

THE COMPANIES ORDINANCE [NEW VERSION], 5743-1983

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

INVENTECH INVESTMENTS COMPANY LTD.

(Adopted by Special Resolution passed on 29 day of July, 1998)

PRELIMINARY

1. The regulations contained in the Second Schedule to the Companies Ordinance [New Version], 5743-1983, shall not apply to the Company, but the following shall, subject to repeal, addition and alteration as provided by the Ordinance or these Articles, be the regulations of the Company.
2. In these Articles, if not inconsistent with the context, the words standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column.

WORDS	MEANINGS
the Company	Inventech Investments Company Ltd.;
these Articles	these Articles of Association as from time to time altered by Special Resolution;
the Board	the Board of Directors of the Company;
Director or Directors	the member or members of the Board appointed in accordance with these Articles holding office at any one time;
the Office	the Registered Office of the Company at any one time;
the Ordinance	the Companies Ordinance [New Version], 5743-1983, or any statutory re-enactment or modification thereof for the time being in force; and any reference to any section or provision of the Ordinance shall be deemed to include a reference to any statutory re-enactment or modification thereof for the time being in force;
the Register	the Register of shareholders of the Company administered in accordance with Section 61 of the Ordinance;

a Member	a shareholder of the Company registered in the Register at any given time;
in writing	written, printed, photocopied, typed, sent via facsimile or produced by any visible substitute for writing, or partly one and partly another and "signed" shall be construed accordingly;
year	year from January 1st to December 31st;
month	calendar month

Words denoting the singular number shall include the plural number and vice versa; words denoting the masculine gender shall include the feminine gender; words denoting persons shall include corporations, partnerships, associations, and all other legal entities.

Save as aforesaid any words or expressions defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PUBLIC COMPANY

3. The Company is a public company according to the Ordinance.
4.
 - 4.1 The Board shall be permitted to engage the Company in any one or more of the businesses in which the Company is permitted to engage under its Memorandum of Association and under these Articles or under law, or to discontinue such engagement, at any time that they shall deem appropriate.
 - 4.2 The Office shall be at such place as the Board shall from time to time determine.

SHARE CAPITAL

5.
 - 5.1 The registered share capital of the Company is NIS 50,000,000 (fifty million New Israeli Shekels) divided into 50,000,000 (fifty million) Ordinary Shares of NIS 1.- (one New Israeli Shekel) par value each (herein: "**the Shares**"). The Shares shall convey to their holders thereof equal rights. The Shares shall convey to their holders pari passu the right to receive dividends and the right to participate in the distribution of the surplus assets of the Company in the event of the dissolution of the Company or the winding up of its affairs, and all other rights generally conveyed to the holders of ordinary shares, unless such rights are specifically conveyed to a special class of shares by these Articles or any amendment thereto.

6.

6.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class, such as voting, rights to dividends, transferability, liquidation and similar rights, unless otherwise provided by the terms of issue of the shares of that class, may be varied or abrogated, whether or not the Company is being wound up, only with the sanction of special resolutions passed at separate General Meetings of each class.

6.2 All the provisions of these Articles relating to General Meetings of the Company or the proceedings thereat, shall, *mutatis mutandis*, apply to every separate General Meeting of the holders of a class of shares, except that the necessary quorum shall be two persons holding or representing by proxy at least 33% (thirty three percent) in nominal amount of the issued shares of the specific class or, at any adjourned meeting of such holders, those Members who are present in person or by proxy, whatever their holdings, and the holders of shares of the class shall have one vote in respect of every share of the class held by them respectively.

7. Unless otherwise provided by these Articles or any amendment thereto, the enlargement of an authorized class of shares, or the issuance of additional shares thereof out of the authorized and unissued share capital, shall not be deemed, for purposes of article 6 herein above, to modify or abrogate the rights attached to previously issued shares of such class or inferior rights attached to shares of any other class.

SHARES

8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by special resolution determine.

9. The unissued shares from time to time shall be under the control of the Board. The Board shall have the power to allot, issue or otherwise dispose of shares to such persons, on such terms and conditions (including terms relating to calls as set forth in article 13 hereof), and either at par or at a premium, or, subject to the provisions of the Ordinance, at a discount and/or with payment of commission, and at such times, as the Board deems fit. The Board shall also have the power to give to any person the option to acquire from the Company any shares, either at par or at a premium, or, subject as aforesaid, at a discount and/or with payment of commission, during such time and for such consideration as the Board deems fit.

10. The Company shall not give, whether directly or indirectly, and whether by way of a loan, guarantee, provision of security or otherwise, any financial assistance prohibited by the Ordinance for the purchase, or in connection with a purchase made, or to be made, of shares in the Company by any person or for any person.

11. Except as required or provided by law or these Articles, no person shall be

recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

12.

- 12.1 Share certificates shall be issued under the corporate seal of the Company and shall bear the signature of two Directors, or of any other person or persons authorized by the Board of Directors.

Every person whose name is entered as a Member in the Register shall be entitled without payment to receive one certificate in respect of each class of shares held by him, or, with the consent of the Board, for every certificate after the first as the Board shall determine, several certificates, each for one or more of his shares. Shares of different classes may not be included in the same certificate. Where a Member has transferred a part of the shares comprised in his holding, he shall be entitled to a certificate for the balance without charge.

- 12.2 Every certificate shall specify the shares to which it relates, and the nominal amount paid up thereon.

In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate for a share to one of several joint holders and delivery to one joint holder shall be deemed sufficient delivery to all.

- 12.3 If a share certificate is worn out, defaced, lost or destroyed, it may be renewed on such terms, if any, as to evidence and indemnity with or without security as the Board requires. In the case of loss or destruction, the person to whom the new certificate is issued shall pay to the Company all expenses incidental to the investigation or evidence of loss or destruction and the preparation of the requisite form of indemnity.

CALLS ON SHARES

13.

13.1 Subject to any terms upon which any shares may have been issued, the Board may, from time to time, make calls upon the Members in respect of any moneys unpaid on their shares, whether on account of the nominal value of the shares or by way of premium.

13.2 A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed, and if authorized by the Board, may be made payable by installments.

Notice of any call for payment by a Member shall be given in writing to such Member, not less than fourteen (14) days prior to the time of payment fixed in such notice, and shall specify the time and place of payment, and the person to whom such payment is to be made. Prior to the time for any such payment fixed in a notice of a call, the Board may in its absolute discretion, by notice in writing to such Member, revoke such call in whole or in part, or stipulate different place of payment or person to whom payment is to be made. In the event of a call payable in installments, only one notice thereof need be given.

14.

14.1 Each Member shall pay to the Company, at the time and place of payment specified in the notice of the call, the amount called on his shares.

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

14.2 If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest thereon from the day fixed for payment to the time of actual payment at such rate, not exceeding 10% (ten percent) per month, as the Board may determine; but the Board shall be at liberty to waive payment of such interest, wholly or in part.

14.3 Any sum which by the terms of issue of a share becomes payable on issuance or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable. In case of non-payment, all the provisions of these Articles relating to payment of interest and expenses, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

15. With the approval of the Board, any Member may pay to the Company all or any amount not yet payable in respect of any of his shares, and the Board may approve the payment by the Company of interest on any such amount until the same would be payable if it had not been paid in advance, at such rate and time(s) as may be approved by the Board. The Board may at any time cause the Company to repay all or any part of the money so advanced, without premium

or penalty. Nothing in this article 15 shall derogate from the right of the Board to make any call for payment before or after receipt by the Company of any such advance.

LIEN ON SHARES

16.

- 16.1 Except to the extent the same may be waived or subordinated in writing, the Company shall have a first and paramount lien upon all the shares registered in the name of each Member (without regard to any equitable or other claim or interest in such shares on the part of any other person), and upon the proceeds of the sale thereof, for his debts, liabilities and obligations to the Company arising from any amount payable by such Member in respect of any unpaid or partly paid share, whether or not such debt, liability or obligation has matured. The Company shall also have a lien on all shares, other than those fully paid for, registered in the name of a single person, for all the moneys presently payable by him to the Company. Such liens shall extend to all dividends and other distributions from time to time declared or paid in respect of such shares. Unless otherwise provided, the registration by the Company of a transfer of shares shall be deemed to be a waiver on the part of the Company of the lien (if any) existing on such shares immediately prior to such transfer.
- 16.2 The Board may cause the Company to sell a share subject to such a lien when the debt, liability or obligation giving rise to such lien has matured, in such manner as the Board deems fit, but no such sale shall be made unless such debt, liability or obligation has not been satisfied within fourteen (14) days after written notice of the intention to sell shall have been served on such Member, his executors or administrators.
- 16.3 To give effect to any such sale the Board may authorize some person to execute a transfer of the shares sold to, or in accordance with the directions of the purchaser. The purchaser shall be entered in the Register as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 16.4 The net proceeds of sale, after payment of the costs thereof, shall be applied in or towards payment or satisfaction of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue, subject to a like lien for sums not presently payable as existed upon the shares prior to the sale, shall be paid to the person entitled to the shares at the date of the sale.

FORFEITURE AND SURRENDER OF SHARES

17.

- 17.1 If a Member fails to pay the whole or any part of any call or installment of a call on the day fixed for payment, the Board may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.
 - 17.2 The notice shall fix a further day, not being less than 7 (seven) days from the date of the notice, on or before which payment shall be made. In addition, the notice shall state the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the time and at the place specified, the shares on which the call was made will be liable to be forfeited.
18. If, upon such notice, the payment requirements are not complied with, any share in respect of which such notice has been given may, at any time thereafter, unless the payments required by the notice have been made, be forfeited by a resolution of the Board to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
19. Subject to the Ordinance, a forfeited share may be sold, re-allotted or otherwise disposed of upon such terms and in such manner as the Board deems fit; and at any time before sale, re-allotment or disposal, the forfeiture may be annulled on such terms as the Board deems fit. The Board may authorize one of the Directors or officers of the Company to execute the transfer of a forfeited share.
20. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were then payable by him to the Company in respect of the shares, with interest thereon at such rate as specified in Article 14.2 from the date of forfeiture until payment; but his liability shall cease if and when the Company shall have received payment in full of all moneys in respect of the shares.
21. The Board may accept the voluntary surrender of any share which it is in a position to forfeit upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited.
22. An affidavit in writing by two Directors that a share has been duly forfeited or surrendered on a date stated in the affidavit, shall be conclusive evidence of such facts as against all persons claiming to be entitled to the share, and that affidavit and the receipt of the Company of the consideration, if any, given for the share, on the sale or disposition or re-allotment thereof, shall constitute good title to the share. After the person to whom the share is sold, re-allotted or disposed of has been registered as the holder thereof, he shall not be bound to see to the application of the purchase money and his title to the share shall not be affected by any irregularity of invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

The provision of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable on issuance or at a fixed time, whether on account of the nominal amount of the share, or by way of premium as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

23.

- 23.1 A Member may sell, assign, transfer or mortgage any of the shares owned by him, or the beneficial interest in any such shares.
- 23.2 All transfers of shares shall be effected by an instrument in writing, in the form below, or in any usual or common form or in any other form which the Board may approve:

INVENTECH INVESTMENTS COMPANY LTD.

TRANSFER OF SHARES DEED

I, _____ of _____ (“**the Transferor**”), in consideration of the sum of _____ paid to me by _____ (“**the Transferee**”) do hereby transfer to the Transferee _____ Shares of NIS 1.- (one New Israeli Shekel) numbered _____ through _____ of Inventech Investments Company Ltd. to hold unto the Transferee, his Administrator of Estate, Custodian and Attorney, subject to all the conditions on which I hold same; and I, the Transferee, do hereby agree to take the said Shares subject to the conditions aforesaid.

DATED this _____ day of _____
SIGNED by the Transferor _____
in the presence of: _____
SIGNED by the Transferee _____
in the presence of: _____

- 23.3 The instrument of transfer of a share shall be executed by or on behalf of the Transferor and by or on behalf of the Transferee and shall be deposited at the Office. The Transferor shall be deemed to remain the holder of the Share until the name of the Transferee is entered in the Register in respect thereof.
24. It shall be obligatory for the Board to register any transfer of a share made pursuant to Article 23.2 but the Board may refuse to register any transfer not so

made. The Board may also refuse to register any transfer of shares, if the transferred shares are not fully paid.

25. If the Board refuses to register a transfer, it shall, within 2 (two) months after the date on which the transfer was deposited at the Office, send to the Transferee notice of the refusal.
26. The registration of transfers of shares or transfers of any class of shares may be suspended and the Register closed at such times and for such periods as the Board may, from time to time, determine, provided that it shall not be closed for more than 30 (thirty) days in any year.
27. Subject to the terms of the Ordinance, the Company may administer in any country in which any of its Members reside, a Register of Members who reside in that country, and the provisions of sections 71-80 of the Ordinance shall apply.

TRANSMISSION OF SHARES

28. In the case of the death or bankruptcy or liquidation of a Member, the survivor or the receiver, where the Member was a joint holder, and the legal personal representatives of the Member, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his share; but nothing herein contained shall release the Estate of a Member joint holder from any liability in respect of any share which has been jointly held by him with other persons.
29. Any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation of a Member must within 3 (three) months, or such other period as the Board may determine, of being so entitled produce such evidence of his title as the Board may require.
30. A person becoming entitled to a share in consequence of the death, bankruptcy or liquidation of a Member shall be entitled to receive, and may give a discharge for all dividends and other moneys payable in respect of the share, and shall be entitled to receive notice of and to attend or vote at meetings of the Company and to any of the rights or privileges of a Member.

ALTERATION OF CAPITAL

31.

31.1 The Company may, from time to time, by a special resolution, whether or not all the shares then authorized shall have been issued, or whether or not all the shares then issued shall have been fully called up for payment, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and, subject to any special rights then attached to any existing class of shares, to carry such preferential, deferred or other special rights, if any, or to be subject to such conditions and restrictions, if any, in regard to dividends, return of capital, voting or otherwise as the General Meeting resolving by special resolution directs.

31.2 Except to the extent otherwise provided by or pursuant to these Articles or by special resolution, any new share capital shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with regard to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the existing share capital (and if such new shares are of the same class of shares included in the existing share capital, to all of the provisions that are applicable to shares of such class).

32. The Company may, from time to time, by a special resolution and subject to the provisions of these Articles and applicable law:

32.1 Consolidate and divide all or any of its share capital into shares of per share nominal value which is larger in amount than its existing shares and authorize the Board to make such provisions as the Board deems fit for the case for any fractions arising in the course of such consolidation and division.

32.2 Sub-divide its shares, or any of them, into shares of per share nominal value which is smaller in amount than is fixed by the Memorandum of Association subject to the provisions of the Ordinance;

32.3 Cancel any shares which, at the date of the passing of such special resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled or otherwise reduce its share capital in any manner, subject to any consent required by the Ordinance.

REDEEMABLE SHARES

33.

33.1 The Company may, by a special resolution, subject to the provisions of the Ordinance, convert any part of its authorized and unissued shares, as it sees fit, into redeemable shares, and the provisions of the next succeeding paragraphs shall apply *mutatis mutandis* to such shares.

- 33.2 The Company may, subject to the provisions of the Ordinance, create, sanction, issue and redeem redeemable shares.
- 33.3 The Board shall determine from time to time which redeemable shares shall be redeemed and the Company shall thereupon give 15 (fifteen) days prior written notice to the holders of such redeemable shares, such notice to include place, time and conditions of redemption.

MEETINGS OF MEMBERS: CONVENING OF GENERAL MEETINGS

- 34. The Company shall, in each year, hold an annual General Meeting, which shall occur not more than 15 (fifteen) months after the date of the previous annual General Meeting, in addition to any other meetings in that year, and shall specify the meeting as such in the notice convening it.
- 35. All General Meetings other than annual General Meetings shall be called extraordinary General Meetings.
- 36. The Board may call an extraordinary General Meeting whenever it deems fit, and, on the written request of Members in accordance with the Ordinance, it shall forthwith convene an extraordinary General Meeting. If at any time there are not sufficient Directors capable of acting to form a quorum necessary for a Board Meeting, any Director or any two Members may convene an extraordinary General Meeting in the same manner as that in which meetings may be convened by the Board.

RECORD DATE FOR DETERMINATION OF MEMBERSHIP

- 37. Notwithstanding any provision to the contrary in these Articles, for the determination of the Members entitled to receive notice of and to vote at a General Meeting, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of shares of the Company, the Board may fix, in advance, a record date, which shall not be later than 15 (fifteen) days prior to the General Meeting or other action, as the case may be. No persons other than holders of record of shares as of such record date shall be entitled to receive notice of and to vote at such General Meeting, or to receive such payment or distribution, or to exercise such other right, as the case may be. A determination of Members of record with respect to a General Meeting shall apply to any adjournment of such meeting, unless the Board determines to fix a new record date for an adjourned meeting.

NOTICE OF GENERAL MEETINGS

38. Subject to the provisions of the Ordinance relating to the convening of meetings on short notice, not less than 7 (seven) days notice or, in the case of an extraordinary General Meeting or a meeting convened to pass a special resolution, not less than 21 (twenty-one) days notice, in all cases exclusive of the day on which the notice is served or deemed to be served, shall be given in a manner provided by these Articles to such Members as are, under the provisions of these Articles, entitled to receive notices from the Company.

If a Member did not give the Company any address for the delivery of notices, he shall be deemed to have waived his right to receive notices.

39.

39.1 Every notice of meeting shall specify the place, the day and the hour of meeting, and the general nature of resolutions or business proposed for such meeting. Every notice convening an annual General Meeting shall specify the meeting as such and every notice convening a meeting to pass a special or extraordinary resolution shall also specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be. Every notice of meeting shall state with reasonable prominence that a Member entitled to attend and vote is entitled to appoint a proxy to attend and to vote thereat instead of him and that a proxy need not be a Member.

39.2 It shall not be necessary to give the full text of a proposed resolution in such notice, as mentioned in paragraph 39.1 above, and it shall be sufficient to state generally the content of such proposed resolution. It is hereby expressly provided that if all Members entitled to attend and vote at the General Meeting of the Company agree to waive the above requirements regarding notices, General Meetings may be held and all kinds of resolutions proposed and passed by them without any notice having been given or with a shorter notice being given than required by the law or these Articles in respect of such General Meeting.

40. The accidental omission to give notice of any meeting, or to send a form of proxy with a notice where required by these Articles, to any person entitled to receive the same, or the non-receipt of a notice of meeting or form of proxy by such a person, shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

41. All business shall be deemed extraordinary that is transacted at an extraordinary General Meeting. All business that is transacted at an annual General Meeting with the exception of sanctioning or declaring dividends, the consideration of the accounts and balance sheet, the reports of the Directors and Auditors and any other documents required to be annexed to the balance sheet and the appointment or re-appointment of, and the fixing of the remuneration of the Directors and the Auditors, and the renewal, limitation, extension, variation or grant of any authority of or to the Board, pursuant to the Ordinance, to allot

shares, shall be deemed extraordinary.

42. No business shall be transacted at any General Meeting unless a quorum is present. 2 (two) Members present in person or by proxy, together holding more than 33% (thirty three percent) of the voting power of the issued share capital conferring a right to vote and entitled to vote, shall be a quorum for all purposes. A corporation being a Member shall be deemed to be personally present for the purpose of this Article if represented by its representative duly authorized in accordance with Article 56.

43. If within 15 (fifteen) minutes, or such longer time as the chairman of the General Meeting may determine, from the time fixed for the meeting, a quorum is not present, the meeting, if convened on the written consent of Members, shall be dissolved. In any other case, it shall stand adjourned to the 7th business day following the date of the original meeting, at the same time and place, or on such day and such time and place, as may be fixed by the chairman of the meeting, or any time and place designated in a notice to the shareholders.

If the notice regarding the original meeting states the time and place for the adjourned meeting, should one be required, no additional notice as to the adjourned meeting will be necessary.

44. If at an adjourned meeting a quorum is not present within 15 minutes from the time designated for the adjourned meeting, any shareholder/s present in person or by proxy shall constitute a quorum, regardless of the number of Shares represented by such shareholder/s.
45. The Chairman of the Board of the Company or, in his absence, any other person nominated for this purpose by the Board, shall preside as chairman at every General Meeting of the Company. If there is no such chairman, or if at any meeting neither the Chairman of the Board nor the other person is present within 15 (fifteen) minutes after the time fixed for holding the meeting, or is unwilling to act as chairman of the meeting, the Directors present shall choose one of themselves to be chairman of the meeting, or if no Director is present, or if all the Directors present decline to take the chair, the Members present shall choose one of themselves to act as chairman of the meeting.
46. The chairman of a meeting at which a quorum is present may, with the consent of the majority of the Members present at the meeting, and shall if so directed by the majority of the Members present, adjourn the meeting from time to time, and from place to place. No business shall be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 (thirty) days or more or for an indefinite period, notice of the adjourned meeting shall be given in like manner as in the case of the original meeting; but it shall not otherwise be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

47.

- 47.1 An ordinary or extraordinary resolution of the Company in General Meetings shall be deemed to have been passed if carried by a simple

majority of the votes cast by Members present at the meeting and voting on the resolution.

- 47.2 A special resolution of the Company in a General Meeting shall be deemed to have been passed if carried by at least 75% of the votes of the Members present at the meeting and voting on the resolution.

48.

- 48.1 At any General Meeting, a resolution put to the vote of the meeting shall be decided by way of a poll, unless, before or on the declaration of the result of the poll, a secret ballot is demanded:

48.1.1 By the chairman of the meeting; or

48.1.2 By at least 1 (one) Member present in person or by proxy and entitled to 5% or more of the voting rights;

- 48.2 Unless a secret ballot is so demanded, the minutes of the proceedings of the General Meeting signed by the chairman of such meeting, stating that a resolution has been carried, or carried unanimously, or by a particular majority, or rejected, and a entry to that effect in the minute book of the Company, shall be conclusive evidence of the fact, without need to prove the number or proportion of the votes recorded in favor of or against such resolution.

49. If a secret ballot is duly demanded, it shall be taken in such manner as the chairman of the meeting may direct. The result of a secret ballot shall be deemed to be the resolution of the meeting at which the secret ballot was demanded.

50. A secret ballot demanded on the election of the chairman of a meeting or on a question of adjournment shall be taken forthwith. A secret ballot demanded on any other question shall be taken at such time and place as the chairman of the meeting directs, but in any case not more than 28 (twenty-eight) days after the meeting at which the secret ballot was demanded. Any business other than that upon which a secret ballot has been demanded may be proceeded with pending the completion of the secret ballot. The demand for a secret ballot may be withdrawn at any time before the conclusion of the meeting; but, if a demand is withdrawn the chairman of the meeting or other Members entitled may himself or themselves demand a secret ballot.

51. In the case of an equality of votes, the chairman of the meeting shall not be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member or as a representative or proxy of a Member.

VOTES OF MEMBERS

52.

- 52.1 Members may vote either personally or by proxy to another person or, if the Member is a company or cooperative society or any other

corporation, by a duly authorized representative.

- 52.2 Subject to any terms as to voting upon which any shares may be issued, or may then be held, every Member who is present in person or by proxy shall have, whether on a poll or on a secret ballot, one vote for every Share of which he is the holder. A proxy need not be a Member.
53. Votes may only be given by a Member personally or by a proxy to another person, provided they are present at the General Meeting.
54. A Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
55. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register.
56. Any corporation which is a Member may, by resolution of its directors or other governing body, authorize such person as it deems fit to act as its representative at any General Meeting, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.
57. A Member incapable by reason of mental disorder of managing and administering his property and affairs, may vote by his committee, curator or receiver, or other person authorized by any court of competent jurisdiction to act on his behalf, and such person may vote by proxy.
58. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
59. No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 60.
- 60.1 Proxy forms shall be sent by the Company upon demand to all persons entitled to notice of and to attend and vote at any meeting. The instrument of proxy shall be in writing under the hand of the appointor or his attorney, or, if such appointor be a corporation, under the hand of a duly authorized officer or attorney, but the execution of such instrument need not be attested. Members are entitled to appoint as proxy any person or corporation whether or not such person or corporation is entitled on his or its behalf to be present and to vote at the meeting.
- 60.2 The ordinary form of proxy shall be as follows:

INVENTECH INVESTMENTS COMPANY LTD.

PROXY

I, _____ of _____
being a Member of Inventech Investments Company Ltd.,
hereby appoint _____ of _____
as my proxy to vote for me and
on my behalf at the, ordinary or extraordinary, as the case
may be, General Meeting of the Company to be held on
the _____ day of _____ and at any
adjournment thereof.

Signed this _____ day of _____

61. The instrument of proxy and the power of attorney or other written authority, if any, or a notarially certified copy or a copy certified in accordance with the law, of such power or written authority, shall be deposited at the Office, or at such other place as shall be specified in the notice of meeting, at least 48 hours before the time designated for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; unless so deposited the instrument of proxy shall be invalid. No instrument of proxy shall be valid after the expiration of 12 (twelve) months from the date stated in it as the date of its execution.
62. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or incapacity of the principal, or revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, provided that no notice in writing of such death, incapacity, or revocation shall have been received by the Company at the Office, or other place referred to in the preceding Article, before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

NUMBER, APPOINTMENT AND REMOVAL OF DIRECTORS

63. Subject to any resolution of a General Meeting, the Company shall have not less than 3 (three) and not more than 14 (fourteen) Directors.
64.
 - 64.1 The Directors shall not be required to hold any shares in the Company to qualify them for their office as Directors.
 - 64.2 A majority of the Board and a majority of the executive officers, shall be residents of the State of Israel.
 - 64.3 If and as long as the Company's securities are listed on the Tel Aviv Stock Exchange, and as long as so required by the Ordinance, the Directors will elect two Directors who will serve as Directors of the Public (as such term is defined in the Ordinance) and who will be approved as such by the

committee elected pursuant to section 96F of the Ordinance.

64.4

- (a) The appointment of the members of the Board of Directors, their replacement and/or removal, shall be effected during the Annual General Meeting of the Company, by ordinary resolution (apart from the Directors of the Public, whose appointment, replacement and/or removal will be in accordance with the Ordinance). In the intervals between Annual General Meetings of the Company, the Board of Directors may appoint new Directors to fill vacancies on, or increase the number of members of the Board of Directors, provided, however, that in no event may the number of Directors be less than 3 nor larger than 15.
- (b) The Directors (apart from the Directors of the Public) shall hold office until the conclusion of the following Annual General Meeting.

REMUNERATION OF DIRECTORS

- 65. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company may, from time to time, by ordinary resolution, determine. Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration. The Directors shall also be entitled to be repaid by the Company all such reasonable traveling, including hotel and incidental, expenses as they may incur in attending meetings of the Board, or of committees of the Board, or General Meetings, or which they may otherwise properly incur in or about the business of the Company.
- 66. Any Director who, by request of the Board, performs special service or goes or resides abroad for any purposes of the Company, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

POWERS OF DIRECTORS

- 67. The business of the Company shall be managed by the Board, and the Board may exercise all such powers of the Company as are not by the Ordinance or by these Articles required to be exercised by the Company in a General Meeting, subject nevertheless to any regulation of these Articles, to the provisions of the Ordinance, and to such regulations and provisions, as may be prescribed by the Company in a General Meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 68. The Board may, from time to time, by power of attorney, appoint any company, firm or person, or any entity, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion, not exceeding those vested in or

exercisable by the Board under these Articles, and for such period and subject to such conditions as it may deem fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with any such attorney as the Board may deem fit and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

69. A Director may hold any other office or source of profit within or in connection with the Company, other than the office of Auditor, concurrently with his office as Director, for such period and on such terms, as to remuneration and otherwise, as the Company may determine, and no Director or candidate for Director shall be disqualified from his office or from contracting with the Company, subject to the provisions of the Ordinance, either as regards his tenure of any such office or source of profit, or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relations thereby established, all subject to the provisions of the Ordinance, including the making of all legally required disclosure to the Board.
70. The Board may appoint any person or persons to accept and hold in trust for the Company any shares or interests in other companies or associations in which the Company may be interested and generally any or such of the property, rights and funds of any description whatsoever of the Company, as the Directors may deem desirable.
71. The Board shall duly comply with the provisions of the Ordinance, and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it and to keeping a register of the Directors and Members, and to sending to the Registrar of Companies an annual return and notice of any consolidation, or increase of share capital and copies of special resolutions, and a copy of the register of Directors and notifications of any change therein.

BORROWING POWERS

72.
 - 72.1 The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.
 - 72.2 The Board may, for the purpose of securing payment of any such bonds or debentures or other securities as aforesaid, or the payment of interest on any moneys so borrowed as aforesaid, or payable under any contract or otherwise, make and carry into effect any arrangement which it may deem expedient, by assigning or conveying any property of the Company, including its uncalled capital, to trustees.

CHAIRMAN OF THE BOARD AND CHIEF EXECUTIVE OFFICER

73. The Board shall appoint one of its members to be Chairman of the Board, and shall also appoint a Chief Executive Officer ("CEO") for the Company. The Board shall determine the period for which the Chairman of the Board and the CEO are to hold office.
74. The remuneration of the Chairman of the Board and the CEO for their services as such shall be determined by the Company in accordance with the provisions of the Ordinance, and may be of any description, and, without limiting the generality of the foregoing, may include admission to or continuance of membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pension or other benefits to them or their dependents on or after retirement or death.
75. The Board may entrust to and confer upon the Chairman of the Board and the CEO any of the powers exercisable by it upon such terms and conditions and with such restrictions as it deems fit, either collaterally with or to the exclusion of its own powers, and may, from time to time, revoke, withdraw, or vary all or any of such powers.

ALTERNATE DIRECTORS

76.
 - 76.1 Each Director shall have the power, at any time, to appoint to the office of an Alternate Director either another Director or any other person approved for that purpose by a resolution of the Board, to appear and act instead of the appointing Director in one or more Board meetings as specified in the appointment Notice, and, at any time, to terminate such appointment, provided that, unless otherwise authorized by a special resolution of the General Meeting, such appointment will not be for an indefinite period of time. Any such Alternate is referred to in these Articles as an Alternate Director.
 - 76.2 The appointment of an Alternate Director shall automatically terminate in any of the following events:
 - 76.2.1 If his appointor shall terminate the appointment;
 - 76.2.2 If his appointor shall cease for any reason to be a Director.
 - 76.2.3 In the occurrence of any of the events specified in Article 85 with respect to the appointer or the Alternate Director.
 - 76.3 Every appointment and removal of an Alternate Director shall be in writing signed by the appointor and shall take effect, subject to any approval required by paragraph 76.1 of this Article, upon receipt of such written appointment or removal at the Office.
 - 76.4 The appointment and removal of an Alternate Director shall become valid

at the date specified in the written instrument, but not prior to delivery of the instrument to the Company.

- 76.5 One person, including a Director, may act as an Alternate Director for several Directors. In such event, he shall be entitled at meetings of the Board or any committee of the Board to one vote for every Director whom he represents in addition to his own vote, if any, as a Director.
- 76.6 An Alternate Director shall have, subject to the provision in the notice of appointment, all the powers conferred upon the Director he has been appointed as Alternate to, except the right to appoint an alternate director, and as long as he has been appointed both as Director and Alternate Director, his powers as Alternate Director shall be additional to his powers as Director. Should at any meeting appear both the Alternate Director and the Director appointing him, the Alternate Director shall cease to hold his office for such meeting.
- 76.7 An Alternate Director shall, subject to his giving to the Company an address at which notices may be served upon him, be entitled to receive notices of meetings of the Board and of any committee of the Board of which his appointor is a member and to attend and, in place of his appointor, to vote and be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform all functions as a Director in place of his appointor in his absence. All notices to an Alternate Director shall also be served upon the Director appointing the Alternate Director.
- 76.8 An Alternate Director may be repaid by the Comsuch expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his office of Alternate Director be entitled to receive any remuneration from the Company. An Alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 76.9 An Alternate Director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.

PROCEEDINGS OF THE BOARD

77. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it deems fit. Questions arising at any meeting shall be determined by a majority of the Directors attending the meeting. Any Director may call a meeting of the Board provided proper written notice is given at least 72 (seventy-two) hours prior thereto to all the Board, provided, however, that all the Directors may agree upon a shorter notice being given.
78. The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed at any other number shall be at least a majority of the Directors.
79. The Board may appoint and remove a deputy Chairman of its meetings and

determine the period for which he is to hold office. If the Chairman of the Board is absent and no such deputy Chairman is appointed or is present within 15 (fifteen) minutes after the time fixed for holding any meeting, the Directors present may choose one of their members to act as Chairman of such meeting.

80. For the purpose of determining whether there exists the quorum fixed by or in accordance with Article 78 as that necessary for the transaction of the business of the Directors, there shall be counted in the quorum:
 - 80.1 in the case of a resolution agreed by Directors in telephonic communication, all such Directors, and,
 - 80.2 in the case of a meeting of Directors, in addition to the Directors present at the meeting, any Director in telephonic communication with such meeting.
 - 80.3 Any Director having a personal interest in any matter brought before, or any resolution proposed to be enacted by, such meeting.
81. A resolution in writing signed by all the Directors shall be as valid and effective as a resolution passed at a meeting of the Board duly convened and held. Any such resolution in writing may consist of several documents in like form each signed by one or more of such Directors or, in the absence of a Director, by the Alternate Director, if any, appointed by him. A cable or telex message sent by a Director or his Alternate shall be deemed to be a document signed by him for the purposes of this Article.
82. The Board may delegate any of its powers to committees consisting of 1 (one) or more Directors as it deems fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board and subject thereto shall be governed by the provisions of these Articles regulating the proceedings and meetings of the Board.
83. All acts done by any meeting of the Board, or of a committee or sub-committee of the Board, or by any person acting as a Director or by an Alternate Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director, Alternate Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an Alternate Director and had been entitled to vote.

MINUTES

84. The Board shall cause minutes to be made in books provided for that purpose:
 - 84.1 of all appointments of officers made by the Board;
 - 84.2 of the names of the Directors and Alternate Directors present at each meeting of the Board and of any committee of the Board;
 - 84.3 of all resolutions and proceedings at all General Meetings of the Company

and of the Board and of Committees of the Board.

84.4 of directives given by the Board to Committees of the Board.

any such minutes, if purporting to be signed by the Chairman of the meeting to which they relate or of the meeting at which they are read, shall be sufficient evidence without any further proof of the facts therein stated.

DISQUALIFICATION OF DIRECTORS

85. The office of a Director shall be vacated in any of the following events, namely:

85.1 if he resigns his office by notice in writing to the Company;

85.2 Death or bankruptcy, or in case of a corporation, the winding up of its affairs, or if he makes any arrangement or composition with his creditors generally;

85.3 if he becomes incapable by reason of mental disorder of discharging his duties as a Director;

85.4 if pursuant to any provision of the Ordinance he is removed or prohibited from being a Director;

ACCOUNTING RECORDS

86. The Directors shall cause accounting records to be kept and such other books and registers as are necessary to comply with the provisions of the Ordinance and any other applicable laws.

87. The accounting records shall be kept at the Office or subject to the provisions of the Ordinance, at such other place as the Board deems fit, and shall, at all times, be open to inspection by the Directors. No Member, not being a Director, shall have any right of inspecting any account or book or document of the Company, except as conferred by the Ordinance or authorized by the Board or by an ordinary resolution of the General Meeting.

88. The Board shall in accordance with the Ordinance cause to be prepared and to be presented to the Company in a General Meeting such profit and loss accounts, balance sheets, group accounts, if any, and reports as are required by the Ordinance or any other laws applicable to the Company.

89. A printed copy of every balance sheet, including every document required by law to be annexed thereto, which is to be presented to the Company in General Meeting and the Directors' and Auditors' reports shall, at least 21 (twenty-one) days prior to the meeting, be delivered or sent by mail upon request, to every Member and to every debenture holder of the Company of whose address the Company is aware, or, in the case of joint holders of any share or debenture, to one of the joint holders.

AUDITORS

90. The Auditor of the Company shall be appointed by a resolution of the General Meeting.
91. Auditors shall be appointed and their duties regulated in accordance with the regulations of the Ordinance.

DIVIDENDS AND RESERVES

92. The profits of the Company resolved by the Company to be distributed as dividends, shall be applied in the payment of dividends to the Members in accordance with their respective rights and priorities.
93. The Company in a General Meeting may declare dividends, provided that no dividend shall be payable in excess of the amount recommended by the Board.
94. All dividends shall be declared and paid according to the amounts paid on the shares in respect whereof the dividend is paid; but no amount paid on a share in advance of the date upon which a call is payable shall be treated for the purposes of this Article or the next following Article as paid on the share.
95. All dividends shall be apportioned and paid pro-rata according to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividends as from a particular date or be entitled to dividends declared after a particular date, such share shall rank for or be entitled to dividends accordingly.
96. Any General Meeting declaring a dividend may upon the recommendation of the Board, direct payment or satisfaction of such dividends wholly or partly by the distribution of specific assets and in particular of fully paid shares or debentures of any other company, and the Board shall give effect to such direction. Where any difficulty arises in regard to such distribution of such specific assets or any part hereof the Board may determine that cash payment shall be made to any Members upon the basis of a value fixed by the Board in order to adjust the rights those entitled to participate in the dividend, and may vest any such specific assets in trustees, upon trust for the Members entitled to the dividend, as may seem expedient to the Board.
97. The Board may, from time to time, pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company, and the Board may also pay the fixed dividend payable on any shares of the Company with preferential rights half-yearly or otherwise on fixed dates whenever such profits in the opinion of the Board justify that course.
98. The Board shall transfer to share premium account as required by the Ordinance sums equal to the amount or value of any premiums at which any shares of the Company shall be issued.
99. The Board may deduct from any dividend payable to any Member on or in respect

of a share all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.

100. All dividends and interest shall belong and be paid, subject to any lien of the Company, to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable, respectively, or at such date as the Company by ordinary resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.
101. The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a Member in respect of such shares.
102. No dividend or other moneys payable in respect of a share shall bear interest against the Company. All dividends unclaimed for a period of 7 (seven) years after having been declared shall be forfeited and shall revert to the Company.
103. Any dividend may be paid by cheque or note sent through the mail to the address in the Register of the Member or person entitled thereto, and in case of joint holders to any one of such joint holders, or to such person and to such other address as the holder or joint holders may in writing direct. Every such cheque or note shall be made payable to the order of the person to whom it is sent and shall be sent at the Member's risk, and payment of the cheque or note shall be a good discharge to the Company.
104. If several persons are entered in the Register as joint holders of any share, any one of them may give receipts binding all the joint holders for any moneys payable in respect of the share.
105. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it may deem proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments, as the Board may, from time to time, deem fit. The Board may also carry forward any profits which it may determine prudent not to distribute.

CAPITALIZATION OF PROFITS

106.
 - 106.1 The Company in General Meeting may, upon recommendation of the Board, resolve to capitalize all or any part of the profits of the Company. Accordingly the Board shall be authorized and directed to appropriate the profits so resolved to be capitalized to the Members on the record date specified in the relevant resolution who would have been entitled thereto if distributed by way of dividend and in the same proportions.

106.2 Subject to any direction given by the General Meeting, the Board shall make all appropriations and applications of the profits resolved to be capitalized by any such resolution, and such profits shall be applied by the Board on behalf of the Members entitled thereto either:

106.2.1 towards paying up the amounts, if any, then unpaid on any shares held by such Members respectively; or

106.2.2 in paying up in full unissued shares, debentures or obligations of the Company, of a nominal amount equal to such profits, for allotment and distribution credited as fully paid up, to and amongst such Members in the proportion aforesaid;

or partly in one way and partly in the other; provided that the only purpose to which sums standing to capital redemption reserve or share premium account shall be applied pursuant to this Article shall be the payment up in full of unissued shares to be allotted and distributed as aforesaid.

106.3 The General Meeting shall have power after the passing of any such resolution:

106.3.1 to make such provision, by the issue of fractional certificates or by payment in cash or otherwise, as it deems fit for the case of shares, debentures or obligations becoming distributable in fractions; and

106.3.2 to authorize any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing, as the case may require, either:

(a) for the payment up by the Company on behalf of such Members, by the application thereto to be capitalized, of the amounts, or any part of the amounts, remaining unpaid on their existing shares; or

(b) for the allotment to such Members respectively credited as fully paid up, of any further shares, debentures or obligations to which they may be entitled upon such capitalization;

and any agreement made under such authority shall be effective and binding on all such Members.

106.4 The profits of the Company to which this Article applies shall be undivided profits of the Company not required for paying the fixed dividends on any preference shares or other shares issued on special conditions and shall include:

106.4.1 Any profits arising from appreciation in capital assets, whether realized by sale or ascertained by valuation; and

106.4.2 any amounts then standing to any reserve or reserves or to the

capital redemption reserve or to share premium or other special account.

NOTICES

107. Any notice or document may be served by the Company on any Member:
- 107.1 either personally or by sending it through the mail in a prepaid letter addressed to such Member at his address in the Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register, and notice so given shall be sufficient notice to all the joint holders. If the address of a Member is outside of Israel, any notice sent by post shall be sent by air mail; or,
 - 107.2 by publishing at least one such notice in any daily Israeli newspaper in the Hebrew Language, in which case the date of such publication will be considered as the date on which all holders of the Shares of the Company received such notice.
108. Any notice or other document, if served by mail, shall be deemed to have been served on the fourth (or in the case of an address outside of Israel - the eighth) day following that on which the letter containing the same is posted, by whatever class of mail. In proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.
109. Any notice of document sent by mail to, or left at the address in the Register of, any Member in pursuance of these Articles shall, notwithstanding that such Member be then deceased or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as holder or joint holder thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested, whether jointly with or as claiming through or under him, in such share.
110. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which, previously to his name and address being entered in the Register, shall have been duly given to the person from whom he derives his title to such share.
111. Notice of every General Meeting shall be given in any mannehereinbefore authorized to:
- 111.1 every Member; and
 - 111.2 each of the Directors.

SIGNATURE BINDING THE COMPANY

112.

112.1 The Board of Directors shall decide as to the rights of signature binding the Company.

112.2 The Company by special resolution can confer rights of signature other than specified above.

COMMISSION

113. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscription, whether absolute or conditional, for any shares in the Company, provided such commission does not exceed 10% (ten percent) of the consideration received for such shares or any amount equivalent thereto, and such commission may be paid in cash or fully or partly paid shares of the Company, or partly in one way and partly in another.

WINDING UP

114.

114.1 If the Company shall be wound up, the liquidator may with the sanction of an extraordinary resolution, proportionally divide amongst the Members the whole or any part of the assets of the Company in such manner as he shall deem fair, any may with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like sanction shall deem fit.

114.2 In the event of a winding up of the Company, the Company's property distributable among the Members shall be distributed in proportion to the sum paid on account of the nominal value of the shares held by them, of any class, without taking into account premiums paid in excess of the nominal value.

115. In case of a sale of substantially all of the Company's assets, the Directors may, or in the case of liquidation the liquidator may, if authorized by a special resolution of the General Meeting of the Company's shareholders, receive shares paid in full or in part, debentures, or other securities of any other company. The Directors (if the Company's profits so enable) or the liquidator (in the case of liquidation) may distribute among the Members the aforesaid securities or any other property of the Company without realizing them, or may deposit them with trustees for the Members. Subject to the provisions of the Ordinance or any other applicable law which cannot be deviated from, the General Meeting of the Company's shareholders may by special resolution resolve as to the distribution or the setting aside of cash or securities or any rights or property of the Company in a manner not consistent with the rights of the Members.

116. In case of the voluntary winding up of the Company, each holder of convertible securities of the Company shall be deemed to have converted all such securities

prior to the resolution of the winding up of the Company.

INSURANCE AND INDEMNITY

117. The Company may insure any Director, Manager, Auditor or any other officer of the Company, in full or in part, subject to the provisions of the Ordinance.
118. The Company may indemnify any Director, Manager, Auditor or any other officer of the Company, subject to the provisions of the Ordinance.
119. Notwithstanding the above, the Company is authorized to the fullest extent permitted by the Ordinance, as the same may be amended or supplemented in the future, to:
 - 119.1 Insure the liability of its Office Holders, as defined in the Ordinance (hereinafter referred to as an "**Office Holder**") for the following:
 - 119.1.1 breach of duty of care by any Office Holder owed to the Company or to any other person; and
 - 119.1.2 breach of fiduciary duty by any Office Holder owed to the Company to the extent that such Office Holder acted in good faith and had a reasonable basis to assume that the action would not prejudice the Company; and
 - 119.1.3 any financial liability imposed on any Office Holder for the benefit of a third party as a result of any act or omission such Office Holder committed in his capacity as an Office Holder of the Company; and
 - 119.2 indemnify the Office Holders in respect of the following events (hereinafter referred to as "**Indemnifiable Events**") as follows:
 - 119.2.1 Any amount for which an Office Holder becomes liable according to a judgment, including a judgment given by way of compromise, or an arbitrator's award approved by a court, concerning his acts or omissions performed by him in his capacity as an Office Holder of the Company.
 - 119.2.2 All reasonable litigation expenses, including attorney's fees, expended by an Office Holder or for which he is liable according to a court ruling in any legal proceeding which has been filed against him by or on behalf the Company or by any other person or company or in any criminal charge from which he is acquitted - all by reason of any act or omission committed by him in his capacity as an Office Holder of the Company.
 - 119.2.3 The abovementioned insurance and indemnity shall not relate to any of the following acts:
 - (i) Breach of the fiduciary duty towards the Company, except acts performed in good faith on the reasonable

assumption that such acts would not prejudice the Company.

- (ii) Breach of the duty of care committed willfully or in reckless disregard of the circumstances or the consequences of the breach.
- (iii) Any act intended to generate unlawful personal gain.
- (iv) Any penalty or fine imposed for a criminal offense.

119.3 The Company's obligation to indemnify shall not apply to any event insured by a "Director's and Officer's Liability Insurance Policy" (hereinafter referred to as "**D&O Policy**") in effect.

Notwithstanding the foregoing, the Company shall, subject to the provisions of the Ordinance or these Articles, indemnify the Office Holder in respect of any amount for which he is liable and which exceeds the amount actually paid by the insurer, and the Company shall also indemnify the Office Holder in respect of the amount of the deductible under the D&O Policy in effect, if any.

119.4 The Company shall advance to the Office Holder amounts estimated by it to cover reasonable litigation costs, including attorney's fees, in respect of which the Office Holder shall be entitled to indemnity.

119.5 The Company shall be entitled to assume the conduct of an Office Holder's defense in such legal proceedings and/or to assign the proceedings to such lawyer as the Company shall select for such purpose (apart from any lawyer which the Office Holder finds unacceptable on reasonable grounds).

The Company and/or such lawyer shall be entitled to act exclusively within the framework of such proceedings and to settle such proceedings as they shall deem fit, provided that no proceedings shall be settled without the consent of the Office Holder.

The Office Holder shall sign, at the request of the Company, any document empowering the Company and/or such lawyer to handle his defense and to represent him in everything pertaining thereto in accordance with the foregoing.

The Office Holder shall cooperate with the Company and/or with such lawyer in every reasonable manner required of him by either of them within the framework of their conduct concerning such legal proceedings, provided the Company shall see to it that all expenses involved therein are covered in a manner whereby the Office Holder shall not be required to pay or finance the same himself.

120. Should the provisions of the Ordinance be amended in a manner allowing the Company to insure the liability of, and/or indemnify, a Director, Manager, Auditor or any other Officer for acts or omissions not specified in Article 119 above, then Article 119 shall be construed as automatically amended in a

manner allowing such insurance and/or indemnification, without requiring any additional resolution of any of the Company's organs.