

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

**FORM S-8**

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

**Safe-T Group Ltd.**

(Exact name of registrant as specified in its charter)

**State of Israel**

(State or other jurisdiction of  
incorporation or organization)

**Not applicable**

(I.R.S. Employer  
Identification No.)

**8 Abba Eban Ave., Herzliya, 4672526 Israel**  
(Address of Principal Executive Offices)

**Safe-T Group Ltd. Amended and Restated Global Incentive Plan**  
(Full title of the plan)

**Safe-T USA Inc.**  
**4607 Library Rd Ste 220 #1067 Bethel Park, PA 15102**  
**973-506-8810**  
(Name, address and telephone number of agent for service)

COPIES TO:

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Sullivan & Worcester LLP  
1633 Broadway  
New York, NY 10019  
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Gal Cohen, Adv.  
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28 HaArba'a St.  
Tel Aviv 6473925, Israel  
(972) 74-7580-480

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 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 ☐  
Non-accelerated filer ☒

Accelerated filer ☐  
Smaller reporting company ☐  
Emerging growth company ☒

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

## EXPLANATORY NOTE

The purpose of this Registration Statement on Form S-8, or the Registration Statement, is to register 1,500,000 additional Ordinary Shares of Safe-T Group Ltd., or the Registrant, to be reserved for issuance under the Safe-T Group Ltd. Global Equity Plan, or the Plan, which are in addition to the 2,700,000 Ordinary Shares (such number reflecting the 40:1 reverse split of the Registrant effected on October 15, 2021) under the Plan registered on the Registrant's Registration Statement on Form S-8 filed by the Registrant with the Securities and Exchange Commission, or the Commission, on August 12, 2021 (Commission File No. 333-258744), the 1,000,000 Ordinary Shares (such number reflecting the 40:1 reverse split of the Registrant effected on October 15, 2021) under the Plan registered on the Registrant's Registration Statement on Form S-8 filed by the Registrant with the Commission on November 17, 2020 (Commission File No. 333-250138), the 2,200,000 Ordinary Shares (such number reflecting the 40:1 reverse split of the Registrant effected on October 15, 2021) under the Plan registered on the Registrant's Registration Statement on Form S-8 filed by the Registrant with the Commission on June 18, 2020 (Commission File No. 333-239249), and the 48,661 Ordinary Shares (such number reflecting the 20:1 reverse split of the Registrant effected on October 21, 2019 and the 40:1 reverse split of the Registrant effected on October 15, 2021) under the Plan registered on the Registrant's Registration Statement on Form S-8 filed by the Registrant with the Commission on August 29, 2019 (Commission File No. 333-233510), or, collectively, the Prior Registration Statements.

This Registration Statement relates to securities of the same class as those to which the Prior Registration Statements relate, and is submitted in accordance with General Instruction E to Form S-8 regarding Registration of Additional Securities. Pursuant to Instruction E of Form S-8, the contents of the Prior Registration Statements are incorporated herein by reference and made part of this Registration Statement, except as amended hereby.

The increase in the number of Ordinary Shares authorized for issuance under the Plan was approved by the board of directors of the Registrant with effect from September 22, 2022.

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## **PART I**

### **INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The documents containing the information required in Part I of this Registration Statement have been or will be sent or given to participating employees as specified in Rule 428(b)(1) under the Securities Act of 1933, as amended, or the Securities Act, in accordance with the rules and regulations of the Commission. Such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following additional documents, which have been filed by the Registrant with the Commission are incorporated by reference in and made a part of this Registration Statement, as of their respective dates:

- (a) The Registrant's Annual Report on [Form 20-F](#) for the fiscal year ended December 31, 2021, filed with the Commission on March 29, 2022;
- (b) The Registrant's reports of foreign private issuer on Form 6-K furnished to the Commission on [November 16, 2021](#), [March 29, 2022](#) (with respect to the first paragraph, the sections titled "2021 Highlights and Recent Business Developments", "Financial Results for the Three Months Ended December 31, 2021", "Financial Results for the Year Ended December 31, 2021", "Balance Sheet Highlights", "Use of Non-IFRS Financial Results", "Forward-Looking Statements" and the IFRS financial statements in the press release attached as Exhibit 99.1), [April 18, 2022](#) (with respect to the first, second and fourth paragraphs and the section titled "Forward-Looking Statements" in the press release attached as Exhibit 99.1), [May 19, 2022](#) (with respect to the first, fourth and fifth paragraphs and the section titled "Forward-Looking Statements" in the press release attached as Exhibit 99.1), [May 26, 2022](#) (with respect to the first and third paragraphs and the section titled "Forward-Looking Statements" in the press release attached as Exhibit 99.1), [May 31, 2022](#) (with respect to the first paragraph and three bullet points under the first paragraph, the bullet points under the section titled "First Quarter 2022 Highlights and Recent Business Developments", the sections titled "Financial Results for the Three Months Ended March 31, 2022", "Balance Sheet Highlights", "Use of Non-IFRS Financial Results", "Forward-Looking Statements" and the IFRS financial statements in the press release attached as Exhibit 99.1), [July 6, 2022](#) (with respect to the first two and the fourth paragraphs and the section titled "Forward-Looking Statements" in the press release attached as Exhibit 99.1), [July 13, 2022](#), [August 10, 2022](#) (with respect to the first, second and the fourth through seventh paragraphs and the section titled "Forward-Looking Statements" in the press release attached as Exhibit 99.1, the Agreement, dated August 8, 2022, by and between Safe-T Group Ltd. and ORB Spring Ltd. (the "Agreement"), attached as Exhibit 10.1, and the forms of warrants to be issued pursuant to the Agreement, attached as Exhibits 4.1, 4.2, 4.3 and 4.4) and [August 31, 2022](#) (with respect to the first paragraph titled "Key highlights for the six-months ended June 30, 2022" and the sections titled "Second Quarter 2022 Highlights and Recent Business Developments", "Financial Results for the Three Months Ended June 30, 2022", "Financial Results for the Six Months Ended June 30, 2022", "Balance Sheet Highlights", "Use of Non-IFRS Financial Results", "Forward-Looking Statements" and the IFRS financial statements in the press release attached as Exhibit 99.1, the Interim Condensed Consolidated Financial Statements (Unaudited) as of June 30, 2022 attached as Exhibit 99.2, the Management's Discussion and Analysis of Financial Condition and Results of Operations for the six months ended June 30, 2022 attached as Exhibit 99.3, and the Unaudited pro forma financial statements attached as Exhibit 99.4); and [September 23, 2022](#).
- (c) The description of the Registrant's Ordinary Shares and ADSs contained in the Registrant's registration statement on [Form 8-A](#) (File No. 001-38610), filed under the Securities Exchange Act of 1934, as amended, or the Exchange Act, as amended by [Exhibit 2.2](#) to the Registrant's Annual Report on Form 20-F for the year ended December 31, 2021, and including any further amendment or report filed or to be filed for the purpose of updating such description.

In addition to the foregoing, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act and all reports on Form 6-K subsequently filed by the Registrant which state that they are incorporated by reference herein, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents and reports.

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

**Item 8. Exhibits.**

4.1	<a href="#"><u>Amended and Restated Articles of Association of Safe-T Group Ltd. (filed as Exhibit 99.2 to Form 6-K (File No. 001-38610) filed on September 15, 2020 and incorporated herein by reference).</u></a>
5.1	<a href="#"><u>Opinion of Sullivan &amp; Worcester Tel Aviv (Har-Even &amp; Co.)</u></a>
23.1	<a href="#"><u>Consent of Kesselman &amp; Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, with respect to the financial statements of Safe-T Group Ltd.</u></a>
23.2	<a href="#"><u>Consent of Kesselman &amp; Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, with respect to the financial statements of CyberKick Business.</u></a>
23.3	<a href="#"><u>Consent of Sullivan &amp; Worcester Tel Aviv (Har-Even &amp; Co.) (included in the opinion filed as Exhibit 5.1 to this Registration Statement).</u></a>
24.1	<a href="#"><u>Power of Attorney (included on signature page).</u></a>
99.1	<a href="#"><u>The Safe-T Group Ltd. Amended and Restated Global Incentive Plan (filed as Exhibit 99.1 to Form 6-K (File No. 001-38610) filed on September 23, 2022, and incorporated herein by reference).</u></a>
99.2	<a href="#"><u>The Amended and Restated U.S. Addendum to the Safe-T Group Ltd. Amended and Restated Global Incentive Plan (filed as Exhibit 99.2.B to Form 6-K (File No. 001-38610) filed on September 23, 2022, and incorporated herein by reference).</u></a>
107	<a href="#"><u>Filing Fee Table.</u></a>

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Herzliya, State of Israel, on September 23, 2022.

### SAFE-T GROUP LTD.

By: /s/ Shachar Daniel

Name: Shachar Daniel

Title: Chief Executive Officer

## POWER OF ATTORNEY AND SIGNATURES

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

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

Signature	Title	Date
<u>/s/ Shachar Daniel</u> Shachar Daniel	Chief Executive Officer, Director (Principal Executive Officer)	September 23, 2022
<u>/s/ Shai Avnit</u> Shai Avnit	Chief Financial Officer (Principal Financial and Accounting Officer)	September 23, 2022
<u>/s/ Chen Katz</u> Chen Katz	Director, Chairman of the Board of Directors	September 23, 2022
<u>/s/ Yehuda Halfon</u> Yehuda Halfon	Director	September 23, 2022
<u>/s/ Rakefet Remigolski</u> Rakefet Remigolski	Director	September 23, 2022
<u>/s/ Avi Rubinstein</u> Avi Rubinstein	Director	September 23, 2022
<u>/s/ Moshe Tal</u> Moshe Tal	Director	September 23, 2022

**SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES**

Pursuant to the Securities Act of 1933, as amended, the undersigned the duly authorized representative in the United States of Safe-T Group Ltd., has signed this Registration Statement on Form S-8 on September 23, 2022.

**Safe-T USA Inc.**

/s/ Chen Katz

Chen Katz, Director



**Sullivan & Worcester Tel Aviv**  
 28 HaArba'a St. HaArba'a Towers North Tower, 35th  
 Floor  
 Tel-Aviv, Israel

+972-747580480  
 sullivanlaw.com

September 23, 2022

To:  
 Safe-T Group Ltd.  
 8 Abba Eban Blvd. Herzliya 4672526, Israel

Re: **Registration Statement on Form S-8**

Ladies and Gentlemen:

We have acted as Israeli counsel for Safe-T Group Ltd., an Israeli company (the "**Company**"), in connection with the Registration Statement on Form S-8 (the "**Registration Statement**") filed by the Company on the date hereof with the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"). The Registration Statement relates to the registration of an additional 1,500,000 of the Company's ordinary shares, no nominal value (the "**Shares**"), issuable under the Safe-T Group Amended and Restated Global Incentive Plan (the "**Plan**").

In connection herewith, we have examined the originals, or photocopies or copies, certified or otherwise identified to our satisfaction, of: (i) the Registration Statement to which this opinion is attached as an exhibit; (ii) a copy of the articles of association of the Company, as currently in effect; (iii) resolutions of the board of directors which relate to the Registration Statement and the Plan; and (iv) such other corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company as we have deemed relevant and necessary as a basis for the opinions hereafter set forth. We have also made inquiries of such officers and representatives as we have deemed relevant and necessary as a basis for the opinions hereafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, confirmed as photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company. In addition, we have assumed that the Shares and any equity awards that provide for the acquisition thereof will be granted in accordance with the Plan and the Company's articles of association.

We are members of the Israel Bar and we express no opinion as to any matter relating to the laws of any jurisdiction other than the laws of the State of Israel and have not, for the purpose of giving this opinion, made any investigation of the laws of any other jurisdiction than the State of Israel.

Based upon and subject to the foregoing, we are of the opinion that the Shares issuable under the Plan have been duly authorized and, when issued and paid for in accordance with the terms of the Plan and applicable option grant, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, the rules and regulations of the SEC promulgated thereunder or Item 509 of the SEC's Regulation S-K under the Securities Act.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm wherever appearing in the Registration Statement in connection with Israeli law. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Sullivan & Worcester Tel Aviv (Har-Even & Co.)  
 \_\_\_\_\_  
 Sullivan & Worcester Tel Aviv (Har-Even & Co.)



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Safe-T Group Ltd. of our report dated March 29, 2022 relating to the financial statements, which appears in Safe-T Group Ltd.'s Annual Report on Form 20-F for the year ended December 31, 2021.

/s/ Kesselman & Kesselman

Certified Public Accountants (Isr.)

A member firm of PricewaterhouseCoopers International Limited

Tel-Aviv, Israel

September 23, 2022

**CONSENT OF INDEPENDENT ACCOUNTANTS**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Safe-T Group Ltd. of our report dated November 16, 2021 relating to the financial statements of CyberKick Business, which appears in Safe-T Group Ltd.'s Form 6-K dated November 16, 2021.

/s/ Kesselman & Kesselman

Certified Public Accountants (Isr.)

A member firm of PricewaterhouseCoopers International Limited

Tel-Aviv, Israel

September 23, 2022

## Calculation of Filing Fee Tables

Form S-8  
(Form Type)Safe-T Group Ltd.  
(Exact Name of Registrant as Specified in its Charter)Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation	Amount Registered (1)(2)	Proposed Maximum Offering Price Per Share (4)	Proposed Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
<b>Newly Registered Securities</b>								
Fees to Be Paid	Equity	Ordinary Shares, no par value per share (3)	Rule 457(c) and 457(h)	1,500,000	\$ 0.51	\$ 765,000	\$ .0000927	\$ 70.91
	<b>Total Offering Amounts</b>				\$ 0.51	\$ 765,000		\$ 70.91
	<b>Total Fees Previously Paid</b>							---
	<b>Total Fee Offsets</b>							---
	<b>Net Fee Due</b>							---

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, or the Securities Act, this Registration Statement also covers an indeterminate number of additional securities which may be offered and issued to prevent dilution resulting from stock splits, stock dividends, recapitalizations or similar transactions.
- (2) Represents Ordinary Shares reserved for issuance upon the exercise of options that may be granted under the plan to which this Registration Statement relates.
- (3) American Depositary Shares, or ADSs, evidenced by American Depositary Receipts, or ADRs, issuable upon deposit of Ordinary Shares, no par value per share, of Safe-T Group Ltd., or the Registrant, are registered on a separate Registration Statement on Form F-6 (File No. 333-218251). Each ADS represents one Ordinary Share.
- (4) The fee is based on the number of Ordinary Shares which may be issued under the plan to which this Registration Statement relates and is estimated in accordance with paragraphs (c) and (h) of Rule 457 under the Securities Act solely for the purpose of calculating the registration fee based upon the average of the high and low sales price of an ADS as reported on the Nasdaq Capital Market on September 21, 2022.

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

**FORM F-3**

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

**SAFE-T GROUP LTD.**

(Exact name of registrant as specified in its charter)

**Not Applicable**

(Translation of Registrant's Name into English)

**State of Israel**

(State or other jurisdiction of  
incorporation or organization)

**Not Applicable**

(I.R.S. Employer  
Identification No.)

**8 Abba Eban Ave.  
Herzliya  
4672526 Israel  
+972-077-9709030**

(Address and telephone number of registrant's principal executive offices)

**Safe-T USA Inc.  
4607 Library Rd Ste 220 #1067  
Bethel Park, PA 15102  
Tel: 973.506.8810**

(Name, address, and telephone number of agent for service)

**Copies to:**

**Oded Har-Even, Esq.  
Howard E. Berkenblit, Esq.  
Sullivan & Worcester LLP  
1633 Broadway  
New York, NY 10019  
Tel: (212) 660-3000**

**Reut Alfiah, Adv.  
Sullivan & Worcester Tel-Aviv (Har-Even & Co.)  
28 HaArba'a St. HaArba'a Towers  
North Tower, 35th floor  
Tel-Aviv, Israel 6473925  
Tel: +972 74-758-0480**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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<sup>†</sup> provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus is not complete and may be changed. The selling shareholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated September 23, 2022

PROSPECTUS



SAFE-T GROUP LTD.

**Up to 11,264,440 American Depositary Shares Representing Ordinary Shares**

The selling shareholders identified in this prospectus may offer from time to time up to 11,264,440 American Depositary Shares, or ADSs, consisting of (i) up to 4,062,045 Ordinary Shares, represented by ADSs, issued to certain individuals named in this prospectus, pursuant to a share purchase agreement, dated July 1, 2021, or the Share Purchase Agreement, (ii) up to 2,181,009 Ordinary Shares, which may be converted to ADSs, issuable to certain individuals named in this prospectus, pursuant to earnout provisions in the Share Purchase Agreement; (iii) up to 2,068,966 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series A Warrants, exercisable at a price per share of \$0.725, or the Series A Warrant, pursuant to an agreement, dated August 8, 2022, by and between us and O.R.B. Spring Ltd., or ORB, or the ORB Agreement; (iv) up to 344,828 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series B Warrants, exercisable at a price per share of \$1.45, or the Series B Warrant, pursuant to the ORB Agreement; (v) up to 2,222,222 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series C Warrants, exercisable at a price per share of \$0.675, or the Series C Warrant, pursuant to the ORB Agreement; (vi) up to 370,370 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series D Warrants, exercisable at a price per share of \$1.35, or the Series D Warrant, pursuant to the ORB Agreement; and (vii) up to 15,000 Ordinary Shares, which may be converted to ADSs, issued to a certain service provider listed in this prospectus. The Series A Warrants, Series B Warrants, Series C Warrants and Series D Warrants are collectively referred to as the "Warrants."

This prospectus describes the general manner in which the ADSs may be offered and sold by the selling shareholders. If necessary, the specific manner in which the shares may be offered and sold will be described in a supplement to this prospectus. We are not selling any shares under this prospectus and will not receive any proceeds from the sale of the shares by the selling shareholders. See "Use of Proceeds." The selling shareholders may sell all or a portion of the ADSs (upon conversion from Ordinary Shares) from time to time in market transactions through any market on which our ADS are then traded, in negotiated transactions or otherwise, and at prices and on terms that will be determined by the then prevailing market price or at negotiated prices directly or through a broker or brokers, who may act as agent or as principal or by a combination of such methods of sale. See "Plan of Distribution"

The ADSs, each representing one of our Ordinary Shares, evidenced by American Depositary Receipts, are traded on the Nasdaq Capital Market under the symbol "SFET." On September 21, 2022, the last reported sale price of our ADSs was \$0.48 per ADS.

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and are subject to reduced public company reporting requirements.

**AN INVESTMENT IN OUR SECURITIES INVOLVES RISKS. SEE THE SECTION ENTITLED "RISK FACTORS" BEGINNING ON PAGE 4 AND IN OUR ANNUAL REPORT ON FORM 20-F FOR THE FISCAL YEAR ENDED DECEMBER 31, 2021, WHICH WAS FILED ON MARCH 29, 2022, OR THE 2021 ANNUAL REPORT.**

**Neither the Securities and Exchange Commission nor any state or other securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is , 2022

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**You should rely only on the information contained in this prospectus, including information incorporated by reference herein, and prospectus supplement or any free writing prospectus prepared by or on behalf of us or to which we have referred you. Neither we nor the selling shareholders have authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. This prospectus does not constitute an offer to sell, or a solicitation of an offer to purchase, the securities offered by this prospectus in any jurisdiction to or from any person to whom or from whom it is unlawful to make such offer or solicitation of an offer in such jurisdiction. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our securities.**

For investors outside of the United States: Neither we nor any of the selling shareholders have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to this offering and the distribution of this prospectus. In this prospectus, unless otherwise indicated, all references to the “Company,” “we,” “our” and “Safe-T” refer to Safe-T Group Ltd. and its subsidiaries.

References to “U.S. dollars” and “\$” are to currency of the United States of America, and references to “NIS” are to New Israeli Shekels. References to “Ordinary Shares” are to our Ordinary Shares, no par value per share, that are traded on the Tel Aviv Stock Exchange, or TASE, under the symbol “SFET”. References to ADSs are to our American Depositary Shares, each representing one of our Ordinary Shares, that are traded on the Nasdaq Capital Market, or Nasdaq, under the symbol “SFET” since August 17, 2018.

## OUR COMPANY

### *Overview*

We are a global provider of cybersecurity and privacy solutions to consumers and enterprises. We operate in three distinct segments, providing solutions according to specific needs. The segments include consumer cybersecurity and privacy solutions, enterprise privacy solutions and enterprise cybersecurity solutions. Our cyber security and privacy solutions for consumers provide a wide security blanket against ransomware, viruses, phishing, and other online threats as well as a powerful, secured and encrypted connection, masking consumers online activity and keeping them safe from hackers. The solutions are designed for advanced and basic users, ensuring complete protection for all personal and digital information. Our privacy solutions for enterprises are based on our fast, advanced and secured proxy network, enabling our customers to collect data anonymously at any scale from any public sources over the web, using a unique hybrid network. Our network comprises millions of residential exit points based on our proprietary reflection technology and hundreds of servers through a comprehensive network of Internet Service Provider partners around the world. The infrastructure is optimally designed to guarantee the privacy, quality, stability and the speed of the service. Our ZoneZero® cybersecurity solutions for enterprises, designed for cloud, on-premises and hybrid networks, mitigate attacks on enterprises' business-critical services and sensitive data, while ensuring uninterrupted business continuity. Organizations' access use cases, whether from outside the organization or within the organization, are secured according to our "validate first, access later" zero trust philosophy. The ZoneZero® cybersecurity solutions are developed, marketed, sold and supported from November 2021 exclusively by TerraZone Ltd., a cybersecurity specialist reseller.

### *ORB Funding*

On August 8, 2022, we closed a non-dilutive strategic funding agreement of up to \$4,000,000 to support the further growth of our consumer privacy solutions and our customer acquisition program. Under the terms of the agreement, ORB will provide the Company with a cash commitment of \$2,000,000 with an additional \$2,000,000 available subject to achievement of certain milestones. The funding, made through a series of cash installments until July 2023, will be allocated specifically towards our customer acquisition program for one of our consumer privacy solutions. ORB is controlled by Barak Avitbul, an accomplished technology industry entrepreneur and leader and the founder and former Chief Executive Officer of the Company's enterprise privacy business subsidiary, NetNut Ltd. In addition, Mr. Avitbul was granted an opportunity to make additional investments in the Company through a series of warrants enabling him to increase his future interest in Safe-T's businesses, including the attractive consumer privacy market. The warrants are exercisable at prices reflecting premiums ranging from approximately 130% to 300% of the closing share price at the date of the agreement, for periods of up to 3 years from the vesting dates of the respective warrants. Upon potential exercise of all granted warrants, the Company may receive additional aggregate gross proceeds of between \$2,000,000 and \$4,000,000, based upon the amount of additional funding provided. The Company shall have the right to require the exercise of all or any portion of the warrants if the closing price of the Company's Ordinary Shares exceeds 150% of the respective exercise price of each series of warrants for three consecutive trading days. The Company has obtained an irrevocable undertaking from both ORB and Mr. Avitbul which includes a grant of irrevocable proxy in connection with all voting rights attached to the Ordinary Shares of the Company underlying the warrants or any shares issued for repayment. The undertaking solely applies in connection with certain voting matters and in accordance with the recommendations put forward to shareholders by Safe-T's board of directors. The irrevocable undertaking will expire in regard to any shares sold by ORB or Mr. Avitbul on a stock exchange market or upon a change of control of the Company, which for the purpose of this undertaking means the acquisition by any individual, entity or group of beneficial ownership of more than 30% of the issued and outstanding share capital of the Company (excluding the holdings of Mr. Avitbul in the Company for calculation of the aforesaid 30% threshold). This irrevocable proxy will continue to apply to shares sold, transferred or otherwise disposed in a private market transaction unless ORB or Mr. Avitbul provide the Company with a 45-day advanced written notice of their intention to sell or transfer the shares, and provide the Company, or any assignee on its behalf, the right of first offer to negotiate such sale and transfer. This right of notice and first offer also applies to all Ordinary Shares of the Company that may originate from exercise of the Warrants.



### ***CyberKick Transaction***

On July 1, 2021, we entered into the Share Purchase Agreement with Takoomi Ltd., the Sellers (as defined in the agreement) and CyberKick Ltd., or CyberKick, pursuant to which on July 4, 2021 the Company acquired all of the outstanding share capital of CyberKick, a private Israeli company, which provides SaaS security and privacy tools for consumers. CyberKick is the legal holder of certain intangible assets which were transferred to it on the acquisition date. The initial consideration for the transaction was paid for in cash and with our Ordinary Shares, as set forth below.

In consideration for the purchased shares, we paid and agreed to pay to CyberKick's shareholders, named in this prospectus, or CyberKick's Selling Shareholders:

- initial consideration paid on the closing of the transaction - a combination of cash (\$3.7 million) and 4,062,045 Ordinary Shares (\$5.6 million); and
- a potential earn-out payment of up to \$3 million in total, subject to certain revenue targets of CyberKick during the first and second year following the closing of the transaction. We may decide, at our sole discretion, to pay the earn-out consideration in whole or in part in equity. On July 17, 2022, we issued a total of 2,181,009 Ordinary Shares (equal to \$1.05 million) to CyberKick's Selling Shareholders for qualifying with the designated revenue targets of the first-year anniversary of the Share Purchase Agreement.

The Company has obtained an irrevocable undertaking from two of CyberKick's Selling Shareholders, Mr. Rotem Lev and Mr. Yotam Benattia, which includes a grant of irrevocable proxy in connection with all voting rights attached to the Ordinary Shares issued to them under the Share Purchase Agreement. The irrevocable undertaking applies solely in connection with certain voting matters and in accordance with the recommendations put forward to shareholders by Safe-T's board of directors. The irrevocable undertaking will expire (with respect to any shares sold by such CyberKick's Selling Shareholders) upon a change of control of the Company, or if such CyberKick's Selling Shareholders become non-executive officers of the Company and with accumulated holdings of less than 2.5% of the then issued and outstanding share capital, or upon a transaction by the Company involving an issuance of at least 5% of the then issued and outstanding share capital.

## ABOUT THIS OFFERING

This prospectus describes the general manner in which the selling shareholders identified in this prospectus may offer from time to time up to 11,264,440 ADSs, each represents one of our ordinary shares, no par value per share. The securities consisting of (i) up to 4,062,045 ADSs, issued to certain individuals named in this prospectus, pursuant to the Share Purchase Agreement; (ii) up to 2,181,009 Ordinary Shares, which may be converted to ADSs, issuable to certain individuals named in this prospectus, pursuant to earnout provisions in the Share Purchase Agreement; (iii) up to 2,068,966 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series A Warrants, pursuant to the ORB Agreement; (iv) up to 344,828 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series B Warrants, pursuant to the ORB Agreement; (v) up to 2,222,222 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series C Warrants, pursuant to the ORB Agreement; (vi) up to 370,370 Ordinary Shares, which may be converted to ADSs, issuable upon the exercise of Series D Warrants, pursuant to the ORB Agreement; and (vii) up to 15,000 Ordinary Shares, which may be converted to ADSs, issued to a certain service provider listed in this prospectus.

Ordinary Shares currently outstanding 32,628,044 (includes Ordinary Shares represented by ADSs)

Securities offered by the selling shareholders (i) up to 4,062,045 outstanding ADSs, (ii) up to 2,181,009 Ordinary Shares, which may be converted to ADSs to be issued pursuant to earnout provisions; (iii) up to 2,068,966 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series A Warrants, (iv) up to 344,828 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series B Warrants; (v) up to 2,222,222 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series C Warrants; (vi) up to 370,370 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series D Warrants; and (vii) up to 15,000 Ordinary Shares, which may be converted to ADSs.

The ADSs Each ADS represents one of our Ordinary Shares. If converted to ADSs, the depositary will be the holder of the Ordinary Shares underlying the ADSs and you will have the rights of an ADS holder as provided in the deposit agreement among us, the depositary and holders and beneficial owners of ADSs from time to time.

Use of proceeds: We will not receive any proceeds from the sale of the ADSs by the selling shareholders. All net proceeds from the sale of the ADSs covered by this prospectus will go to the selling shareholders. However, we will receive cash proceeds equal to the total exercise price of the Warrants that are exercised.

We intend to use the proceeds from the exercise of the Warrants for working capital, which includes research and development and marketing, to advance our technologies and penetration into relevant markets as well as for general corporate purposes including the pursuit of strategic opportunities. See “Use of Proceeds.”

Risk factors: An investment in the ADSs offered under this prospectus is highly speculative and involves substantial risk. You should read the “Risk Factors” section starting on page 4 of this prospectus, and “Item 3. - Key Information – D. Risk Factors” in our 2021 Annual Report, incorporated by reference herein, and other information included or incorporated by reference in this prospectus for a discussion of factors to consider carefully before deciding to invest in our securities.

Depositary The Bank of New York Mellon

Nasdaq symbol: “SFET.”

The number of currently outstanding Ordinary Shares (including Ordinary Shares represented by ADSs) is 32,628,044 (or 37,634,430, assuming the exercise of all of the Warrants currently outstanding). This number excludes:

- 4,308,224 Ordinary Shares issuable upon the exercise of options, outstanding under our Safe-T Group Global Equity Plan, with exercise prices ranging between NIS 0.00 and NIS 3,600 (approximately \$1,100) per share; and
- 4,447,812 Ordinary Shares issuable upon the exercise of outstanding warrants issued to service providers, with exercise prices ranging between \$1.015 and \$289.00 per share.

## RISK FACTORS

*Investing in our securities involves risks. Please carefully consider the risk factors described in our periodic reports filed with the Securities and Exchange Commission, or SEC, including those set forth under the caption “Item 3. Key Information - D. Risk Factors” in our 2021 Annual Report, which is incorporated by reference into this prospectus. Before making an investment decision, you should carefully consider these risks as well as other information we include or incorporate by reference in this prospectus. You should be able to bear a complete loss of your investment.*

### NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements made under “Risk Factors,” “Use of Proceeds,” and elsewhere in this prospectus, including in our 2021 Annual Report, incorporated by reference herein, and other information included or incorporated by reference in this prospectus, constitute forward-looking statements. Forward-looking statements are often characterized by the use of forward-looking terminology such as “may,” “will,” “expect,” “anticipate,” “estimate,” “continue,” “believe,” “should,” “intend,” “project” or other similar words, but are not the only way these statements are identified.

These forward-looking statements may include, but are not limited to, statements relating to our objectives, plans and strategies, statements that contain projections of results of operations or of financial condition, expected capital needs and expenses, statements relating to the research, development, completion and use of our products, and all statements (other than statements of historical facts) that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future.

Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties. We have based these forward-looking statements on assumptions and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate.

Important factors that could cause actual results, developments and business decisions to differ materially from those anticipated in these forward-looking statements include, among other things:

- our planned level of revenues and capital expenditures and ability to continue as a going concern;
- our ability to market and sell our products;
- our plans to continue to invest in research and development to develop technology for both existing and new products;
- our ability to maintain our relationships with channel partners;
- our ability to maintain or protect the validity of our European, U.S. and other patents and other intellectual property;
- our ability to launch and penetrate markets in new locations, including taking steps to expand our activities in Europe and Southeast Asia and to enter into engagements with new business partners in those markets;
- our ability to engage in future strategic opportunities, including, but not limited to, strategic acquisitions, and achieve any expected benefits therefrom;
- our intention to increase marketing and sales activities and the potential costs of contracting with third parties to provide marketing and distribution services for us or for building such capacities internally;
- our intention to establish partnerships with industry leaders;

- our ability to implement on-line distribution channels and to generate sales from such channels;
- our ability to locate additional funding available to us on acceptable terms;
- our ability to retain key executive members;
- our ability to internally develop new inventions and intellectual property;
- our expectations regarding future changes in our cost of revenues and our operating expenses;
- our expectations regarding our tax classifications;
- interpretations of current laws and the passages of future laws;
- our ability to continue to comply with the minimum bid requirements of Nasdaq;
- the magnitude of our general and administrative expenses, and specifically the potential impact and costs related to legal proceedings;
- the potential earn-out payments under past acquisitions;
- the costs of future potential acquisitions
- acceptance of our business model by investors; and
- those factors referred to in “Item 3. Key Information – D. Risk Factors,” “Item 4. Information on the Company,” and “Item 5. Operating and Financial Review and Prospects,” of our 2021 Annual Report as well other factors in the 2021 Annual Report.

These statements are only current predictions and are subject to known and unknown risks, uncertainties, and other factors that may cause our or our industry’s actual results, levels of activity, performance or achievements to be materially different from those anticipated by the forward-looking statements. We discuss many of these risks in this prospectus in greater detail under the heading “Risk Factors” and other risk factors contained in the documents incorporated by reference herein. You should not rely upon forward-looking statements as predictions of future events. In addition, the section of our 2021 Annual Report entitled “Item 4. Information on the Company” contains information obtained from independent industry sources and other sources that we have not independently verified.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, performance, or achievements. Except as required by law, we are under no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise, after the date of this prospectus.

#### **USE OF PROCEEDS**

We will not receive any proceeds from the sale of the Ordinary Shares by the selling shareholders. All net proceeds from the sale of the Ordinary Shares covered by this prospectus will go to the selling shareholders. However, we will receive cash proceeds equal to the total exercise price of the Warrants that are exercised.

We intend to use the proceeds from the exercise of the Warrants for working capital, which includes research and development and marketing, to advance our technologies and penetration into relevant markets as well as for general corporate purposes including the pursuit of strategic opportunities.

Pending our use of the net proceeds from the exercise of the Warrants, we may invest the net proceeds in a variety of capital preservation investments, including short-term, investment grade, interest bearing instruments and U.S. government securities, as shall be decided by our board of directors from time to time.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of June 30, 2022:

- on an actual basis; and
- on an as adjusted basis to give effect to the full exercise of the Warrants and the full issuance of Ordinary Shares pursuant to the earnout provisions in the Share Purchase Agreement.

You should read this table in conjunction with the section titled “Item 5. Operating and Financial Review and Prospects” of our 2021 Annual Report and our financial statements and related notes included in our 2021 Annual Report, incorporated by reference herein.

<i>USD in thousands</i>	<b>As of June 30, 2022</b>	
	<b>Actual</b>	<b>As Adjusted<sup>(1)</sup></b>
Cash	\$ 4,040	\$ 8,040
Ordinary Shares, no par value: 75,000,000 Ordinary Shares authorized; 30,447,035 Ordinary Shares issued and outstanding (actual); 37,634,430 Ordinary Shares outstanding (as adjusted)	\$ -	\$ -
Share premium	\$ 92,520	\$ 97,570
Other equity reserves	\$ 16,338	\$ 15,288
Accumulated deficit	\$ (91,542)	\$ (91,542)
Total shareholders' equity	\$ 17,316	\$ 21,316
Total Capitalization	\$ 17,316	\$ 21,316

(1) Does not give effect to the ORB first tranche of funding of \$1,000,000 received on August 11, 2022.

The number of currently outstanding Ordinary Shares (including Ordinary Shares represented by ADSs) is 32,628,044 (or 37,634,430, assuming the exercise of all of the Warrants currently outstanding). This number excludes:

- 4,308,224 Ordinary Shares issuable upon the exercise of options outstanding under our Safe-T Group Global Equity Plan, with exercise prices ranging between NIS 0.00 and NIS 3,600 (approximately \$1,100) per share; and
- 4,447,812 Ordinary Shares issuable upon the exercise of outstanding warrants issued to service providers, with exercise prices ranging between \$1.015 and \$289.00 per share.

## SELLING SHAREHOLDERS

We have agreed to file the registration statement of which this prospectus forms a part to cover the resale by the selling shareholders of the ADSs which shall be owned by selling shareholders upon conversion of their Ordinary Shares, issuable upon the Company meeting the conditions set forth in the earnout provisions in the Share Purchase Agreement and issuable upon exercise of the Warrants. We are registering the Ordinary Shares represented by ADSs in order to permit the selling shareholders to offer ADSs represented by Ordinary Shares for resale from time to time.

Within the past three years, other than the relationships described herein, the selling shareholders have not held a position as an officer or director of ours, nor has any selling shareholder had any material relationship of any kind with us or any of our affiliates, except by way of providing services or by way of employment. All information with respect to share ownership has been furnished by the selling shareholders, unless otherwise noted. The selling shareholders may offer all or part of the ADSs they own for resale from time to time pursuant to this prospectus. The selling shareholders do not have any family relationships with our officers or directors.

Selling shareholders who are an affiliate of a broker-dealer and any participating broker-dealer are deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended, or the Securities Act, and any commissions or discounts given to any such selling shareholder or broker-dealer may be regarded as underwriting commissions or discounts under the Securities Act. To our knowledge, none of the selling shareholders is a broker-dealer or an affiliate of a broker-dealer.

The term “selling shareholder” also includes any transferees, pledgees, donees, or other successors in interest to the selling shareholders named in the table below. Except for voting arrangements described above under “Our Company”, to our knowledge, each selling shareholder named in the table below has sole voting and investment power (subject to applicable community property laws) with respect to the ADSs set forth opposite its name. We will file a supplement to this prospectus (or a post-effective amendment to the registration statement of which this prospectus forms a part, if necessary) to name successors to the selling shareholders who are able to use this prospectus to resell the securities registered hereby.

The second column lists the number of securities beneficially owned and the percentage ownership represented by the Ordinary Shares beneficially owned by each selling shareholder, based on its ownership of Ordinary Shares as provided to us by each selling shareholder, as of September 8, 2022.

The third column lists the total securities being offered by this prospectus by each selling shareholder.

The fourth column assumes the sale of all of the securities offered by each selling shareholder pursuant to this prospectus and lists the percentage ownership represented by the securities beneficially owned by the selling shareholder assuming the sale of all the securities offered by the selling shareholder pursuant to this prospectus. The selling shareholder may sell all, some or none of its shares in this offering. See “Plan of Distribution.”

Name of Selling Shareholder	Shares Beneficially Owned Prior to Offering <sup>(1)</sup>		Maximum Number of Shares to be Sold Pursuant to this Prospectus	Shares Owned Immediately After Sale of Maximum Number of Shares in this Offering	
	Number	Percentage <sup>(2)</sup>	Number	Number	Percentage <sup>(2)</sup>
Barak Avitbul	1,546,545 <sup>(3)</sup>	4.55%	5,006,386 <sup>(4)</sup>	339,648	1.04%
Roni Lev	2,955,113 <sup>(5)</sup>	9.04%	2,910,113 <sup>(6)</sup>	45,000	*
Yotam Benattia	2,955,113 <sup>(7)</sup>	9.04%	2,910,113 <sup>(8)</sup>	45,000	*
David Matrikin	431,266 <sup>(9)</sup>	1.32%	418,766 <sup>(10)</sup>	12,500	*
Pazit Hagag Bachar	7,862 <sup>(11)</sup>	*%	4,062 <sup>(12)</sup>	3,800	*
Chesapeake Group, Inc.	15,000	*%	15,000 <sup>(13)</sup>	-	-
<b>Total</b>	<b>7,910,899</b>	<b>23.21%</b>	<b>11,264,440</b>	<b>445,948</b>	<b>1.36%</b>

\* less than 1%.

- (1) Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities. Ordinary Shares subject to vested options and warrants currently exercisable, or exercisable within 60 days of September 23, 2022, are counted as outstanding for computing the percentage of the selling stockholder holding such options or warrants but are not counted as outstanding for computing the percentage of any other selling stockholder.
- (2) Applicable percentage of ownership is based on 32,628,044 Ordinary Shares outstanding as of September 23, 2022.
- (3) Includes 193,398 Ordinary Shares and 1,353,147 Ordinary Shares issuable upon the exercise of vested options (and upon conversion of the Ordinary Shares to ADSs). Address: 47 King David Street, Tel-Aviv, Israel.
- (4) Consists of up to 2,068,966 ADSs issuable upon the exercise of Series A Warrants (upon conversion of the Ordinary Shares to ADSs), (iv) up to 344,828 ADSs issuable upon the exercise of Series B Warrants (upon conversion of the Ordinary Shares to ADSs); (v) up to 2,222,222 ADSs issuable upon the exercise of Series C Warrants (upon conversion of the Ordinary Shares to ADSs); and (vi) up to 370,370 ADSs issuable upon the exercise of Series D Warrants (upon conversion of the Ordinary Shares to ADSs).
- (5) Includes up to 2,910,113 Ordinary Shares and 45,000 Ordinary Shares issuable upon the exercise of vested options, and subject to conversion of the Ordinary Shares to ADSs. Address: 3 Prof. Yuval Neeman Street, Tel Aviv, Israel.
- (6) Consists of 1,928,659 Ordinary Shares (of which 1,735,793 Ordinary Shares were converted to ADSs) and 981,454 Ordinary Shares issued as earnout consideration, pursuant to the Share Purchase Agreement, and subject to conversion of the Ordinary Shares to ADSs.
- (7) Includes up to 2,910,113 Ordinary Shares and 45,000 Ordinary Shares issuable upon the exercise of vested options, and subject to conversion of the Ordinary Shares to ADSs. Address: 113/29 Rothschild Street., Tel Aviv, Israel.
- (8) Consists of 1,928,659 Ordinary Shares (of which 1,735,793 Ordinary Shares were converted to ADSs) and 981,454 Ordinary Shares issued as earnout consideration, pursuant to the Share Purchase Agreement, and subject to conversion of the Ordinary Shares to ADSs.
- (9) Includes 418,766 Ordinary Shares and 12,500 Ordinary Shares issuable upon the exercise of vested options, and subject to conversion of the Ordinary Shares to ADSs. Address: 8/11 Mazal Arie Street, Jerusalem, Israel.
- (10) Consists of 200,665 Ordinary Shares currently outstanding and 218,101 Ordinary Shares issued as earnout consideration, pursuant to the Share Purchase Agreement, and subject to conversion of the Ordinary Shares to ADSs.
- (11) Includes 4,062 Ordinary Shares and 3,800 Ordinary Shares issuable upon the exercise of vested options, and subject to conversion of the Ordinary Shares to ADSs. Address: 1b Peleg Street., Mishmar David, Israel
- (12) Includes 4,062 Ordinary Shares issued pursuant to the Share Purchase Agreement.
- (13) Consists of 15,000 Ordinary Shares issued to service provider, pursuant to Non-Exclusive Investor Relations Agreement dated November 1, 2021, and subject to conversion of the Ordinary Shares to ADSs. Timothy J Rieu, CEO., has voting and dispositive power over our shares held by the selling shareholder. Address: 305 Washington Avenue Suite 100, Towson, MD 21204, United States.

## PLAN OF DISTRIBUTION

The selling shareholders of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of the securities covered hereby on the principal trading market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A selling shareholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the selling shareholder to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The selling shareholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus.

In connection with a privately negotiated transaction with ORB, as described above under “Our Company,” we have obtained an irrevocable undertaking from both ORB and Mr. Avitbul which includes a grant of irrevocable proxy in connection with all voting rights attached to the Ordinary Shares of the Company underlying the warrants or any shares issued for repayment. This irrevocable proxy will continue to apply to shares sold, transferred or otherwise disposed in a private market transaction unless ORB or Mr. Avitbul provide the Company with a 45-day advanced written notice of their intention to sell or transfer the shares, and provide the Company, or any assignee on its behalf, the right of first offer to negotiate such sale and transfer. This right of notice and first offer also applies to all Ordinary Shares of the Company that may originate from exercise of the Warrants.

Broker-dealers engaged by the selling shareholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling shareholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with Rule 2440 of the Financial Industry Regulatory Authority, or FINRA, and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with the sale of the securities or interests therein, the selling shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The selling shareholders may also sell securities short and deliver these securities to close out his short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The selling shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).



The selling shareholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each selling shareholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

We are required to pay certain fees and expenses incurred by us incident to the registration of the securities. We have agreed to indemnify the selling shareholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act. Any fees related to conversions of the Ordinary Shares to ADSs will be assumed and payable by the selling shareholders named in this prospectus.

The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended, or the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the Ordinary Shares for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the selling shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the Ordinary Shares by the selling shareholders or any other person. We will make copies of this prospectus available to the selling shareholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

#### **Offer Restrictions Outside the United States**

Other than in the United States, no action has been taken by us or the selling shareholders that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

## LEGAL MATTERS

Certain legal matters concerning this offering were passed upon for us by Sullivan & Worcester LLP, New York, New York. Certain legal matters with respect to the legality of the issuance of the securities offered by this prospectus were passed upon for us by Sullivan & Worcester Tel-Aviv (Har-Even & Co.), Tel Aviv, Israel.

## EXPERTS

The financial statements of Safe-T Group Ltd. incorporated in this prospectus by reference to the Annual Report on Form 20-F for the year ended December 31, 2021 have been so incorporated in reliance on the report (which contains an explanatory paragraph relating to the Company's ability to continue as a going concern as described in Note 1(d) to the financial statements) of Kesselman & Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The historical financial statements of CyberKick Business as of December 31, 2020 and 2019, and for each of the years then ended, included in Exhibit 99.3 of Safe-T Group Ltd.'s Report on Form 6-K dated November 16, 2021 have been so incorporated in reliance on the report of Kesselman & Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

## EXPENSES

The following are the estimated expenses of this offering payable by us related to the filing of the registration statement of which this prospectus forms a part. With the exception of the SEC registration fee, all amounts are estimates and may change:

SEC registration fee	\$	533
Legal fees and expenses	\$	12,000
Accounting fees and expenses	\$	10,000
Miscellaneous	\$	1,000
Total	\$	<u>23,533</u>

## ENFORCEABILITY OF CIVIL LIABILITIES

We are incorporated under the laws of the State of Israel. Service of process upon us and upon our directors and officers and the Israeli experts named in the registration statement of which this prospectus forms a part, a substantial majority of whom reside outside of the United States, may be difficult to obtain within the United States. Furthermore, because substantially all of our assets and a substantial of our directors and officers are located outside of the United States, any judgment obtained in the United States against us or any of our directors and officers may not be collectible within the United States.

We have been informed by our legal counsel in Israel, Sullivan & Worcester Tel-Aviv (Har-Even & Co.), that it may be difficult 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 Israel is not the most appropriate forum to bring such a claim. In Israeli courts, the content of applicable U.S. law must be proved as a fact which can be a time-consuming and costly process and certain matters of procedure will also be governed by Israeli law.

Subject to specified time limitations and legal procedures, Israeli courts may enforce a U.S. judgment in a civil matter which, subject to certain exceptions, is non-appealable, including judgments based upon the civil liability provisions of the Securities Act and the Exchange Act and including a monetary or compensatory judgment in a non-civil matter, provided that among other things:

- the judgment was rendered by a court which was, according to the laws of the state of the court, competent to render the judgment;

- the obligation imposed by the judgment is enforceable according to the rules relating to the enforceability of judgments in Israel and the substance of the judgment is not contrary to public policy; and
- the judgment is executory in the state in which it was given.

Even if these conditions are met, an Israeli court will not declare a foreign civil judgment enforceable if:

- the judgment was given in a state whose laws do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases);
- the enforcement of the judgment is likely to prejudice the sovereignty or security of the State of Israel;
- the judgment was obtained by fraud;
- the opportunity given to the defendant to bring its arguments and evidence before the court was not reasonable in the opinion of the Israeli court;
- the judgment was rendered by a court not competent to render it according to the laws of private international law as they apply in Israel;
- the judgment is contradictory to another judgment that was given in the same matter between the same parties and that is still valid; or
- at the time the action was brought in the foreign court, a lawsuit in the same matter and between the same parties was pending before a court or tribunal in Israel.

If a foreign judgment is enforced by an Israeli court, it generally will be payable in Israeli currency, which can then be converted into non-Israeli currency and transferred out of Israel. The usual practice in an action before an Israeli court to recover an amount in a non-Israeli currency is for the Israeli court to issue a judgment for the equivalent amount in Israeli currency at the rate of exchange in force on the date of the judgment, but the judgment debtor may make payment in foreign currency. Pending collection, the amount of the judgment of an Israeli court stated in Israeli currency ordinarily will be linked to the Israeli consumer price index plus interest at the annual statutory rate set by Israeli regulations prevailing at the time. Judgment creditors must bear the risk of unfavorable exchange rates.

#### **WHERE YOU CAN FIND ADDITIONAL INFORMATION**

This prospectus is part of a registration statement on Form F-3 that we filed with the SEC relating to the securities offered by this prospectus, which includes additional information. You should refer to the registration statement and its exhibits for additional information. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreements or other document.

We are subject to the informational requirements of the Exchange Act applicable to foreign private issuers. As a “foreign private issuer,” we are exempt from the rules under the Exchange Act prescribing certain disclosure and procedural requirements for proxy solicitations, and our officers, directors and principal shareholders are exempt from the reporting and “short-swing” profit recovery provisions contained in Section 16 of the Exchange Act, with respect to their purchases and sales of shares. In addition, we are not required to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we will file with the SEC, within 120 days after the end of each fiscal year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm, and may furnish to the SEC, on Form 6-K, unaudited interim financial information.

You can review our SEC filings and the registration statements by accessing the SEC's internet site at <http://www.sec.gov>. We maintain a corporate website at <http://safetgroup.com>. Information contained on, or that can be accessed through, our website does not constitute a part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

#### INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to “incorporate by reference” the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus and information we file later with the SEC will automatically update and supersede this information. The documents we are incorporating by reference as of their respective dates of filing are:

- our Annual Report on [Form 20-F](#) for the year ended December 31, 2021, filed on March 29, 2022;
- our reports of foreign private issuer on Form 6-K furnished to the SEC on [November 16, 2021](#), [March 29, 2022](#) (with respect to the first paragraph, the sections titled “2021 Highlights and Recent Business Developments”, “Financial Results for the Three Months Ended December 31, 2021”, “Financial Results for the Year Ended December 31, 2021”, “Balance Sheet Highlights”, “Use of Non-IFRS Financial Results”, “Forward-Looking Statements” and the IFRS financial statements in the press release attached as Exhibit 99.1), [April 18, 2022](#) (with respect to the first, second and fourth paragraphs and the section titled “Forward-Looking Statements” in the press release attached as Exhibit 99.1), [May 19, 2022](#) (with respect to the first, fourth and fifth paragraphs and the section titled “Forward-Looking Statements” in the press release attached as Exhibit 99.1), [May 26, 2022](#) (with respect to the first and third paragraphs and the section titled “Forward-Looking Statements” in the press release attached as Exhibit 99.1), [May 31, 2022](#) (with respect to the first paragraph and three bullet points under the first paragraph, the bullet points under the section titled “First Quarter 2022 Highlights and Recent Business Developments”, the sections titled “Financial Results for the Three Months Ended March 31, 2022”, “Balance Sheet Highlights”, “Use of Non-IFRS Financial Results”, “Forward-Looking Statements” and the IFRS financial statements in the press release attached as Exhibit 99.1), [July 6, 2022](#) (with respect to the first two and the fourth paragraphs and the section titled “Forward-Looking Statements” in the press release attached as Exhibit 99.1), [July 13, 2022](#), [August 10, 2022](#) (with respect to the first, second and the fourth through seventh paragraphs and the section titled “Forward-Looking Statements” in the press release attached as Exhibit 99.1, the Agreement, dated August 8, 2022, by and between Safe-T Group Ltd. and ORB Spring Ltd. (the “Agreement”), attached as Exhibit 10.1, and the forms of warrants to be issued pursuant to the Agreement, attached as Exhibits 4.1, 4.2, 4.3 and 4.4), [August 31, 2022](#) (the first paragraph titled “Key highlights for the six-months ended June 30, 2022” and the sections titled “Second Quarter 2022 Highlights and Recent Business Developments”, “Financial Results for the Three Months Ended June 30, 2022”, “Financial Results for the Six Months Ended June 30, 2022”, “Balance Sheet Highlights”, “Use of Non-IFRS Financial Results”, “Forward-Looking Statements” and the IFRS financial statements in the press release attached as Exhibit 99.1, the Interim Condensed Consolidated Financial Statements (Unaudited) as of June 30, 2022 attached as Exhibit 99.2, the Management’s Discussion and Analysis of Financial Condition and Results of Operations for the six months ended June 30, 2022 attached as Exhibit 99.3, and the Unaudited pro forma financial statements attached as Exhibit 99.4); and [September 23, 2022](#).
- the description of our Ordinary Shares and ADSs contained in our registration statement on [Form 8-A](#) (File No. 001-38610), filed under the Exchange Act, as amended by Exhibit 2.2 to the 2021 Annual Report, and including any further amendment or report filed or to be filed for the purpose of updating such description.

All subsequent annual reports filed by us pursuant to the Exchange Act on Form 20-F prior to the termination of the offering shall be deemed to be incorporated by reference to this prospectus and to be a part hereof from the date of filing of such documents. We may also incorporate part or all of any Form 6-K subsequently submitted by us to the SEC prior to the termination of the offering by identifying in such Forms 6-K that they, or certain parts of their contents, are being incorporated by reference herein, and any Forms 6-K so identified shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of submission of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide you without charge, upon your written or oral request, a copy of any of the documents incorporated by reference in this prospectus, other than exhibits to such documents which are not specifically incorporated by reference into such documents. Please direct your written or telephone requests to us at: Safe-T Group Ltd., 8 Abba Eban Avenue, Herzliya, 4672526 Israel. Attention: Shai Avnit, Chief Financial Officer, telephone number: +972-9-8666110.



Safe-T Group Ltd.

Up to 11,264,440 American Depositary Shares Representing Ordinary Shares

PROSPECTUS

, 2022

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## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 8. Indemnification of Directors and Officers

Under the Companies Law, a company may not exculpate an office holder from liability for a breach of the duty of loyalty. An Israeli company may exculpate an office holder in advance from liability to the company, in whole or in part, for damages caused to the company as a result of a breach of duty of care but only if a provision authorizing such exculpation is included in its articles of association. Our Articles of Association contain such a provision. An Israeli company may not exculpate a director from liability arising out of a prohibited dividend or distribution to shareholders.

An Israeli company may indemnify an office holder in respect of the following liabilities and expenses incurred for acts performed as an office holder, either in advance of an event or following an event provided a provision authorizing such indemnification is contained in its articles of association:

- a financial liability imposed on him or her in favor of another person pursuant to a judgment, including a settlement or arbitrator's award approved by a court. However, if an undertaking to indemnify an office holder with respect to such liability is provided in advance, then such an undertaking must be limited to events which, in the opinion of the board of directors, can be foreseen based on the company's activities when the undertaking to indemnify is given, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances, and such undertaking shall detail the abovementioned events and amount or criteria;
- reasonable litigation expenses, including legal fees, incurred by the office holder (a) as a result of an investigation or proceeding instituted against him or her by an authority authorized to conduct such investigation or proceeding, provided that (i) no indictment was filed against such office holder as a result of such investigation or proceeding; and (ii) no financial liability, such as a criminal penalty, was imposed upon him or her as a substitute for the criminal proceeding as a result of such investigation or proceeding or, if such financial liability was imposed, it was imposed with respect to an offense that does not require proof of criminal intent; and (b) in connection with a monetary sanction;
- reasonable litigation expenses, including legal fees, incurred by the office holder or imposed by a court (i) in proceedings instituted against him or her by the company, on its behalf or by a third party, or (ii) in connection with criminal proceedings in which the office holder was acquitted, or (iii) as a result of a conviction for a crime that does not require proof of criminal intent; and
- expenses, including reasonable litigation expenses and legal fees, incurred by an office holder in relation to an administrative proceeding instituted against such office holder, or certain compensation payments made to an injured party imposed on an office holder by an administrative proceeding, pursuant to certain provisions of the Israeli Securities Law.

An Israeli company may insure an office holder against the following liabilities incurred for acts performed as an office holder if and to the extent provided in the company's articles of association:

- a breach of the duty of loyalty to the company, to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company;
- a breach of the duty of care to the company or to a third party, including a breach arising out of the negligent conduct of the office holder;
- a financial liability imposed on the office holder in favor of a third party;

- a financial liability imposed on the office holder in favor of a third party harmed by a breach in an administrative proceeding; and
- expenses, including reasonable litigation expenses and legal fees, incurred by the office holder as a result of an administrative proceeding instituted against him or her, pursuant to certain provisions of the Israeli Securities Law.

An Israeli company may not indemnify or insure an office holder against any of the following:

- a breach of the duty of loyalty, except to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company;
- a breach of duty of care committed intentionally or recklessly, excluding a breach arising out of the negligent conduct of the office holder;
- an act or omission committed with intent to derive illegal personal benefit; or
- a fine, monetary sanction or forfeit levied against the office holder.

Under the Israeli Companies Law, exculpation, indemnification and insurance of office holders must be approved by the compensation committee, the board of directors (and, with respect to directors and the chief executive officer, by the shareholders). However, under regulations promulgated under the Companies Law, the insurance of office holders shall not require shareholder approval and may be approved by only the compensation committee, if the engagement terms are determined in accordance with the company's compensation policy and that policy was approved by the shareholders by the same special majority required to approve a compensation policy, provided that the insurance policy is on market terms and the insurance policy is not likely to materially impact the company's profitability, assets or obligations.

Our Articles of Association allow us to exculpate, indemnify and insure our office holders for any liability imposed on them as a consequence of an act (including any omission) which was performed by virtue of being an office holder. Our office holders are currently covered by a directors and officers' liability insurance policy.

We have entered into agreements with each of our directors and executive officers exculpating them in advance from liability to us for damages caused to us as a result of a breach of duty of care, and undertaking to indemnify them. This exculpation and indemnification is limited both in terms of amount and coverage and it covers certain amounts regarding administrative proceedings insurable or indemnifiable under the Companies Law and our Articles of Association.

In the opinion of the SEC, however, indemnification of directors and office holders for liabilities arising under the Securities Act, is against public policy and therefore unenforceable.

There is no pending litigation or proceeding against any of our office holders as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any office holder.

## Item 9. Exhibits

Exhibit Number	Description of Document
4.1	<a href="#"><u>Amended and Restated Articles of Association of Safe-T Group Ltd. (filed as Exhibit 99.2 to Form 6-K filed on September 15, 2020 and incorporated herein by reference).</u></a>
4.2	<a href="#"><u>Form of Amended and Restated Deposit Agreement (filed as Exhibit 1 to the Post-Effective Amendment No. 2 to Form F-6 (File No. 333-218251) filed on July 31, 2018, and incorporated herein by reference).</u></a>
4.3	<a href="#"><u>Form of Series A Warrant (filed as Exhibit 4.1 to Form 6-K on August 10, 2022, and incorporated herein by reference).</u></a>
4.4	<a href="#"><u>Form of Series B Warrant (filed as Exhibit 4.2 to Form 6-K on August 10, 2022, and incorporated herein by reference).</u></a>
4.5	<a href="#"><u>Form of Series C Warrant (filed as Exhibit 4.3 to Form 6-K on August 10, 2022, and incorporated herein by reference).</u></a>
4.6	<a href="#"><u>Form of Series D Warrant (filed as Exhibit 4.4 to Form 6-K on August 10, 2022, and incorporated herein by reference).</u></a>
5.1*	<a href="#"><u>Opinion of Sullivan &amp; Worcester Tel-Aviv (Har-Even &amp; Co.), Israeli counsel to Safe-T Group Ltd.</u></a>
23.1*	<a href="#"><u>Consent of Kesselman &amp; Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, with respect to the financial statements of Safe-T Group Ltd.</u></a>
23.2*	<a href="#"><u>Consent of Kesselman &amp; Kesselman, Certified Public Accountants (Isr.), a member firm of PricewaterhouseCoopers International Limited, with respect to the financial statements of CyberKick Business.</u></a>
23.3*	<a href="#"><u>Consent of Sullivan &amp; Worcester Tel-Aviv (Har-Even &amp; Co.) (included in Exhibit 5.1).</u></a>
24.1	<a href="#"><u>Power of Attorney (included on signature page).</u></a>
107*	<a href="#"><u>Filing Fee Table.</u></a>

\* Filed herewith.

## Item 10. Undertakings

(a) The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.



(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that paragraphs (a)(1)(i), (a)(1)(ii) and a(1)(iii) do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, *provided*, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Act or Rule 3-19 of this chapter if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3.

(5) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) If the Registrant is relying on Rule 430B:

- A. Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
- B. Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, as amended, and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirement of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, the City of Tel Aviv, State of Israel on September 23, 2022.

### Safe-T Group Ltd.

By: /s/ Shachar Daniel

Shachar Daniel

Chief Executive Officer

## POWER OF ATTORNEY

The undersigned officers and directors of Safe-T Group Ltd. hereby severally constitute and appoint Shachar Daniel and Shai Avnit, and each of them singly, with full power of substitution, our true and lawful attorney-in-fact and agent to take any actions to enable the Company to comply with the Securities Act, and any rules, regulations and requirements of the SEC, in connection with this registration statement on Form F-3, including the power and authority to sign for us in our names in the capacities indicated below any and all further amendments to this registration statement and any other registration statement filed pursuant to the provisions of Rule 462 under the Securities Act.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by each of the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Shachar Daniel</u> Shachar Daniel	Chief Executive Officer, Director (Principal Executive Officer)	September 23, 2022
<u>/s/ Shai Avnit</u> Shai Avnit	Chief Financial Officer (Principal Financial and Accounting Officer)	September 23, 2022
<u>/s/ Chen Katz</u> Chen Katz	Director, Chairman of the Board of Directors	September 23, 2022
<u>/s/ Yehuda Halfon</u> Yehuda Halfon	Director	September 23, 2022
<u>/s/ Rakefet Remigolski</u> Rakefet Remigolski	Director	September 23, 2022
<u>/s/ Avi Rubinstein</u> Avi Rubinstein	Director	September 23, 2022
<u>/s/ Moshe Tal</u> Moshe Tal	Director	September 23, 2022

**SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES**

Pursuant to the Securities Act of 1933, as amended, the undersigned duly authorized representative in the United States of Safe-T Group Ltd., has signed this registration statement on September 23, 2022.

**SAFE-T USA INC.**

/s/ Chen Katz

Chen Katz, Director



Sullivan & Worcester Tel Aviv  
28 HaArba'a St. HaArba'a Towers  
North Tower, 35th Floor

+972-747580480  
sullivanlaw.com

Tel-Aviv, Israel

September 23, 2022

To:  
Safe-T Group Ltd.  
8 Abba Eban Ave.,  
Herzliya 4672526, Israel

Re: **Registration Statement on Form F-3**

Ladies and Gentlemen:

This opinion is furnished to you in connection with a Registration Statement on Form F-3 (the "Registration Statement") being filed by Safe-T Group Ltd., a company organized under the laws of the State of Israel (the "Company"), with the Securities and Exchange Commission (the "SEC") pursuant to Rule 415 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the re-sales by the selling shareholders identified in the Registration Statement (the "Selling Shareholders") of up to 11,264,440 American Depositary Shares ("ADSs") representing ordinary shares, no par value per share, of the Company (the "Ordinary Shares") issued and issuable pursuant to certain earnout provisions described in the Registration Statement or upon the exercise of warrants described in the Registration Statement (the "Warrant ADSs"), each of such ADSs (once converted from Ordinary Shares to ADSs, if applicable) to be offered and sold from time to time by certain of the selling shareholders listed in the Registration Statement.

We are acting as Israeli counsel for the Company in connection with the Registration Statement. In connection herewith, we have examined the originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, to which this opinion is attached as an exhibit, (ii) a copy of the articles of association of the Company (the "Articles"); (iii) resolutions of the board of directors of the Company which have heretofore been approved and which relate to the Registration Statement and the actions to be taken in connection with the offering of the securities; and (iv) such other corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, as we have deemed relevant and necessary as a basis for the opinions hereafter set forth. We have also made inquiries of such officers and representatives as we have deemed relevant and necessary as a basis for the opinions hereafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents. Other than our examination of the documents indicated above, we have made no other examination in connection with this opinion.

We have further assumed that at the time of issuance and to the extent any such issuance would exceed the maximum share capital of the Company currently authorized, the number of Ordinary Shares that the Company is authorized to issue shall have been increased in accordance with the Company's Articles such that a sufficient number of Ordinary Shares are authorized and available for issuance under the Articles.

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Based upon and subject to the foregoing, we are of the opinion that (i) the Ordinary Shares underlying the ADSs, issue and to be issued pursuant to the earnout provisions as described in the Registration Statement, are validly issued, fully paid and non-assessable; and (ii) the issuance of the Ordinary Shares underlying the Warrants ADSs, when issued and sold by the Company and delivered by the Company against receipt of the exercise price therefor, in accordance with the terms thereof, including the receipt of the consideration therefor by the Company, will be validly issued, fully paid and non-assessable.

We are members of the Israel Bar, and we express no opinion as to any matter relating to the laws of any jurisdiction other than the laws of the State of Israel and have not, for the purpose of giving this opinion, made any investigation of the laws of any other jurisdiction than the State of Israel. The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and we undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and we assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency. This opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters.

This opinion is rendered to you in connection with the filing of the Registration Statement. This opinion may not be relied upon for any other purpose, or furnished to, quoted or relied upon by any other person, firm or corporation for any purpose, without our prior written consent, except that (A) this opinion may be furnished or quoted to judicial or regulatory authorities having jurisdiction over you, and (B) this opinion may be relied upon by purchasers and holders of the securities covered by the Registration Statement currently entitled to rely on it pursuant to applicable provisions of federal securities law.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder or Item 509 of the SEC's Regulation S-K promulgated under the Securities Act.

Very truly yours,

/s/ Sullivan & Worcester Tel-Aviv (Har-Even & Co.)  
Sullivan & Worcester Tel-Aviv (Har-Even & Co.)

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form F-3 of Safe-T Group Ltd. of our report dated March 29, 2022 relating to the financial statements, which appears in Safe-T Group Ltd.'s Annual Report on Form 20-F for the year ended December 31, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Kesselman & Kesselman

Certified Public Accountants (Isr.)

A member firm of PricewaterhouseCoopers International Limited

Tel-Aviv, Israel

September 23, 2022

**CONSENT OF INDEPENDENT ACCOUNTANTS**

We hereby consent to the incorporation by reference in this Registration Statement on Form F-3 of Safe-T Group Ltd. of our report dated November 16, 2021 relating to the financial statements of CyberKick Business, which appears in Safe-T Group Ltd.'s Form 6-K dated November 16, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Kesselman & Kesselman

Certified Public Accountants (Isr.)

A member firm of PricewaterhouseCoopers International Limited

Tel-Aviv, Israel

September 23, 2022



## Calculation of Filing Fee Table

F-3

(Form Type)

SAFE-T GROUP LTD.

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	<u>Security Type</u>	<u>Security Class Title<sup>(1)(2)</sup></u>	<u>Fee Calculation or Carry Forward Rule</u>	<u>Amount Registered<sup>(1)(2)</sup></u>	<u>Proposed Maximum Offering Price Per Unit<sup>(3)(4)</sup></u>	<u>Maximum Aggregate Offering Price</u>	<u>Fee Rate</u>	<u>Amount of Registration Fee</u>
Newly Registered Securities								
Fees to Be Paid	Equity	Ordinary Shares, no par value represented by American Depositary Shares	Rule 457(c)	11,264,440(5)	\$ 0.51	\$ 5,744,864.4	\$ 0.0000927	\$ 532.54
Fees Previously Paid	-	-	-	-	-	-	-	-
Total Offering Amounts						\$ 5,744,864.4		\$ 532.54
Total Fees Previously Paid								\$ 0.00
Total Fee Offsets								\$ 0.00
Net Fee Due								\$ 532.54

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended, or the Securities Act, the ordinary shares, no par value, or Ordinary Shares, registered hereby also include an indeterminate number of additional Ordinary Shares as may from time to time become issuable by reason of stock splits, stock dividends, recapitalizations or other similar transactions.
- (2) Includes (i) up to 4,062,045 outstanding ADSs, (ii) up to 2,181,009 Ordinary Shares, which may be converted to ADSs to be issued pursuant to earnout provisions; (iii) up to 2,068,966 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series A Warrants, (iv) up to 344,828 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series B Warrants; (v) up to 2,222,222 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series C Warrants; (vi) up to 370,370 Ordinary Shares, which may be converted to ADSs issuable upon the exercise of Series D Warrants; and (vii) up to 15,000 Ordinary Shares, which may be converted to ADSs. Each ADS represents one Ordinary Share.
- (3) Estimated solely for purposes of calculating the amount of the registration fee pursuant to Rule 457(c) under the Securities Act, based upon the average of the high and low sales prices of the registrant's ADSs as reported on the Nasdaq Capital Market on September 21, 2022.
- (4) The Registrant will not receive any proceeds from the sale of its Ordinary Shares by the selling shareholders.
- (5) All 11,264,440 ADSs are to be offered for resale by the selling shareholders named in the prospectus contained in this Registration Statement on Form F-3.

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

Form 6-K

Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
under the Securities Exchange Act of 1934

For the month of: September 2022

Commission file number: 001-38610

SAFE-T GROUP LTD.  
(Translation of registrant's name into English)

8 Abba Eban Ave.  
Herzliya, 4672526 Israel  
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒      Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulations S-T Rule 101(b)(1): \_\_\_\_\_

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulations S-T Rule 101(b)(7): \_\_\_\_\_

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## CONTENTS

With effect from September 22, 2022, the Registrant's board of directors amended its Safe-T Group Global Equity Plan (the "Plan") in order to increase the number of shares reserved for issuance under the Plan by an additional 1,500,000 Ordinary Shares and to clarify that restricted share units may be issued under the Plan. Copies of the Plan and the related U.S. Addendum, each as amended, are attached hereto as Exhibit 99.1 and 99.2, respectively, and incorporated herein by reference.

This report of on Form 6-K is incorporated by reference into the registration statements on Form S-8 (File Nos. [333-233510](#), [333-239249](#), [333-250138](#) and [333-258744](#)) and Form F-3 (File Nos. [333-233724](#), [333-235368](#), [333-236030](#), [333-233976](#), [333-237629](#) and [333-253983](#)) of the Registrant, filed with the Securities and Exchange Commission, to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

<b>Exhibit No.</b>	<b>Description</b>
99.1	<a href="#">The Safe-T Group Amended and Restated Global Incentive Plan, as amended by the board of directors with effect from September 22, 2022 (filed herewith).</a>
99.2	<a href="#">The U.S. Addendum to the Safe-T Group Global Amended and Restated Incentive Plan, as amended by the board of directors with effect from September 22, 2022 (filed herewith).</a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Safe-T Group Ltd.  
(Registrant)

By /s/ Hagit Gal  
Name: Hagit Gal  
Title: Corporate Legal Counsel

Date: September 23, 2022

**SAFE-T GROUP LTD.**  
**AMENDED AND RESTATED GLOBAL INCENTIVE PLAN**  
**Effective from September 22, 2022**

1. **PURPOSE**

The purposes of this Plan are to enable the Company to link the compensation and benefits of individuals and entities providing services to the Company and/or its Affiliates with the success of the Company and with long-term shareholder value, by providing them with opportunities to acquire Shares, Restricted Share Units or Restricted Shares (as defined below) of the Company

Awards granted under the Plan to individuals and entities in various jurisdictions may be subject to specific terms and conditions for such grants as may be set forth in one or more separate appendices to the Plan, as may be approved by the Board of Directors of the Company from time to time.

2. **DEFINITIONS**

2.1 **DEFINED TERMS.**

Initially capitalized terms, as used in this Plan, shall have the meaning ascribed thereto as set forth below:

"Administrator"	means the Board, or a committee, to which the Board shall have delegated power to act on its behalf with respect to the Plan. Subject to the Articles of Association of the Company, as may be amended from time to time, the Administrator, if it is a committee, shall consist of such number of members (but not less than two (2)) as may be determined by the Board.
"Affiliate(s)"	Corporate entities which are currently or in the future related to the Company by way of common ownership or control, as such term is defined in section 32(9) of the Tax Ordinance, either directly or indirectly, either partially or entirely, including but not limited to any "employing company" and "employer" as defined in Section 102(a) of the Ordinance.
"Allocate" or "Allocated"	means the allocation of Awards, where applicable, by the Company to the Participant, or to the Trustee on behalf of a Participant (as the case may be).
"Award"	means any Option, Share, Restricted Share or Restricted Share Units.
"Award Letter"	means a letter from the Company to a Participant in which the Participant is notified of the decision to Grant to the Participant Awards according to the terms of the Plan. The Award Letter shall specify (i) the type of Award (ii) the Tax Provision under which the Award is Granted; (iii) the Tax Track that the Company chose according to Section 11 of the Plan (if applicable); (iv) the Exercise Price; and (v) the number of Awards Granted to the Participant; (vi) the Vesting Schedule (or settlement schedule thereof, if applicable); and (vii) any other terms the Company deems fit.
"Board"	means the board of directors of the Company

“Cause”	means, when used in connection with the termination of a Participant’s employment with, or service to the Company or an Affiliate, and forming the basis of such termination: (a) the definition ascribed to Cause in the individual employment agreement or services agreement between the Company and/or its Affiliate and the Participant, (b) if no such definition exists, then any one of the following, including, but not limited to: dishonesty toward the Company or Affiliate, insubordination, substantial malfeasance or nonfeasance of duty, unauthorized disclosure of confidential information, and conduct substantially prejudicial to the business of the Company or Affiliate; or, any substantial breach by the Participant of (i) his or her employment or service agreement or (ii) any other obligations toward Company or Affiliate. For the avoidance of doubt, it is clarified that the determination as to whether a Participant is being terminated for Cause shall be made in good faith by the Board and shall be final and binding on the Participant.
“Change of Control”	means the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of a merger, consolidation, reorganization, or a sale or other disposition of Ordinary Shares of the Company, following which the owners of over 50% of the issued share capital of the Company no longer own shares in the Company.
“Company”	means Safe-T Group Ltd., a company incorporated under the laws of the State of Israel.
“Consultant”	Shall mean any person or entity, except an Employee, engaged by the Company or an Affiliate, in order to render services to such company, including any individual engaged by an entity providing services to the Company or an Affiliate as aforementioned, and is not entitled to receive Awards under Section 102.
“Controlling Shareholder”	A controlling shareholder of the Company as defined in section 32(9) of the Tax Ordinance, as amended from time to time.
“Date of Grant”	means the date on which Awards shall be deemed granted under the Plan, which shall be the date on which the Board approved the Grant of Award, or any future date determined as the effective date of a Grant of Award, if so expressly stated by the Administrator in its determination relating to the Grant of Award, unless additional approvals are required in order to effect the grant, in which case, unless otherwise determined by the Board, the Date of Grant shall be the date on which the last approval was received.
“Disability”	means total and permanent physical or mental impairment or sickness of a Participant, making it impossible for the Participant to continue such Participant’s employment with or service to the Company or Affiliate.

“Exercise” or “exercise”	means delivery of a Notice of Exercise and payment of the Exercise Price, provided that “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).
“Exercise Price”	means the consideration required to be paid by Participant in order to exercise an Option or to be issued an Underlying Share, as determined by the Board in its sole discretion.as determined by the Administrator in accordance with Section 7.1 below
“Fair Market Value”	<p>means, as of any date, the value of an Ordinary Share of the Company determined as follows:</p> <p>(i) If the Ordinary Shares are listed on any recognized Stock Exchange, the Fair Market Value shall be the closing sales price for such Ordinary Shares (or the closing bid, if no sales were reported), as quoted on such Stock Exchange for the last market trading day prior to the time of determination;</p> <p>(ii) In the absence of any of the above, the Fair Market Value thereof shall be as determined in good faith by the Board.</p> <p>For the avoidance of doubt, and where applicable, the above definition of Fair Market Value shall not apply for the purpose of determining the tax liability pursuant to Section 102(b)(3) of the Ordinance.</p>
“Foreign Employee”	means an employee of a non-Israeli resident Affiliate or an employee of the Company who is not a Qualified Participant.
“Grant of Awards” or “Granted Awards”	means the grant of Awards by the Company to a Participant pursuant to an Award Letter issued to the Participant.
“Holding Period”	means with regard to Award granted under Section 102, the minimum period in which the Award granted to a Participant or, upon exercise or vesting thereof - the Underlying Shares, are to be held by the Trustee on behalf of the Participant, in accordance with Section 102, and pursuant to the Tax Track which the Company selects subject to the provisions of Section 102(g) of the Tax Ordinance.
“Israeli Participant/s”	means an Israeli resident who is an Employee, Consultant, officer or director of the Company or any Israeli resident Affiliate
“Law”	means the laws of the State of Israel as are in effect from time to time.

“Merger Transaction” or “Merger”	means any of the following: (i) a sale of all or substantially all of the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries; or (ii) a sale (including an exchange) of all or substantially all of the shares capital of the Company whether by a single transaction or a series of related transactions which occur either over a period of 12 months or within the scope of the same acquisition agreement including a purchase by a current shareholder of the Company (whether directly or indirectly) of all of the share capital of the Company not owned by such shareholder immediately prior to the acquisition; or (iii) a merger, consolidation or like transaction of the Company (resulting in a Change of Control) with another corporation, or into another corporation, including a reverse triangular merger; or (iv) any transaction in which substantially all assets of the Company are transferred or sold to a company or corporate entity in which the shareholders of the Company hold the same respective ownership stakes they are then holding in the Company [i.e. – transfer of assets to a ‘sister company’ of the Company.
“Notice of Exercise”	shall have the meaning set forth in Section 7.4 below.
“Option”	means an option to purchase one Share of the Company.
“Non-Qualified Participant”	means any Israeli Participant who is not qualified to receive Awards under the provisions of Section 102, on behalf of whom an Award is Granted pursuant to Section 3(i).
“Participant”	means a Qualified Participant, or a Non-Qualified Participant, or a Foreign Employee or a Consultant who has been granted, or will be granted, given the context of the respective provision, with an Award.
“Plan”	means this Share Incentive Plan, as may be amended from time to time.
“Qualified Participant”	an Israeli resident who is employed by the Company or its Affiliates, including an individual who is serving as a director or an office holder, but excluding a Controlling Shareholder, all in accordance with and subject to the provisions of Section 102 of the Tax Ordinance.
“Retirement”	means the termination of a Participant’s employment as a result of his or her reaching the earlier of (i) the age of retirement as defined by Law; or (ii) the age of retirement specified in the Participant’s employment agreement.
“Section 102”	means Section 102 of the Tax Ordinance.
“Section 102 Rules”	means the Income Tax Rules (Tax Relief for Issuance of Shares to Employees), 2003.
“Section 3(i)” or “Section 3(i) Rules”	means section 3(i) of the Israeli Tax Ordinance and the applicable rules thereto or under applicable regulations.
“Share(s)”	means an Ordinary Share of the Company, no par value.
“Tax Ordinance”	means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and any regulations, rules, orders, or procedures promulgated thereunder.



“Tax Track”	means one of the three tax tracks described under Section 102, specifically: (1) the “Capital Gains Track Through a Trustee”; (2) “Income Tax Track Through a Trustee”; or (3) the “Income Tax Track Without a Trustee”; each as defined in Sections 11.1-11.3 of this Plan, respectively.
“Tax Provision”	means, with respect to the Grant of Awards, the provisions of one of the three Tax Tracks in Section 102, or the provisions of 3(i).
“Term of the Awards”	means, with respect to granted but unexercised Awards, the time period set forth in Section 9 below.
“Trustee”	means a Trustee appointed by the Company in accordance with Section 102 to hold in trust, Granted Awards, and the Underlying Shares, as the case may be, on behalf of Participants.
“Underlying Shares”	means Shares issued as Award, or to be issued upon exercise of Granted Awards all in accordance with the Plan.
“Vesting” or “vesting” and any words of similar import	means any terms and conditions determined in the Award Letter which must be fulfilled in order for an Option to become Exercisable or an Award to vest or be issued.

## 2.2 GENERAL

Without derogating from the meanings ascribed to the capitalized terms above, all singular references in this Plan shall include the plural and vice versa, and reference to one gender shall include the other, unless otherwise required by the context.

## 3. SHARES AVAILABLE FOR AWARDS

The total number of Underlying Shares reserved for issuance under the Plan and any modification thereof, shall be determined from time to time by the Board (subject to the receipt of any approval required under Law). Such number of Shares shall be subject to adjustment as required for the implementation of the provisions of the Plan, in accordance with Section 4 below.

In the event that Awards Allocated under the Plan expire or forfeited or otherwise terminate in accordance with the provisions of the Plan, such expired or terminated or repurchased Awards shall become available for future grants and allocations under the Plan.

## 4. ADJUSTMENTS

4.1 Change in Capitalization. Subject to any required action by the shareholders of the Company, the number of Underlying Shares covered by each outstanding Awards, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, and the Exercise Price, if applicable, shall be proportionately and equitably adjusted for any increase or decrease in the number of issued Shares resulting from a share split, reverse share split, combination, reorganization, reclassification, the payment of a stock dividend on the Shares or any other increase or decrease in the number of such Shares effected without receipt of consideration by the Company without changing the aggregate Exercise Price, provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been effected without receipt of consideration. Such adjustment shall be made by the Administrator, whose determination in that respect shall be final, binding, and conclusive. Except as expressly provided herein, no issue by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.

Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding, and conclusive. Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made, with respect to the number or price of Shares subject to an Award.

#### 4.2 Merger Transaction.

Unless otherwise determined by the Administrator and/or any other approval required under Law, in the event of a Merger Transaction, then: (i) any and all outstanding and unexercised and/or unvested Awards will be cancelled or repurchased (as applicable) for no consideration or for the Exercise Price if paid; (ii) the vested Awards shall be exchanged for the consideration received within the Merger Transaction by holders of Shares of the Company, subject to any payment or escrow arrangement, or any other arrangement determined within the scope of the Merger Transaction in relation to the Shares of the Company; and (iii) Granted Awards and/or Underlying Shares issued upon exercise of the Awards shall be sold by or on behalf of the Participant in accordance with the terms of the Merger Transaction and the holder of such Shares shall sign any and all documents required in order to give effect to such treatment. In addition, the Administrator in its sole discretion (subject to the receipt of any approval required under Law) may decide:

- (A) If and how the unvested Granted Awards shall be exchanged, assumed, replaced, repurchased or accelerated;
- (B) If and how vested Awards shall be exercised, exchanged, assumed, replaced and/or sold by the Trustee or the Company (as the case may be) on the behalf of Participants, including determining that all un-exercised vested Awards shall be cancelled for no consideration upon a Merger Transaction;
- (C) How Granted Awards and/or Underlying Shares issued upon exercise of the Awards and held by the Trustee on behalf of Participants shall be replaced by the Trustee on behalf of the Participant; and
- (D) How any treatment of Granted Awards may be made subject to any payment or escrow arrangement, or any other arrangement determined within the scope of the Merger Transaction in relation to the Shares of the Company.

In the case of assumption and/or substitution of Granted Awards, appropriate adjustments shall be made so as to reflect such action and all other terms and conditions of the Award Letter shall remain unchanged, including but not limited to the vesting schedule, all subject to the determination of the Board, which determination shall be at its sole discretion and final. The grant of any substitutes for the Granted Awards to Participants further to a Merger Transaction, as provided in this section, shall be considered to be in full compliance with the terms of this Plan. The value of the exchanged Granted Awards pursuant to this section shall be determined in good faith solely by the Board, based on the Fair Market Value, and its decision shall be final and binding on all the Participants.

Without derogating from the above, in the event of a Merger Transaction the Board shall be entitled, at its sole discretion (subject to the receipt of any approval required under Law), to (i) determinate a blackout period in connection with the exercise of any Award; and (ii) require the Participants to exercise all vested Awards within a set time period and sell all of their Underlying Shares on the same terms and conditions as applicable to the other shareholders selling their Company's Shares as part of the Merger Transaction. Each Participant acknowledges and agrees that the Board shall be entitled, subject to any applicable law, to authorize any one of its members to sign share transfer deeds in customary form in respect of the Underlying Shares held by such Participant and that such share transfer deed shall bind the Participant.

Despite the aforementioned and for the avoidance of any doubt, if and when the method of treatment of Granted Awards within the scope of a Merger Transaction, as provided above, will in the sole opinion of the Board prevent the consummation of the Merger Transaction, or materially risk the consummation of the Merger Transaction, the Board (subject to the receipt of any approval required under Law) may determine different treatment for different Granted Awards held by Participants such that not all Granted Awards will be treated equally within the scope of the Merger Transaction.

In the event that the Granted Awards shall be cancelled or repurchased upon the consummation of a Merger Transaction, the Company shall provide notice to such Participants in same manner as provided regarding the Merger Transaction to any other shareholders of the Company not represented in the Board. Such notice shall be sent to the last known address of the Participants according to the records of the Company. The Company shall not be under any obligation to ensure that such notice was actually received by the Participants.

Fraction of Shares - In any event that the Company will be required to issue to a Participant fraction of Shares pursuant to this Section 4, the Company will not issue fraction of Shares and the number of Shares shall be rounded down to the closest number of Shares.

For the purposes of this section, the Company's calculation will be final, and the Participant shall have no claims or demands against the Company or anyone on its behalf.

4.3 [Reserved]

4.4 [Reserved]

4.5 Adjustment Due to a Change of Control: In the event of a Change of Control the Board shall be entitled, subject to the receipt of any approval required under Law, to apply any of the alternatives included in section 4.2 above as they deem appropriate in their sole and absolute discretion.

## 5. ADMINISTRATION OF THE PLAN

### 5.1 POWER.

Subject to the Law, the Articles of Association of the Company, and any resolution to the contrary by the Board, the Administrator is authorized, in its sole and absolute discretion, to exercise all powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan (subject to the approval of the Board if such approval is required by Law) including, without limitation;

- (A) to determine:
  - (i) the Participants in the Plan, the number of Awards to be Granted for each Participant's benefit and the Exercise Price or Purchase Price;
  - (j) the time or times at which Awards shall be Granted;
  - (k) whether, to what extent, and under what circumstances an Award may be settled, canceled, forfeited, exchanged, or surrendered;
  - (l) any terms and conditions in addition to those specified in the Plan under which an Award may be Granted;
  - (m) any measures, and to take actions, as deemed necessary or advisable for the administration and implementation of the Plan;
  - (n) the Exercise Price for any Allocated Award or the Exercise Price for any Allocated Award;
  - (o) determine any other matter which is necessary or desirable for, or incidental to administration of this Plan; and
  - (ii) to grant Award to participants who are foreign nationals or employed outside Israel, on such terms and conditions different from those specified in the Plan, as may, in the discretion of the Administrator, be necessary or desirable to further the purpose of the Plan.
- (B) to interpret the provisions of the Plan and to take all actions resulting therefrom.
- (C) to amend any of the terms of the Plan;

## 5.2 LIMITATIONS.

Notwithstanding the provisions of Section 5.1 above, no interpretations, determinations or actions of the Administrator shall contradict the provisions of applicable Law, and no waiver or amendment with respect to the Plan shall have a material adverse effect on any Participant's rights in connection with any Granted Awards under the Plan without receiving the consent of such Participant.

Any decisions made pursuant to this Plan and any use of discretion under the Plan shall be at all times subject to the full and complete compliance with the requirements of the Law and the Articles of Association of the Company and any other regulations which may apply to the Company or the Board (including any "compensation policy" adopted by the Company) when taking action under the Plan.

## 5.3 Eligibility for Awards.

- (A) The Administrator may grant Awards under this Plan to any employee, officer, director, or Consultant of the Company and its Affiliates.
- (B) Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Affiliates operate or has employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which individuals, if any, outside Israel are eligible to participate in the Plan; (ii) modify the terms and conditions of any Award granted to individuals outside Israel to comply with applicable foreign laws; (iii) establish addendums and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable (and such addendums and/or modifications shall be attached to the Plan as appendices); and (iv) take any action, before or after an Award is granted, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals.

## 6. GRANT OF AWARDS

### 6.1 CONDITIONS FOR ALLOCATION AND GRANT OF AWARDS.

Awards may be Allocated and/or Granted (as the case may be) at any time after:

- (A) the Plan, the Allocation, and the Grant, has been approved by the necessary corporate bodies of the Company; and
- (B) 30 days after a request for approval of the Plan has been submitted for approval to the Israeli Income Tax Authorities ("ITA") pursuant to the requirements of the Tax Ordinance; and
- (C) all other approvals, consents, or requirements necessary by Law have been received or met.

### 6.2 [Reserved]

6.3 Award Letters. Any grant of Award to a Participant shall be made in a form of an Award Letter and shall include a copy of the Plan. The receipt by a Participant of such Award Letter shall be deemed a consent by such Participant that the Award is subject to all the terms and conditions of the Award Letter and the Plan.

6.4 Material Breach. In an event of a material breach by a Participant of the terms of the Plan or the Award Letter provided to him or her, or the applicable engagement agreement with such Participant, and without derogating any of the remedies available to the Company under any applicable law, the Company may, at its sole discretion, after sending a written notice to such Participant, forfeit the right of the Participant to some or all the Awards granted to such Participant.

7. **EXERCISE / SETTLEMENT OF AWARDS**

7.1 **EXERCISE PRICE.**

The Exercise Price for Granted Awards, if applicable, shall be determined by the Administrator. The Exercise Price, if applicable, shall be set forth in the Award Letter; provided however that:

- (A) Each Restricted Share Agreement shall state an amount of Exercise Price to be paid by the Participant, 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 Board's approval, by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Board.
- (B) No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Agreement or as required by applicable Law (including, Section 304 of the Companies Law, 1999, as amended), as further prescribed in Section 28 hereinbelow.

7.2 **VESTING SCHEDULE.**

7.2.1 **OPTIONS.**

Unless otherwise determined by the Administrator, Options that are granted on a certain date shall, subject to continued employment with or service to the Company or Affiliate by the Participant, become vested and exercisable, or free from vesting restrictions, as applicable, in accordance with the following vesting schedule:

- (A) 25% of the Options shall vest on the first anniversary of the applicable Date of Grant, as determined by the Administrator (the "First Anniversary").
- (B) Additional 6.25% of the Options shall vest on each subsequent quarter following the First Anniversary over a period of 3 years.
- (C) In accordance with the above, subject to continued employment with or service to the Company or Affiliate by the Participant, Options shall become fully vested by the fourth anniversary of the applicable Date of Grant.

7.2.2 **RESTRICTED SHARES.**

Restricted Shares shall be subject to such restrictions as set forth under Section 27(b) and/or any additional restrictions determined by the Administrator (the "Restrictions"), during the respective Restriction Period.

Unless otherwise determined by the Administrator, the Restriction Period shall be as follows:

- (A) 25% of the Restricted Shares shall be released from the Restrictions at the lapse of the First Anniversary.
- (B) Additional 6.25% of the Restricted Shares shall be released from the Restrictions each subsequent quarter following the First Anniversary over a period of 3 years.
- (C) In accordance with the above, subject to continued employment with or service to the Company or Affiliate by the Participant, Restricted Shares shall become fully released from the Restrictions by the fourth anniversary of the applicable Date of Grant (provided that nothing herein shall be deemed to release Participant from any mandatory lockup and/or restriction on resale thereof).

### 7.3 MINIMUM EXERCISE.

No exercise of Options by any Participant shall be for a quantity of less than 10% of the Granted Options or such other minimum sum determined by the Administrator. An Award may not be exercised for fractional shares. The exercise of a portion of the Granted Award shall not cause the expiration, termination or cancellation of the remaining unexercised Awards held by the Trustee on behalf of the Participant.

### 7.4 MANNER OF EXERCISE.

The issuance of Underlying Shares shall occur as soon as practicable after a Notice of Exercise is received by the Company, but only after the Exercise Price was paid in full and the any tax, if applicable, was paid to the full satisfaction of the Company or the Trustee, subject to compliance with applicable Law. The notice shall specify the number of Shares with respect to which the Award is being exercised.

An Award, may be exercised by and upon the fulfillment of the following:

- (A) Notice of Exercise. The signing by the Participant, and delivery to both the Company (at its principal office) and the Trustee (if the Award are held by a Trustee), of an exercise notice form as prescribed by the Administrator, including but not limited to: (i) the identity of the Participant, (ii) the number of Awards to be exercised, and (iii) the Exercise Price to be paid (the “Notice of Exercise”).
- (B) Exercise Price. The payment by the Participant to the Company, in such manner as shall be determined by the Administrator, of the Exercise Price with respect to all the Awards exercised, as set forth in the Notice of Exercise.
- (C) Allocation of Shares. Upon the delivery of a duly signed Notice of Exercise and the payment to the Company of the Exercise Price (and any applicable tax) with respect to all the Awards specified therein, and subject to the receipt of all required approvals including the approvals of any Stock Exchange, the Company shall issue the Underlying Shares to the Trustee (according to the applicable Holding Period) or to the Participant, as applicable.
- (D) Expenses. All costs and expenses including broker fees and bank commissions, derived from the exercise of Awards or Underlying Shares, shall be borne solely on the Participant.
- (E) Restricted Share Units. Settlement of vested RSUs shall be made in accordance with the provisions of Section 28(C).

## 9. TERM OF THE AWARDS

Unless earlier terminated pursuant to the provisions of this Plan, all granted but unexercised Award shall expire and cease to be exercisable at 5:00 p.m. Israel time on the 10th anniversary of the Date of Grant of such Award.

At any time prior to the expiration of any Granted (but unexercised) Award, a Participant may waive his rights to such Award by a written notice to the Company’s principal office. Such notice shall specify the number of Award Granted, which the Participant waives, and shall be signed by the Participant.

10. **TERMINATION**

10.1 **TERMINATION OF ENGAGEMENT.**

If a Participant ceases to be an employee, director, officer or Consultant of the Company or an Affiliate for any reason (“Termination of Engagement”) other than death, Retirement, Disability, pursuant to Section 10.5 herein, or Cause (whereby in case of Cause, the provisions of Section 10.2 shall apply), then any vested but unexercised Awards on the date of Termination of Engagement (as shall be determined by the Company or an Affiliate, in its sole discretion), Allocated on the Participant’s behalf may be exercised, if not previously expired, not later than the earlier of (i) 90 days after the date of Termination of Service; or (ii) the Term of the Award.

With respect to any Shares deemed issued upon vesting of Awards, or, Restricted Shares issued but unvested (including other Shares or securities issued or distributed with respect thereto), as applicable, whether held by the Participant or by the Trustee for the Participant’s benefit, any such Shares not yet vested by the Termination of Engagement shall be deemed to be irrevocably offered for sale to the Company, any of its Affiliates or any person designated by the Company to purchase, at the Company’s election and subject to applicable Law, either for no consideration, for the par value of such Shares (if shares bear a par value) or against payment of the Exercise Price previously received by the Company for such Shares upon their issuance, as the Board deems fit, upon written notice to the Participant at any time after the Participant’s Termination of Engagement. Such Shares or other securities shall be sold and transferred within 30 days from the date of the Company’s notice of its election to exercise its right. If the Participant fails to transfer such Shares or other securities to the Company, the Company, at the decision of the Board, shall be entitled to forfeit or repurchase such Shares and to authorize any person to execute on behalf of the Participant any document necessary to effect such transfer, whether or not the share certificates are surrendered. The Company shall have the right and authority to affect the above either by: (i) repurchasing all of such Shares or other securities held by the Participant or by the Trustee for the benefit of the Participant, or designate any other person who shall have the right and authority to purchase all of Such Shares or other securities, for the Exercise Price paid for such Shares, the par value of such Shares (if shares bear a par value) or for no payment or consideration whatsoever, as the Board deems fit; (ii) forfeiting all such Shares or other securities; (iii) redeeming all such Shares or other securities, for the Exercise Price paid for such Shares, the par value of such Shares (if shares bear a par value) or for no payment or consideration whatsoever, as the Board deems fit; (iv) taking action in order to have such Shares or other securities converted into deferred shares entitling their holder only to their par value (if shares bear a par value) upon liquidation of the Company; or (v) taking any other action which may be required in order to achieve similar results; all as shall be determined by the Board, at its sole and absolute discretion, and the Participant is deemed to irrevocably empower the Company or any person which may be designated by it to take any action by, in the name of or on behalf of the Participant to comply with and give effect to such actions (including, voting such shares, filling in, signing and delivering share transfer deeds, etc.).

All other Awards granted for the benefit of Participant shall expire or be forfeited in accordance with the provisions of this Plan upon the date of Termination of Engagement.

10.2 **TERMINATION FOR CAUSE.**

In the event of Termination of Engagement of a Participant for Cause, then (A) the Participant’s right to exercise any unexercised Award, granted to such Participant, whether vested or not on the date of Termination of Engagement, shall cease as of such date of Termination of Engagement, and the Awards shall thereupon expire and (B) any unvested Granted Awards shall be forfeited in accordance with the provisions of this Plan (which shall apply, *mutatis-mutandis*, where applicable) on the day the Participant is notified of his dismissal or on such earlier date as the Administrator may determine.

If subsequent to the Participant’s Termination of Engagement, but prior to the exercise of Awards granted to such Participant, the Administrator determines that either prior or subsequent to the Participant’s Termination of Engagement, the Participant engaged in conduct which would constitute Cause, then the Participant’s right to exercise the Awards granted to such Participant shall immediately cease upon such determination and the Awards shall thereupon expire. The determination by the Administrator as to the occurrence of Cause shall be final and conclusive for all purposes of this Plan.

10.3 TERMINATION BY REASON OF DEATH, RETIREMENT, OR DISABILITY.

- (A) DEATH. If Termination of Engagement is by reason of death of the Participant, then (A) his/her estate, personal representative or beneficiaries, may exercise the Participant's Awards, to the extent it was vested within the 60th day after the Participant's death, at any time but not later than the first to occur of: (i) one (1) year following Participant's death; or (ii) the end of the Term of the Awards and (B) any rights upon vested Shares shall be delivered to Participant's estate, personal representative or beneficiaries but only to the extent it was vested within the 60th day after employment terminates.

All other Granted Awards for the benefit of a Participant and which have not vested within 60 days after the date of Death, shall expire or be forfeited in accordance with the provisions of this Plan upon the date of Death.

- (B) DISABILITY AND RETIREMENT. If Termination of Engagement is by reason of Retirement or Disability of the Participant, the Participant then (A) may exercise any portion of the Awards which have vested within 90 days after the date of Retirement or Disability, at any time but not later than the first to occur of: (i) one (1) year after the date of Retirement or Disability, as the case may be; or (ii) the end of the Term of the Awards and (B) shall be entitled to any rights upon vested Shares to be delivered to Participant's estate, personal representative or beneficiaries but only to the extent it was vested within the 60th day after employment terminates.

All other Granted Awards for the benefit of a Participant and which have not vested within 60 days after the date of Disability or Retirement, as the case may be, shall expire or be forfeited in accordance with the provisions of this Plan upon the date of Retirement or Disability, as applicable.

10.4 EXCEPTIONS.

In special circumstances, pertaining to the Termination of Engagement of a certain Participant, the Administrator may in its discretion subject to the receipt of any approval required under Law decide to extend any of the periods stated above in Sections 10.1-10.3.

10.5 TRANSFER OF EMPLOYMENT OR SERVICE.

A Participant's right to Awards that were granted to him or her under this Plan, or the exercise thereof, shall not be terminated or expire or forfeited solely as a result of the fact that the Participant's employment or service as an employee, officer or director changes from the Company to an Affiliate or vice versa or if the status of engagement changes. The transfer of a Participant from a status of an employee, officer, or director to a status of a Consultant or from a status of a Consultant to a status of an employee, officer, or director, shall not be deemed a Termination of Engagement for purposes hereof, unless otherwise determined by the Administrator. Any and all tax consequence of such a transfer or change, if any, shall be solely borne by the Participant.



11. **AWARDS AND TAX PROVISIONS**

All Awards granted to Qualified Participants or Non-Qualified Participants under this Plan shall be Granted in accordance with one of the Tax Provisions as follows:

- The Company may Grant Awards to Qualified Participants in accordance with the provisions of Section 102 and the Rules;
- The Company may grant Awards to Non-Qualified Participants in accordance with the provisions of Section 3(i).

Awards granted to other Participants shall, at the discretion of the Administrator, be governed by Section 3(i), or, if applicable, by the provisions of the respective addendum or appendices adopted, if adopted, by the Board.

11.1 **TAX PROVISION SELECTION.**

The Company shall elect under which Tax Provision each Award is Granted in accordance with any applicable Law and its sole discretion – e.g. the Company shall elect if to Grant Awards to Israeli Participants under one of the three Section 102 Tax Tracks (subject to section 102(g) of the Tax Ordinance), or with respect to Awards under the provisions of Section 3(i). The Company shall notify each Participant in the Award Letter, under which Tax Provision the Awards is granted and under which Section 102 Tax Track, each Award is Granted.

11.2 **SECTION 102 TRUSTEE TAX TRACKS.**

If the Company elects to Grant Awards to Qualified Participants through (i) the Capital Gains Track Through a Trustee, or (ii) the Income Tax Track Through a Trustee, then, in accordance with the requirements of Section 102, the Company shall appoint a Trustee who will hold in trust on behalf of each Qualified Participant the Allocated Awards and the Underlying Shares issued upon exercise or vesting of such Awards in trust on behalf of each Qualified Participant.

The Holding Period for the Awards will be as follows:

- (A) *The Capital Gains Tax Track Through a Trustee:* if the Company elects to Allocate the Awards according to the provisions of this track, then the Holding Period will be: 24 months from the Date of Grant; or such period as may be determined in any amendment of Section 102.
- (B) *Income Tax Track Through a Trustee:* if the Company elects to Allocate Awards according to the provisions of this track, then the Holding Period will be 12 months from the Date of Grant; or such period as may be determined in any amendment of Section 102.

Subject to Section 102 and the applicable Tax rules provisions, Participants shall not be able to receive from the Trustee, nor shall they be able to sell or dispose of the Granted Award or Underlying Shares before the end of the applicable Holding Period. If a Participant sells or removes the Granted Award or the Underlying Shares from the Trustee before the end of the applicable Holding Period (“Breach”), the Participant shall pay all applicable taxes imposed due such Breach, including without limitations by Clause 7 of Section 102.

Unless otherwise stated in this Plan, and subject, if applicable, to the rules of Section 102, in the event of a distribution of rights, including an issuance of bonus shares, in connection with Granted Awards originally allocated (the “Additional Rights”), all such Additional Rights shall be allocated and/or issued to the Trustee for the benefit of Participants, and shall be held by the Trustee for the remainder of the Holding Period applicable to the Granted Awards, as applicable, originally Allocated. Such Additional Rights shall be treated in accordance with the provisions of the applicable Tax Track.

11.3 **INCOME TAX TRACK WITHOUT A TRUSTEE.**

If the Company elects to Grant Awards to Qualified Participants according to the provisions of this track, then the Awards will not be subject to a Holding Period. However, upon exercise of Awards under this Tax Track, the Trustee shall hold such Underlying Shares for the benefit of the Qualified Participant in accordance with the provisions of this Plan.

11.4 CONCURRENT CONDITIONS.

The Holding Period, if any, is in addition to the vesting period as specified in Section 7.2 of the Plan (or in the Award Letter). The Holding Period and vesting period may run concurrently, but neither is a substitute for the other, and each are independent terms and conditions for Granted Awards.

11.5 TRUST AGREEMENT.

The terms and conditions applicable to the trust relating to the Tax Track selected by the Company, as appropriate, shall be set forth in an agreement signed by the Company and the Trustee (the "Trust Agreement").

12. TERM OF SHARES HELD IN TRUST

No Shares issued by the Company to the Trustee, nor Underlying Shares issued upon exercise of Awards, shall be held by the Trustee on behalf of the Participant for a period longer than ten (10) years after the end of the Term of the Award. The Administrator shall instruct the Trustee as to the transfer of these Shares.

13. RIGHTS AS A SHAREHOLDER

13.1 GENERAL. Unless otherwise specified in the Plan, a Participant shall not have any rights as a shareholder with respect to Shares issued under this Plan, until such time as the Shares shall be registered in the name of the Participant in the Company's register of shareholders.

13.2 Voting Rights. The Company may (but is under no obligation), at any time, as a condition to the grant and/or Exercise of an Award, to require that the Underlying Shares and Granted Shares issued to a Participant (or to the Trustee, if for the benefit of a Participant, if applicable), shall be voted by a voting proxy in the form provided by Company, which vote shall be assigned to the Company's Chief Executive Officer or any other representative who shall be appointed by the Company's Board of Directors as a representative (the "Representative").

- (A) The Company's Board of Directors may, at its discretion, replace the Representative from time to time.
- (B) Shares subject to proxy shall be voted by the Representative on any issue or resolution brought before the shareholders of the Company in the same proportion as the vote of the other outstanding Shares of the Company (i.e. if 80% of the other outstanding Shares of the Company will be voted in favor of certain resolution, and 20% will be voted against, the Shares subject to proxy will be voted in the same manner).
- (C) Each Participant, upon execution of the said proxy specified above, undertakes to hold the Representative harmless from any and all claims related or connected to said proxy.
- (D) Participant understands and agrees that Company shall have the sole discretion of whether or not to require a Participant to deliver the foregoing proxy and is not obligation to require or otherwise waive the proxy requirement with respect to any or a group of Participants.

13.3 DIVIDEND. Unless otherwise specified in the Plan, the Participants shall be entitled to receive any cash dividend paid to the shareholders of the Company with respect to Underlying Shares (including Restricted Shares) issued to them under this Plan. Payments of such dividend to the Participants shall be subject to any required tax being withheld or otherwise deducted by the Trustee or the Company, as agreed between the Company and the Trustee. In case of distribution of a cash dividend, subject always the Section 102 Rules (if applicable) so long as Shares deposited with the Trustee on behalf of a Participant are held in trust, the Company shall transfer to the Trustee the amount of dividend resulting from the Underlying Shares held by the Trustee for the benefit of Participants in accordance with the provisions of this Plan. The Trustee shall deduct all applicable taxes from the dividend amount and transfer the remaining dividend amount to such Participants.

14. **NO SPECIAL ENGAGEMENT RIGHTS**

Nothing contained in this Plan shall confer upon any Participant any right with respect to the continuation of employment by or service to the Company or Affiliate or to interfere in any way with the right of the Company or Affiliate, to terminate such employment or service or to increase or decrease the compensation of a Participant. The Options, Granted Awards and any Underlying Shares are extraordinary, one-time benefits granted to the Participants and are not and shall not be deemed a salary component for any purpose whatsoever, including, in connection with calculating severance compensation under any applicable law.

No Participant shall have any claim or demand with respect to any of the Awards, except according to the specific terms of the Award Letter provided to him or her by the Company.

15. **RESTRICTIONS ON SALE OF AWARDS**

15.1 **OPTIONS**. Options may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of, except by will or the laws of descent.

15.2 **OTHER AWARDS**. Subject to the applicable terms of the Plan, unless otherwise determined by the Administrator, Awards may not be sold assigned, transferred, pledged, hypothecated, or otherwise disposed of, except as stated below in this Section 15. Any disposition of Awards carried out by Participants in contrary to the provisions hereinbelow without the Administrator's prior written approval, shall be null and void. No transfer of Awards shall be effective unless is made in compliance with the Articles of Association of the Company (as may be amended from time to time), including, without derogating from the generality of the above, the required approval of any transfer of Shares by the Board, right of first refusal, right of co-sale, and the right of bring along, all - to the extent exist under the Articles of Association of the Company. Without derogating from the aforesaid, all Underlying Shares shall be subject to restrictions set forth in any agreement (or other similar instrument) applicable to all or substantially all of the shareholders of the Company.

15.2 **RESTRICTED SHARES**. As stated in section 27 below.

15.4 **RESTRICTED SHARE UNITS**. As stated in section 28 below.

15.3 **ACCELERATION PROVISION**. The Administrator, in its sole discretion, but subject to the receipt of any approvals required under Law, may decide to add a provision in certain Award Letters, according to which in case of a Merger, all or some of the unvested Awards, shall automatically accelerate.

15.4 **LOCK UP**. Notwithstanding the Holding Period, if the Company engages in a financing transaction, or conducts a public offering, at the request of the investors in such transaction or underwriters, as the case may be, the Administrator may determine that the Shares and the Underlying Shares issued pursuant to the exercise of Granted Awards may be subject to a lock-up period of up to 180 days, or such longer period of time as may be recommended by the Board, during which time Participants shall not be allowed to sell Shares. As a condition for the grant of Awards and issuance of Underlying Shares thereunder, each Participant shall execute such other documents and/or agreement as shall be determined by the Administrator in its sole discretion.

15.5 **ORGANIZATIONAL DOCUMENTS**. As a condition for the grant of Awards and issuance of Underlying Shares thereunder, each Participant shall acknowledge the terms and provisions of the corporate documents of the Company, including organizational documents, as amended from time to time, and all other agreements among the shareholders of the Company which are applicable to the holders of ordinary shares and shall agree to be bound by their terms with respect to any restriction applicable to the ordinary shares of the Company (including without limitation, any right of first refusal, co-sale and bring along provisions, as applicable), provided however that in the event of a conflict between such documents and this Plan, the terms of the this Plan shall prevail.

16. **TAX MATTERS**

In respect of grants to Israeli Participants, this Plan shall be governed by, and shall conform with and be interpreted to comply with, the requirements of Section 102 and any written approval from the Israeli Tax Authorities. All tax consequences under any applicable law (other than stamp duty) which may arise from the grant or allocation or vesting of Granted Awards, from the exercise of Granted Awards or from the holding or sale of Shares and/or Underlying Shares (or other securities issued under the Plan) by or on behalf of the Participant, shall be borne solely on the Participant. The Participant shall indemnify the Company and/or Affiliate and /or the Trustee, as the case may be, and hold them harmless, against and from any liability for any such tax or any penalty, interest, or indexing.

If the Company elects to allocate Awards according to the provisions of the Income Tax Track Without a Trustee (Section 11.3 of this Plan), and if prior to the exercise of any and/or all of these Awards or sale of such Shares, such Participant ceases to be an employee, director, officer or Consultant of the Company or Affiliate, the Participant shall deposit with the Company a guarantee or other security as required by law, in order to ensure the payment of applicable taxes upon the exercise of such Awards and/or sale of Shares, as the case may be.

It is clarified that if any grants made under the trustee routes of Section 102 do not comply with the requirement of such tax route, the grant shall be considered subject to the non-trustee route under Section 102, or Section 3(i) or Section 2 of the Ordinance, as applicable. The Company provides no guarantee as to the tax classification of any grant approved under this Plan.

17. **WITHHOLDING TAXES**

Whenever an amount with respect to withholding tax relating to Awards granted to a Participant and/or Underlying Shares issued upon the exercise thereof is due from the Participant and/or the Company and/or an Affiliate, the Company and/or an Affiliate and/or the Trustee shall have the right to demand from a Participant such amount sufficient to satisfy any applicable withholding tax requirements related thereto, and whenever Shares or any other non-cash assets are to be delivered pursuant to the exercise of an Award and the sale of Shares, or transferred thereafter, the Company and/or an Affiliate and/or the Trustee shall have the right to require the Participant to remit to the Company and/or to the Affiliate, or to the Trustee an amount in cash sufficient to satisfy any applicable withholding tax requirements related thereto, and if such amount is not timely remitted, the Company and/or the Affiliate and/or the Trustee shall have the right to withhold or set-off (subject to Law) such Shares or any other non-cash assets pending payment by the Participant of such amounts.

Until all taxes have been paid in accordance with all Tax rules to Company's satisfaction, Awards and/or Underlying Shares may not be sold, transferred, assigned, pledged, encumbered, or otherwise willfully hypothecated or disposed of, and no power of attorney or deed of transfer, whether for immediate or future use may be validly given. Notwithstanding the foregoing, the Granted Awards and/or Underlying Shares may be validly transferred, subject to the provisions of Section 10.3 of the Plan, in accordance with Section 19 below, provided that the transferee thereof shall be subject to the provisions of Section 102 and the Section 102 Rules as would have been applicable to the deceased Participant were he or she to have survived.

18. **NO TRANSFER OF AWARDS**

The Trustee shall not transfer Awards to any third party, including a Participant, except in accordance with instructions received from the Administrator.

19. **TRANSFER OF RIGHTS UPON DEATH**

Subject further to any additional requirements and limitations specified in the Plan, no transfer of any Award or Underlying Share issued upon the exercise thereof by will or by the laws of descent shall be effective to bind the Company unless the Company shall have been furnished with the following signed and notarized documents:

- (A) A written request for such transfer and a copy of the legal documents creating and confirming the right of the person acting with respect to the Participant's estate and of the transferee;
- (B) A written consent by the transferee to pay any amounts in connection with the Granted Award and Underlying Shares any payment due according to the provisions of the Plan and otherwise abide by all the terms of the Plan; and
- (C) any such other evidence as the Administrator may deem necessary to establish the right to the transfer of the Granted Award or Underlying Share issued upon the exercise thereof and the validity of the transfer.

20. **NO RIGHT OF OTHERS TO GRANT OF AWARDS**

Subject to the provisions of the Plan, no person other than the Participant shall have any right with respect to any Grant of Award to the Participants under the Plan.

21. **EXPENSES AND RECEIPTS**

Except as specifically referred to in this Plan, the expenses incurred in connection with the administration and implementation of the Plan (including any applicable stamp duty) shall be borne by the Company, excluding any fees associated with the exercise of Awards or the sale of any Underlying Shares which shall be borne solely by the Participants. Any proceeds received by the Company in connection with the Allocation of Shares or exercise of any Awards may be used for general corporate purposes.

22. **REQUIRED APPROVALS**

The Plan is subject to the receipt of all approvals required under the Tax Ordinance, and the Law.

23. **APPLICABLE LAW**

This Plan and all documents delivered or executed by the Company or Affiliate in connection herewith shall be governed by, and construed and administered, in accordance with the Law and Tax Ordinance.

24. **TREATMENT OF PARTICIPANTS**

There is no obligation for uniformity of treatment of Participants.

25. **NO CONFLICTS**

In the event of any conflict between the terms of the Plan and the Award Letter, the Plan shall prevail, unless the Award Letter stated specifically that the conflicting provision in the Award Letter shall prevail.

26. **PARTICIPANT UNDERTAKINGS**

By entering into this Plan, the Participant shall (1) agree and acknowledge that he or she have received and read the Plan and the Award Letter; (2) undertake all the provisions set forth in: Section 3(i) or Section 102 as applicable (including provisions regarding the applicable Tax Track that the Company has selected), the Plan, the Award Letter and the Trust Agreement (if applicable); and (3) if the Awards are granted under Section 102, the Israeli Participant shall undertake that subject to the provisions of Section 102 and the Rules, he or she shall not to sell or release the Shares or Underlying Shares from trust before the end of the Holding Period (if any).

27. **RESTRICTED SHARES**

The Board may award Restricted Shares to any Participant, including under Section 102. Each Award of Restricted Shares under this Plan shall be evidenced by an applicable Award Letter, in such form as the Board shall from time to time approve. The Restricted Shares shall be subject to all applicable terms of this Plan, which in the case of Restricted Shares granted under Section 102 shall include Section 11 herein (Awards and Tax Provisions) and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Shares Award Letters under this Plan need not be identical. The Restricted Share Award Letters shall comply with and be subject to the Plan unless otherwise specifically provided in such Award Letter and not inconsistent with this Plan, or applicable Law:

- (a) **Purchase Price.** Each Restricted Share Award Letter shall state an amount of Exercise Price to be paid by the Participant, if any, in consideration for the issuance of the Restricted Shares and the terms of payment thereof, which may include, payment in cash or by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Board.
- (b) **Restrictions.** Restricted Shares 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 Shares shall have vested (the period from the date on which the Award is granted until the date of vesting of the Restricted Share thereunder being referred to herein as the “Restricted Period”). The Board may also impose such additional or alternative restrictions and conditions on the Restricted Shares, as it deems appropriate, including the satisfaction of performance criteria. 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 Administrator or pursuant to the provisions of any Company policy required under mandatory provisions of applicable Law. Certificates for shares issued pursuant to Restricted Share Awards shall bear an appropriate legend referring to such restrictions, if applicable, 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 Board, be held in escrow by an escrow agent appointed by the Board, or, if a Restricted Share Award is made pursuant to Section 102, by the Trustee. In determining the Restricted Period of an Award, the Board may provide that the foregoing restrictions shall lapse with respect to specified percentages of the awarded Restricted Shares on successive anniversaries of the date of such Award. To the extent required by the Ordinance, the Restricted Shares issued pursuant to Section 102 shall be issued to the Trustee in accordance with the provisions of the Ordinance and the Restricted Shares shall be held for the benefit of the Participant for such period as may be required by the Ordinance.
- (c) **Forfeiture; Repurchase.** Subject to such exceptions as may be determined by the Board, if the Participant’s continuous employment with or service to the Company 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 Shares, 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 this Plan, subject to applicable Laws and the Participant shall have no further rights with respect to such Restricted Shares.
- (d) **Ownership.** During the Restricted Period the Participant shall possess all incidents of ownership of such Restricted Shares, subject to Section 13 (Rights as a Shareholder) and Section 27(b) herein (Restricted Shares - Restrictions), including the right to vote and receive dividends with respect to such Shares. All securities, if any, received by a Participant with respect to Restricted Shares 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.

28. **RESTRICTED SHARE UNITS**

Restricted Share Units, or 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 Participant, including under Section 102, provided that, to the extent required by applicable Law, a specific ruling is obtained from the Israeli Income Tax Authority to grant RSUs as 102 Trustee Awards. Award Letter relating to the grant of RSUs under this Plan, shall be in such form as the Board shall from time to time approve. The RSUs shall be subject to all applicable terms of this Plan, *mutatis mutandis*, which in the case of RSUs granted under Section 102 shall include Section 11 herein (Awards and Tax Provisions) and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Award Letters need not be identical. RSUs may be granted in consideration of a reduction in the Participant's other compensation.

- (a) Exercise Price. No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Letter or as required by applicable Law.
- (b) Shareholders' Rights. The Participant shall not possess or own any ownership rights in the Shares underlying the RSUs and no rights as a shareholder shall exist prior to the actual issuance of Shares in the name of the Participant.
- (c) Vesting of RSUs. Shares shall be issued to or for the benefit of Participant promptly following each vesting date determined by the Administrator, provided that Participant is still engaged by the Company on the applicable vesting date. After each such vesting date the Company shall promptly cause to be issued, for the benefit of Participant, Shares with respect to RSUs that became vested on such vesting date. It is clarified that no Shares shall be issued pursuant to the RSUs to Participant until the vesting criteria determined by the Administrator is met.
- (d) Settlements of Awards. Settlement of vested RSUs shall be made in the form of Shares. Distribution to a Participant of an amount (or amounts) from settlement of vested RSUs can be deferred to a date after settlement as determined by the Board. 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, *mutatis mutandis*.

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Appendix ATerms of Grant of Options to United States Employees

U.S. SUB-PLAN TO THE  
SAFE-T GROUP LTD. AMENDED AND RESTATED GLOBAL INCENTIVE PLAN

Established by Resolution of the Board on January 20, 2019  
As amended Effective from September 22, 2022

**1. PURPOSE**

The Board of Safe-T Group Ltd. (the “Company”) established the Safe-T Group Ltd. Amended and Restated Global Incentive Plan (the “Plan”). Through the Plan, the Company established a framework to aid the Company in attracting and retaining the best available individuals for positions of substantial responsibility, and to promote the success of the Company’s and Affiliate’s business by aligning the financial interests of individuals providing services to the Company and Affiliates with long-term shareholder value.

The Board determined that it was necessary and desirable to establish a sub-plan of the Plan for the purpose of granting Shares, Restricted Shares, Restricted Share Units or Options to Eligible Persons who are residents of the United States or who are or may become subject to U.S. tax (i.e., income tax, social security and/or withholding tax (“U.S. Participants”)), with such Options qualifying as either Incentive Stock Options or Non-Statutory Stock Options within the meaning of Section 422 of the Code, to cause all Restricted Share Units and Options under the Plan to be exempt from or comply with Section 409A of the Code, and to cause all Shares, Restricted Shares, Restricted Share Units and Options to comply with certain other provisions and exemptions under U.S. law. The terms of the Plan, as amended from time to time, shall, subject to the provisions hereof, constitute this U.S. Sub-Plan of the Plan (this “U.S. Sub-Plan”). This U.S. Sub-Plan supplements, and shall be read in conjunction with the Plan, and is subject to the terms and conditions of the Plan; provided, that to the extent that the terms and conditions of the Plan differ from or conflict with the terms or conditions of this U.S. Sub-Plan, the terms and conditions of this U.S. Sub-Plan shall prevail.

**2. INTERPRETATION**

For the purposes of this U.S. Sub-Plan, the definitions set out in the Plan shall apply to this U.S. Sub-Plan as such definitions apply to the Plan and in addition the following terms shall have the following meanings (unless the context requires otherwise):

- 2.1 “**Beneficiary**” means the legal representatives of the U.S. Participant’s estate entitled by will or the laws of descent and distribution to receive the benefits under a U.S. Participant’s Option upon a U.S. Participant’s death, provided that, if and to the extent authorized by the Board, a U.S. Participant may be permitted to designate a Beneficiary by separate written designation hereunder, in which case the “Beneficiary” instead will be the person, persons, trust or trusts (if any are then surviving) which have been designated by the U.S. Participant in his or her most recent written beneficiary designation filed with the Board to receive the benefits specified under the U.S. Participant’s Option upon such U.S. Participant’s death. Unless otherwise determined by the Board, any designation of a Beneficiary other than a U.S. Participant’s spouse shall be subject to the written consent of such spouse.
  - 2.2 “**Board**” means the board of directors of the Company.
  - 2.3 “**Code**” means the United States Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall include any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation, and regulations thereto.
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- 2.4 “**Date of Grant**” means, with respect to Non-Statutory Stock Options, the date specified in Treasury Regulation Section 1.409A-1(b)(5)(vi) (B) and with respect to Incentive Stock Options, the date specified in Treasury Regulation Section 1.422-1(c).
- 2.5 “**Eligible Person**” has the meaning specified in Section 3.1.1;
- 2.6 “**Employee**” has the meaning specified in Section 3.1.1.
- 2.7 “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.
- 2.8 “**Fair Market Value**” means the value of a Share determined according to the following rules:
- (a) If the Share is not at the time listed or admitted to trading with an established securities market, then Fair Market Value shall be determined in good faith by the Board, which may take into consideration (i) the price paid for the Share in the most recent trade of a substantial number of Ordinary Shares known to the Board to have occurred at arm’s length between willing and knowledgeable investors, (ii) an appraisal by an independent party, or (iii) any other method of valuation undertaken in good faith by the Board, or some or all of the above as the Board shall in its discretion elect; or
  - (b) If the Share is at the time listed or admitted to trading with an established securities market, then Fair Market Value shall mean the closing price of the Company’s Share on such established securities market for the last trading day before the Date of Grant of such Option.
- 2.9 “**Incentive Stock Option**” means an Option intended to be (as set forth in the Grant Letter) and which qualifies as an incentive stock option within the meaning of Section 422(b) of the Code.
- 2.10 “**Non-Statutory Stock Option**” means an Option not intended to be (as set forth in the Grant Letter) or which does not qualify as an Incentive Stock Option.
- 2.11 “**Qualified Member**” means a member of the Board who is a “Non-Employee Director” within the meaning of Rule 16b-3(b)(3) under the Exchange Act.
- 2.12 “**Restricted Share Units**” means grants of a right to receive one Share or, in lieu thereof, the Fair Market Value of such Share in cash, which shall be contingent upon the vesting.
- 2.13 “**Rule 16b-3**” means Rule 16b-3, as from time to time in effect and applicable to U.S. Participants, promulgated by the U.S. Securities and Exchange Commission under Section 16 of the Exchange Act.
- 2.14 “**Securities Act**” means the U.S. Securities Exchange Act of 1933, as amended.
- 2.15 “**Subsidiary**” means a corporation, company, partnership or other form of business organization of which the Company owns, directly or indirectly through an unbroken chain of ownership, fifty percent or more of the total combined voting power of all classes of stock or other form of equity ownership or has a significant financial interest, as determined by the Board.
- 2.16 “**Ten Percent Shareholder**” means a person who, at the time an Option is granted to such person, owns shares possessing more than ten percent (10%) of the total combined voting power (*as defined under applicable U.S. law and after application of the attribution rules of Section 424(d) of the Code*) of all classes of shares of the Company or any ISO Subsidiary within the meaning of Section 422(b)(6) of the Code.

### 3. TERMS

Shares, Restricted Shares, Restricted Share Units, Incentive Stock Options and Non-Statutory Stock Options shall be governed by the terms of the Plan to the extent not otherwise provided for in this U.S. Sub-Plan.

#### 3.1 Eligibility and Certain Option Limitations.

- 3.1.1 **Eligibility.** Non-Statutory Stock Options and Restricted Share Units may be granted under the U.S. Sub-Plan only to Eligible Persons. For purposes of the U.S. Sub-Plan, an “Eligible Person” means (i) an employee of the Company or any Subsidiary, which term shall include any common-law employee as well as any person whom the Company or Subsidiary classifies as an employee (including any officer who is an employee) for employment tax purposes (whether or not such classification is correct), and any person who has been offered employment by the Company or a subsidiary or Subsidiary, provided that such prospective employee may not receive any payment or exercise any right relating to an Option until such person has commenced employment with the Company or Subsidiary (each, an “employee”), (ii) a non-employee executive officer or non-employee director of the Company or Subsidiary, or (iii) a consultant, advisor or other independent contractor of the Company or Subsidiary. Incentive Stock Options may be granted only to an Eligible Person who is an employee (as determined under the statutory option rules of Section 421 et seq. of the Code) of the Company or of a “parent corporation” or “subsidiary corporation” (as those terms are defined in Section 424 of the Code and such subsidiary being an “ISO Subsidiary”) with respect to the Company. A person shall not cease to be an employee in the case of (i) any military, sick leave or other bona fide leave of absence approved by the Company or (ii) transfers between locations of the Company or between or among the Company, and its Subsidiaries, or any successor. For purposes of Incentive Stock Options, no such leave may exceed ninety days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If the period of leave exceeds ninety (90) days and reemployment upon expiration of such leave is not so guaranteed, any Incentive Stock Option held by the grantee shall cease to be treated as an Incentive Stock Option on the 180th day following the first day of such leave and shall thereafter be treated for tax purposes as a Non-Statutory Stock Option. Neither service as a director nor payment of a director’s fee by the Company shall be sufficient to constitute “employment” by the Company for purposes of the U.S. Plan.
- 3.1.2 **Term of Options.** (a) The Board shall determine the term of each Option, provided that in no event shall any Option be exercisable after the expiration of ten (10) years after the effective Date of Grant of such Option and (b) no Incentive Stock Option granted to a Ten Percent Shareholder shall expire later than five years from its Date of Grant.
- 3.1.3 **Exercise Price.** The exercise price per share for an Option shall be determined by the Board, provided that such exercise price shall be not less than the Fair Market Value of a Share on the effective Date of Grant of the Option. No Incentive Stock Option granted to a Ten Percent Shareholder shall have an exercise price per share less than one-hundred ten percent (110%) of the Fair Market Value of a Share on the effective Date of Grant of the Option.

- 3.1.4 **Exercise Payment.** Shares purchased upon the exercise of an Option granted under the Plan shall be paid for as follows: (a) in cash or by check, payable to the order of the Company; (b) by payment in cash or by check, payable to the order of the Company, of the par value of the Shares to be acquired and by payment of the balance of the exercise price in whole or in part by delivery of the Participant's recourse promissory note, in a form specified by the Board and to the extent consistent with applicable law, secured by Shares acquired upon exercise of the Option and such other security as the Board may require; (c) except as may otherwise be provided in the applicable Grant Letter or approved by the Board, in its sole discretion, by (1) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (2) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding; (d) by delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value, provided (1) the method of payment is then permitted under applicable law, (2) the Shares, if acquired directly from the Company, was owned by the Participant for a minimum period of time, if any, as may be established by the Board in its sole discretion, and (3) the Shares are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements; (e) in the case of a Non-Statutory Stock Option, by delivery of a notice of "net exercise" to the Company, as a result of which the Participant would receive (1) the number of shares underlying the portion of the Option being exercised less (2) such number of shares as is equal to (i) the aggregate exercise price for the portion of the Option being exercised divided by (ii) the value of the Common Stock on the date of exercise and, at the election of the Participant, less (iii) such number of shares as is equal in value to the withholding obligation (if any); (f) to the extent permitted by applicable law and provided for in the applicable Grant Letter or approved by the Board in its sole discretion, by payment of such other lawful consideration as the Board may determine; or (g) by any combination of the above permitted forms of payment.
- 3.1.5 **Exercise Restrictions.** The exercise restrictions in Section 7.7 of the Plan shall apply to the extent allowed under U.S. federal or state law.
- 3.1.6 **Adjustments.** Notwithstanding any provision in Article 4 of the Plan, no adjustment shall be made to the terms or conditions of an Share, Restricted Share, Option or Restricted Share Unit under the terms of the Plan unless the adjustment would not otherwise cause adverse tax consequences to the Grantee under Code Section 409A or result in the loss of Incentive Stock Option status under Code Section 424 (without the Grantee's consent).
- 3.1.7 **Limits on Transferability.** An Option shall not be assignable or transferable by the Participant except by will or by the laws of descent and distribution. During the life of the Participant, an Option shall be exercisable only by him, by a conservator or guardian duly appointed for him by reason of his incapacity or by the person appointed by the Participant in a durable power of attorney acceptable to the Company's counsel. Notwithstanding the preceding sentences, the Board may in its discretion permit the Participant of an Non-Statutory Stock Option to transfer the Non-Statutory Stock Option to a member of the Immediate Family (as defined below) of the Participant, to a trust solely for the benefit of the Participant and the Participant's Immediate Family or to a partnership or limited liability company whose only partners or members are the Participant and members of the Participant's Immediate Family. "Immediate Family" shall mean, with respect to any Participant, the Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, and shall include adoptive relationships.
- 3.1.8 **No Rights as Shareholder.** A Participant shall have no rights as a stockholder with respect to any Shares covered by an Option or a Restricted Share Unit until the date of issuance of a stock certificate to him or her for the Shares. Notwithstanding Section 13.3 of the Plan, with respect to Option grants, U.S. Participants shall not receive, either directly or indirectly, any dividend payment for dividends accrued on Underlying Shares. With respect to Restricted Share Unit grants, the Board, at its sole discretion, may grant a dividend equivalent unit to any Participant upon such terms and conditions as it may establish. Each dividend equivalent unit will entitle the Participant, at the time of the settlement of the Restricted Share Unit, to an additional payment equal to the dividends the Participant would have received if the Participant had been the actual record owner of the underlying Shares on each dividend record date prior to settlement. The dividend equivalent unit may be settled in Shares or cash or a combination thereof.

### 3.2 Incentive Stock Options.

The following provisions shall control any grants of Options that are denominated as Incentive Stock Options.

- 3.2.1 **Grant of Incentive Stock Options.** Each Option that is intended to be an Incentive Stock Option must be designated in the Option Agreement as an Incentive Stock Option, provided that any Option designated as an Incentive Stock Option will be a Non-Statutory Stock Option to the extent the Option fails to meet the requirements of Code Section 422.
- 3.2.2 **Maximum ISO Limit.** The maximum aggregate number of Shares that may be issued under the Plan pursuant to the exercise of Incentive Stock Options shall not exceed 250,000 Shares (the “*ISO Share Limit*”) (subject to adjustment as provided in section 4 of the Plan), and shall be determined to the extent required under the Code, by reducing the number of Shares designated under section 3 of the Plan by the number of Shares issued pursuant to Options, provided that any Shares that are subject to Options issued under the Plan and forfeited back to the Plan before an issuance of Shares shall be available for issuance pursuant to future ISO Options. The maximum aggregate number of Shares that may be issued under the Plan pursuant to all Options other than Incentive Stock Options shall not be limited and shall be in accordance with section 3 of the Plan.
- 3.2.3 **Exercise Limitation.** To the extent that Options that are intended to qualify as Incentive Stock Options (granted under all Shares plans of the Company, including the Plan) become exercisable by a U.S. Participant for the first time during any calendar year for Shares having a Fair Market Value greater than one-hundred thousand dollars (\$100,000), the portion of such Options which exceed such amount shall be treated as Non-Statutory Stock Options. For purposes of this Section 3.2.4, Options intended to qualify as Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of Shares shall be determined as of the time the option with respect to such Shares is granted. If the Code is amended to provide for a limitation different from that set forth in this Section, such different limitation shall be deemed incorporated herein effective as of the date and with respect to such Options 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 Non-Statutory Stock Option in part by reason of the limitation set forth in this Section, the U.S. Participant may designate which portion of such Option the U.S. Participant is exercising. In the absence of such designation, the U.S. Participant shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Upon exercise of the Option, Shares issued pursuant to each such portion shall be separately identified.

- 3.2.4 **Post-Termination Exercise.** An Incentive Stock Option shall remain exercisable following a termination of employment (including Retirement) from the Company or an ISO Subsidiary, to the extent the Employee was entitled to exercise such Option at the date of termination of employment, only until the expiration of (A) three months after the termination of employment from the Company and an ISO Subsidiary for any reason, including any change in a U.S. Participant's engagement status between Employee and a consultant, but other than his or her death or disability (within the meaning of Code Section 22(e)(3)), and (B) one year after the termination of employment from the Company and any ISO Subsidiary on account of his or her death or disability (as defined above). In the case of the death of the U.S. Participant, the Option may be exercised by the U.S. Participant's estate or by a person who acquires the right to exercise the Option by bequest or inheritance. If such disability is not a "disability" as such term is defined in Section 22(e)(3) of the Code, in the case of an Incentive Stock Option, such Incentive Stock Option shall automatically cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Statutory Stock Option on the day three months and one day following a termination of employment from the Company and any ISO Subsidiary on account of disability. Notwithstanding Section 10.4 of the Plan, the Administrator shall be permitted to extend any of the periods stated in Sections 10.1-10.3 of the Plan only to the extent such extension is compliant with the Code and any applicable any federal or state law, rule or regulation.
- 3.2.5 **Modification.** If an Incentive Stock Option is modified, extended or renewed (within the meaning of Code Section 424(h)), such Option will thereupon cease to be treated as an Incentive Stock Option
- 3.2.6 **Notice of Disposition.** The U.S. Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Stock Option within (a) two (2) years from the Date of Grant of such Incentive Stock Option or (b) one (1) year after the transfer of such Shares to the U.S. Participant.

### 3.3 **Restricted Share Units.**

The following additional provisions shall control any grants of Restricted Share Units:

- 3.3.1 **Number of Shares and Other Terms.** The number of Shares subject to a Restricted Share Unit Award and the vesting period shall be determined by the Board or pursuant to the Plan.
- 3.3.1 **Purchase Price.** Notwithstanding Section 7.1 of the Plan, U.S. Participants shall not be required to pay any consideration including the Purchase Price to receive Shares upon vesting of a Restricted Share Unit.
- 3.3.1 **Settlement and Delivery.** Delivery of Shares in settlement of a Restricted Share Unit Award that vests shall occur as soon as administratively practicable following vesting, but in no event later than the fifteenth day of the third month following the close of the year in which vesting occurs.
- 3.3.1 **Release.** Notwithstanding Section 7.5 of the Plan, U.S. Participants shall not be required to provide to the Company documentation evidencing the payment of taxes by the U.S. Participant as a condition to receiving any Shares or any other compensation or benefit under either the Plan or this U.S. Sub-Plan.

## 4. **ADMINISTRATION OF U.S. SUB-PLAN**

- 4.1 **Manner of Exercise of Board Authority.** At any time that a member of the Board is not a Qualified Member, any action of the Board relating to an Option intended to be covered by an exemption under Rule 16b-3 under the Exchange Act may be taken by a committee or subcommittee, designated as the "U.S. Sub-Committee," composed solely of two or more Qualified Members or may be taken by the Board or the U.S. Sub-Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action, provided that, upon such abstention or recusal, the Board or U.S. Sub-Committee remains composed of at least two or more Qualified Members. Such action, authorized by the U.S. Sub-Committee or by the Board upon the abstention or recusal of such non-Qualified Member(s), shall be the action of the Board for purposes of the Plan. The express grant of any specific power to the Board, and the taking of any action by the Board, shall not be construed as limiting any power or authority of the Board. To the fullest extent authorized under applicable law, the Board may delegate to officers or managers of the Company or any Affiliate, or committees thereof, the authority, subject to such terms as the Board shall determine, to perform such functions, including administrative functions, as the Board may determine, to the extent that such delegation will not cause Options intended to qualify for an exemption under Rule 16b-3 under the Exchange Act to fail to so qualify.

- 4.2 **Exemptions from Section 16(b) Liability.** With respect to a U.S. Participant who is then subject to the reporting requirements of Section 16(a) of the Exchange Act in respect of the Company, the Board shall implement transactions under the Plan and administer the Plan in a manner that will ensure that each transaction with respect to such a U.S. Participant is exempt under Rule 16b-3 (or satisfies another exemption under Section 16(b)), except that this provision shall not limit sales by such a U.S. Participant, and such a U.S. Participant may engage in other non-exempt transactions with respect to shares delivered under the Plan.
- 4.3 **Compliance with Legal and Other Requirements.** The Company may, to the extent deemed necessary or advisable by the Board, postpone the issuance or delivery of Shares until completion of such registration or qualification of such Shares or other required action under any federal or state law, rule or regulation or listing or other required action with respect to any stock exchange or automated quotation system upon which the Shares or other securities of the Company are listed or quoted, as the Board may consider appropriate, and may require any U.S. Participant to make such representations, furnish such information and comply with or be subject to such other conditions as it may consider appropriate in connection with the issuance or delivery of in compliance with applicable laws, rules, and regulations or listing requirements. Specifically, in connection with the Securities Act, upon the exercise of any Option or settlement of a Restricted Share Unit, the Company shall not be required to issue shares unless the Board has received evidence satisfactory to it to the effect that the Participant will not transfer the shares except pursuant to a registration statement in effect under the Securities Act or unless an opinion of counsel satisfactory to the Company has been received by the Company to the effect that such registration is not required. Any determination in this connection by the Board shall be conclusive. The Company shall not be obligated to take any other affirmative action in order to issue any shares upon the exercise of any Option or to settle any Restricted Share Unit to comply with any law or regulations of any governmental authority, including, without limitation, the Securities Act or applicable state securities laws/ any applicable securities laws.

## 5. TAX PROVISIONS

- 5.1 **Section 409A Compliance.** The Company intends that Shares, Restricted Shares, Options and Restricted Share Units granted pursuant to the Plan to U.S. Participants be exempt from or comply with Section 409A of the Code (including any amendments or replacements of such section), and the Plan shall be so construed. Notwithstanding other provisions of this U.S. Sub-Plan or any Grant Letters hereunder, unless otherwise determined by the Board in its sole and absolute discretion, no Share, Restricted Share, Option or Restricted Share Unit shall be granted, deferred, accelerated, extended, settled, paid out or modified under this U.S. Sub-Plan in a manner that would result in the imposition of an additional tax under Section 409A of the Code upon a U.S. Participant. In the event that it is reasonably determined by the Board that, as a result of Section 409A of the Code, payments in respect of any Share, Restricted Share, Option or Restricted Share Unit under the Plan may not be made at the time contemplated by the terms of the Plan or the relevant Grant Letter, as the case may be, without causing the U.S. Participant holding such Share, Restricted Share, Option or Restricted Share Unit to be subject to taxation under Section 409A of the Code, including as a result of the fact that the U.S. Participant is a “specified employee” under Section 409A of the Code, the Company will make such payment on the first day that would not result in the U.S. Participant incurring any tax liability under Section 409A of the Code. The Company shall use commercially reasonable efforts to implement the provisions of this Section 5.1 in good faith; provided, that neither the Company, the Board nor any of the Company’s employees, directors or representatives shall have any liability to U.S. Participants with respect to this Section 5.1. Without limiting the foregoing, unless otherwise determined by the Board in its sole and absolute discretion, the terms of Section 4 of the Plan as they relate to U.S. Participants shall be subject to the requirements and limitations of Section 409A of the Code. Notwithstanding any provision of the Plan to the contrary, in the event that following such effective date the Board determines that any Share, Restricted Share, Option or Restricted Share Unit may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after such effective date), the Board may adopt such amendments to the Plan and the applicable Grant Letter or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (a) exempt the Share, Restricted Share, Option or Restricted Share Unit from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Share, Restricted Share, Option or Restricted Share Unit, or (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under such Section.

- 5.2 **Withholding Taxes.** To the extent required by law, the Company may withhold or cause to be withheld income and other taxes with respect to any income recognized by a Participant by reason of the exercise of an Option or settlement of a Share, Restricted Share, or Restricted Share Unit, and as a condition to the receipt of any Share, Restricted Share, Option or Restricted Share Unit the Participant shall agree that if the amount payable to him or her by the Company or any Affiliate employing the Participant in the ordinary course is insufficient to pay such taxes, then the Participant shall upon the request of the Company pay to the Company an amount sufficient to satisfy its tax.

## 6. LIMITATION ON RIGHTS CONFERRED UNDER U.S. SUB-PLAN

Neither this U.S. Sub-Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or U.S. Participant the right to continue as an Eligible Person or U.S. Participant or in the employee or service of the Company or a Subsidiary or Affiliate, (ii) interfering in any way with the right of the Company or a Subsidiary or Affiliate to terminate any Eligible Person's or U.S. Participant's employment or service at any time, (iii) giving an Eligible Person or U.S. Participant any claim to be granted any Share, Restricted Share, Option or Restricted Share Unit under the Plan or to be treated uniformly with other U.S. Participants and employees, or (iv) conferring on a U.S. Participant any of the rights of a shareholder of the Company unless and until the U.S. Participant is duly issued or transferred Shares in accordance with the terms of an Option or Restricted Share Unit, or an Option is duly exercised or the Restricted Share Unit is settled. Except as expressly provided in this U.S. Sub-Plan and a Grant Letter, neither this U.S. Sub-Plan nor any Grant Letter shall confer on any person other than the Company and the U.S. Participant any rights or remedies thereunder.

## 7. AUTHORIZATION OF SUB-PLAN

- 7.1 **Effectiveness.** This U.S. Sub-Plan shall become effective upon its adoption by the Board (the "Effective Date"). It shall continue in effect for a term of ten years from such date or from the date of its approval by the Shareholders, whichever is earlier, unless sooner terminated under the terms of the Plan. The Board may at any time amend the Plan; *provided, however*, that if Incentive Stock Options are granted under the Plan, without approval of the Company's shareholders there shall be no: (a) increase in the total number of Shares available to be issued as Incentive Stock Options, except by operation of the provisions of Section 4 of the Plan and Section 3.1.6 of this U.S. Sub-Plan or (b) change in the class of persons eligible to receive Incentive Stock Options under the Plan; and *provided, further*, that there shall be no other change in the Plan that requires shareholder approval under applicable law unless such approval is obtained. Except as otherwise provided in the Plan or a Share, Restricted Share, Option or Restricted Share Unit agreement, no amendment shall adversely affect outstanding Shares, Restricted Shares, Options or Restricted Share Units without the consent of the Participant. The Plan may be terminated at any time by action of the Board, but any such termination will not terminate Shares, Restricted Shares, Options or Restricted Share Units then outstanding, without the consent of the Participant.
- 7.2 **Shareholder Approval.** Continuance of the Plan and this U.S. Sub-Plan shall be subject to approval by the shareholders of the Company within twelve (12) months before or after the date the Plan and this U.S. Sub-Plan are adopted. Any Incentive Stock Options granted under this U.S. Sub-Plan before shareholder approval is obtained must be rescinded if shareholder approval is not obtained within twelve (12) months before or after the Plan and this U.S. Sub-Plan are adopted.
- 7.3 **Non-exclusivity of the Plan.** Neither the adoption of this U.S. Sub-Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements, apart from the Plan or this U.S. Sub-Plan, as it may deem desirable, and such other arrangements may be either applicable generally or only in specific cases.

## 8. GOVERNING LAW

This U.S. Sub-Plan shall in all respects be governed by and be construed in accordance with the laws of the State of Delaware, without giving effect to the principals of conflicts of laws, and applicable provisions of U.S. federal law. The state and federal courts located within the State of Delaware shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this U.S. Sub-Plan and accordingly any proceedings, suit or action arising out of this U.S. Sub-Plan shall be brought in such courts.

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