have vested (the period from the date on which the Award is granted until the date of vesting of the Restricted Stock thereunder being referred to herein as the "**Restricted Period**"). The Committee may also impose such additional or alternative restrictions and conditions on the Restricted Stock, as it deems appropriate, including the satisfaction of performance criteria (which, in case of 102 Trustee Awards, may be subject to obtaining a specific tax ruling or determination from the ITA). Such performance criteria may include, but are not limited to, sales, earnings before interest and taxes, return on investment, earnings per share, any combination of the foregoing or rate of growth of any of the foregoing, as determined by the Committee or pursuant to the provisions of any Corporation policy required under mandatory provisions of Applicable Law. Certificates for shares issued pursuant to Restricted Stock Awards, if issued, shall bear an appropriate legend referring to such restrictions, and any attempt to dispose of any such shares in contravention of such restrictions shall be null and void and without effect. Such certificates may, if so determined by the Committee, be held in escrow by an escrow agent appointed by the Committee, or, if a Restricted Stock Award is made pursuant to Section 102 of the Ordinance, by the Trustee. In determining the Restricted Period of an Award the Committee may provide that the foregoing restrictions shall lapse with respect to specified percentages of the awarded Restricted Stock on successive anniversaries of the date of such Award. To the extent required by the Ordinance or the ITA, the Restricted Stock issued pursuant to Section 102 of the Ordinance shall be issued to the Trustee in accordance with the provisions of the Ordinance and the Restricted Stock shall be held for the benefit of the Grantee for at least the Required Holding Period.

11.3. Forfeiture; Repurchase. Subject to such exceptions as may be determined by the Committee, if the Grantee's continuous employment with or service to the Corporation or any Affiliate thereof shall terminate for any reason prior to the expiration of the Restricted Period of an Award or prior to the timely payment in full of the Exercise Price of any Restricted Stock, any Shares remaining subject to vesting or with respect to which the purchase price has not been paid in full, shall thereupon be forfeited, transferred to, and redeemed, repurchased or cancelled by, as the case may be, in any manner as set forth in Section 6.6.2(i) through (v), subject to Applicable Law and the Grantee shall have no further rights with respect to such Restricted Stock.

11.4. Ownership. During the Restricted Period the Grantee shall possess all incidents of ownership of such Restricted Stock, subject to Section 6.10 and Section 11.2, including the right to vote and receive dividends with respect to such Shares. All securities, if any, received by a Grantee with respect to Restricted Stock as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be subject to the restrictions applicable to the original Award.

12. **RESTRICTED STOCK UNITS**.

An RSU is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. An RSU may be awarded to any eligible Grantee, including under Section 102 of the Ordinance. The Award Agreement relating to the grant of RSUs under this Plan (the "**Restricted Stock Unit Agreement**"), shall be in such form as the Committee shall from time to time approve. The RSUs shall be subject to all applicable terms of this Plan, which in the case of RSUs granted under Section 102 of the Ordinance shall include Section 9 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Stock Unit Agreements entered into under this Plan need not be identical. RSUs may be granted in consideration of a reduction in the recipient's other compensation.

12.1. Exercise Price. No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Agreement or as required by Applicable Law, and Section 6.4 shall apply, if applicable.

12.2. Stockholders' Rights. The Grantee shall not possess or own any ownership rights in the Shares underlying the RSUs and no rights as a stockholder shall exist prior to the actual issuance of Shares in the name of the Grantee.

12.3. Settlements of Awards. Settlement of vested RSUs shall be made in the form of Shares or cash (in case of 102 Trustee Awards, the settlement shall be made in the form of shares only). Distribution to a Grantee of an amount (or amounts) from settlement of vested RSUs can be deferred to a date after settlement as determined by the Committee. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until the grant of RSUs is settled, the number of Shares underlying such RSUs shall be subject to adjustment pursuant hereto.

12.4. Section 409A Restrictions. Notwithstanding anything to the contrary set forth herein, any RSUs granted under this Plan that are not exempt from the requirements of Section 409A of the Code shall contain such restrictions or other provisions so that such RSUs will comply with the requirements of Section 409A of the Code, if applicable to the Corporation. Such restrictions, if any, shall be determined by the Committee and contained in the Restricted Stock Unit Agreement evidencing such RSU. For example, such restrictions may include a requirement that any Shares that are to be issued in a year following the year in which the RSU vests must be issued in accordance with a fixed, pre-determined schedule.

13. **OTHER SHARE OR SHARE-BASED AWARDS**.

13.1. The Committee may grant other Awards under this Plan pursuant to which Shares (which may, but need not, be Restricted Stock pursuant to Section 11 hereof), cash (in settlement of Share-based Awards) or a combination thereof, are or may in the future be acquired or received, or Awards denominated in stock units, including units valued on the basis of measures other than market value.

13.2. The Committee may also grant stock appreciation rights without the grant of an accompanying option, which rights shall permit the Grantees to receive, at the time of any exercise of such rights, cash equal to the amount by which the Fair Market Value of the Shares in respect to which the right was granted is so exercised exceeds the exercise price thereof. The exercise price of any such stock appreciation right granted to a Grantee who is subject to U.S. federal income tax shall be determined in compliance with Section 7.2.

13.3. Such other Share-based Awards as set forth above may be granted alone, in addition to, or in tandem with any Award of any type granted under this Plan (without any obligation or assurance that that such Share-based Awards will be entitled to tax benefits under Applicable Law or to the same tax treatment as other Awards under this Plan).

14. **EFFECT OF CERTAIN CHANGES**.

14.1. General.

14.1.1. In the event of a division or subdivision of the outstanding capital stock of the Corporation, any distribution of bonus shares (stock split), consolidation or combination of capital stock of the Corporation (reverse stock split), reclassification with respect to the Shares or any similar recapitalization events (each, a "**Recapitalization**"), a merger (including, a reverse merger and a reverse triangular merger), consolidation, amalgamation or like transaction of the Corporation with or into another corporation, a reorganization (which may include a combination or exchange of shares, spin-off or other corporate divestiture or division, or other similar occurrences, the Committee shall have the authority to make, without the need for a consent of any holder of an Award, such adjustments as determined by the Committee to be appropriate, in its discretion, in order to adjust (i) the number and class of shares reserved and available for grants of Awards, (ii) the number and class of shares covered by outstanding Awards, (iii) the Exercise Price per share covered by any Award, (iv) the terms and conditions concerning vesting and exercisability and the term and duration of the outstanding Awards, (v) the type or class of security, asset or right underlying the Award (which need not be only that of the Corporation, and may be that of the surviving corporation or any affiliate thereof or such other entity party to any of the above transactions), and (vi) any other terms of the Award that in the opinion of the Committee should be adjusted. Any fractional shares resulting from such adjustment shall be treated as determined by the Committee, and in the absence of such determination shall be rounded to the nearest whole share, and the Corporation shall have no obligation to make any cash or other payment with respect to such fractional shares. No adjustment shall be made by reason of the distribution of subscription rights or rights offering to outstanding shares or other issuance of shares by the Corporation, unless the Committee determines otherwise. The adjustments determined pursuant to this Section 14.1 (including a determination that no adjustment is to be made) shall be final, binding and conclusive.

14.1.2. Notwithstanding anything to the contrary included herein, in the event of a distribution of cash dividend by the Corporation to all holders of Shares, the Committee shall have the authority to determine, without the need for a consent of any holder of an Award, that the Exercise Price of any Award, which is outstanding and unexercised on the record date of such distribution, shall be reduced by an amount equal to the per Share gross dividend amount distributed by the Corporation, and the Committee may determine that the Exercise Price following such reduction shall be not less than the par value of a Share. The application of this Section with respect to any 102 Awards shall be subject to obtaining a ruling from the ITA, to the extent required by applicable law and subject to the terms and conditions of any such ruling.

14.2. Merger/Sale of Corporation. In the event of (i) a sale of all or substantially all of the assets of the Corporation, or a sale (including an exchange) of all or substantially all of the capital stock of the Corporation, to any person, or a purchase by a stockholder of the Corporation or by an Affiliate of such stockholder, of all the shares of the Corporation held by all or substantially all other stockholders or by other stockholders who are not Affiliated with such acquiring party; (ii) a merger (including, a reverse merger and a reverse triangular merger), consolidation, amalgamation or like transaction of the Corporation with or into another corporation; (iii) a scheme of arrangement for the purpose of effecting such sale, merger, consolidation, amalgamation or other transaction; (iv) approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation, (v) Change in Board Event, or (vi) such other transaction or set of circumstances that is determined by the Board, in its discretion, to be a transaction subject to the provisions of this Section 14.2 excluding any of the foregoing transactions in clauses (i) through (iv) if the Board determines that such transaction should be excluded from the definition hereof and the applicability of this Section 14.2 (such transaction, a "**Merger/Sale**"), then, without derogating from the general authority and power of the Board or the Committee under this Plan, without the Grantee's consent and action and without any prior notice requirement, the Committee may make any determination as to the treatment of Awards, in its sole and absolute discretion, as provided herein:

14.2.1. Unless otherwise determined by the Committee, any Award then outstanding shall be assumed or be substituted by the Corporation, or by the successor corporation in such Merger/Sale or by any parent or Affiliate thereof, as determined by the Committee in its discretion (the "**Successor Corporation**"), under terms as determined by the Committee or the terms of this Plan applied by the Successor Corporation to such assumed or substituted Awards.

For the purposes of this Section 14.2.1, the Award shall be considered assumed or substituted if, following a Merger/Sale, the Award confers on the holder thereof the right to purchase or receive, for each Share underlying an Award immediately prior to the Merger/Sale, either (i) the consideration (whether shares or other securities, cash or other property, or rights, or any combination thereof) distributed to or received by holders of Shares in the Merger/Sale for each Share held on the effective date of the Merger/Sale (and if holders were offered a choice or several types of consideration, the type of consideration as determined by the Committee, which need not be the same type for all Grantees), or (ii) regardless of the consideration received by the holders of Shares in the Merger/Sale, solely shares or any type of Awards (or their equivalent) of the Successor Corporation at a value to be determined by the Committee in its discretion, or a certain type of consideration (whether shares or other securities, cash or other property, or rights, or any combination thereof) as determined by the Committee. Any of the consideration referred to in the foregoing clauses (i) and (ii) shall be subject to the same vesting and expiration terms of the Awards applying immediately prior to the Merger/Sale, unless determined by the Committee, in its discretion, that the consideration shall be subject to different vesting and expiration terms, or other terms, and the Committee may determine that it be subject to other or additional terms. The foregoing shall not limit the Committee's authority to determine that in lieu of such assumption or substitution of Awards for Awards of the Successor Corporation, such Award will be substituted for shares or other securities, cash or other property, or rights, or any combination thereof, including as set forth in Section 14.2.2 hereunder.

14.2.2. Regardless of whether or not Awards are assumed or substituted, the Committee may (but shall not be obligated to):

14.2.2.1. provide for the Grantee to have the right to exercise the Award in respect of Shares covered by the Award which would otherwise be exercisable or vested, under such terms and conditions as the Committee shall determine, and the cancellation of all unexercised Awards (whether vested or unvested) upon or immediately prior to the closing of the Merger/Sale, unless the Committee provides for the Grantee to have the right to exercise the Award, or otherwise for the acceleration of vesting of such Award, as to all or part of the Shares covered by the Award which would not otherwise be exercisable or vested, under such terms and conditions as the Committee shall determine;

14.2.2.2. provide for the cancellation of each outstanding Award at or immediately prior to the closing of such Merger/Sale, and if and to the extent payment shall be made to the Grantee of an amount in shares or other securities of the Corporation, the acquirer or of a corporation or other business entity which is a party to the Merger/Sale, cash or other property, or rights, or any combination thereof, as determined by the Committee to be fair in the circumstances, and subject to such terms and conditions as determined by the Committee. The Committee shall have full authority to select the method for determining the payment (being the intrinsic ("spread") value of the option, Black-Scholes model or any other method). *Inter alia*, and without limitation of the following determination being made in other circumstances, the Committee's determination may provide that payment shall be set to zero if the value of the Shares is determined to be less than the Exercise Price, or in respect of Shares covered by the Award which would not otherwise be exercisable or vested, or that payment may be made only in excess of the Exercise Price; and/or

14.2.2.3. provide that the terms of any Award shall be otherwise amended, modified or terminated, as determined by the Committee to be fair in the circumstances.

14.2.3. The Committee may determine: (i) that any payments made in respect of Awards shall be made or delayed to the same extent that payment of consideration to the holders of the Shares in connection with the Merger/Sale is made or delayed as a result of escrows, indemnification, earn outs, holdbacks or any other contingencies or conditions; (ii) the terms and conditions applying to the payment made or payable to the Grantees, including participation in escrow, indemnification, releases, earn-outs, holdbacks or any other contingencies; and (iii) that any terms and conditions applying under the applicable definitive transaction agreements shall apply to the Grantees (including, appointment and engagement of a stockholders or sellers representative, payment of fees or other costs and expenses associated with such services, indemnifying such representative, and authorization to such representative within the scope of such representative's authority in the applicable definitive transaction agreements).

14.2.4. The Committee may determine to suspend the Grantee's rights to exercise any vested portion of an Award for a period of time prior to the signing or consummation of a Merger/Sale transaction.

14.2.5. Without limiting the generality of this Section 14, if the consideration in exchange for Awards in a Merger/Sale includes any securities and due receipt thereof by any Grantee (or by the Trustee for the benefit of such Grantee) may require under applicable law (i) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (ii) the provision to any Grantee of any information under the Securities Act or any other securities laws, then the Committee may determine that the Grantee shall be paid in lieu thereof, against surrender of the Shares or cancellation of any other Awards, an amount in cash or other property, or rights, or any combination thereof, as determined by the Committee to be fair in the circumstances, and subject to such terms and conditions as determined by the Committee. Nothing herein shall entitle any Grantee to receive any form of consideration that such Grantee would be ineligible to receive as a result of such Grantee's failure to satisfy (in the Committee's sole determination) any condition, requirement or limitation that is generally applicable to the Corporation's stockholders, or that is otherwise applicable under the terms of the Merger/Sale, and in such case, the Committee shall determine the type of consideration and the terms applying to such Grantees.

14.2.6. Neither the authorities and powers of the Committee under this Section 14.2, nor the exercise or implementation thereof, shall (i) be restricted or limited in any way by any adverse consequences (tax or otherwise) that may result to any holder of an Award, and (ii) as, *inter alia*, being a feature of the Award upon its grant, be deemed to constitute a change or an amendment of the rights of such holder under this Plan, nor shall any such adverse consequences (as well as any adverse tax consequences that may result from any tax ruling or other approval or determination of any relevant tax authority) be deemed to constitute a change or an amendment of the rights of such holder under this Plan, and may be effected without consent of any Grantee and without any liability to the Corporation or its Affiliates, or to their respective officers, directors, employees and representatives, and the respective successors and assigns of any of the foregoing. The Committee need not take the same action with respect to all Awards or with respect to all Service Providers. The Committee may take different actions with respect to the vested and unvested portions of an Award. The Committee may determine an amount or type of consideration to be received or distributed in a Merger/Sale which may differ as among the Grantees, and as between the Grantees and any other holders of shares of capital stock of the Corporation.

14.2.7. The Committee may determine that upon a Merger/Sale any Shares held by Grantees (or for Grantee's benefit) are sold in accordance with instructions issued by the Committee in connection with such Merger/Sale, which shall be final, conclusive and binding on all Grantees.

14.2.8. All of the Committee's determinations pursuant to this Section 14 shall be at its sole and absolute discretion, and shall be final, conclusive and binding on all Grantees (including, for clarity, as it relates to Shares issued upon exercise or vesting of any Awards or that are Awards, unless otherwise determined by the Committee) and without any liability to the Corporation or its Affiliates, or to their respective officers, directors, employees, stockholders and representatives, and the respective successors and assigns of any of the foregoing, in connection with the method of treatment, chosen course of action or determinations made hereunder.

14.2.9. If determined by the Committee, the Grantees shall be subject to the definitive agreement(s) in connection with the Merger/Sale as applying to holders of Shares including, such terms, conditions, representations, undertakings, liabilities, limitations, releases, indemnities, appointing and indemnifying stockholders/sellers representative, participating in transaction expenses, stockholders/sellers representative expense fund and escrow arrangement, in each case as determined by the Committee. Each Grantee shall execute (and authorizes any person designated by the Corporation to so execute, as well as (if applicable) the Trustee holding any Shares for the Grantee's behalf) such separate agreement(s) or instruments as may be requested by the Corporation, the Successor Corporation or the acquirer in connection with such in such Merger/Sale or otherwise under or for the purpose of implementing this Section 14.2, and in the form required by them. The execution of such separate agreement(s) may be a condition to the receipt of assumed or substituted Awards, payment in lieu of the Award, the exercise of any Award or otherwise to be entitled to benefit from shares or other securities, cash or other property, or rights, or any combination thereof, pursuant to this Section 14.2 (and the Corporation (and, if applicable, the Trustee) may exercise its authorization above and sign such agreement on behalf of the Grantee or subject the Grantee to the provisions of such agreements).

14.3. Reservation of Rights. Except as expressly provided in this Section 14 (if any), the Grantee of an Award hereunder shall have no rights by reason of any Recapitalization of shares of any class, any increase or decrease in the number of shares of any class, or any dissolution, liquidation, reorganization (which may include a combination or exchange of shares, spin-off or other corporate divestiture or division, or other similar occurrences), or Merger/Sale. Any issue by the Corporation of shares of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number, type or price of shares subject to an Award. The grant of an Award pursuant to this Plan 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 structures or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or part of its business or assets or engage in any similar transactions.

15. **NON-TRANSFERABILITY OF AWARDS; SURVIVING BENEFICIARY**.

15.1. All Awards granted under this Plan by their terms shall not be transferable, other than by will or by the laws of descent and distribution, unless otherwise determined by the Committee or under this Plan, provided that with respect to Shares issued upon exercise, Shares issued upon the vesting of Awards or Awards that are Shares, the restrictions on transfer shall be the restrictions referred to in Section 16 (Conditions upon Issuance of Shares) hereof. Subject to the above provisions, the terms of such Award, this Plan and any applicable Award Agreement shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Grantee. Awards may be exercised or otherwise realized, during the lifetime of the Grantee, only by the Grantee or by his guardian or legal representative, to the extent provided for herein. Any transfer of an Award not permitted hereunder (including transfers pursuant to any decree of divorce, dissolution or separate maintenance, any property settlement, any separation agreement or any other agreement with a spouse) and any grant of any interest in any Award to, or creation in any way of any direct or indirect interest in any Award by, any party other than the Grantee shall be null and void and shall not confer upon any party or person, other than the Grantee, any rights. A Grantee may file with the Committee a written designation of a beneficiary, who shall be permitted to exercise such Grantee's Award or to whom any benefit under this Plan is to be paid, in each case, in the event of the Grantee's death before he or she fully exercises his or her Award or receives any or all of such benefit, on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Grantee, the executor or administrator of the Grantee's estate shall be deemed to be the Grantee's beneficiary. Notwithstanding the foregoing, upon the request of the Grantee and subject to Applicable Law the Committee, at its sole discretion, may permit the Grantee to transfer the Award to a trust whose beneficiaries are the Grantee and/or the Grantee's immediate family members (all or several of them).

15.2. Notwithstanding any other provisions of the Plan to the contrary, no Incentive Stock Option may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or in accordance with a beneficiary designation pursuant to Section 15.1. Further, all Incentive Stock Options granted to a Grantee shall be exercisable during his or her lifetime only by such Grantee.

15.3. As long as the Shares are held by the Trustee in favor of the Grantee, all rights possessed by the Grantee over the Shares are personal, and may not be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

15.4. If and to the extent a Grantee is entitled to transfer an Award and/or Shares underlying an Award in accordance with the terms of the Plan and any other applicable agreements, such transfer shall be subject (in addition, to any other conditions or terms applying thereto) to receipt by the Corporation from such proposed transferee of a written instrument, on a form reasonably acceptable to the Corporation, pursuant to which such proposed transferee agrees to be bound by all provisions of the Plan and any other applicable agreements, including without limitation, any restrictions on transfer of the Award and/or Shares set forth herein (however, failure to so deliver such instrument to the Corporation as set forth above shall not derogate from all such provisions applying on any transferee).

15.5. The provisions of this Section 15 shall apply to the Grantee and to any purchaser, assignee or transferee of any Shares.

16. **CONDITIONS UPON ISSUANCE OF SHARES; GOVERNING PROVISIONS**.

16.1. Legal Compliance. The grant of Awards and the issuance of Shares upon exercise or settlement of Awards shall be subject to compliance with all Applicable Law as determined by the Corporation, including, applicable requirements of federal, state and foreign law with respect to such securities. The Corporation shall have no obligations to issue Shares pursuant to the exercise or settlement of an Award and Awards may not be exercised or settled, if the issuance of Shares upon exercise or settlement would constitute a violation of any Applicable Law as determined by the Corporation, including, applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award may be exercised unless (i) a registration statement under the Securities Act or equivalent law in another jurisdiction shall at the time of exercise or settlement of the Award be in effect with respect to the shares issuable upon exercise of the Award, or (ii) in the opinion of legal counsel to the Corporation, the shares issuable upon exercise of the Award may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act or equivalent law in another jurisdiction. The inability of the Corporation to obtain authority from any regulatory body having jurisdiction, if any, deemed by the Corporation to be necessary to the lawful issuance and sale of any Shares hereunder, and the inability to issue Shares hereunder due to non-compliance with any Corporation policies with respect to the sale of Shares, shall relieve the Corporation of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority or compliance shall not have been obtained or achieved. As a condition to the exercise of an Award, the Corporation may require the person exercising such Award to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any Applicable Law or regulation and to make any representation or warranty with respect thereto as may be requested by the Corporation, including to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, all in form and content specified by the Corporation.

16.2. Provisions Governing Shares. Shares issued pursuant to an Award shall be subject to this Plan (unless otherwise determined by the Committee), and shall be subject to the Charter Documents, any limitation, restriction or obligation included in any Stockholder Agreement applicable to all or substantially all of the holders of shares (regardless of whether or not the Grantee is a formal party to such stockholders agreement), any other governing documents of the Corporation, all policies, manuals and internal regulations adopted by the Corporation from time to time, in each case, as may be amended from time to time, including any provisions included therein concerning restrictions or limitations on disposition of Shares (such as, but not limited to, right of first refusal and lock up/market stand-off) or grant of any rights with respect thereto, forced sale and bring along/drag along provisions, any provisions concerning restrictions on the use of inside information and other provisions deemed by the Corporation to be appropriate in order to ensure compliance with Applicable Law. Each Grantee shall execute (and authorizes any person designated by the Corporation to so execute, as well as (if applicable) the Trustee holding any Shears for the Grantee's behalf) such separate agreement(s) as may be requested by the Corporation relating to matters set forth in or otherwise for the purpose of implementing this Section 16.2. The execution of such separate agreement(s) may be a condition by the Corporation to the exercise of any Award and the Corporation (and, if applicable, the Trustee) may exercise its authorization above and sign such agreement on behalf of the Grantee or subject the Grantee to the provisions of such agreements.

16.3. Share Purchase Transactions; Forced Sale. In the event that the Board approves a Merger/Sale effected by way of a forced or compulsory sale (whether pursuant to Applicable Law, the Charter Documents or any Stockholders Agreements or otherwise) or in the event of a transaction for the sale of all shares of the Corporation, then, without derogating from such provisions and in addition thereto, the Grantee shall be obligated, and shall be deemed to have agreed to the offer to effect the Merger/Sale (and the Shares held by or for the benefit of the Grantee shall be included in the shares of the Corporation approving the terms of such Merger/Sale for the purpose of satisfying the required majority), and shall sell all of the Shares held by or for the benefit of the Grantee on the terms and conditions applying to the holders of Shares, in accordance with the instructions then issued by the Board, whose determination shall be final. No Grantee shall contest, bring any claims or demands, or exercise any appraisal or dissenters' rights related to any of the foregoing. Each Grantee shall execute (and authorizes any person designated by the Corporation to so execute, as well as (if applicable) the Trustee holding any Shares for the Grantee's behalf) such documents and agreements, as may be requested by the Corporation relating to matters set forth in or otherwise for the purpose of implementing this Section 16.3. The execution of such separate agreement(s) may be a condition by the Corporation to the exercise of any Award and the Corporation (and, if applicable, the Trustee) may exercise its authorization above and sign such agreement on behalf of the Grantee or subject the Grantee to the provisions of such agreements.

16.4. Data Privacy; Data Transfer. Information related to Grantees and Awards hereunder, as shall be received from Grantee or others, and/or held by, the Corporation or its Affiliates from time to time, and which information may include sensitive and personal information related to Grantees ("**Information**"), will be used by the Corporation or its Affiliates (or third parties appointed by any of them, including the Trustee) to comply with any applicable legal requirement, or for administration of the Plan as they deems necessary or advisable, or for the respective business purposes of the Corporation or its Affiliates (including in connection with transactions related to any of them). The Corporation and its Affiliates shall be entitled to transfer the Information among the Corporation or its Affiliates, and to third parties for the purposes set forth above, which may include persons located abroad (including, any person administering the Plan or providing services in respect of the Plan or in order to comply with legal requirements, or the Trustee, their respective officers, directors, employees and representatives, and the respective successors and assigns of any of the foregoing), and any person so receiving Information shall be entitled to transfer it for the purposes set forth above. The Corporation shall use commercially reasonable efforts to ensure that the transfer of such Information shall be limited to the reasonable and necessary scope. By receiving an Award hereunder, Grantee acknowledges and agrees that the Information is provided at Grantee's free will and Grantee consents to the storage and transfer of the Information as set forth above.

17. **MARKET STAND-OFF**

17.1. In connection with any underwritten public offering of equity securities of the Corporation pursuant to an effective registration statement filed under the Securities Act or equivalent law in another jurisdiction, the Grantee shall not directly or indirectly, without the prior written consent of the Corporation or its underwriters, (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Shares or other Awards, any securities of the Corporation (whether or not such Shares were acquired under this Plan), or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Shares or securities of the Corporation and any other shares or securities issued or distributed in respect thereto or in substitution thereof (collectively, "**Securities**"), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such transaction described in the foregoing clauses (i) or (ii) is to be settled by delivery of Securities, in cash or otherwise. The foregoing provisions of this Section 17.1 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. Such restrictions (the "**Market Stand-Off**") shall be in effect for such period of time (the "**Market Stand-Off Period**"): (A) following the first public filing of the registration statement relating to the underwritten public offering until the expiration of up to 180 days following the effective date of such registration statement relating to the Corporation's public offering; or (B) such other period as shall be requested by the Corporation or the underwriters. Notwithstanding anything herein to the contrary, if the underwriter(s) and the Corporation agree on a termination date of the Market Stand-Off Period in the event of failure to consummate a certain public offering, then such termination shall apply also to the Market Stand-Off Period hereunder with respect to that particular public offering.

17.2. In the event of a subdivision of the outstanding share capital of the Corporation, the distribution of any securities (whether or not of the Corporation), whether as bonus shares or otherwise, and whether as dividend or otherwise, a recapitalization, a reorganization (which may include a combination or exchange of shares or a similar transaction affecting the Corporation's outstanding securities without receipt of consideration), a consolidation, a spin-off or other corporate divestiture or division, a reclassification or other similar occurrence, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off.

17.3. In order to enforce the Market Stand-Off, the Corporation may impose stop-transfer instructions with respect to the Shares acquired under this Plan until the end of the applicable Market Stand-Off period.

17.4. The underwriters in connection with a registration statement so filed are intended third party beneficiaries of this Section 17 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Grantee shall execute such separate agreement(s) as may be requested by the Corporation or the underwriters in connection with such registration statement and in the form required by them, relating to Market Stand-Off (which need not be identical to the provisions of this Section 17, and may include such additional provisions and restrictions as the underwriters deem advisable) or that are necessary to give further effect thereto. The execution of such separate agreement(s) may be a condition by the Corporation to the exercise of any Award.

17.5. Without derogating from the above provisions of this Section 17 or elsewhere in this Plan, the provisions of this Section 17 shall apply to the Grantee and the Grantee's heirs, legal representatives, successors, assigns, and to any purchaser, assignee or transferee of any Awards or Shares.

18. **AGREEMENT REGARDING TAXES; DISCLAIMER**.

18.1. If the Corporation shall so require, as a condition of exercise or (if applicable) vesting of an Award, the release of Shares by the Trustee or the expiration of the Restricted Period, a Grantee shall agree that, no later than the date of such occurrence, the Grantee will pay to the Corporation (or the Trustee, as applicable) or make arrangements satisfactory to the Corporation and the Trustee (if applicable) regarding payment of any applicable taxes and compulsory payments of any kind required by Applicable Law to be withheld or paid.

18.2. TAX LIABILITY. ALL TAX CONSEQUENCES UNDER ANY APPLICABLE LAW WHICH MAY ARISE FROM THE GRANT OF ANY AWARDS OR THE EXERCISE OR (IF APPLICABLE) VESTING THEREOF, THE SALE OR DISPOSITION OF ANY SHARES GRANTED HEREUNDER OR ISSUED UPON EXERCISE OR (IF APPLICABLE) THE VESTING OF ANY AWARD, THE ASSUMPTION, SUBSTITUTION, CANCELLATION OR PAYMENT IN LIEU OF AWARDS OR FROM ANY OTHER ACTION IN CONNECTION WITH THE FOREGOING (INCLUDING WITHOUT LIMITATION ANY TAXES AND COMPULSORY PAYMENTS, SUCH AS SOCIAL SECURITY OR HEALTH TAX PAYABLE BY THE GRANTEE OR THE CORPORATION IN CONNECTION THEREWITH) SHALL BE BORNE AND PAID SOLELY BY THE GRANTEE, AND THE GRANTEE SHALL INDEMNIFY THE CORPORATION, ITS SUBSIDIARIES AND AFFILIATES AND THE TRUSTEE, AND SHALL HOLD THEM HARMLESS AGAINST AND FROM ANY LIABILITY FOR ANY SUCH TAX OR PAYMENT OR ANY PENALTY, INTEREST OR INDEXATION THEREON. EACH GRANTEE AGREES TO, AND UNDERTAKES TO COMPLY WITH, ANY RULING, SETTLEMENT, CLOSING AGREEMENT OR OTHER SIMILAR AGREEMENT OR ARRANGEMENT WITH ANY TAX AUTHORITY IN CONNECTION WITH THE FOREGOING WHICH IS APPROVED BY THE CORPORATION.

18.3. NO TAX ADVICE. THE GRANTEE IS ADVISED TO CONSULT WITH A TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING, EXERCISING OR DISPOSING OF AWARDS HEREUNDER. THE CORPORATION DOES NOT ASSUME ANY RESPONSIBILITY TO ADVISE THE GRANTEE ON SUCH MATTERS, WHICH SHALL REMAIN SOLELY THE RESPONSIBILITY OF THE GRANTEE.

18.4. TAX TREATMENT. THE CORPORATION AND ITS AFFILIATES (INCLUDING THE EMPLOYER) DO NOT UNDERTAKE OR ASSUME ANY LIABILITY OR RESPONSIBILITY TO THE EFFECT THAT ANY AWARD SHALL QUALIFY WITH ANY PARTICULAR TAX REGIME OR RULES APPLYING TO PARTICULAR TAX TREATMENT, OR BENEFIT FROM ANY PARTICULAR TAX TREATMENT OR TAX ADVANTAGE OF ANY TYPE AND THE CORPORATION AND ITS AFFILIATES (INCLUDING THE EMPLOYER) SHALL BEAR NO LIABILITY IN CONNECTION WITH THE MANNER IN WHICH ANY AWARD IS TREATED FOR TAX PURPOSES, REGARDLESS OF WHETHER THE AWARD WAS GRANTED OR WAS INTENDED TO QUALIFY UNDER ANY PARTICULAR TAX REGIME OR TREATMENT. THIS PROVISION SHALL SUPERSEDE ANY TYPE OF AWARDS OR TAX QUALIFICATION INDICATED IN ANY CORPORATE RESOLUTION OR AWARD AGREEMENT, WHICH SHALL AT ALL TIMES BE SUBJECT TO THE REQUIREMENTS OF APPLICABLE LAW. THE CORPORATION AND ITS AFFILIATES (INCLUDING THE EMPLOYER) DO NOT UNDERTAKE AND SHALL NOT BE REQUIRED TO TAKE ANY ACTION IN ORDER TO QUALIFY ANY AWARD WITH THE REQUIREMENT OF ANY PARTICULAR TAX TREATMENT AND NO INDICATION IN ANY DOCUMENT TO THE EFFECT THAT ANY AWARD IS INTENDED TO QUALIFY FOR ANY TAX TREATMENT SHALL IMPLY SUCH AN UNDERTAKING. THE CORPORATION AND ITS AFFILIATES (INCLUDING THE EMPLOYER) DO NOT UNDERTAKE TO REPORT FOR TAX PURPOSES ANY AWARD IN ANY PARTICULAR MANNER, INCLUDING IN ANY MANNER CONSISTENT WITH ANY PARTICULAR TAX TREATMENT. NO ASSURANCE IS MADE BY THE CORPORATION OR ANY OF ITS AFFILIATES (INCLUDING THE EMPLOYER) THAT ANY PARTICULAR TAX TREATMENT ON THE DATE OF GRANT WILL CONTINUE TO EXIST OR THAT THE AWARD WOULD QUALIFY AT THE TIME OF EXERCISE, VESTING OR DISPOSITION THEREOF WITH ANY PARTICULAR TAX TREATMENT. THE CORPORATION AND ITS AFFILIATES (INCLUDING THE EMPLOYER) SHALL NOT HAVE ANY LIABILITY OR OBLIGATION OF ANY NATURE IN THE EVENT THAT AN AWARD DOES NOT QUALIFY FOR ANY PARTICULAR TAX TREATMENT, REGARDLESS WHETHER THE CORPORATION COULD HAVE OR SHOULD HAVE TAKEN ANY ACTION TO CAUSE SUCH QUALIFICATION TO BE MET AND SUCH QUALIFICATION REMAINS AT ALL TIMES AND UNDER ALL CIRCUMSTANCES AT THE RISK OF THE GRANTEE. THE CORPORATION DOES NOT UNDERTAKE OR ASSUME ANY LIABILITY TO CONTEST A DETERMINATION OR INTERPRETATION (WHETHER WRITTEN OR UNWRITTEN) OF ANY TAX AUTHORITIES, INCLUDING IN RESPECT OF THE QUALIFICATION UNDER ANY PARTICULAR TAX REGIME OR RULES APPLYING TO PARTICULAR TAX TREATMENT. IF THE AWARDS DO NOT QUALIFY UNDER ANY PARTICULAR TAX TREATMENT IT COULD RESULT IN ADVERSE TAX CONSEQUENCES TO THE GRANTEE.

18.5. The Corporation or any Subsidiary or Affiliate (including the Employer) may take such action as it may deem necessary or appropriate, in its discretion, for the purpose of or in connection with withholding of any taxes and compulsory payments which the Trustee, the Corporation or any Subsidiary or Affiliate (including the Employer) (or any applicable agent thereof) is required by any Applicable Law to withhold in connection with any Awards, including, without limitations, any income tax, social benefits, social insurance, health tax, pension, payroll tax, fringe benefits, excise tax, payment on account or other tax-related items related to the Participant's participation in the Plan and applicable by law to the Participant (collectively, "**Withholding Obligations**"). Such actions may include (i) requiring a Grantees to remit to the Corporation or the Employer in cash an amount sufficient to satisfy such Withholding Obligations and any other taxes and compulsory payments, payable by the Corporation or the Employer in connection with the Award or the exercise or (if applicable) the vesting thereof; (ii) subject to Applicable Law, allowing the Grantees to surrender Shares to the Corporation, in an amount that at such time, reflects a value that the Committee determines to be sufficient to satisfy such Withholding Obligations; (iii) withholding Shares otherwise issuable upon the exercise of an Award at a value which is determined by the Corporation to be sufficient to satisfy such Withholding Obligations; or (iv) any combination of the foregoing. The Corporation shall not be obligated to allow the exercise or vesting of any Award by or on behalf of a Grantee until all tax consequences arising therefrom are resolved in a manner acceptable to the Corporation.

18.6. Each Grantee shall notify the Corporation in writing promptly and in any event within ten (10) days after the date on which such Grantee first obtains knowledge of any tax authority inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Awards granted or received hereunder or Shares issued thereunder and shall continuously inform the Corporation of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Corporation and its representatives to participate in any proceedings and discussions concerning such matters. Upon request, a Grantee shall provide to the Corporation any information or document relating to any matter described in the preceding sentence, which the Corporation, in its discretion, requires.

18.7. With respect to 102 Non-Trustee Options, if the Grantee ceases to be employed by the Corporation, Parent, Subsidiary or any Affiliate (including the Employer), the Grantee shall extend to the Corporation and/or the Employer a security or guarantee for the payment of taxes due at the time of sale of Shares, all in accordance with the provisions of Section 102 of the Ordinance and the Rules.

18.8. If a Grantee makes an election under Section 83(b) of the Code to be taxed with respect to an Award as of the date of transfer of Shares rather than as of the date or dates upon which the Grantee would otherwise be taxable under Section 83(a) of the Code, such Grantee shall deliver a copy of such election to the Corporation upon or prior to the filing such election with the U.S. Internal Revenue Service. Neither the Corporation nor any Affiliate (including the Employer) shall have any liability or responsibility relating to or arising out of the filing or not filing of any such election or any defects in its construction.

19. **RIGHTS AS A STOCKHOLDER; VOTING AND DIVIDENDS**.

19.1. Subject to Section 11.4, a Grantee shall have no rights as a stockholder of the Corporation with respect to any Shares covered by an Award until the Grantee shall have exercised or (as applicable) vests in the Award, paid any Exercise Price therefor and becomes the record holder of the subject Shares. In the case of 102 Awards, the Trustee shall have no rights as a stockholder of the Corporation with respect to the Shares covered by such Award until the Trustee becomes the record holder for such Shares for the Grantee's benefit, and the Grantee shall not be deemed to be a stockholder and shall have no rights as a stockholder of the Corporation with respect to the Shares covered by the Award until the date of the release of such Shares from the Trustee to the Grantee and the transfer of record ownership of such Shares to the Grantee (provided, however, that the Grantee shall be entitled to receive from the Trustee any cash dividend or distribution made on account of the Shares held by the Trustee for such Grantee's benefit, subject to any tax withholding and compulsory payment). No adjustment shall be made for dividends (ordinary or extraordinary, whether in shares or other securities, cash or other property, or rights, or any combination thereof) or distribution of other rights for which the record date is prior to the date on which the Grantee or Trustee (as applicable) becomes the record holder of the Shares covered by an Award, except as provided in Section 14 hereof.

19.2. With respect to all Awards issued in the form of Shares hereunder or upon the exercise or (if applicable) the vesting of Awards hereunder, any and all voting rights attached to such Shares shall be subject to Section 6.10, and the Grantee shall be entitled to receive dividends distributed with respect to such Shares, subject to the provisions of the Charter Documents and any Stockholders Agreement, as amended from time to time, and subject to any Applicable Law.

19.3. The Corporation may, but shall not be obligated to, register or qualify the sale of Shares under any applicable securities law or any other Applicable Law.

20. **NO REPRESENTATION BY CORPORATION**.

By granting the Awards, the Corporation is not, and shall not be deemed as, making any representation or warranties to the Grantee regarding the Corporation, its business affairs, its prospects or the future value of its Shares and such representations and warranties are hereby disclaimed. The Corporation shall not be required to provide to any Grantee any information, documents or material in connection with the Grantee's considering an exercise of an Award. To the extent that any information, documents or materials are provided, the Corporation shall have no liability with respect thereto. Any decision by a Grantee to exercise an Award shall solely be at the risk of the Grantee.

21. **NO RETENTION RIGHTS**.

Nothing in this Plan, any Award Agreement or in any Award granted or agreement entered into pursuant hereto shall confer upon any Grantee the right to continue in the employ of, or be in the service of the Corporation or any Subsidiary or Affiliate thereof as a Service Provider or to be entitled to any remuneration or benefits not set forth in this Plan or such agreement, or to interfere with or limit in any way the right of the Corporation or any such Subsidiary or Affiliate to terminate such Grantee's employment or service (including, any right of the Corporation or any of its Affiliates to immediately cease the Grantee's employment or service or to shorten all or part of the notice period, regardless of whether notice of termination was given by the Corporation or its Affiliates or by the Grantee). Awards granted under this Plan shall not be affected by any change in duties or position of a Grantee, subject to Sections 6.6 through 6.8. No Grantee shall be entitled to claim and the Grantee hereby waives any claim against the Corporation or any Subsidiary or Affiliate that he or she was prevented from continuing to vest Awards as of the date of termination of his or her employment with, or services to, the Corporation or any Subsidiary or Affiliate. No Grantee shall be entitled to any compensation in respect of the Awards which would have vested had such Grantee's employment or engagement with the Corporation (or any Subsidiary or Affiliate) not been terminated.

22. PERIOD DURING WHICH AWARDS MAY BE GRANTED.

Awards may be granted pursuant to this Plan from time to time within a period of ten (10) years from the Effective Date, which period may be extended from time to time by the Board. From and after such date (as extended) no grants of Awards may be made and this Plan shall continue to be in full force and effect with respect to Awards or Shares issued thereunder that remain outstanding.

23. **AMENDMENT OF THIS PLAN AND AWARDS**.

23.1. The Board at any time and from time to time may suspend, terminate, modify or amend this Plan, whether retroactively or prospectively. Any amendment effected in accordance with this Section shall be binding upon all Grantees and all Awards, whether granted prior to or after the date of such amendment, and without the need to obtain the consent of any Grantee. No termination or amendment of this Plan shall affect any then outstanding Award unless expressly provided by the Board.

23.2. Subject to changes in Applicable Law that would permit otherwise, without the approval of the Corporation's stockholders, there shall be (i) no increase in the maximum aggregate number of Shares that may be issued under this Plan as Incentive Stock Options (except by operation of the provisions of Section 14.1), (ii) no change in the class of persons eligible to receive Incentive Stock Options, and (iii) no other amendment of this Plan that would require approval of the Corporation's stockholders under any Applicable Law. Unless not permitted by Applicable Law, if the grant of an Award is subject to approval by stockholders, the date of grant of the Award shall be determined as if the Award had not been subject to such approval. Failure to obtain approval by the stockholders shall not in any way derogate from the valid and binding effect of any grant of an Award that is not an Incentive Stock Option.

23.3. The Board or the Committee at any time and from time to time may modify or amend any Award theretofore granted, including any Award Agreement, whether retroactively or prospectively.

24. **APPROVAL**.

24.1. This Plan shall take effect upon its adoption by the Board (the "**Effective Date**").

24.2. Solely with respect to grants of Incentive Stock Options, this Plan shall also be subject to stockholders' approval, within one year of the Effective Date, by a majority of the votes cast on the proposal at a meeting or a written consent of stockholders (however, if the grant of an Award is subject to approval by stockholders, the date of grant of the Award shall be determined as if the Award had not been subject to such approval). Failure to obtain such approval by the stockholders within such period shall not in any way derogate from the valid and binding effect of any grant of an Award, except that any Options previously granted under this Plan may not qualify as Incentive Stock Options but, rather, shall constitute Nonqualified Stock Options. Upon approval of this Plan by the stockholders of the Corporation as set forth above, all Incentive Stock Options granted under this Plan on or after the Effective Date shall be fully effective as if the stockholders of the Corporation had approved this Plan on the Effective Date.

24.3. 102 Awards are conditional upon the filing with or approval by the ITA, if required, as set forth in Section 9. Failure to so file or obtain such approval shall not in any way derogate from the valid and binding effect of any grant of an Award, which is not a 102 Award.

25. **RULES PARTICULAR TO SPECIFIC COUNTRIES; SECTION 409A**.

25.1. Notwithstanding anything herein to the contrary, the terms and conditions of this Plan may be supplemented or amended with respect to a particular country or tax regime by means of an appendix to this Plan, and to the extent that the terms and conditions set forth in any appendix conflict with any provisions of this Plan, the provisions of such appendix shall govern. Terms and conditions set forth in such appendix shall apply only to Awards granted to Grantees under the jurisdiction of the specific country or such other tax regime that is the subject of such appendix and shall not apply to Awards issued to a Grantee not under the jurisdiction of such country or such other tax regime. The adoption of any such appendix shall be subject to the approval of the Board or the Committee, and if determined by the Committee to be required in connection with the application of certain tax treatment, pursuant to applicable stock exchange rules or regulations or otherwise, then also the approval of the stockholders of the Corporation at the required majority.

25.2. This Section 25.2 shall only apply to Awards granted to Grantees who are subject to United States Federal income tax.

25.2.1 It is the intention of the Corporation that no Award shall be deferred compensation subject to Section 409A of the Code unless and to the extent that the Committee specifically determines otherwise as provided in Section 25.2.2, and the Plan and the terms and conditions of all Awards shall be interpreted and administered accordingly.

25.2.2 The terms and conditions governing any Awards that the Committee determines will be subject to Section 409A of the Code, including any rules for payment or elective or mandatory deferral of the payment or delivery of Shares or cash pursuant thereto, and any rules regarding treatment of such Awards in the event of a Change in Control, shall be set forth in the applicable Award Agreement and shall be intended to comply in all respects with Section 409A of the Code, and the Plan and the terms and conditions of such Awards shall be interpreted and administered accordingly.

25.2.3 The Corporation shall have complete discretion to interpret and construe the Plan and any Award Agreement in any manner that establishes an exemption from (or compliance with) the requirements of Section 409A of the Code. If for any reason, such as imprecision in drafting, any provision of the Plan and/or any Award Agreement does not accurately reflect its intended establishment of an exemption from (or compliance with) Code Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Section 409A of the Code and shall be interpreted by the Corporation in a manner consistent with such intent, as determined in the discretion of the Corporation. If, notwithstanding the foregoing provisions of this Section 25.2.3, any provision of the Plan or any such agreement would cause a Grantee to incur any additional tax or interest under Section 409A of the Code, the Corporation may reform such provision in a manner intended to avoid the incurrence by such Grantee of any such additional tax or interest; provided that the Corporation shall maintain, to the extent reasonably practicable, the original intent and economic benefit to the Grantee of the applicable provision without violating the provisions of Section 409A of the Code. For the avoidance of doubt, no provision of this Plan shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from any Grantee or any other individual to the Corporation or any of its affiliates, employees or agents.

25.2.4 Notwithstanding any other provision in the Plan, any Award Agreement, or any other written document establishing the terms and conditions of an Award, if any Grantee is a "specified employee," within the meaning of Section 409A of the Code, as of the date of his or her "separation from service" (as defined under Section 409A of the Code), then, to the extent required by Treasury Regulation Section 1.409A-3(i)(2) (or any successor provision), any payment made to such Grantee on account of his or her separation from service shall not be made before a date that is six months after the date of his or her separation from service. The Committee may elect any of the methods of applying this rule that are permitted under Treasury Regulation Section 1.409A-3(i)(2)(ii) (or any successor provision).

25.2.5 Notwithstanding any other provision of this Section 25.2 to the contrary, although the Corporation intends to administer the Plan so that Awards will be exempt from, or will comply with, the requirements of Section 409A of the Code, the Corporation does not warrant that any Award under the Plan will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local, or non-United States law. The Corporation shall not be liable to any Grantee for any tax, interest, or penalties the Grantee might owe as a result of the grant, holding, vesting, exercise, or payment of any Award under the Plan.

26. **GOVERNING LAW; JURISDICTION**.

This Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Israel, except with respect to matters that are subject to tax laws, regulations and rules of any specific jurisdiction, which shall be governed by the respective laws, regulations and rules of such jurisdiction. Certain definitions, which refer to laws other than the laws of such jurisdiction, shall be construed in accordance with such other laws. The competent courts located in Tel-Aviv-Jaffa, Israel shall have exclusive jurisdiction over any dispute arising out of or in connection with this Plan and any Award granted hereunder. By signing any Award Agreement or any other agreement relating to an Award, each Grantee irrevocably submits to such exclusive jurisdiction.

27. **NON-EXCLUSIVITY OF THIS PLAN**.

The adoption of this Plan shall not be construed as creating any limitations on the power or authority of the Corporation to adopt such other or additional incentive or other compensation arrangements of whatever nature as the Corporation may deem necessary or desirable or preclude or limit the continuation of any other plan, practice or arrangement for the payment of compensation or fringe benefits to employees generally, or to any class or group of employees, which the Corporation or any Affiliate now has lawfully put into effect, including any retirement, pension, savings and stock purchase plan, insurance, death and disability benefits and executive short-term or long-term incentive plans.

28. **MISCELLANEOUS**.

28.1. Survival. The Grantee shall be bound by and the Shares issued upon exercise or (if applicable) the vesting of any Awards granted hereunder shall remain subject to this Plan after the exercise or (if applicable) the vesting of Awards, in accordance with the terms of this Plan, whether or not the Grantee is then or at any time thereafter employed or engaged by the Corporation or any of its Affiliates.

28.2. Additional Terms. Each Award awarded under this Plan may contain such other terms and conditions not inconsistent with this Plan as may be determined by the Committee, in its sole discretion.

28.3. Fractional Shares. No fractional Share shall be issuable upon exercise or vesting of any Award and the number of Shares to be issued shall be rounded down to the nearest whole Share, with any Share remaining at the last vesting date due to such rounding to be issued upon exercise at such last vesting date.

28.4. Severability. If any provision of this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction. In addition, if any particular provision contained in this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall for any reason be held to be excessively broad as to duration, geographic scope, activity or subject, it shall be construed by limiting and reducing such provision as to such characteristic so that the provision is enforceable to fullest extent compatible with Applicable Law as it shall then appear.

28.5. Captions and Titles. The use of captions and titles in this Plan or any Award Agreement or any other agreement entered into in connection with an Award is for the convenience of reference only and shall not affect the meaning or interpretation of any provision of this Plan or such agreement.

* * *

Exhibit 10.5

Employment Agreement

Made and executed in Ramat Gan on the 23th day of February, 2023

Between: **ViewBix Ltd., Company Reg. No. 513801464**
Of 11 Menachem Begin Rd., Ramat Gan
(Hereinafter: the "**Company**")

The first party;

And between: **Amihay Hadad, ID. No. 034142505**
Of 16/84 HaCarmel St., Rehovot
(Hereinafter: the "**Manager**")

The second party;

Whereas: The Manager was employed by GIX INTERNET Ltd. ("**GIX INTERNET**") as of October 1, 2018 (the "**Original Employment Commencement Date**") as CFO, in accordance with the provisions set forth in the employment agreement that was signed between the Manager and GIX INTERNET (in its former name, ALGOMIZER Ltd.) on July 1, 2018 as amended from time to time (the "**Original Employment Agreement**");

And whereas: As of January 30, 2020 the Manager also acts as the permanent CEO of GIX INTERNET;

And whereas: Within the framework of a restructuring in GIX Group (hereinafter: the "**GIX Group**"), on September 19, 2022 a reverse triangular merger was completed in the subsidiaries of GIX INTERNET in which, *inter alia*, the entire online advertising activities of the Group will be concentrated under the activity of the subsidiary of GIX INTERNET, ViewBix Inc., which is a stock exchange company in the OTCQB Venture Market in the United States (hereinafter: "**ViewBix**").

And whereas: The Manager and the Company agreed that the Manager shall terminate his employment in GIX INTERNET and shall start his employment by the Company, in the position of CEO of the Company, and shall maintain the continuity of his rights and his seniority as of the Original Employment Commencement Date (as hereinabove defined);

And whereas: The Manager and the Company agreed that this Employment Agreement shall replace and shall come in lieu of the Original Employment Agreement and shall enter into force as of September 19, 2022 (the "**Determining Date**");

And whereas: The competent organs of the Company granted their approval to the terms of the employment as stated in this Agreement in accordance with the law;

Therefore, it is Declared, Stipulated and Agreed between the Parties as Follows:

Preamble

1. The preamble hereto shall be deemed an integral part of this Agreement.

2. The headings of the sections will serve for the purpose of orientation and convenience only and will not serve for the purpose of interpreting the Agreement.

Exclusive Agreement

3. This Agreement is an individual and exclusive agreement that defines and regulates exclusively the industrial relations between the Company and the Manager. The entire terms of employment of the Manager and the rights of the Manager granted by the Company shall be solely those defined in this Agreement unless otherwise stated expressly herein.

The position and scope of employment

4. The Manager shall be employed by the Company for an unlimited period, in accordance with the provisions and terms set forth in this Employment Agreement. The employment commencement date of the Manager, his position and direct superior are as stated in **Appendix A** attached hereto.

5. The Manager is employed by the Company in a full-time job scope as required for the purpose of filling his position. It is hereby agreed that the Manager shall select a day in which he shall leave earlier at 14:30 for the purpose of spending time with his family.

6. The Manager is employed in a senior executive position that requires a special degree of personal trust, as meant by these terms in the Hours of Work and Rest Law 5711-1951 (the "**Hours of Work and Rest Law**"). Therefore, the provisions of the Hours of Work and Rest Law shall not apply to the terms of employment of the Manager. The Manager declares that he is aware that he will be required to work after the customary hours of work, including in late hours and on Saturdays and holidays, and the Manager shall not be entitled to any additional consideration for the work during the said hours. The Manager declares that the financial implications of this provision were taken into consideration by the parties for the purpose of setting the consideration as stated in **Appendix A** hereunder and in connection with the Manager's decision to engage in this Agreement.

7. The weekly rest day shall be Saturday.

8. The Manager is aware and the Manager agrees that the performance of the position might require frequent trips in and outside the country.

Termination of the Manager's employment

9. Each of the parties shall be entitled to terminate this Agreement at any time, after delivery of advance notice, as stated in **Appendix A** hereunder and subject to the provisions set forth in any law.

10. Without prejudice to the obligation to deliver advance notice as stated in section 9 above, the Manager undertakes to continue and work for the Company during the advance notice period as stated in this Agreement, unless the Company waived the Manager's employment, in whole or in part, by delivery of a prior and written notice in connection therewith. To the extent that the Company announced such waiver as said, the Company shall be entitled, at its sole discretion, to pay to the Manager consideration in lieu of advance notice, in whole or in part, according to circumstances, for an amount equal to the salary that would have been paid to the Manager during the advance notice period in which the Company waived the employment of the Manager as said, together with the amount of the social-benefit payments that the Manager is entitled to in accordance with this Agreement, and terminate employer-employee relationship forthwith.

11. If the Manager resigns from the Company without delivery of advance notice as stated in section 9 above, by signing this Agreement the Manager agrees that the Company shall be entitled, at its sole discretion, to offset from any amount due from the Company to the Manager an amount up to the amount of the salary paid to the Manager and that the Manager was entitled to during the advance notice period that the Manager did not provide to the Company as required in accordance with the provisions of section 9 above, as liquidated damages agreed between the parties and without proof of damage by the Company.

    For the avoidance of doubt, it is hereby clarified that the provisions of this section shall be without prejudice to any other remedy or relief the Company may seek in accordance with the provisions set forth in any law.

12. Notwithstanding the provisions of section 9 above, and without prejudice to its rights in accordance with this Agreement or in accordance with the provisions set forth in any law, the Company shall be entitled to terminate the employment of the Manager without advance notice or payment of consideration in lieu of advance notice, if one of the following events holds true: (a) breach of the duty of trust by the Manager; causing deliberate damage to the property of the Company; or engaging in a competing activity or any breach of the provisions of **Appendix B** of this Agreement, and on the condition that with respect to the breach of **Appendix B** of this Agreement, the Manager failed to cure the breach (to the extent that the breach can be cured) in 14 days as of the date of receiving written notice from the Company; or (b) a fundamental breach of any of the provisions set forth in this Agreement, and on the condition that the Manager failed to cure the breach (to the extent that the breach can be cured) in 14 days as of the date of receiving written notice from the Company; or (c) the Manager was convicted of an offense involving moral turpitude, or was involved in sexual harassment at the time the Manager was employed in the Company; or (d) the Manager put himself knowingly in an actual conflict of interests against the interests of the Company; or (e) any other circumstances according to which it is possible to terminate the employment of an employee in accordance with the law without delivery of advance notice.

    If the Company notified the Manager regarding the termination of his employment under the circumstances described above, the Company shall pay to the Manager his salary, including all related social-benefit payments, in respect of the period the Manager was actually employed by the Company and until the termination date of his employment.

13. In any event of termination of the Agreement, for any reason, the Manager shall cooperate with the Company and shall endeavor to the best of his ability to assist in the organized transfer of his position in the Company and provide organized on-the-job training to his substitute or substitutes in the position, in the manner as instructed to the Manager by the Company. In addition, the Manager shall return to the Company the entire property of the Company held by the Manager no later than the termination of employer-employee relationship or in 14 days as of the date the Manager received a demand to that effect from the Company, including the entire documents, information and any other materials that reached the Manager and/or that was prepared by the Manager in connection with his employment (and any copy thereof) and/or any property that reached his possession during the term of his employment in the Company in accordance with the Agreement, and all in proper condition as delivered to the Manager. The Manager shall have no right of lien in the assets of the Company, in the equipment or in any other property of the Company held by the Manager.

Salary and terms of employment

14. The Manager shall be entitled to the salary and the fringe benefits as stated in **Appendix A** of this Agreement.

Protection of confidentiality, non-competition, and assignment of intellectual property

15. Concurrently with signing this Agreement, the Manager will sign an Undertaking of Confidentiality, Non-Competition and Assignment of Intellectual Property, attached hereto as **Appendix B**. The provisions of **Appendix B** shall survive even after the termination of this Agreement for any reason.

    For the avoidance of doubt, it is clarified that the undertaking of the Manager as stated in **Appendix B** shall be without prejudice to any prior undertaking of the Manager, including in accordance with the provisions of the Original Employment Agreement with respect to the matters regulated under **Appendix B**.

Representations and undertakings of the Manager

The Manager hereby declares and undertakes as follows:

16. The Manager possesses the competence, skills and knowledge that are required for the purpose of filling the position in accordance with this Agreement, and shall fill the Position in a dedicated and devoted manner and shall apply his entire skills, knowledge and experience for the benefit of the Company.

17. The Manager is not bound by any agreement or another undertaking that limits the Manager or that prevents his employment by the Company and the performance of his undertakings in accordance with this Agreement. By signing this Agreement the Manager does not breach, will not breach and is not in a conflict of interests with: (1) the rights of his previous employers or his undertakings towards the said employers; or (2) his undertakings under any other document to which the Manager is a party or that binds the Manager.

18. The Manager will notify the Company, immediately after becoming aware of the said, of any matter or issue in which the Manager or his first-degree relative have or might have personal interest or that might give rise to a conflict of interests with his position and work in the Company.

19. The Manager will not receive any benefit from any third party, whether directly or indirectly, in connection with his employment. If the Manager breached his undertaking as said, the benefit or its value shall become the exclusive property of the Company, and the Manager hereby grants to the Company permission to deduct the value of the benefit from any amount due to the Company from the Manager. The provisions of this section shall not apply to gifts or benefit of inconsequential value.

20. Within the framework of his position the Manager shall not act contrary to the signatory rights of the Company.

21. When filling his position the Manager shall dedicate his entire time, attention, competence and energy exclusively for the purpose of performing his obligations in the Company and undertakes not to engage, whether as an employee or in any other manner, in any business, commercial or professional activity whether or not for consideration, during the term of his employment, without obtaining the prior and written approval of the Company. The provisions of this section shall be without prejudice to the undertakings of the Manager as described in **Appendix B** attached hereto.

Using the computers of the Company and personal data

22. The Manager agrees and declares that he will use the computers of the Company (including, but not limited to, and to the extent that the Manager received such equipment, a desktop computer/laptop of the Company, hardware, software, a professional email account and a mobile phone (hereinafter jointly the "**Company Computers**") solely for the purpose of filling his position and in accordance with the procedures of the Company as amended from time to time. The Company Computers are the exclusive property of the Company. Subject to the procedures of the Company for the purpose of this matter, and without prejudice to his undertakings and the performance of his position in accordance with this Agreement, the Manager shall be entitled to make reasonable private use of the Company Computers, provided that the Manager shall not be entitled to store private files in the Company Computers (except for private directories that will be visibly marked as such and except for in the mobile phone) and may not store files of the Company in private means of storage. Notwithstanding the said it is clarified that the professional email account provided to the Manager by the Company is designated solely for work purposes (hereinafter: the "**Professional Email Account**"). The Manager shall be entitled to use external email services (such as Gmail) for his private uses.

23. The Manager is aware and the Manager agrees that: (1) the Company might permit to other employees and third parties to use the Company Computers, except for the Manager's mobile phone; (2) for the purpose of protecting the Company Computers and for the purpose of protecting the legitimate interests of the Company, the Company shall be entitled to monitor the use the Manager makes with the Company Computers and/or the Company Systems (as hereinafter defined) including the content that was transferred or saved in such systems as said, and copy, transfer or disclose any content that was transferred by or stored on the Company Computers and/or the Company Systems, and these shall be admissible in legal proceedings, and all in accordance with the procedures of the Company as amended from time to time and in accordance with the provisions set forth in any law.

    The "**Company Systems**" for the purpose of these sections shall include, in addition to the Company Computers, also computer systems, communication systems and networks, internet servers, data storage systems in a cloud environment or other data storage systems, an electromechanical database or software that are under the direct or indirect control of the Manager, whether directly or indirectly.

24. The Manager declares that he is aware and the Manager agrees that for the current operations of the Company and for the purpose of protecting its legitimate business interests: (i) during the period the Manager is absent from work for a period exceeding 30 days, as a result of, however not limited to, leave, illness, military reserve duty or other circumstances, or (ii) upon termination of employer-employee relationship between the parties, for any reason, the Company shall have access to the entire Company Computers and the Company Systems that were made available to the Manager or that are used/were used by the Manager within the framework of his position or in connection with filling his position, including the Professional Email Account and all work files or files related to the work, and the Company shall be entitled to inspect their content subject to the provisions set forth in any law. For the purpose of avoiding inspection of personal information, the Manager shall not save any personal information in the Company Computers or in the Company Systems, except for in private directories that were marked visibly by the Manager as such and in the manner as stated above.

    Upon termination of the Manager's employment for any reason the Manager, in coordination with the representative of the Company who will be appointed by the Board of Directors of the Company, shall delete any personal information that the Manager saved as stated above, from the entire Company Computers and the Company Systems.

25. The consent of the Manager to the said in sections 22-24 above and in sections 26 hereunder constitutes consent in accordance with the provisions of section 1 of the Protection of Privacy Law 5741-1981.

26. The Manager is aware and the Manager agrees out of his own free will, and without any requirement in accordance with the law, that specific personal data regarding the Manager (such as the Manager contact information, personal status, salary, information relating to the bank account etc.) (hereinafter: the "**Personal Data**") might be saved and managed by the Company or anyone acting on its behalf, *inter alia*, in databases in accordance with the provisions set forth in any law. The Company shall be entitled to transfer the Personal Data to third parties, including to pension funds, insurance companies, suppliers etc., including outside Israel, on the condition that: (a) such a transfer as said shall be performed for the purpose of observing the provisions of any relevant law or for the purpose of the business conducted by the Company (including any transactions in connection therewith); (b) no Personal Data exceeding the required and reasonable scope shall be transferred; (c) the party that is the recipient of the Personal Data shall undertake towards the Company, to the extent that this is possible and relevant, that it shall keep the privacy of the Personal Data in a level that shall not fall below the level observed by the Company with respect to the Personal Data.

Miscellaneous

27. This Agreement including Appendixes thereof constitutes the entire conditions agreed between the parties hereto in connection with industrial relations maintained between the Manager and the Company. Any prior agreement, offer, understanding, communication, content of conversations, securities, undertakings and arrangement, whether verbal or written, to the extent that there are any, and made between the parties in connection with the terms of employment of the Manager and that are not stated expressly herein, including the Original Employment Agreement, shall be null and void and shall not add to the obligations and the rights set out in this Agreement or stemming therefrom, provided that the aforesaid shall be without prejudice to the rights of the Manager in connection with the term of his employment in the Company until the Determining Date. Any matter that was not arranged expressly under this Agreement shall be in accordance with the law.

28. Any modification or addition to this Agreement shall be null and void unless executed in writing and signed by the parties.

29. For the avoidance of doubt, it is agreed that the payments as stated in this Agreement constitute the entire payments and the consideration that the Manager is entitled to and/or shall be entitled to receive from the Company at the time and/or in connection with his employment in the Company and his undertakings under this Agreement and/or in connection with the termination of his employment, unless otherwise agreed in writing between the parties. The Company shall not be obligated to make any payment and/or pay any other or additional consideration in connection with the Manager's employment as said unless otherwise stated expressly in this Agreement.

30. The Agreement shall be governed by the laws of the State of Israel. The competent courts/tribunals in the city of Tel Aviv - Yafo shall have exclusive jurisdiction in anything relating to and arising out of this Agreement or in connection therewith.

31. This Agreement shall come in lieu of a notice to the Manager in accordance with the provisions of the Notice to an Employee and a Prospective Employee (Terms of Employment and Screening and Recruitment to Work Procedures) Law, 5762 – 2002. The provisions of this Agreement shall be without prejudice to any right granted to the Manager by virtue of any law, extension order or collective agreement regarding his terms of his employment.

Notices

32. Any notice that a party to this Agreement wishes to deliver to the other party in connection with this Agreement and anything associated therewith shall be delivered in registered mail, by email or in person to the addresses as stated in the preamble to this Agreement or any other address as notified by a party to the other party. A notice shall be deemed to have reached its recipient: if delivered in registered mail – 4 business days after its delivery; if transmitted by email – one business day after its delivery, provided that the server produced an automatic proof of delivery confirming that the message reached its recipient; and if delivered in person – at the time of its delivery, provided that a proof of delivery was provided.

The Manager declares that: (1) he read and understood clearly the entire provisions set forth in this Agreement including Appendixes thereof; (2) the Manager was afforded a reasonable opportunity to consultant with third parties, including an attorney; (3) the signature of the Manager on this Agreement including Appendixes thereof is made out of his full will and consent.

And in witness hereof the parties are hereby undersigned:

/s/ Yoram Baumann	*/s/ Amihay Hadad*
The Company Yoram Baumann Chairman of the Board	**The Manager**

Appendix A – Terms of employment

1. **Employment commencement date, position and superior** – the employment commencement date of the Manager was on the Original Employment Commencement Date by GIX INTERNET. As of the Determining Date, the Manager shall be employed by the Company in the position of CEO of the Company, in full-time job scope. The Manager shall report directly to the Board of Directors of the Company.

2. **Advance notice** – the engagement shall be terminated subject to delivery of a 90 days' prior and written notice of each of the parties to the other party.

3. **Salary** – as of December 1, 2022 the gross monthly salary of the Manager shall be in the amount of ILS 50,000 (the "**Salary**"). The Salary shall be paid in the beginning of each month, however no later than 9 days as of the beginning of the month. Any payment or benefit that are granted to the Manager under this Appendix, except for the Salary, shall not be deemed as a component in the determining Salary of the Manager, and shall not be taken into consideration for the purpose of calculating social-benefit payments, including for the purpose of calculating severance pay.

4. One-time bonus – the Manager shall be entitled to a special and one-time bonus for extraordinary work during the merger that was performed in the GIX Group, in the amount of ILS 50,000 gross. The bonus shall be paid to the Manager in the first Salary that will be paid to the Manager shortly after the signing of this Agreement. If the Manager is entitled to an annual bonus for meeting the targets as stated hereunder for the year 2023, the amount of the one-time bonus shall be offered from the amount the Manager is entitled to for meeting the targets in the year 2023.

5. **Annual bonus for meeting targets** – according to the compensation policy of the GIX Group, and the approval of its competent organs, the Manager shall be entitled to an annual bonus based on targets for an amount that shall not exceed 6 salaries for each year, according to the following information:

Target	Bonus amount
Financial target Adjusted EBITDA [1]	For each increase with relation to the Adjusted EBITDA* in the year that preceded it according to the audited financial statements of the Company, the Manager shall be entitled to payment at a rate of 5% of the total increase, that shall be paid in cash or by the issue of the ViewBix shares, as decided by the Manager at his discretion.
Mergers and acquisitions target (To the extent that there is more than one merger/acquisition transaction a year the calculation shall be aggregate)	Completion of merger/acquisition transactions in a specific calendric year, shall entitle to compensation at a rate of 1% of the value of the transaction, that shall be paid in cash or by issue of the shares of ViewBix, as decided by the Manager and at his discretion.
Discretionary bonus	The Board of Directors shall be entitled to provide to the Manager a discretionary bonus for an amount that will not exceed 3 salaries, according to unquantifiable criteria.

5.1. Refund – the Manager shall refund to the Company the amount of the annual bonus or a part thereof in the event it transpires in the future that the calculation of the bonus was made based on incorrect data that were represented in the financial statements of the Company over a period of three consecutive financial statements after the payment date of the annual bonus as said. The aforesaid shall be in accordance with and subject to the sections regarding return of variable compensation in the event of an error set out in the compensation plans of the Company.

5.2. For the avoidance of doubt, the annual bonus amount, to the extent paid, shall not be used for the purpose of calculating social-benefit payments and rights, including not for the purpose of paying pension and severance pay and the Manager undertakes not to argue otherwise. Statutory tax shall be deducted from the annual bonus amount, to the extent paid.

[1] Adjusted EBITDA is calculated as the EBITDA indicator with neutralization of expenses/other operating income (such as reorganization, merger expenses etc.) and options to employees. The indicator allows comparison of operational performance levels between different periods with neutralization of one-time influences of extraordinary expenses/income.

In the event of mergers and acquisitions that were performed during the eligibility year that is measured for the purpose of calculating eligibility to a bonus for a financial target – the calculation shall be made with neutralization of the Adjusted EBITDA of the acquired/merged company, while in the year subsequent to the year in which the acquisition/merger was performed – the calculation shall be made based on a pro forma report including full consolidation of the Adjusted EBITDA of the acquired/merging company.

The Adjusted EBITDA of ViewBix for the year 2021 shall be calculated based on a pro forma report (including full consolidation of the company Cortex Media Group Ltd. for the year 2021) and shall be used as basis for payment of the bonus in 2022.

6. **Pension arrangement** –

6.1. The Manager shall continue to receive insurance coverage in a provident fund and/or a pension fund and/or senior employees' insurance and/or a combination thereof at his discretion, both with respect to the type of the pension product and with respect to the pension insurer (the "**Pension Arrangement**") according to the rates and conditions as stated hereunder. For the avoidance of doubt, at the Manager's request, and for tax considerations, the parties agreed that the deposits for benefits within the framework of the Pension Arrangement shall be performed only for a salary in the amount of ILS 22,000 (the "**Pension Salary**"). In accordance with the said provisions, the parties agreed that the amount in lieu of the deposits to benefits if the deposits for the benefits had been performed for the full amount of the Salary and not just for the Pension Salary will be paid each month to the Manager as Salary differentials. If the Manager or anyone acting on his behalf commences legal action against the Company and anyone acting on its behalf on the grounds of making pension deposits for benefits up to the amount of the Pension Salary only and not for the entire amount of the Salary, the Manager shall be obligated to return to the Company promptly the amount of the Salary differentials paid to the Manager during the entire term of the legal action, with the addition of linkage differentials to the increases in the consumer price index and maximum interest in arrears in accordance with the instructions of the Bank of Israel.

6.1.1. Benefits – deposits to benefits shall be made from the Pension Salary, as follows:

6.5% shall be deposited by the Company, provided that the Manager deposits 6% for this purpose.

It is clarified that the deposits of the Company to the benefits component as stated in a senior employees' insurance and/or a provident fund include a deposit at a rate of 5% for benefits and payment for the purchase of coverage in the event of loss of working capacity at a rate that is required for the purpose of ensuring 75% of the Salary, as stated in section 6.1.3 hereunder.

6.1.2. Severance pay – the Company shall deposit each month an amount equal to 8.33% of the salary for the severance pay component.

6.1.3. Loss of working capacity insurance – the Company shall purchase for the Manager insurance coverage for loss of working capacity by the Manager at a rate that is required for the purpose of ensuring 75% of the Salary, when in any event the premium rate for the said insurance coverage shall not exceed 2.5% of the Salary.

6.2. The parties adopt the provisions set forth in the General Approval regarding Employer Deposits to Pension Fund and Insurance Fund in lieu of Severance Pay that was issued in accordance with the provisions of the Severance Pay Law 5723-1963 as amended from time to time, a copy of which is attached as **Appendix C** of this Agreement. The Company hereby waives its right to reimbursement of the funds the Company paid to the pension fund and/or to the senior employees' insurance and/or to the provident fund unless the right of the Manager to severance pay is deprived in a judgment, pursuant to sections 16 and 17 of the Severance Pay Law 5723-1963 (in accordance with the provisions set forth in the said sections) or if the Manager withdraws funds from the pension fund and/or the senior employees' insurance not as a result of a qualifying event. "Qualifying event" for the purpose of this matter – death, disability, or retirement at the age of 60 or above. The Manager declares, affirms and warrants that the deposits made by the Company to the senior employees' insurance policy or the pension fund shall come in lieu of the full amount of severance pay, pursuant to the provisions of section 14 of the Severance Pay Law 5723-1963 and in accordance with the General Approval as stated above.

6.3. The part of the Manager in the deposits to the Pension Arrangement shall be deducted by the Company each month from the Manager's Salary (according to its amount from time to time) and shall be transferred to the senior employees' insurance and/or to the pension fund and/or to a provident fund by the Company, and by signing this Agreement the Manager empowers the Company to perform the said deduction from his Salary.

6.4. It is clarified that the Manager shall be obligated to select a Pension Arrangement that is in compliance with the law, including the requirements with respect to loss of working capacity components and the survivors insurance in the pension fund or in the insurance policy. To the extent that the Manager decides, at his discretion, to be insured in a track without loss of working capacity or survivors insurance, the Company shall have no knowledge and no initiative with respect to such a selection made by the Manager as said, and the Company shall have no opportunity to receive information regarding the selection that was made by the Manager as said. Accordingly, a selection that will include waivers of the said components shall not impose any liability on the Company, and the Manager (or anyone acting on his behalf) shall be solely liable for the purpose of this matter.

7. **Study fund** – the Company and the Manager shall continue to make deposits to a study fund for the Manager. The Company shall deposit to the study fund an amount equal to 7.5% of the Salary and the Manager shall deposit to the study fund an amount equal to 2.5% of the Salary. The Manager hereby orders to the Company to transfer to the study fund the amounts that constitute the Manager's part in the deposits. For the avoidance of doubt, at the Manager's request, and for tax considerations, the parties agreed that the deposits to the study fund shall be made solely with respect to a Salary in the amount of ILS 25,000 only (the "**Determining Salary for the Study Fund**") and not for the entire Salary amount. Accordingly, the parties agreed that the amount constituting the difference between the deposits made to the study fund on the Determining Salary for the Study Fund and the deposits to the study fund if such deposits had been made for the full amount of the Salary shall be paid to the Manager as salary differentials, each month. If the Manager or anyone acting on his behalf commences legal action against the Company and anyone acting on its behalf for making deposits to the study fund up to the amount of the Determining Salary for the Study Fund only and not for the entire Salary, the Manager shall be obligated to return to the Company promptly the amount of the salary differentials that were paid to the Manager during the entire period of the claim, with the addition of linkage differentials to increases in the consumer price index and maximum interest in arrears in accordance with the instructions set forth by the Bank of Israel. In the event of payments to a study fund exceeding the limit of tax exemption in deposits to a study fund and up to the Determining Salary for the Study Fund, the excess amount shall be deemed as income for tax purposes based on the date of its deposit to the study fund and the Manager shall incur the said tax. After the termination of employment of the Manager for any reason, the Company shall release the study fund to the Manager.

8. **Leave** – the Manager shall be entitled to annual leave of 22 workdays a year; the leave dates shall be coordinated with the Company. Leave days may be accumulated up to a maximum quota of 3 annual leave quotas, i.e., 66 leave days (the "**Maximum Accumulation Quota**"). The entire leave days exceeding the Maximum Accumulation Quota that were not used shall be deleted without warning and without delivering to the Manager compensation in respect whereof at the end of each year of employment.

9. **Sick pay and recuperation pay** – the Manager shall be entitled to sick days and recuperation pay in accordance with the provisions of the law. In any event, the Manager shall not be entitled to redemption of sick days.

10. **Car maintenance** – in lieu of payment of payments for the commute, the Manager shall be entitled to reimbursement of car expenses in the amount of ILS 6,000 gross per month. In addition, the Company shall install for the Manager a pay-at-the-pump device ("Dalkan") in his private car, and shall gross up for the Manager the full tax value for the said benefit. For the avoidance of doubt, the amount of reimbursement of the said car expenses shall not be used as basis for the purpose of calculating social-benefit payments and rights, including not for the purpose of pension and severance pay, and the Manager undertakes not to claim otherwise.

11. **Insurance and indemnity of directors and officers** – during the entire term of employment of the Manager in the Company, the Manager shall be entitled to an undertaking of indemnity from the Company and shall be listed in the Company's directors' and officers' liability insurance as customary in the Company, in accordance with the terms of the policy that is in effect at the time with respect to the other senior officers in the Company, in accordance with the terms of the compensation policy of the Company that is in effect from time to time, and subject to the approval of the relevant organs in the Company.

12. **Laptop and reimbursement of mobile phone expenses** – the Manager shall be entitled to receive from the Company a laptop for work purposes and reimbursement of expenses for work calls made in the Manager's mobile phone. Upon termination of employment of the Manager for any reason, the Manager shall return the laptop in working order. For the avoidance of doubt, it is hereby clarified that the laptop shall not be used as a lien under any circumstances.

13. **Accountants conference** – the Company shall pay once a year the participation costs of the Manager in the accountants conference held in Eilat. If the Manager travels with his family, the Manager shall pay for his family's costs. The conference days shall not be counted as the Manager's leave days.

14. **Business expenses** – the Company shall reimburse the Manager for reasonable expenses that were actually paid for the purpose of filling his position, including travel pay, accommodation, hospitality, per diem and reimbursement of expenses for payment of membership fees to the Israel Bar Association and the Institute of Certified Public Accountants in Israel against presentation of receipts and/or reports according to the Company procedures.

15. **Business trips abroad** – the Manager shall be entitled to reimbursement for business trips abroad that the Manager will be required to make as part of his position in the Company, in business class, accommodation in 5-star hotels and reimbursement of accommodation expenses abroad, and all in accordance with the policy of the Company as amended from time to time.

16. **Meals** – participation in meals according to the Company policy.

17. **Parking** – the Company shall lease to the Manager a parking space in the building or near the building at its expense.

18. **Tax payments and mandatory deductions** – the parties hereby agree that the Salary and all other payments and benefits of any kind and type that are granted within the framework of the Manager's employment by the Company are in "gross" values and subject to income tax withholdings and other mandatory deductions that the Company is obligated to deduct in accordance with the provisions set forth in any law, as amended from time to time, and that none of the provisions set forth in this Agreement shall be construed as imposing on the Company any obligation to pay any tax that applies to the Manager in respect of such payments or benefits as said.

Appendix B – Undertaking

This Undertaking was signed on the 23th of February, 2023, by **Amihay Hadad, ID. No. 034142505**, of 16/84 HaCarmel St., Rehovot, Israel (hereinafter: the "**Manager**").

In light of the fact that as of October 1, 2018 the Manager is employed by GIX INTERNET Ltd., Public Company Reg. No. 52-004026-2, and as of the Determining Date the Manager will continue to be employed by ViewBix Ltd., Company Reg. No. 513801464 (the "**Company**"), and in light of the fact that the protection of the Confidential Information (as hereinafter defined), the rights of the Company in the Inventions (as hereinafter defined) and all intellectual property rights related thereto is critical for the Company, the Manager signs this Undertaking as part of his employment and as a condition for the continuation of his employment in the Company, in effect as of the Determining Date and undertakes to act in accordance with the entire provisions set forth in this Undertaking.

In this Undertaking, the entire undertakings of the Manager towards the Company shall be also valid towards the parent companies, subsidiaries, sister companies and related companies of the Company, whether directly or indirectly, and towards the substitutes or the transferees of these companies, who will be considered as beneficiaries under this Undertaking and will be included under the definition of "the Company" as stated in this Undertaking, and shall be entitled to enforce the said Undertaking towards the Manager, and shall apply retroactively also from the employment commencement date of the Manager in the Company.

Confidential Information

1. The Manager acknowledges the fact that he does and will have access to confidential information (whether or not such information was marked as such) that is related to the Company, including in anything related to its trade secrets, know-how, technology, products (including products under development), its research and developments, experiments, formulae and processes, inventions, business, assets, financial position, its contracts and engagements, undertakings, activities, marketing and sales promotion, its plans (including business and financial plans), strategies, procedures, forecasts, customers, suppliers, business partners and third parties towards which the Company made an undertaking to keep information in confidence and information related to its employees, consultants, officers, directors and shareholders therein and any information as said that is the product of an idea or a development of the Manager (hereinafter: the "**Confidential Information**"). The Confidential Information may include any form, including written, verbal or in magnetic or electronic media. Confidential Information shall not include information that became part of the public domain not as a result of breach of this Undertaking by the Manager or information that the Manager is obligated to disclose according to a demand made in accordance with the law by a competent authority, and on the condition that: (a) the Manager notified the Company promptly regarding the existence of such a demand as said; (b) the Manager shall cooperate with the Company, to the extent required, for the purpose of reducing the scope of such a demand; (c) the Manager shall not disclose information exceeding the scope of his obligation to disclose such information according to the said demand.

2. During the term of his employment and at any time thereafter, and for an unlimited period of time, the Manager shall keep in strict confidence the Confidential Information and shall ensure that the Confidential Information remains confidential and shall not disclose to any person or entity the Confidential Information and shall not use the Confidential Information however only for the benefit of the Company. The Manager acknowledges this undertaking and understands that his work in the Company and his access to the Confidential Information giver rise to a relationship of trust with respect to the Confidential Information as said.

3. The Manager declares that he was informed that the entire rights in the Confidential Information are the exclusive property of the Company (or of the third party towards which the Company undertook to keep the information as Confidential Information). Without prejudice to the generality of the foregoing, the Manager agrees that the entire Confidential Information that was prepared, collected, processed, received, held by or that was used by the Manager in connection with his work in the Company (the "**Materials**") shall be the exclusive property of the Company and shall be deemed as Confidential Information. The Manager shall deliver to the Company anything related to the Materials, including source documents, copies, and abstracts upon termination of his employment in the Company, or at any time earlier, following a demand made by the Company, and the Manager shall not keep any copies of the aforesaid Materials, and shall have no right of lien in the said Materials. The Manager shall not remove from the offices of the Company the Materials, unless this is required by virtue of his position and for the purpose of his work and if this is permitted in accordance with the procedures of the Company. If the Materials were removed from the offices of the Company as stated above, the Manager shall apply all necessary measures for the purpose of keeping the strict confidence of the said Materials and shall return the said Materials to their place immediately after making such use as said.

4. Unless such permission or approval were granted by law for the purpose of this matter, the Manager will not use and will not disclose Confidential Information or trade secrets owned by any third parties, including to previous employers, towards which the Manager owes a duty of confidentiality or no-use (including an academic institution or any related entity).

Unfair competition and non-solicitation

5. The Manager undertakes that during his employment in the Company the Manager shall not engage, set up, develop, or be involved in any manner, whether directly or indirectly, whether as an employee, owner, partner, agent, shareholder, director, consultant or in any other manner in any business, occupation, work or any other activity that is in competition with the business of the Company.

   The Manager undertakes that during a period of 12 months after the termination of his employment in the Company, for any reason, the Manager shall not engage, set up, develop or be involved in any manner, whether directly or indirectly, whether in Israel or outside Israel, whether as an employee, owner, partner, agent, shareholder, director, consultant or in any other manner, in any business, occupation, work, or any other activity that might reasonably include or necessitate the use of Confidential Information. The Manager hereby confirms and agrees that any engagement, establishment, opening or involvement, whether directly or indirectly, whether as an employee, owner, partner, agent, shareholder, director, consultant or in any other manner, in any business, profession, work or any other activity that is in competition with the business conducted by the Company, in the manner that these were performed during the term of employment of the Manager in the Company or with the business of the Company planned during the term of his employment, shall be deemed as an activity that will reasonably include or necessitate any use of the entire or part of the Confidential Information.

   The Manager agrees that in light of his position in the Company and his exposure to the Confidential Information, the provisions of this section 5 are reasonable and required for the purpose of legally protecting the Confidential Information that constitutes a major asset of the Company and the Manager undertakes to observe the said provisions as a condition for his employment in the Company. The Manager declares that he read carefully the provisions of this section 5, that he understands the consequences of his undertaking, and agrees to their content, and that the Manager considered the advantages and disadvantages related to the engagement in this Undertaking.

   The Manager hereby declares that he is aware that part of the Salary includes additional consideration that is paid for this non-compete undertaking made by the Manager. Without prejudice to the foregoing, the Manager declares that he possesses the financial ability to enter into this non-compete undertaking.

6. The Manager declares that during the term of his employment in the Company and for a period of 12 months thereafter, the Manager (a) shall not solicit, convince or try to convince any employee of the Company to terminate his employment in the Company or reduce the scope of his position in the Company and shall not employ such an employee as said; and (b) the Manager shall not solicit, convince, try to solicit or convince, whether directly or indirectly, a consultant, a service provider, an agent, distributor, customer or any supplier of the Company to terminate, diminish or change his relationship with the Company. The aforesaid provisions shall apply both directly and indirectly.

Ownership in inventions

7. The Manager shall notify and deliver written notice to the Company or whoever the Company will appoint regarding any invention, enhancement, improvement, formulae, processes, techniques, developments, know-how and technological information, whether or not these can be registered as a patent, as copyright or under any similar law, and that were created, invented, made, developed or presented as an idea, or that were implemented or learned by the Manager, whether in person and whether jointly with others, during the term of employment of the Manager in the Company or in connection with the activities of the Company (including after the hours of work, on weekends, or during leaves, and including during the period prior to the signing of this Undertaking) (the aforesaid shall be defined hereinafter: the "**Inventions**" or the "**Invention**") immediately after their discovery, receipt, creation or invention, as the case may be.

8. The Manager agrees that the entire Inventions and the Previous Inventions (as meant by this term hereunder) as of the date of their invention or creation were and are the Inventions of the Company, were and are the exclusive property of the Company and its transferees, and the Company and its transferees shall be the exclusive owners of any property, right and interest in the patents, copyright, trade secrets and all other rights of any kind, including moral rights in connection with the Inventions and the Previous Inventions. The Manager hereby assigns to the Company in an irrevocable and unconditional manner the entire rights as stated hereunder in connection with the entire Inventions and Previous Inventions: (1) any property, right and interest in patent, patent applications and patent rights, extensions or their expansions; (2) rights in connection with works, including copyright or copyright applications, moral rights (as hereinafter defined) and proprietary rights in designs; (3) rights related to protection of trade secrets and Confidential Information; (4) designs and rights associated therewith; (5) other proprietary rights relating to intangible assets, including trademarks, service marks and their application, trade names and packages and the entire reputation associated therewith; (6) any property, right and interest in any Invention; and (7) rights of action with respect to the breach of any of the rights as stated above and the rights to proceeds, royalties and other payments in respect of the rights as stated above. The Manager hereby waives the entire moral rights (as hereinafter defined) that the Manager may have in connection with the Inventions and the Previous Inventions, even after the termination of his employment in the Company, and agrees not to commence any legal in any manner in connection with the said rights. "Moral Rights" shall mean any right of an author to argue that his name shall be read on his work, any right to object to any change of a work and any other similar right that exists under any law around or in a convention.

"**Previous Inventions**" shall mean the entire Inventions, enhancements, improvements, formulae, processes, techniques, developments, know-how and technological information, whether or not these can be registered as a patent, as copyright, or under any similar law, and whether or not actually implemented, original works and trade secrets that were created or conceived or that were the property of the Manager (whether created solely by the Manager or jointly with others) that satisfy the following two conditions cumulatively: (1) they were developed by the Manager prior to the commencement of his employment by the Company and (2) they are related to the business, products or the research and development that existed at any time in the Company since the time of its creation, and that exist at present or that are planned by the Company.

9. The Manager provided hereunder a list (to the extent that there is any) of any Inventions, enhancements, improvements, formulae, processes, techniques, developments, know-how and technological information, whether or not these can be registered as a patent, as copyright or under a similar law, whether or not these can be actually implemented, original works and trade secrets that were created or that were developed by the Manager prior to the commencement of his employment by the Company and that are not related to its businesses, products or the research and development that existed at any time in the Company since the time of its establishment, and that exist at present or that are planned by the Company and that are not the property of the Company (hereinafter: the "**Exempt Inventions**"); to the extent that such information was not indicated in the list hereunder, the Manager hereby declares that there are no Exempt Inventions as said.

10. The Manager undertakes that during the term of his employment in the Company and thereafter the Manager shall perform any action that is reasonably required or requested by the Company and shall assist the Company, at its expense, in any manner that the Company requires, for the purpose of registering in the name of the Company or in the name of whoever the Company orders, in order to preserve, protect and enforce the Inventions and the Previous Inventions in all countries around the world. The said actions will include, *inter alia*, signing documents and assistance in legal proceedings. The Manager hereby empowers and appoints irrevocably the Company or a person who will be appointed on its behalf as a representative on behalf of the Manager to act in his name and in his place to sign any document, submit the said document and perform in the name of the Manager any other action that is permitted in accordance with the provisions set forth in any law for the purpose of facilitating the registration in the name of the Company or in his name or in the name of whoever the Company orders and the preservation, protection and enforcement of the Inventions and the Previous Inventions in all countries around the world.

11. The Manager shall not be entitled to any consideration by way of payment or any other consideration with respect to the aforesaid save as provided expressly in his employment contract or in any manner exceeding the scope set out in any agreement or any other special arrangement for the purpose of this matter that were executed in writing and signed by the Company. Without prejudice to the generality of the foregoing, the Manager confirms irrevocably that the consideration that is paid to him in accordance with the express provisions set forth in the employment contract comes in lieu of any right that the Manager might be entitled to in accordance with the law for payment in respect of the Inventions and the Previous Inventions and the Manager hereby waives any right to royalties or to any other payment in respect of the Inventions or the Previous Inventions, including in accordance with the provisions of section 134 of the Patent Law 5727-1967. Any arrangement, engagement or consent that were made verbally or in writing with respect to the aforesaid matter shall be null and void unless executed in writing as required by law and signed by the Company.

General

12. The Manager declares that when performing his obligations in accordance with this Undertaking and when filling his position and responsibilities as an employee of the Company the Manager does not breach any undertaking for the assignment of inventions, a non-competition undertaking or undertaking of confidentiality or any other similar undertaking towards, or a right of, any previous employer (including an academic institution or any related entity). The Manager confirms that he is aware that the Company relies on this statement in its decision to employ and/or continue to employ the Manager in the Company.

13. The Manager agrees that the provisions set forth in this Undertaking that constitute an integral part of the terms of his employment are reasonable and necessary for the purpose of protecting legitimate interests of the Company in connection with the subject matter of this Undertaking.

14. The Manager acknowledges that in the event of breach of any of the provisions set forth in this Undertaking the Company might incur irreparable losses and therefore, in the event of breach of this Undertaking, the Company shall be entitled to obtain an injunction for the purpose of enforcing this Undertaking (without prejudice to the other remedies the Company may seek in such circumstances as said in accordance with the provisions set forth in any law).

15. If any competent court orders that any of the provisions set forth in this Undertaking is invalid or unenforceable in any manner, the said provision shall be enforced to the maximum extent permitted by the law according to the intention of the Company and the Manager. If the said provision cannot be enforced according to its intention, the said provision shall be deemed to have been amended in such manner that the parts that are held invalid or unenforceable shall be removed therefrom, only in the country or in the territory in which the decision holding the said provision invalid or unenforceable as said was made according to the local law. In addition, if it is held that any of the provisions set forth in this Undertaking is too broad with respect to the periods of time set out therein, geographic scope, activity or a subject, the said provision shall be construed in such manner as said that shall be limited and narrowed with respect to such an aspect as said, in such manner that the said provision shall be enforceable, to the maximum extent permissible in compliance with the governing law applicable at the time.

16. The provisions of this Undertaking shall be in full force and effect even after the termination of employment between the Company and the Manager for any reason. This Undertaking shall be without prejudice in any manner to the undertakings and the liability of the Manager in accordance with the provisions set forth in any law.

17. The Manager hereby agrees that after the termination of his employment by the Company, the Company shall be entitled to inform the new employer of the Manager regarding the rights and obligations of the Manager in accordance with this Undertaking.

18. This Undertaking constitutes the entire and full agreement between the Company and the Manager as an employee in connection with the subject matter of this Undertaking. Any addition, modification or waiver of any undertaking made in accordance with this Undertaking shall be in effect only if executed in writing and signed also by the Company. The waiver of the Company of the undertaking made by the Manager shall constitute a one-time waiver and shall not give rise to a precedent and no similar conclusions shall be drawn with respect to similar, different, or other cases.

19. This Undertaking and the rights and obligations in accordance with this Undertaking shall be valid with respect to the substitutes, transferees and the legal representatives of the Manager and the Company. The Company shall be entitled to assign all or part of its rights under this Undertaking. The Manager shall not assign, endorse, or transfer in any other manner the obligations imposed on him by virtue of this Undertaking however only after obtaining the prior and written approval of the Company.

The list of Exempt Inventions pursuant to section 9 of this Undertaking (to the extent that there are any):

_____

The Manager: */s/ Amihay Hadad* Date: February 23, 2023

Appendix C

General Approval [Combined Version] regarding employers' payments to a pension fund and an insurance fund in lieu of severance pay

In accordance with the Severance Pay Law 5723-1963

By virtue of my authority pursuant to Section 14 to the Severance Pay Law 5763-1963 (hereinafter: the "Law"), I confirm that deposits made by an employer as of the date of publication of this Approval, for his employee for pension in a pension fund other than an insurance fund, within its meaning in the Income Tax Regulations (Rules for Approval and Management of Provident Funds) 5764-1964 (hereinafter: "Pension Fund"), or senior employees insurance that includes an option of pension or a combination of deposits for pension plan and non-pension plan in an insurance fund as said (hereinafter: "Insurance Fund"), including deposits made while combining deposits to a pension fund and an Insurance Fund whether or not the Insurance Fund includes a pension plan (hereinafter: Employer's Deposits), shall come in lieu of severance pay due to the aforesaid employee for the Wages from which the aforesaid deposits were made and for their period of payment (hereinafter: the "Exempt Wages") provided that the following hold true:

(1) Employer's deposits -

(a) To a pension fund do not fall below 14.33% of the Exempt Wages or 12% of the Exempt Wages if the employer makes deposits for his employee, in addition to the above, also deposits to supplement for severance pay, for severance pay fund or insurance fund in the name of the employee at a rate of 2.33% of the Exempt Wages. If the employer failed to pay 2.33% in addition to 12% as said, his deposits shall come in lieu of 72% of the employee's severance pay only;

(b) To an Insurance Fund do not fall below any of the following:

(1) 13.33% of the Exempt Wages, if the employer makes deposits for his employee in addition to these deposits, for monthly income support in the event of loss of working capacity according to a plan approved by the Commissioner of the Capital Market, Insurance and Savings in the Ministry of Finance, at a rate required to secure at least 75% of the Exempt Wages or at a rate of 2.5% of the Exempt Wages, upon the lower of the two (hereinafter: "Deposits for Insurance of Loss of Working Capacity");

(2) 11% of the Exempt Wages, if the employer also made Deposits for Insurance of Loss of Working Capacity, and in such event the employer's deposits shall come in lieu of 72% of the employee's severance pay only; if the Employer made, in addition to these deposits to make up severance pay for provident fund for severance pay or an insurance fund in the employee's name, deposits at a rate of 2.33% of the Exempt Wages, the employer's deposits shall come in lieu of 100% of the employee's severance pay.

(2) No later than three months as of the date the Employer's Deposits are first made, a written agreement was drawn between the employer and the employee containing –

(a) The employee's consent for an arrangement under this Approval in a form specifying the employer's deposits and the pension fund and the insurance fund, as the case may be; in the aforesaid agreement the form of this Approval will also be included;

(b) The employer waives in advance any right that might be granted to him to receive payments out of his deposits, unless the employee's right for severance pay was denied by judgment by virtue of the provisions set forth in Sections 17 of the Law and in the event it was denied or that the employee withdrew funds from the pension fund or the insurance fund for a purpose other than a qualifying event; for the purpose of this matter, "qualifying event" - death, disability or retirement at the age of sixty or above.

(c) This Approval does not derogate from the Employee's right for severance pay by law, collective agreement, extension order, or employment contract, for wages exceeding the Exempt Wages.

(Eliyahu Ishay)

Exhibit 10.6

Individual Employment Agreement

Made and executed on the 28th day of June, 2022

Between: **ViewBix Ltd.**
Company Reg. No. 513801464
Of 14 Arye Shenkar St., Herzliya
(Hereinafter: the "**Company**")

The first party;

And between: **Shachar Marom**
ID. No. 036239325
Of 3 Geulim St., Ramat Gan
(Hereinafter: the "**Employee**")

The second party;

Whereas: The Employee offered himself as a candidate for a position in the Company and declared that he possesses the skills, know-how and experience that are required for the purpose of filling the Position, as hereinafter defined; and the Company desires to employ the Employee in the position based on his declarations as said;

And whereas: The parties desire to lay down and define the terms of employment of the Employee in the Company in accordance with the provisions set forth in this Individual Agreement;

Therefore, it is Declared, Stipulated and Agreed between the Parties as Follows:

1. General

1.1. The preamble to this Agreement and Appendixes thereof constitute an integral part hereof.

1.2. The headings of the sections will serve for the purpose of orientation and convenience only and will not serve for the purpose of interpreting the Agreement.

1.3. In this Agreement words which are in the masculine gender shall be deemed to include the feminine gender, and vice versa.

2. <u>The employment</u>

2.1. The Company agrees to employ the Employee and the Employee agrees and accepts to work in the Company in the position of CFO of the ViewBix Group that includes the Company and the companies GIX Media Ltd. and Cortex Media Group Ltd., and ViewBix Inc., which is a company whose shares are listed in the stock exchange in the OTCQB Venture Market in the United States, and any other company that will be added to the Group during the term of this Agreement (hereinafter respectively: the "**Group**" and the "**Position**"). In addition, the Employee is aware that the Group is part of the GIX INTERNET Group that is traded in the Israeli Stock Exchange (hereinafter: the "GIX INTERNET Group"). The job description and duties and responsibilities of the Employee are defined in **<u>Appendix A</u>** of this Agreement.

2.2. Within the framework of the Position, the scope of the Position, the job scope will be one hundred percent (100%), and a minimum of 42 hours of work per week and 182 hours of work per month. In addition, the Employee shall work in overtime, exceeding the said scope of work, according to the requirements of the Company and as required, given the fact that the Employee fills a senior position.

2.3. The term of employment of the Employee under this Agreement shall commence on July 1, 2022 for an unlimited period of time. The term of employment shall expire on the date the Employee or the Company shall terminate this Agreement in accordance with its provisions or on the grounds of its breach by the other party, or for no cause (termination for convenience.

2.4. The principal place of work of the Employee shall be in the offices of the Company in Ramat Gan.

2.5. The weekly rest day of the Employee will be Saturday.

2.6. The Employee shall report to Amihay Hadad, the CEO of the Group, who will be his direct superior (hereinafter: the "**Superior**").

2.7. This Agreement is an individual and exclusive agreement that lays down and defines the relationship between the Company and the Employee and lays down specifically the terms of employment of the Employee.

2.8. The parties agree that the general and/or exclusive collective agreements including Appendixes thereof and all procedures related thereto and other agreements and/or arrangements that are made from time to time between the organizations of employers and the New Histadrut-General Federation of Labor in Israel shall not apply to the Employee unless they are in conformance to the provisions set forth in this Agreement and subject to its provisions.

2.9. The Employee shall be deemed as one of the senior employees in the Company in terms of his status, responsibilities, position and terms of employment, and the Employee's Position requires a special degree of personal trust, as stated in section 30(a)(5) of the Hours of Work and Rest Law 5711-1951 (hereinafter: the "**Hours of Work and Rest Law**").

In addition, in light of the nature of the Employee's Position and the tasks required from the Employee within the framework of his Position, the Company cannot supervise the hours of work and rest of the Employee as stated in section 30(a)(6) of the Hours of Work and Rest Law; therefore, the provisions of the Hours of Work and Rest Law shall not apply to the employment of the Employee and the Employee shall not be entitled, under any circumstances, to receive compensation for work in overtime/additional hours and/or on Fridays and/or Saturdays and/or holidays. Accordingly, the limitation set out in the Hours of Work and Rest Law shall not apply to the Employee.

It is hereby clarified that if the Employee, or anyone acting on his behalf, argue and/or a judicial tribunal orders that if, notwithstanding the aforesaid, and despite the agreement of the parties, the provisions of the Hours of Work and Rest Law apply to the employment of the Employee by the Company, and that the Employee is entitled to payment of compensation for work in overtime and/or on a weekly rest day, the parties agree that the Monthly Salary (as hereinafter defined) includes compensation for work in overtime at a rate of 20% of the Monthly Salary, and the Employee shall not be entitled to any additional payment for overtime and/or by virtue of the Hours of Work and Rest Law.

3. <u>Employee obligations</u>

A. The Employee undertakes towards the Company as follows:

3.1. To work loyally, diligently, devotedly, and skillfully for the Company and perform any action as may be required for the benefit of the Company and for the purpose of promoting its affairs and protecting and promoting its interests.

3.2. To apply his entire skills, knowledge, and experience for the purpose of filling the tasks, duties and the works assigned to the Employee during the term of his employment in a proper and professional manner.

3.3. To observe the provisions of the law and observe the instructions and the policy of the Company as laid down by the Company from time to time.

3.4. To deliver to his superiors regular reports regarding his work.

3.5. The Employee shall not engage in any other work or occupation. Any other work or occupation, even for no pay, shall require the prior and written approval of the Superior and such approval (if granted) shall be granted in accordance with the terms set forth therein.

3.6. The Employee shall report immediately regarding any matter in which the Employee has personal interest, and the Employee undertakes not to be in any conflict of interests with the Company, and in the event the Employee finds himself in a conflict of interests, or the Employee has a reasonable concern about a conflict of interests with the Company as said – the Employee shall report promptly to the CEO of the Company about the said and shall wait for his instructions for the purpose of this matter.

3.7. The Employee undertakes not to receive, whether directly or indirectly, in any manner or form, any benefit in connection with his Position and/or his work in the Company.

3.8. The Employee undertakes to observe the provisions of the Prevention of Sexual Harassment Law and the code of practice on the prevention of sexual harassment in the Company as amended from time to time.

B. The Employee agrees and confirms towards the Company as follows:

3.9. The consideration as stated in section 4 of this Agreement is the full, final consideration and includes the entire consideration for his employment by the Company and for the performance of his entire undertakings towards the Company, including with respect to anything that is incidental to his work in the Company, and the Employee shall not be entitled to any additional payment or any additional right in respect of his employment.

3.10. There is no preclusion or prohibition, under any law or agreement, preventing his engagement in this Agreement, and the full and timely performance of his entire obligations in accordance with this Agreement and his engagement in this Agreement shall not constitute any express or implied breach of any agreement made between the Employee and a third party.

3.11. The provisions set forth in this section 3 shall be without prejudice to his obligations in accordance with the provisions set forth in any law.

4. <u>The consideration</u>

4.1. The Employee shall receive monthly salary in the amount of ILS 35,000 gross (hereinafter: the "**Monthly Salary**").

4.2. After 12 months of employment, the Company shall consider an update of the Monthly Salary to an amount of ILS 40,000 gross, subject to the recommendation of the Superior and the financial position of the Company at the time.

4.3. The Employee's Monthly Salary shall be updated based on the rate of the cost-of-living allowances paid in the market from time to time in accordance with the provisions set forth in the extension orders that will apply to the parties regarding the cost-of-living allowances.

4.4. It is hereby clarified hereunder that in addition to the Monthly Salary, the Employee shall not be entitled to receive from the Company any additional payment of any kind, unless otherwise stated expressly in this Agreement.

4.5. The Monthly Salary shall be paid in the beginning of each Gregorian month (and no later than 10 days as of the beginning of the month) for the employment of the Employee in the previous month.

4.6. The Company shall withhold at source from the Monthly Salary of the Employee and from the other payments and benefits the Employee is entitled to in accordance with this Agreement all taxes and other mandatory payments that the Company shall be obligated to withhold at source in accordance with the provisions of the law including income tax, National Insurance Institute payments, and health tax.

4.7. The Monthly Salary shall serve as the basis for the calculation of all deposits and benefits.

4.8. The Company shall make a pension insurance arrangement for the Employee in a pension fund and/or in senior employees' insurance, in the manner decided by the Employee (hereinafter: the "**Pension Insurance**") as stated hereunder:

4.8.1. The deposit of the Company for benefits – 6.5% of the Monthly Salary;

4.8.2. The deposit of the Company for severance pay – 8.33% of the Monthly Salary;

4.8.3. Deduction of the Employee's part for benefits – 6% of the Monthly Salary;

4.8.4. It is hereby agreed that on the expiration date of the engagement of the Employee in accordance with the Employment Agreement, the Company shall release to the Employee all amounts that accrued in the insurance policies both on behalf of the Company and on behalf of the Employee. However, in the event the Employee is not entitled to severance pay in accordance with the provisions of sections 16 or 17 of the Severance Pay Law 5723-1963, or in the event the Employee withdrew funds not as a result of the occurrence of a qualifying event (as meant by this term in section 2(b) of the Approval), the amounts that accrued in favor of the Employee in the pension plan shall be transferred to the Employee in respect of the deposits of the Employee and the Company for benefits only, while the deposits of the Company for severance pay (principal + returns) shall be returned to the Company.

4.8.5. It is hereby clarified and agreed that the entire amounts that accrued in the Pension Insurance policy, as a result of the deposits made by the Company, shall constitute the full amount of the severance pay that the Employee is entitled to in accordance with the provisions set forth in any law. The Employee hereby agrees to the arrangement set out in the General Approval regarding Employer Deposits to Pension Fund and Insurance Fund in lieu of Severance Pay dated June 9, 1998, pursuant to section 14 of the Severance Pay Law 5723-1963. The provisions of this section shall be in accordance with the provisions set forth in section 14 of the Severance Pay Law 5723-1963, and in accordance with the General Approval regarding Employer Deposits to Pension Fund and Insurance Fund in lieu of Severance Pay of the Minister of Labor that was issued on June 30, 1998 and that was published in accordance with the provisions of section 14 as stated above, a copy of which is attached as Appendix B of this Agreement.

4.9. Study fund: each month, the Company shall deposit for the Employee in a study fund selected by the Employee, an amount equal to 7.5% of the Monthly Salary, subject to the instructions that will be set out from time to time by the Tax Authority, when in any event the maximum salary for the purpose of making a deposit to the study fund shall not exceed the limit set out in accordance with the instructions of the Tax Authority for which the deposit is exempt from tax, and whose amount, as of the signing date of this Agreement, is ILS 15,712 (hereinafter: the "**Limit**"). The Employee hereby agrees that the Company shall deduct each month 2.5% of the Monthly Salary (up to the Limit) that the Company will transfer as a deposit of the Employee to the said study fund.

4.10. Car maintenance: the Employee shall be entitled to car maintenance expenses in the amount of ILS 3,000 gross per month. It is clarified that the Employee shall not be entitled to additional payments for the commute with his car to the workplace or to work meetings. For the avoidance of doubt, the car reimbursement amount as said shall not be used as basis for the purpose of calculating terms and social-benefit payments, including not for the purpose of pension and severance pay, and the Employee hereby undertakes not to argue otherwise.

4.11. Meals: the Employee shall be entitled to participation in lunches by the 10bis card or in any other manner, and all according to the policy of the Company.

4.12. Telephone expenses: the Employee shall be entitled to participation in mobile phone expenses for the amount of ILS 50 gross per month.

4.13. Reimbursement of expenses: the Employee shall be entitled to reasonable reimbursement of expenses that the Employee will pay within the framework of and for the purpose of filling his Position, against presentation of proper invoices/receipts and subject to the procedures of the Company.

4.14. Fees for the Israel CPA Council: the Company shall pay to the Israel CPA Council for the Employee the annual fees for the renewal of the accountant license. The Employee undertakes to provide to the Company the voucher for payment a reasonable time prior to the last date for payment that will be set by the Israel CPA Council.

4.15. Annual leave: the Employee shall be entitled to 20 leave days a year in accordance with the law; the leave dates shall be decided with the Company; leave days may be accumulated up to a cumulative amount of leave days for two accumulated years, in such manner that the accumulated leave days will not exceed 40 leave days (hereinafter: the "**Maximum Accumulation Quota**"). The entire unused leave days exceeding the Maximum Accumulation Quota shall be deleted without prior notice and without paying to the Employee compensation in respect whereof at the end of each year of employment; it is agreed that if the Employee received in advance leave on account of the current year, and the Employee resigned from the Company prior to the end of the year, the Company shall be entitled to deduct the part of the leave days that the Employee will receive for the leave days the Employee was not yet entitled to at the time the Employee resigned from the Company, and from the last salary of the Employee.

4.16. Sick pay: the Employee shall be entitled to sick pay in accordance with the provisions of the law. Beyond the letter of the law, the full amount of sick pay shall be paid as of the first day the Employee became ill. The Employee shall not be entitled to redemption of sick days under any circumstances.

4.17. Recuperation pay: after completing 12 months of employment, the Employee shall be entitled to recuperation pay once a year, in accordance with the provisions of the law.

4.18. Bonuses: subject to the approval of the Compensation Committee and the Board of Directors of the Company, the Employee shall be entitled to receive the following bonuses:

4.18.1. **Annual bonus contingent on meeting targets –** the Employee shall be entitled to a bonus for the amount of a gross monthly salary if the EBITDA of the Group exceeds USD 7 million, and a bonus in the amount of one additional Monthly Salary if the EBITDA of the Group exceeds USD 8 million. It is clarified that the EBITDA shall be determined based on the audited financial statements of the Group (consolidated statements, including subsidiaries and controlled companies) with neutralization of mergers and acquisitions. In any event, the maximum bonus amount in accordance with the provisions of this sub-section shall be equal to the amount of two Monthly Salaries of the Employee, based on the amount of the Monthly Salary at the time of making the decision regarding the payment of the bonus. If the Employee is eligible to a bonus as said, the said bonus shall be paid to the Employee in the first salary that will be paid after the date of approval of the competent organs of the Group and/or GIX INTERNET Group as required for the payment of bonuses to the Employee. It is clarified that solely with respect to 2022, the said targets shall be calculated based on the relative part during the period the Employee was actually employed in the Company in 2022, and if the said relative targets were accomplished, the Employee shall be entitled to a partial and relative bonus accordingly. If the Employee terminates his employment at any calendric year, the Employee shall not be entitled to a relative bonus in respect of that part of the last calendric year during which his employment in the Company was terminated. The Group shall be entitled to update the said targets once a year, at its sole discretion.

4.18.2. **Annual bonus at the discretion of the Superior and the Board of Directors of the Company** – the Superior and the Board of Directors of the Company shall be entitled to pay an annual bonus to the Employee, at their discretion, *inter alia*, based on the Employee's performance, work, the activities of the Group and its development etc. and subject to the compensation policy of the Group and/or the GIX INTERNET Group as updated from time to time. If the Company decides to pay a bonus to the Employee as said, the bonus amount shall equal the amount of 1-2 Monthly Salaries of the Employee based on the amount of the Monthly Salary at the time of making the decision to pay the bonus. To the extent that the Company decides to pay the bonus as said, the said bonus shall be paid to the Employee in the first salary paid after the date the competent organs of the Group and/or of the GIX INTERNET Group approve the payment of the bonuses to the Employee.

4.18.3. Options: subject to the approval of the Compensation Committee and the Board of Directors of the Company and/or the GIX INTERNET Group, the Employee shall be entitled to receive options exercisable into ordinary shares of ViewBix Inc. according to a resolution adopted by the Group, as part of the options plan of ViewBix Inc. as prepared and approved in the competent organs of ViewBix and subject to the provisions set forth in any law that applies to the grant of options to the employees and the terms set forth in a detailed options agreements that will be signed by the Employee and ViewBix Inc. The number of options that will be issued to the Employee and the exercise price of the options shall correspond to the position and status of the Employee in the Company and shall be decided at the discretion of the Board of Directors of the Group.

5. Confidentiality, non-competition, non-solicitation and intellectual property

5.1. Confidentiality

5.1.1. The Employee declares and undertakes that while he is an employee of the Company, and even after the termination of his employment in the Company for any reason, and for an unlimited amount of time, the Employee shall keep in strict confidence everything related to the Company, its business and affairs, including the terms of his employment in accordance with this Agreement, and shall not harm the reputation of the Company, and the Employee agrees to the said in this section and the provisions set forth in this section shall continue to apply even after the termination of the Employee's employment in the Company.

5.1.2. Without prejudice to the generality of the foregoing, the Employee undertakes to keep in strict confidence and not disclose and/or deliver in any manner, whether directly or indirectly to any person and/or entity, any information, registration, drawing, plan, theoretical, scientific or practical specification, formula, process etc. know-how and/or information related to research and/or development and/or production and/or manufacturing and/or raw materials and/or surveys and/or tests and/or trials that were performed in connection with the Company, research, development, professional secrets, trade secrets, employees, work methods, production processes, marketing, sales, pricing, distribution, advertising, names and numbers of customers, licensing, information regarding transactions, training methods of employees of the Company and negotiations in which the Company is involved, or any other information that will reach the Employee in connection with the Company or its products the is not in the public domain (hereinafter: the "**Confidential Information**").

5.1.3. The Employee undertakes not to deliver and/or transfer, whether directly or indirectly, to any person and/or entity, any material and/or raw material and/or product and/or part of a product and/or a model and/or document and/or diskette and/or in any other data for the purpose of storing media and/or any photocopied and/or printed and/or duplicated device containing the Confidential Information, in whole or in part.

5.1.4. The Employee undertakes not to make any use, including reproduction, production, sale, transfer, imitation and distribution of the Confidential Information, in whole or in part, however only after obtaining the prior and written approval of the Company.

5.1.5. The Employee hereby confirms that he is aware that the breach of his undertaking of confidentiality might cause serious losses to the Company, and the Employee agrees that the Company shall be entitled to obtain an injunction (interim and permanent) for the purpose of preventing the disclosure of its secrets. This undertaking of the Employee shall be in effect during the entire Term of Agreement and in the period thereafter.

5.1.6. The Employee undertakes to keep in strict confidence the terms of his employment and will not provide any information in connection with this Agreement to any other person and/or entity, unless the Employee receives a demand to act in such manner from any competent authority or in accordance with the provisions set forth in any law.

5.1.7. Any work and/or performance of services in the sphere of activity of the Employee, including consulting in an entity that is in competition with the Company, shall be deemed as disclosure of the Confidential Information contrary to the provisions set forth in this Agreement.

5.2. Non-competition and non-solicitation

5.2.1. The Employee undertakes that during the term of his employment in the Company, and for a period of 12 months as of the date of termination of his employment for any reason (hereinafter: the "**Limitation Period**") the Employee shall not engage, whether as a salaried employee, whether as self-employed, whether as a consultant and whether in any other manner, whether directly or indirectly, and will not participate, accept a position, invitation or a job offer that can constitute competition or harm to the Company in the field of online advertising optimization by algorithms and automatic software products and/or any other product that is in competition with the products of the Company or any other corporation in the Group (hereinafter: the "**Competing Occupation**").

5.2.2. Without prejudice to the generality of the foregoing, the Employee undertakes that during the Limitation Period the Employee shall not maintain any business connection of any kind, including not by way of offering a connection or representation, whether directly or indirectly, to any of the customers and/or the business partners and/or the suppliers and/or agents of the Company, including not to customers and/or partners as said and/or suppliers and/or agents with whom the Company conducted negotiations for the purpose of creating an engagement on the termination date of his employment in the Company or earlier. In addition, during the Limitation Period the Employee undertakes not to approach and/or solicit and/or cause that any of the employees of the Company will resign from the Company.

5.2.3. The aforesaid provisions shall apply to the Employee whether the Competing Occupation is performed by the Employee severally or jointly with another, and to any engagement by the Employee in a Competing Occupation, also as a controlling shareholder or as an interested party.

5.2.4. The Company acknowledges the right of the Employee to engage in his profession after the termination of his employment in the Company, provided that the legitimate interests of the Company shall not be impaired thereby and the Employee acknowledges the right of the Company to protect its legitimate interests. The Employee agrees that his undertaking as said is intended to protect the legitimate interests of the Company and it stems, *inter alia*, from the exposure of the Employee to the Confidential Information.

5.3. Ownership of intellectual property

5.3.1. The Company shall have sole and exclusive ownership in all intellectual property rights of any kind, including any copyright, invention, patent, trade secret, innovation, idea (hereinafter: "**Intellectual Property Rights**") stemming from or created by the Employee or anyone subordinated to the Employee during the term of his employment in the Company or in consequence of his employment in the Company, and the Employee hereby assigns any interest he may have in the intellectual property in favor of the Company, for no additional consideration. The Company shall be entitled to protect any intellectual property right by way of registration and/or in any other manner, in Israel or in any other place.

5.3.2. The Employee undertakes that whenever he receives a demand to that effect, including after the termination of his employment in the Company for any reason, to sign any document that, at the discretion of the Company, is required for the purpose of filing a patent application or copyright in accordance with the laws of the State of Israel and/or any other foreign country, for the purpose of protecting the interests of the Company in its intellectual property rights, and will assist the Company in anything related for the purpose of protecting its rights as said.

5.3.3. For the avoidance of doubt, it is hereby clarified that the provisions of this section 5.3 shall apply also to a "service invention" as meant by this term in the Patent Law 5727-1967 (hereinafter: the "**Patent Law**"). However, the Employee shall not own the service invention under any circumstances, and the provisions of section 132(b) of the Patent Law shall not apply, unless the Company decided otherwise and in writing. The Employee shall not be entitled to royalties or any other payment in connection with any invention or service invention, including in the event of commercialization of inventions, service inventions or any other intellectual property by the Company.

5.3.4. It is hereby clarified that the Employee waives any claim, suit and demand the Employee may have or that the Employee might have in the future in connection with the consideration, damages, payments, royalties or any other payment that the Employee is entitled to or might be entitled to as a result of the assignment of the intellectual property rights to the Company including, *inter alia*, any suit or demand for payment or royalties in accordance with the provisions of section 134 of the Patent Law. The Employee declares that the payment that the Company pays to the Employee constitutes the entire payment that the Employee is entitled to and includes any payment or damages in connection with intellectual property rights, inventions or service inventions that the Employee developed, performed, contributed to, worked on, whether during the entire period of the invention or the service invention and whether during a part thereof, whether solely or jointly with others.

5.4. Data security

5.4.1. As part of the Position that Employee fills in the Company, and for the purpose of performing his duties, undertakings and tasks in accordance with the Position, the Employee might have access to the information and database of the Company that might include Confidential Information (including data that is considered as personal data) of and/or with relation to the customers of the Company, the users of its products and/or services, its business partners, including the name, contact information, online identifying information (such as IP etc.) and any data related to a natural person (hereinafter: the "**Company Data**").

5.4.2. It is clarified to the Employee that the Company acknowledges the importance in protecting the privacy of the data of the Company, its safeguarding, integrity, security, and manner of use thereof. Therefore, the Company practices and obliges its employees to observe a strict privacy policy with respect to the use and/or the access and/or any action of its employees with respect to the Company Data that will be as stated hereunder, and as part of instructions that the Company will deliver to its employees from time to time, in different media (hereinafter: the "**Company Policy**").

5.4.3. The Employee declares and undertakes as follows: (a) the Employee shall fill and perform his Position in accordance with, in compliance with and subject to the policy of the Company, and shall not deviate from the instructions set forth in the Company Policy; (b) the Employee will not access or attempt to access the Company Data in violation of permissions that were granted and approved by the Company and any access to the Company Data and/or the use of the Company Data that will be performed solely for the purpose of filling his Position and solely in a manner and to the extent that required for the purpose of filling his Position; (c) the access permissions granted to the Employee with relation to the Company Data (i.e., username and password) (hereinafter: the "Access Permissions") shall be kept in strict confidence by the Employee and the Employee shall not assign and/or transfer and/or disclose to a third party (including to another employee of the Company) the information regarding the Access Permissions and shall not grant access or permit viewing of the Company Data to any third party as said; (d) the Employee shall not copy, reproduce, alter, delete, disclose or distribute the Company Data, or integrated the Company Data with third-party data save as provided in the express instructions and permissions provided by the Company and solely for the purpose of filling his Position in the Company; (e) the Employee shall not log into the Company Data from any device or any other medium that was not approved expressly by the Company; (f) files containing the Company Data shall be delivered in accordance with the instructions of the Company with respect to any means of communication and solely for the purpose of filling the Position of the Employee in the Company; (g) the Employee shall not copy and/or keep the Company Data on any device and/or storage medium that was not provided by the Company and/or that is owned by the Company and/or that was approved expressly by the Company; (h) the Company Data is Confidential Information, and the Employee shall apply strict precautions for the purpose of protecting the confidentiality of such information as said.

5.4.4. The Employee shall notify the Company promptly and without delay in any event in which the Employee is aware of and/or the Employee has reasonable grounds to assume and/or the Employee has a concern that: (a) the Access Permissions of the Employee were exposed to a third party (including another employee of the Company) and/or were used; (b) login and/or attempted login in connection with the Company Data were made by an entity that is not authorized and/or in violation of such authorization; (c) the Employee and/or a third party and/or another entity used the Company Data in a manner that might cause the alteration, deletion, exposure, demolition etc. of the Company Data as a result of negligence, in good faith or maliciously.

5.4.5. On the termination date of the Employee's employment by the Company and/or by the Employee and for any reason, the Employee shall return to the Company any document and/or information (whether saved in a hard copy or in any other magnetic media) that includes the Company Data that the Employee possesses, and will delete immediately any copy as said after its provision to the Company. Without prejudice to the foregoing, the Company shall be entitled at any time to demand from the Employee to return to its possession and/or to destroy any file and/or document and/or copy that includes the Company Data and that is held by the Employee.

5.4.6. The Employee hereby confirms that in light of his position and the access permissions of the Employee to the Company Data, the provisions of section 5 above are reasonable and necessary for the purpose of protecting and safeguarding the Company Data and use thereof, and any action that the Employee shall perform in contravention of and/or contrary to the Company policy might cause serious loss to the Company and such actions may have serious consequences, including a disciplinary violation that will result in the immediate termination of the Employee's employment.

6. Termination of the Agreement

6.1. Each of the parties shall be entitled to terminate this Agreement by delivery of a two-months' prior and written notice (hereinafter: the "**Advance Notice**").

6.2. In light of the fact that the parties agreed on an advance notice period that is longer than the statutory advance notice period, the parties agree that the Company shall be entitled to overlap the Advance Notice period that exceeds the period set out in the law (30 days) and the accumulated leave days of the Employee that were not used by the Employee on the commencement date of the Advance Notice period, at the sole discretion of the Company.

6.3. If a notice regarding the termination of this Agreement was delivered, either by the Company or the Employee, the Company shall be entitled to waive the actual employment of the Employee during the Advance Notice period, in whole or in part, and pay to the Employee Advance Notice payments in respect of that part of the Advance Notice period in which the Employee waives his employment.

6.4. The Employee hereby undertakes that in any event of termination of his employment in the Company, whether by way of dismissal or resignation, whether or not the Employee received Advance Notice, the Employee shall deliver and/or shall return to the Company immediately the entire property, documents, letters, registrations, reports and all other documents in his possession referring to the Company or to its business or in connection therewith and that reached his possession during the term of his employment in the Company in accordance with this Agreement.

6.5. The Employee undertakes that in any event of termination of his employment in the Company for any reason, the Employee shall deliver his Position to whoever is designated by the Company for the purpose of this matter, in an organized manner and according to procedures that will be laid down and/or provided to the Employee, in a proper and comprehensive manner and in such manner that the Employee's substitute can continue filling the Position in an organized manner and without causing any damage to the Company.

6.6. Shortly after termination of employer-employee relationship, the Company shall perform a final settlement of accounts with the Employee. The Employee hereby confirms that any debt the Employee owes to the Company stemming from his employment in the Company and solely from this Agreement is a liquidated debt that can be offset against amounts due to the Employee from the Company, and the Employee approves for the Company in advance and expressly to perform such setoff as said.

6.7. It is hereby declared and agreed expressly that the Company may terminate this Agreement and the employment of the Employee in the Company without any Advance Notice or any Advance Notice payments in respect whereof upon the occurrence of the following events:

1. In consequence of an act or omission or conduct of the Employee that could harm the Company and its business, whether directly or indirectly, or in which the Employee embezzled the trust of the Company or any other similar matter.

2. The Employee breached the duty of trust and loyalty towards the Company stemming from his senior position in the Company.

3. The Employee was absent from work for a period of time exceeding 7 days without advance notice and/or sufficient cause.

4. The Employee committed a fundamental breach of one of his undertakings in accordance with the Agreement and/or one of the provisions set forth in the Agreement, in whole or in part, including breach of the non-competition and protection of confidentiality provisions set forth hereunder.

5. The Employee committed an offense involving moral turpitude, or was convicted of a criminal offense on the grounds of dishonesty, whether or not the offense was related to his employment in the Company.

6. In any event in which circumstances arise in which an employer is entitled by law to dismiss an employee immediately and deny from the employee severance pay in whole or in part.

7. Protection of privacy

7.1. It is agreed and clarified that during the employment of the Employee in the Company the Employee may receive to his possession a desktop computer and/or a laptop and/or an email account and/or any other property of the Company that the Employee will use for communication purposes in the course of his employment, and in particular the email account that will be provided to the Employee and that is defined as a professional email account that the Employee can use solely for the purpose of his employment (hereinafter: the "**Media**").

7.2. The Employee hereby declares that the Media are the property of the Company and are intended for his use for the purpose of filling his Position for the Company.

7.3. Without prejudice to the foregoing, the Employee declares and understands that even if he makes personal use of the Media, the Company is entitled, at its sole discretion, to inspect and/or review and/or monitor the Media, including the scope of their use, content, and the content of their use.

7.4. The Employee understands and agrees that if he wishes to protect his privacy and/or the privacy of his use in the Media, the Employee is required not to make any private use of the Media.

7.5. By signing this Agreement, the Employee grants his irrevocable consent regarding the right of the Company to inspect the Media, use the Media and content of their use as stated above, even without giving any additional notice to the Employee.

7.6. The Employee declares that he is aware that the Company receives printouts of the phone calls the employees of the Company make in the devices owned by the Company and the Employee agrees in advance that the Company will receive such call printouts as said.

7.7. The Employee was informed that in light of the fact that the Company is a company controlled by a public company, the parent company of the buyer shall be required to publish the salary and terms of employment of the Employee as an officer in a controlled company in accordance with the relevant provisions of the law, both in Israel and in the United States. Therefore, the Employee hereby agrees to publish the terms of his salary and employment as stated above and declares that he shall have no claim or demand against the Company and/or the parent company of the Company in connection therewith.

8. Withholdings of tax at source and mandatory payments in accordance with the law

8.1. The tax amounts and the other mandatory payments shall be deducted from the determining salary and the benefits that will be paid to the Employee (including from cash equivalents of benefits) as required by law. Such amounts or payments as said shall not be grossed up under any circumstances.

8.2. The performance of withholdings or payments by the Company as said shall not give rise to grounds by the Company or the Employee to demand a change in the amounts that are due and that will due to the Employee in accordance with this Agreement, even if as a result of such withholding or payment of such amounts as said the Employee will receive an amount that is higher or lower than the amounts that the Employee received earlier from the Company by virtue of this Agreement.

9. Notices

9.1. The addresses of the parties for the delivery of notices in accordance with this Agreement are as stated in the preamble hereto. Any notice that a party wishes to deliver to the other party shall be in writing and delivered in person, or delivered in registered mail.

9.2. If a notice was delivered in person, the notice shall be deemed to have reached its recipient on its delivery date. If the notice was delivered in registered mail, the notice shall be deemed to have reached its recipient 72 hours after its delivery from the post office.

9.3. Each of the parties shall be entitled to notify the other party regarding a change of its address for delivery of notices in accordance with this Agreement by delivery of notice specifying the change. If no date regarding such change was provided as said, the date of the change shall be 72 hours after the date in which the notice is deemed to have been received.

10. Miscellaneous

10.1. The laws of the State of Israel shall exclusively govern this Agreement and any dispute arising therefrom, and the courts of Tel Aviv - Yafo shall have exclusive jurisdiction with respect to such provisions and disputes as said.

10.2. This Agreement shall take precedence and shall replace any prior engagement, agreement, representation, and undertaking, whether verbal or written that preceded the signing hereof.

10.3. It is hereby agreed that the terms of this Agreement (including Appendixes thereof) reflect everything agreed and stipulated between the parties hereto and the parties shall not be subject to any assurance, declaration, representation, agreement, and undertakings, whether verbal or written, that are not incorporated in this Agreement and that were made, if any, prior to the signing hereof. Any modification of this Agreement or any provision hereof shall be null and void unless executed in writing and signed by the parties.

10.4. In any event a party does not exercise or delays in exercising any of its rights stemming from this Agreement or related thereto, this fact shall not be deemed as waiver of the said rights or as any admission or precedent on behalf of the said party, both with respect to the event in which the said party was entitled to exercise the said right and with respect to any other case, and the said party shall be entitled to exercise its rights stemming from this Agreement and/or related thereto and/or stemming from the law at any time and in any manner it will see fit.

And in witness hereof the parties are hereby undersigned:

/s/ Shahar Marom	*/s/ Amihay Hadad*
The Employee	**ViewBix Ltd.**
Shachar Marom	Amihay Hadad
	CEO

Appendix A

Job description and responsibilities

Within the framework of his Position, the Employee shall be responsible for the following*, *inter alia*:

- Leading the accounting and payroll departments in the Company.
- Responsibility over the financial reporting system in the Company
- Coordination and publication of the annual and quarterly financial statements of the Group.
- Maintaining the integrity of the financial system by initiating and performing continuous improvements.
- Routine work with the banking systems and investors.
- Finding new projects, mergers, and acquisitions.
- Preparing monthly reports for the management of the Group and for the banking system.
- Work with the Board of Directors of the Group, the auditor, tax advisors, trustee and internal auditor.
- Acting as the compliance officer of the Group in accordance with the internal compliance plan adopted by the Group.
- Working in cooperation with the controlling shareholders in the Company GIX INTERNET Ltd. and with MediGus Ltd.) and with the relevant employees in these companies.
- Responsibility for the reporting procedures required to the relevant authorities as required in accordance with the provisions of the law with respect to public companies, including the Israeli Securities Authority (by the MAGNA system) and the relevant authorities in the United States.

* The said in this Appendix shall not exhaust the entire responsibilities and tasks assigned to the Employee. The Company shall be entitled to add and/or change the said responsibilities from time to time and at its sole discretion.

Appendix B

Agreement pursuant to section 14 of the Severance Pay Law

Made and executed on the 28th day of June, 2022

Between: **ViewBix Ltd.**
Company Reg. No. 513801464
Of 14 Arye Shenkar St., Herzliya
(Hereinafter: the "**Company**")

The first party;

And between: **Shachar Marom**
ID. No. 036239325
Of 3 Geulim St., Ramat Gan
(Hereinafter: the "**Employee**")

The second party;

Whereas: The Employee and the Company agreed that the payments of the Company to a pension fund and/or to senior employees' insurance that includes an option for a pension with combination of payments to a pension plan and a plan other than a pension plan in an insurance fund as said (hereinafter: the "**Insurance Fund**") shall come in lieu of severance pay pursuant to section 14 of the Severance Pay Law 5723-1963;

And whereas: In accordance with an approval that was granted by the Minister of Labor, an employer and an employee who are interested to perform the aforesaid actions are obligated to sign an agreement in writing;

Therefore, it is Declared, Stipulated and Agreed between the Parties as Follows:

1. The preamble to this Agreement constitute an integral part hereof.

2. The Company and the Employee hereby adopt the General Approval regarding Employer Deposits to Pension Fund and Insurance Fund in lieu of Severance Pay pursuant to the Severance Pay Law 5723-1963 as published in Official Gazette no. 4659, p. 4394 on 6 of Thammuz, 5758 (30.6.98) and the later amendments, a copy of which is hereby attached to this Agreement, constituting an integral part thereof.

3. The Company hereby waives any right the Company may have to reimbursement of payments from its payments to the pension fund in respect of the Employee, unless the right of the Employee to severance pay was denied in a judgment by virtue of the provisions of sections 16 or 17 of the Severance Pay Law 5723-1963 and if and to the extent that such a right was denied, or the Employee withdrew funds from the insurance fund not as a result of a qualifying event. "Qualifying event" for the purpose of this matter – death, disability, or retirement at the age of 60 or above.

4. The payments on account of severance pay that the Company will pay shall come in lieu of severance pay, and therefore the Employee shall not be entitled to supplementary amounts subject to the compliance of the Company with conditions set forth in this Agreement.

And in witness hereof the parties are hereby undersigned:

/s/ Shahar Marom	*/s/ Amihay Hadad*
The Employee Shachar Marom	ViewBix Ltd. Amihay Hadad CEO

General Approval [Combined Version] regarding employers' payments to a pension fund and an insurance fund in lieu of severance pay
In accordance with the Severance Pay Law 5723-1963

By virtue of my authority pursuant to Section 14 to the Severance Pay Law 5763-1963 (hereinafter: the "Law"), I confirm that deposits made by an employer as of the date of publication of this Approval, for his employee for pension in a pension fund other than an insurance fund, within its meaning in the Income Tax Regulations (Rules for Approval and Management of Provident Funds) 5764-1964 (hereinafter: "Pension Fund"), or senior employees insurance that includes an option of pension or a combination of deposits for pension plan and non-pension plan in an insurance fund as said (hereinafter: "Insurance Fund"), including deposits made while combining deposits to a pension fund and an Insurance Fund whether or not the Insurance Fund includes a pension plan (hereinafter: Employer's Deposits), shall come in lieu of severance pay due to the aforesaid employee for the Wages from which the aforesaid deposits were made and for their period of payment (hereinafter: the "Exempt Wages") provided that the following hold true:

(1) Employer's deposits -

(a) To a pension fund do not fall below 14.33% of the Exempt Wages or 12% of the Exempt Wages if the employer makes deposits for his employee, in addition to the above, also deposits to supplement for severance pay, for severance pay fund or insurance fund in the name of the employee at a rate of 2.33% of the Exempt Wages. If the employer failed to pay 2.33% in addition to 12% as said, his deposits shall come in lieu of 72% of the employee's severance pay only;

(b) To an Insurance Fund do not fall below any of the following:

(1) 13.33% of the Exempt Wages, if the employer makes deposits for his employee in addition to these deposits, for monthly income support in the event of loss of working capacity according to a plan approved by the Commissioner of the Capital Market, Insurance and Savings in the Ministry of Finance, at a rate required to secure at least 75% of the Exempt Wages or at a rate of 2.5% of the Exempt Wages, upon the lower of the two (hereinafter: "Deposits for Insurance of Loss of Working Capacity");

(2) 11% of the Exempt Wages, if the employer also made Deposits for Insurance of Loss of Working Capacity, and in such event the employer's deposits shall come in lieu of 72% of the employee's severance pay only; if the Employer made, in addition to these deposits to make up severance pay for provident fund for severance pay or an insurance fund in the employee's name, deposits at a rate of 2.33% of the Exempt Wages, the employer's deposits shall come in lieu of 100% of the employee's severance pay.

(2) No later than three months as of the date the Employer's Deposits are first made, a written agreement was drawn between the employer and the employee containing –

(a) The employee's consent for an arrangement under this Approval in a form specifying the employer's deposits and the pension fund and the insurance fund, as the case may be; in the aforesaid agreement the form of this Approval will also be included;

(b) The employer waives in advance any right that might be granted to him to receive payments out of his deposits, unless the employee's right for severance pay was denied by judgment by virtue of the provisions set forth in Sections 16 and 17 of the Law and in the event it was denied or that the employee withdrew funds from the pension fund or the insurance fund for a purpose other than a qualifying event; for the purpose of this matter, "qualifying event" - death, disability or retirement at the age of sixty or above.

(3) This Approval does not derogate from the Employee's right for severance pay by law, collective agreement, extension order, or employment contract, for wages exceeding the Exempt Wages.

Signatures of the parties:

/s/ Shahar Marom	*/s/ Amihay Hadad*
The Employee	**ViewBix Ltd.**
Shachar Marom	Amihay Hadad
	CEO

Exhibit 10.7

Management Services Agreement

Made and executed on the 12th day of January, 2022

Between: **ViewBix Ltd.**
Company Reg. No. 513801464
Of 14 Arye Shenkar St., Herzliya
(Hereinafter: the "**Company**")

The first party;

And between: **Yoram Baumann**
ID. No. 051886224
Of 36 HaMazbiim St., Tzahala, Tel Aviv
(Hereinafter: "**Yoram**" or the "**Chairman**")

The second party;

Whereas: The Company desires to receive from Yoram services as Chairman of the Board;

And whereas: Yoram declares that he provides such services as said and that he possesses the competence, knowledge, expertise, and experience that are required for the purpose of providing the services in accordance with this Agreement;

And whereas: The parties agreed that Yoram will provide the services to the Company, and all as stated in this Agreement;

Therefore, it is Declared, Stipulated and Agreed between the Parties as Follows:

1. **Preamble**

1.1. The preamble to this Agreement and Appendixes thereof constitute an integral part hereof. In the event of discrepancy between the said in the body of the Agreement and Appendixes thereof – the said in the body of the Agreement shall take precedence.

1.2. The headings of the sections will serve for the purpose of orientation and convenience only and will not serve for the purpose of interpreting the Agreement.

2. **The services**

2.1. Yoram shall provide to the Company chairman services and, in this regard, shall act as the Chairman of the Board of the parent company – ViewBix Inc., a company traded in the OTCQB Venture Market in the United States (hereinafter: "**ViewBix**") and of the subsidiary of ViewBix Inc., GIX MEDIA Ltd. (hereinafter: the "**Services**"). The Company and the aforesaid companies shall be referred in this Agreement jointly: the "**ViewBix Group**."

2.2. For the avoidance of doubt, it is clarified that Yoram shall be entitled to engage in additional occupations, as long as such occupations do not give rise to a conflict of interests with the Services contemplated in this Agreement.

3. **Declarations and undertakings of the Chairman**

The Chairman hereby declares, confirms, and warrants as follows:

3.1. The Chairman is not precluded under any law and/or agreement from engaging in this Agreement and performing his entire obligations in accordance with this Agreement and any other of his obligations is not in contradiction to his obligations by virtue of this Agreement;

3.2. The Chairman possesses the experience, knowledge and competence that are required for the purpose of providing the Services to the Company;

3.3. The Chairman shall dedicate his knowledge, experience, and skills for the purpose of providing the Services, shall provide the Services as said in a dedicated and loyal manner, and shall avoid any act or omission that might harm the Company and/or its reputation and/or harm the Company in any manner;

3.4. The Chairman shall avoid any action that constitutes or that might give rise to a conflict of interests with the Company and its actions and shall notify the Company without delay regarding any matter or issue in respect of which the Chairman has personal interest and/or that might give rise to a conflict of interests with the performance of the Services for the Company.

3.5. The Chairman shall observe the entire provisions set forth in the law in connection with the performance of the Services by the Chairman for the Company.

4. **Term of Agreement**

4.1. This Agreement is made for an unlimited period of time, commencing on June 13, 2022 and shall expire in accordance with the provisions set forth hereunder (hereinafter: the "**Term of Agreement**").

4.2. Each of the parties to this Agreement shall be entitled to terminate this Agreement at any time and for any reason, by delivery of a 30 days' prior notice to the other party (hereinafter respectively: the "**Advance Notice**" and the "**Advance Notice Period**").

4.3. If a party delivered Advance Notice to the other party as said, the Term of Agreement shall expire on the expiration date of the Advance Notice Period and none of the parties shall be obligated to pay any compensation or payment to the other party as a result of the termination of the Agreement.

4.4. During the Advance Notice Period the Chairman shall continue to provide the Services to the Company; nevertheless, the Company shall be entitled, at its sole discretion, to waive the actual Services of the Chairman during the Advance Notice Period, in whole or in part, provided that the Company pays to the Chairman the entire consideration due to the Chairman in respect of the Advance Notice Period.

4.5. Notwithstanding the aforesaid, the Company shall be entitled to terminate this Agreement at any time forthwith and without delivery of Advance Notice upon the existence of one of the following –

(1) The Chairman committed a fundamental breach of this Agreement including, but not limited to, his undertaking of confidentiality and/or non-competition and/or non-solicitation;

(2) The Chairman breached his fiduciary duties towards the Company;

(3) The Chairman is unable, for any reason, to provide the Services to the Company;

(4) Circumstances arose that, if the Chairman had been an employee of the Company, such circumstances would have denied from the Chairman his entitlement to severance pay in accordance with the law.

5. **Consideration**

5.1. In return for the performance of the Services for the Company in accordance with this Agreement until November 30, 2022 the Chairman received monthly consideration in the amount of ILS 50,000 (in addition to statutory VAT), and as of December 1, 2022 the Chairman shall be entitled to monthly payment in the amount of ILS 65,000 in addition to statutory VAT (hereinafter: the "**Consideration**"). It is clarified that half of the Consideration amount shall be paid to the Chairman by the Company and the other half of the Consideration shall be paid to the Chairman of GIX Media Ltd.

Notwithstanding the aforesaid, it is clarified that the Board of Directors of the Company shall be entitled to decide, at its discretion and based on the cash flow of the Company, that an amount of ILS 15,000 out of the Consideration amount shall not be paid regularly to the Chairman, and its payment shall be deferred to a later date.

5.2. The Consideration shall be paid to the Chairman once in each calendric month, until the 31st of the month, for the Services that the Chairman provided for the previous month, provided that the Chairman provides to the Company an invoice as required until the first date of that month. A delay of up to 3 days in the payment of the Consideration shall not constitute breach of the Agreement and shall not entitle Yoram to any relief.

5.3. The Chairman shall provide to the Company, in 14 days as of the signing date of this Agreement, a valid certificate regarding keeping books of account and a certificate regarding withholding of tax at source or exemption from withholding of tax at source.

5.4. If the Chairman delivers written notice to the Company stating that he does not hold an active file in the tax authorities as a licensed dealer, in lieu of the arrangement laid down in section 5.2 above regarding the issuance of invoices to the Company, the Chairman shall not issue an invoice to the Company however the Company shall withhold from the Consideration amount tax at source in accordance with the provisions of the law, or according to the confirmation from the Assessing Officer regarding the tax rate that is deductible at source and that the Chairman shall provide to the Company shortly after the signing date of this Agreement.

5.5. The Chairman shall be entitled to reimbursement of expenses that the Chairman paid within the framework of the performance of the Services against receipts, in accordance with the procedures of the Company.

5.6. The Consideration is the full, final, and absolute consideration for the performance of the Services to the Company and for the performance of the entire undertakings of the Chairman in accordance with this Agreement.

5.7. **Annual bonus for meeting targets**

5.7.1. Subject to the compensation policy of the GIX Group and subject to the approval of the relevant organs, the Chairman shall be entitled to an annual bonus contingent on targets for an amount that shall not exceed the amount of the Consideration multiplied by six for each year, according to the following information:

Target	**Bonus amount**
Financial target Adjusted EBITDA[1]	For each increase with relation to the Adjusted EBITDA* in the year that preceded it according to the audited financial statements of the Company, when the first year of eligibility for the purpose of receiving the bonus is 2023 (with relation to the year 2022), the Chairman shall be entitled to payment at a rate of 5% of the total increase, that shall be paid in cash or by the issue of the ViewBix shares, as decided by the Manager at his discretion.
Equity funding round or debt raising not from a banking system, for an amount exceeding 5 million dollars. (To the extent that there is more than one equity funding round or one debt raising a year, the calculation shall be aggregate).	USD 50,000, paid in cash or by the issue of ViewBix shares.
Sale of an existing company in the ViewBix Group	If the transaction for the sale of the Company was for an adjusted shekel price exceeding its acquisition price, the Chairman shall be entitled to compensation for an amount constituting 5% of the amount of the difference between the acquisition and the sale of the Company, that shall be paid to the Chairman in cash.

5.7.2. Refund – the Manager shall refund the Company the amount of the annual bonus or a part thereof in the event it transpires in the future that the calculation of the bonus was made based on incorrect data that were represented in the financial statements of the Company over a period of three consecutive financial statements after the payment date of the annual bonus as said. The aforesaid shall be in accordance with and subject to the sections regarding return of variable compensation in the event of an error set out in the compensation plans of the Company.

5.7.3. It is clarified that the Board of Directors of the Company shall be entitled to decide at its discretion and based on the cash flow of the Company that the payment of the bonus for meeting targets, to the extent that the Chairman is entitled to such bonus, shall be deferred to a later date.

[1] Adjusted EBITDA is calculated as the EBITDA indicator with neutralization of expenses/other operating income (such as reorganization, merger expenses etc.) and options to employees. The indicator allows comparison of operational performance levels between different periods with neutralization of one-time influences of extraordinary expenses/income.

In the event of mergers and acquisitions that were performed during the eligibility year that is measured for the purpose of calculating eligibility to a bonus for a financial target – the calculation shall be made with neutralization of the Adjusted EBITDA of the acquired/merged company, while in the year subsequent to the year in which the acquisition/merger was performed – the calculation shall be made based on a pro forma report including full consolidation of the Adjusted EBITDA of the acquired/merging company.

6. **Insurance and indemnity of officers**

Yoram shall be added to the existing directors' and officers' liability insurance in the Company in accordance with the terms set forth in the policy that is in effect at the time, and shall receive from the Company an undertaking of indemnity similar to the other officers in the Company in accordance with the terms of the compensation policy of the Company and subject to the approval of the relevant organs of the Company.

7. **No employer-employee relationship**

7.1. After taking into account all relevant considerations and after receiving proper advice for the purpose of this matter, Yoram requested to perform his entire obligations towards the Company in accordance with this Agreement in the form set out in this Agreement, i.e., as an independent contractor and not as an employee, and therefore the relationship between Yoram and the Company shall be the relationship between a client – independent contractor and it is agreed expressly that no employer-employee relationship shall be maintained between Yoram and the Company and Yoram shall not be deemed as an employee of the Company for all intents and purposes and this Agreement or any provision hereof shall not give rise to employer-employee relationship between Yoram and the Company.

7.2. Without prejudice to the foregoing and the provisions set forth hereunder, Yoram shall indemnify and compensate the Company for any amount that the Company shall be obligated to pay to Yoram and/or to third parties for Yoram in consequence of a determination regarding the existence of employer-employee relationship between the parties, including payments to the National Insurance Institute and/or to the income tax authorities and/or any other expense associated therewith.

7.3. In addition, it is clear and agreed between the parties that the Consideration that was agreed between the Company and Yoram was calculated based on the assumption that the said Consideration shall constitute the full, total, and absolute cost that the Company shall incur in anything related to the performance of the Services.

7.4. Therefore, if the Labor Court or any other competent authority decide, whether by way of an application made by Yoram and whether following an application or an initiative of any other third party, that despite the agreements that were reached between the Company and Yoram, employer-employee relationship was maintained between Yoram and the Company, the following provisions shall apply:

(1) The monthly salary that Yoram would have been entitled to if Yoram had been employed as an employee of the Company and according to which all the social-benefit payments that were due to Yoram as an employee in accordance with the decision of the court or the competent authority, would total an amount equal to 70% of the Consideration (excluding VAT) for the period in respect of which it is stated that employer-employee relationship was maintained between the parties, and that Yoram received during the Term of Agreement in respect of which it is stated to employer-employee relationship was maintained between the parties (hereinafter: the "**Determining Salary**").

(2) Yoram shall be obligated to pay to the Company, in 14 days as of the date of the decision that employer-employee relationship was maintained between Yoram and the Company as said, the entire excess payments that the Company paid to Yoram in addition to the Determining Salary, as hereinabove defined, i.e., the difference between the Consideration that was actually paid in accordance with this Agreement during the period in respect of which it was concluded retroactively that employer-employee relationship was maintained between the parties, and the Determining Salary during this period (hereinafter: the "**Excess Payment**"); and all with the addition of linkage differentials to the consumer price index and interest in arrears, as of the date Yoram received any Excess Payment and until the date the payment is actually returned to the Company.

(3) In addition to the said, Yoram shall compensate and indemnify the Company for any expense the Company shall incur in connection with the maintenance of employer-employee relationship as stated above, including trial costs and attorney fees, and in respect of any liability of any kind that will be imposed on the Company in connection therewith, including payments to the tax authorities, National Insurance Institute etc. immediately after receiving the first demand of the Company to that effect.

The Company shall be entitled to offset from any Consideration Yoram shall be entitled to in accordance with this Agreement and/or pursuant to the decision of the judicial authority any Excess Payment the Company shall be entitled to in accordance with the provisions set forth above or the trial costs, attorney fees, payments to authorities etc.

(4) These undertakings of Yoram shall continue to apply even after expiration of the Term of Agreement and shall apply also to Yoram's survivors and/or substitutes and/or anyone acting on his behalf.

(5) The aforesaid constitutes settlement and notice of discharge with regard to severance pay in accordance with the provisions of section 29 of the Severance Pay Law 5723-1963 if and to the extent that it is ruled that Yoram is entitled to severance pay.

8. **Confidentiality**

Yoram hereby declares and warrants that during the Term of Agreement and even after the expiration thereof, for any reason, and for an unlimited period of time, as follows –

8.1. He shall keep in strict confidence any information of the Company and its business that reached and/or that will reach his possession and/or knowledge, whether directly and/or indirectly, in consequence of or in the course of the Term of Agreement and shall use the confidential information solely for the purpose of performing the Services to the Company and solely for the benefit of the Company.

8.2. He shall not disclose, deliver, communicate, or sell, whether or not for consideration, the confidential information to any third party, whether directly or indirectly.

8.3. He shall keep the confidential information in strict confidence, shall not copy, duplicate, or reproduce the confidential information and shall not publish the confidential information however only after obtaining the prior and written approval of the Company.

8.4. He shall apply all precautions and all other necessary measures that are required and/or that will be required for the purpose of protecting the confidential information and preventing the delivery of the confidential information and/or ensuring that the confidential information will not reach any third party.

8.5. He shall return to the Company, immediately after receiving its first demand, or on the expiration date of this Agreement, any confidential information and/or a copy of any document constituting part of the confidential information and/or materials containing the confidential information that were provided to him and/or that reached his possession in any manner.

8.6. He shall perform anything required from him by the Company for the purpose of protecting or safeguarding the rights of the Company and shall sign any document that is required in connection therewith.

8.7. He undertakes to be held liable and/or indemnify and compensate the Company for any kind of damage caused in consequence of his failure to proof the said undertakings. For the avoidance of doubt, it is hereby clarified that the aforesaid shall be without prejudice to any remedy or relief that the Company and/or anyone acting on its behalf may seek in accordance with the provisions set forth in any law as a result of failure to perform these undertakings.

"**Confidential Information**" for the purpose of this section – any information of any kind of or in connection with the Company or of or in connection with the shareholders, related corporations, sister companies, subsidiaries etc. including, and without prejudice to the generality of the aforesaid, technical, business, economic, accounting, commercial and professional information, trade secrets (including according to their definition in accordance with the law), business plans, projects, marketing and sale processes and strategies, work methods, specifications, procedures, customers' lists, information regarding agents, contact information with customers, suppliers and agents, information regarding manpower and payroll data, agreements, business activities, applications, descriptions, software products, financial data, technologies, patents, plans, work methods and operation methods, equipment, products, prices, any terms of payment, pricing, profit margins, systems, developments, inventions, enhancements, and all whether verbal or written, and whether on any media, except for information that is in the public domain and all provided the said information did not become part of the public domain in consequence of the breach of the undertaking of confidentiality made by the Chairman.

9. **Non-competition/non-solicitation**

9.1. Yoram declares that he is aware that in the course of the performance of the Services for the Company he will be exposed to Confidential Information and to the trade secrets of the Company whose disclosure to third parties and/or their use not as part of the performance of the Services might cause extensive damage to the Company and therefore Yoram undertakes that, as long as he provides Services to the Company, and for a period of 12 months as of the date Yoram ceased to provide Services to the Company in accordance with this Agreement (hereinafter: the "**Non-Compete Period**") Yoram shall act and observe all of the following provisions:

9.1.1. Yoram shall not compete with the Company, whether by himself and whether by others on his behalf, whether directly or indirectly, including as a partner, shareholder or in any other relation to a corporation that is in competition with the Company (except for an investment of up to 5% in a public company, without a right to appoint a director).

9.1.2. Yoram shall not engage, whether directly and/or indirectly, whether by himself or with others, with customers of the Company; and shall not solicit any of the customers of the Company to terminate his relations with the Company and/or reduce such relations and/or change their scope;

9.1.3. Yoram shall not provide Services and/or will not be employed, whether directly or indirectly, including, and without derogating from the aforesaid, as a partner and/or shareholder and/or as a service provider and/or in any other relation in the customers of the Company;

9.1.4. Yoram will not approach, contact, or solicit, whether directly or indirectly, whether in person and/or by others, whether or not for consideration, any of the employees of the Company and/or its freelance contractors to terminate their work for the Company.

9.2. Yoram agreed to accept the aforesaid undertakings in light of the fact that the Consideration paid to Yoram in accordance with this Agreement took into account his undertakings as stated above.

9.3. For the avoidance of doubt, it is clarified that the aforesaid shall be without prejudice to any right or any other relief the Company may seek in respect of damage caused to the Company as a result of breach by Yoram of his undertakings as said.

10. **Reputation, intellectual property rights**

Yoram declares and warrants that during the entire Term of Agreement and after expiration thereof, for any reason, and for an unlimited period of time –

10.1. The entire intellectual property rights that were created in consequence of or within the framework of or in the course of the performance of the Services are the exclusive property and possession of the Company and the Company shall be entitled to treat them at its absolute and sole discretion.

"**Intellectual property rights**" for the purpose of this section – any work, copyright, patent, invention, addition to an invention, improvement, enhancement, design, idea, innovation, model, trademark, development, process or design and any other intellectual property right and connections, reputation, if and to the extent created, in consequence of and in the course of the performance of the Services to the Company, whether or not any law applies thereto.

10.2. If and to the extent that the supplier has any rights in the intellectual property rights, the supplier hereby waives without claims and irrevocably the entire rights of any kind, whether present or future, of any kind and in any form and medium, and the supplier transfers the said rights in an exclusive, full, absolute, irrevocable, and unqualified manner to the Company. Without prejudice to the foregoing, it is clarified that Yoram shall not be entitled to any payment in connection with the intellectual property rights and the transfer of the rights therein to the Company as stated above including, but not limited to, royalties and/or any other payment.

10.3. The Company shall be solely entitled to protect the entire copyright and/or any intellectual property rights of any kind and/or any other rights stemming from the performance of the Services and/or that are related to the performance of the Services by registering the said rights in accordance with the law – if such rights can be registered – or in any other manner, and make any use or take advantage of such rights as said, in such manner and under conditions that the Company will see fit, at its sole discretion.

10.4. Yoram does not and will not have any claims and/or demands and/or suits of any kind against the Company in connection with any of the rights as stated in sub-section 10.1 above and/or copyright and/or performers' rights and/or any other intellectual property rights of any kind stemming from the performance of the Services and/or that are related to the performance of the Services.

10.5. Yoram waives any claim he has or may have in connection with any of the deliverables in connection with the said in sub-section 10.1 above in anything related to the manner, duration, quantity, place, and form of use thereof and/or in any part thereof, including by its alteration and/or its integration with other elements and/or deliverables and/or works.

10.6. In any event in which Yoram's signature on documents that are required for the purpose of granting force and confirming that the intellectual property rights as stated in sub-section 10.1 above are the property of the Company, Yoram will sign all documents as required, immediately and without delay, and following the demand of the Company, and shall perform any action required from him for the purpose of granting full force to the said actions.

11. **Miscellaneous**

11.1. This Agreement including Appendixes thereof expresses the full and entire agreement between the parties hereto with respect to the subject matter hereof and, unless otherwise stated in this Agreement, this Agreement replaces and revokes any prior representation, agreement, negotiations, practice, memorandum of understanding, offers, minutes of meeting, letters of intent and/or undertaking, whether verbal or written, that existed or that were exchanged with respect to the said matters between the parties prior to the signing hereof.

11.2. Consent by the Company to deviate from any of the provisions set forth in this Agreement in particular circumstances or in a series of instances shall not give rise to a precedent and no similar conclusions shall be drawn with respect to any other future instances. Any modification of this Agreement shall be null and void unless executed in writing and signed by all parties to this Agreement.

11.3. Avoidance by the Company to exercise a right granted to the Company in accordance with this Agreement is not and shall not be construed in any manner as waiver of the said right.

11.4. Any notices in connection with this Agreement shall be delivered in registered mail or by fax or delivered in person to the addresses of the parties as stated in the preamble to this Agreement (or any other address, following delivery of a proper written notice) and any notice as said shall be deemed to have reached its recipient on the earlier of the following dates: if transmitted by fax, at the time of its actual delivery (or its offer to the recipient, if the notice is declined); or after three (3) business days as of the date the notice was delivered in registered mail.

11.5. The parties shall not be entitled to endorse and/or assign and/or transfer to another their rights or obligations in accordance with this Agreement, in whole or in part, without obtaining the prior and written approval of the other in connection therewith.

11.6. The laws of the State of Israel shall apply in anything relating to and arising out of this Agreement including, and without prejudice to the generality of the aforesaid, its interpretation and/or performance and/or breach and/or effect and/or legality and/or termination etc.

11.7. The competent courts in the Center District or in the Tel Aviv District shall have sole and exclusive jurisdiction in anything relating to and arising out of this Agreement including, and without prejudice to the generality of the aforesaid, its interpretation and/or performance and/or breach and/or effect and/or legality and/or termination thereof etc.

11.8. If any one or more of the provisions contained in this Agreement is held unenforceable and/or invalid for any reason (hereinafter: the "**Unenforceable Provision**") the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the parties shall act for the purpose of performing this Agreement in conformance to its tenor including the replacement of the Unenforceable Provision with an alternative provision whose consequence and operation are substantially similar to the consequences and operations of the Unenforceable Provision.

And in witness hereof the parties are hereby undersigned:

[Signature and Stamp: ViewBix Ltd. Company Reg. No. 513801464]	*/s/ Yoram Baumann*
ViewBix Ltd.	**Yoram Baumann**

Exhibit 21.1

LIST OF SUBSIDIARIES

Company Name	Jurisdiction of Incorporation
Viewbix Ltd.[1]	Israel
Emerald Medical Applications Ltd.[2]	Israel
VB Interactive Video Technologies Inc.[3]	Delaware
Gix Media Ltd.[4]	Israel
Cortex Ltd. [5]	Israel

(1) Viewbix Ltd. is the wholly-owned subsidiary of Viewbix Inc.
(2) Emerald Medical Applications Ltd. is the wholly-owned subsidiary of Viewbix Inc.
(3) VB Interactive Video Technologies Inc. is the wholly-owned subsidiary of Viewbix Ltd.
(4) Following the consummation of that certain Agreement and Plan of Merger on September 19, 2022, with Gix Media Ltd. and Vmedia Merger Sub Ltd., an Israeli company and a previous wholly-owned subsidiary of the Company ("Merger Sub"), pursuant to which Merger Sub merged into Gix Media Ltd., with Gix Media Ltd. being the surviving entity and becoming a wholly-owned subsidiary of the Company.
(5) Cortex Ltd. is a majority-owned subsidiary (80%) of Gix Media Ltd.

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Amihay Hadad, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2022 of Viewbix Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the year-end covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the year-end presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the year-end in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the year-end covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 24, 2023

/s/ Amihay Hadad
Amihay Hadad
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Shahar Marom, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2022 of Viewbix Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the year-end covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the year-end presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the year-end in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the year-end covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 24, 2023

/s/ Shahar Marom
Shahar Marom
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Viewbix Inc. (the "Company") on Form 10-K for the year ended December 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Amihay Hadad, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Amihay Hadad
Amihay Hadad
Chief Executive Officer
Viewbix Inc.
March 24, 2023

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Viewbix Inc. (the "Company") on Form 10-K for the year ended December 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Shahar Marom, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Shahar Marom
Shahar Marom
Chief Financial Officer
Viewbix Inc.
March 24, 2023