

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 2, 2020**

**Ondas Holdings Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**000-56004**

(Commission File Number)

**47-2615102**

(IRS Employer  
Identification No.)

**165 Gibraltar Court, Sunnyvale, California 94089**

(Address of principal executive offices) (Zip Code)

**(888) 350-9994**

Registrant's telephone number, including area code:

**N/A**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

**Title of each class**

**Trading Symbol**

**Name of each exchange on which registered**

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. Departure or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Appointment of Director and President*

On June 2, 2020, the Board of Directors of Ondas Holdings Inc. (the “Company”) increased the size of the Board of Directors from five to six members and appointed Thomas Bushey as a director, effective June 3, 2020. Also, on June 2, 2020, the Board of Directors of the Company appointed Mr. Bushey as President of the Company, effective June 3, 2020. Stewart Kantor, who previously served as President of the Company, will continue in his role as Chief Financial Officer, Treasurer and Secretary of the Company.

Mr. Bushey, 40, has been Chief Executive Officer of Sunderland Capital, an investment management firm, since 2015. Prior to founding Sunderland Capital in 2015, Mr. Bushey was a portfolio manager at Blackrock. Previously he worked as an investment banker at Credit Suisse, as a private equity professional at Thayer Capital, and as a hedge fund analyst at Millennium Partners. Mr. Bushey earned a B.S in Economics from the Wharton School of the University of Pennsylvania. There are no transactions between Mr. Bushey and the Company that would be reportable under Item 404(a) of Regulation S-K.

A copy of the press release announcing Mr. Bushey's appointment as President and a director of the Company is attached as Exhibit 99.1 to this Report.

*Employment Agreement with Mr. Bushey*

On June 3, 2020, the Company entered into an employment agreement with Mr. Bushey to serve as President of the Company. Pursuant to the employment agreement, Mr. Bushey will be paid an annual salary of \$200,000 and will be eligible to participate in the benefits plans established for Company employees. Also, on June 3, 2020, Mr. Bushey was granted restricted stock units for 3,000,000 shares of the Company's common stock pursuant to the Company's 2018 Incentive Stock Plan, which shares will vest quarterly in equal amounts over a period of two years from the date of grant (with 375,000 shares vesting on the last day of each calendar quarter beginning on June 30, 2020), and which shares will not be issued and delivered to Mr. Bushey until June 3, 2022, at the request of Mr. Bushey.

Pursuant to the employment agreement, Mr. Bushey will be an at will employee of the Company. If (i) Mr. Bushey is terminated by the Company without Cause (as defined in the employment agreement), (ii) Mr. Bushey terminates his employment due to Constructive Termination (as defined in the employment agreement), or (iii) Mr. Bushey's employment terminates as a result of his disability, the Company will provide Mr. Bushey the following compensation: (a) benefits accrued and vested through the date of termination pursuant to the Company's plan benefits and (b) continued base salary and plan benefits on a monthly basis for a period of twelve (12) months following the date of termination. If terminated without cause, the Company will accelerate the vesting of all unvested restricted stock units. The payment of the severance payments described above are conditioned on Mr. Bushey's continued compliance with the terms of the employment agreement and Mr. Bushey executing, delivering to the Company and not revoking a general release and non-disparagement agreement. The employment agreement contains standard non-compete and non-solicitation provisions.

The foregoing summary of the terms of the employment agreement with Mr. Bushey does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the employment agreement, a copy of which is included as Exhibit 10.1 to this Report and incorporated herein by reference. Also, a form of Restricted Stock Unit Agreement is included as Exhibit 10.4 to this Report and incorporated herein by reference.

*Amended and Restated Employment Agreements with Messrs. Brock and Kantor*

Also, on June 3, 2020, the Company entered into amended and restated employment agreements with each of Eric Brock, Chairman and Chief Executive Officer of the Company, and Stewart Kantor, Chief Financial Officer, Treasurer and Secretary of the Company. The amended and restated employment agreement for Messrs. Brock and Kantor, among other things, amend provisions to comply with the requirements of Section 409A of the Internal Revenue Code.

The foregoing summary of the terms of the amended and restated employment agreements with Messrs. Brock and Kantor does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the amended and restated employment agreements, copies of which are included as Exhibit 10.2 and Exhibit 10.3 to this Report and incorporated herein by reference.

**Item 8.01. Other Events.**

As previously reported, on May 6, 2020, the Compensation Committee of the Board of Directors of the Company granted stock options to purchase an aggregate of 1,499,000 shares of the Company's common stock with an exercise price of \$2.13 per share. These stock options were issued to employees and consultants of the Company in connection with their service to the Company. These stock options were issued pursuant to the Company's 2018 Equity Incentive Plan. The Company previously filed a form of Statutory Stock Option Agreement as Exhibit 10.3 to its Current Report on Form 8-K filed with the Securities and Exchange Commission on May 7, 2020. A form of Nonstatutory Stock Option Agreement is included as Exhibit 10.6 to this Report and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Exhibit Description</b>
10.1	<a href="#"><u>Employment Agreement, dated June 3, 2020, between Ondas Holdings Inc. and Thomas Bushey.*#</u></a>
10.2	<a href="#"><u>Amended and Restated Employment Agreement, dated June 3, 2020, between Ondas Holdings Inc. and Eric Brock.*#</u></a>
10.3	<a href="#"><u>Amended and Restated Employment Agreement, dated June 3, 2020, between Ondas Holdings Inc. and Stewart Kantor.*#</u></a>
10.4	<a href="#"><u>Form of Restricted Stock Unit Agreement.*#</u></a>
10.5	<a href="#"><u>Form of Statutory Stock Option Agreement (incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on May 7, 2020).#</u></a>
10.6	<a href="#"><u>Form of Nonstatutory Stock Option Agreement.*#</u></a>
99.1	<a href="#"><u>Press release, dated June 3, 2020.*</u></a>

\* Filed herewith.

# Management contract or compensatory plan or arrangement.

**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 hereunto duly authorized.

Date: June 3, 2020

**ONDAS HOLDINGS INC.**

By: /s/ Eric A. Brock  
Eric A. Brock  
Chief Executive Officer

## ONDAS HOLDINGS INC.

June 3, 2020

Mr. Thomas V. Bushey

**Re: Employment Agreement**

Dear Mr. Bushey:

This letter agreement (the "**Letter Agreement**") constitutes an offer of employment on behalf of Ondas Holdings Inc., a Nevada corporation (the "**Company**") to the undersigned individual (the "**Executive**" or "**Employee**"). Subject to your acceptance this Letter Agreement shall commence upon the date of this Letter Agreement (the "Effective Date"). The terms of this offer are as set forth below:

1. **Position.** The Executive shall serve as the Company's President and will be elected to serve as a member of the Company's Board of Directors. The Executive's responsibilities shall be determined by board of directors of the Company. The Executive shall devote his time, attention and ability to the business of the Company, shall well and faithfully serve the Company, and shall use his best efforts to promote the interests of the Company. His duties shall include all those duties customarily performed by the President. The Executive understands that his duties may involve significant travel from his place of employment (both within and outside the country in which that place is located), and he agrees to travel as reasonably required in order to fulfill his duties.

The Executive agrees that he shall not accept any other appointments to the board of directors of any other entity without first obtaining the written approval of Company, which approval shall not be unreasonably withheld. The Company agrees that the Executive may continue to advise on two existing outside projects in order to fulfill Executive's professional obligations existing prior to the execution of this Letter Agreement.

2. **Compensation** In connection with Executive's employment, the Company will pay the following salary and other compensation:

(a) **Salary.** Executive will be paid a base salary at the annual rate of \$200,000.00 ("Base Salary"), payable in accordance with the Company's standard payroll practices.

(b) **Other Compensation.**

- (i) Executive will be eligible to participate in the benefit plans established for Company employees, including group life, health, and dental coverage ("Plan Benefits"); in each case to the same extent and in the same manner as other similarly situated executives.
  - (ii) Executive will be granted an agreement for the issuance of restricted stock units (RSUs) for 3,000,000 shares of the Company's common stock, which shares will vest quarterly in equal amounts over a period of two years from the date of grant (with 375,000 shares vesting on the last day of each calendar quarter beginning on June 30, 2020), and which shares will not be issued and delivered to Executive until June 3, 2022, at the request of the Executive.
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(c) Right to Change Plans. Nothing in this letter will be construed to limit, condition or otherwise encumber the Company's right to amend, discontinue, substitute, or maintain any Plan Benefits or perquisite.

(d) Vacation/Paid Holidays. Executive shall accrue paid vacation at the rate of 21 days for each calendar year, subject to the terms of the Company's vacation policy. Executive shall be compensated at the usual rate of base compensation for any vacation days and shall also be entitled to paid Company Holidays as generally observed by the Company. Company Holidays are currently defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. In addition to Company Holidays, two floating holidays are granted each year; one of which is Company-designated, and the second of which is by choice of the Executive.

All payments in this Section 2 shall be subject to all required federal, state, and local withholding taxes.

3. Expense Reimbursement. Executive shall be entitled to reimbursement for ordinary, necessary, and reasonable out-of-pocket trade or business expenses incurred in connection with performance of duties under this Letter Agreement. The reimbursement of all such expenses shall be made upon presentation of evidence reasonably satisfactory to the Company of the amounts and nature of such expenses and shall be subject to the reasonable approval of the Company's executive officers or Board of Directors.

4. Additional Agreements: Non-compete; Non-solicitation. Executive is expected to abide by Company rules and regulations, including its social media policy (as set forth in the employee handbook) and its Insider Trading Policy, which are in force at the execution of this Letter Agreement and which may be revised by the Company from time to time. Executive will also be expected to sign and comply with the Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as Exhibit B, which requires, among other things, the assignment of rights to any intellectual property made during Executive's association with the Company, and non-disclosure of proprietary information.

5. At-Will Employment. Executive's employment with the Company will be "at will," meaning that both the Executive and the Company will be entitled to terminate Executive's employment at any time and for any reason, with or without cause. Although Executive's job duties, title, compensation and benefits, as well as the Company's human resources policies and procedures, may change from time to time, the "at will" nature of Executive's employment may only be changed in an expressed written agreement signed by Executive and a duly authorized officer of the Company.

(a) Termination for Cause. The Company may terminate Executive's employment at any time for Cause. As used herein, "Cause" is defined to mean (I) if Executive has been convicted of, or has pleaded guilty or nolo contendere to, any felony or a crime involving moral turpitude; (II) if Executive has engaged in willful misconduct or materially failed or refused to perform the duties reasonably assigned, or has performed such duties with evidenced gross negligence, or has breached any terms or conditions of Executive's agreements with the Company, and, following ten (10) days' written notice of such conduct, failed to cure it; or (III) if Executive has committed any fraud, embezzlement, misappropriation of funds, breach of fiduciary duty, or other act of dishonesty against the Company. Upon termination for Cause, the Company will pay Executive's (i) Base Salary accrued through the date of termination, (ii) accrued and unused vacation through the date of termination, (iii) any unreimbursed business expenses incurred through the date of termination (and otherwise payable in accordance with the Company's expense reimbursement policy), and (iv) all benefits accrued and vested through the date of termination pursuant to the Company's Plan Benefits in which Executive then participated (the "Accrued Obligations") up to the date of the notice of termination, which date shall be for all purposes of this Letter Agreement the date of termination of Executive's employment. The Company will not have any other compensation obligations to Executive.

(b) Termination other than Death or Cause. The Company may terminate Executive's employment for any reason not described in Section 5(a), including Disability, at any time by giving written notice thereof, and the date on which Executive received such notice will be Executive's date of termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6.

"Disability" means an injury, or physical or mental illness or incapacity of such character as to substantially disable Executive from performing Executive's duties hereunder for a period of more than six (6) months in the aggregate during any twelve (12) month period; provided, however, to the extent any payment pursuant to this Letter Agreement is subject to Section 409A (as defined in Section 13), a Disability shall be deemed to occur only if the Executive is considered "disabled" pursuant to Section 409A.

(c) Constructive Termination. Executive may terminate Executive's employment for Constructive Termination (as defined below) by giving the Company written notice thereof thirty (30) days in advance of such effective date, which effective date shall be the date of termination; provided, however, in the event Executive fails to give such notice within ninety (90) days after the occurrence of an event constituting Constructive Termination, Executive will be deemed to have waived Executive's right to terminate employment for Constructive Termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6. Absent Executive's expressed agreement to the contrary, the term "**Constructive Termination**" means:

- (i) a material reduction in Executive's Base Salary;
- (ii) a failure of a successor of the Company to assume the obligations of this Letter Agreement;
- (iii) a material breach by the Company of this Letter Agreement;

provided that, in each such case, the Company has thirty (30) days following receipt of such written notice from Executive to cure. The Executive shall not be deemed to have terminated this Letter Agreement for Constructive Termination if the Executive terminates this Letter Agreement later than six months following the initial existence of the above referenced event or condition which is the basis for such termination. For purposes of this Section, an isolated, immaterial, and inadvertent action not taken in bad faith by the Company that is remedied by the Company promptly after receipt of written notice thereof given by Executive will not be considered Constructive Termination.

(d) Voluntary Termination. Executive may terminate his employment at any time for a reason other than Constructive Termination, and the effective date of termination will be the date on which such notice is received by the Company. The Company will pay Executive the Accrued Obligations through the date of termination. The Company will have no other obligations to Executive.

(e) Board. The termination of Executive's employment hereunder for any reason shall automatically be deemed as Executive's resignation from the Board of Directors of the Company and any affiliates without any further action, except when the Board shall, in writing, request a continuation of duty as a Director in its sole discretion.

6. **Severance Compensation.** Notwithstanding the above if (i) Executive is terminated by the Company without Cause, (ii) Executive terminates Executive's employment due to Constructive Termination, or (iii) Executive's employment terminates as a result of his Disability, the Company will provide Executive the following compensation:

(a) The Company will pay Executive (i) the Accrued Obligations through the date of termination, and (ii) Executive's continued Base Salary and Plan Benefits on a monthly basis for a period of twelve (12) months, following the date of termination. If terminated without cause, the Company will accelerate the vesting of all unvested RSUs. If Executive is eligible to receive disability payments pursuant to a disability insurance policy paid for by the Company, Executive shall assign such benefits to the Company for all periods as to which Executive is receiving payment under this Letter Agreement.

(b) The provision of the foregoing severance is conditioned upon Executive's continued compliance with the terms of this Letter Agreement and Executive executing, delivering to the Company and not revoking a signed general release and non-disparagement agreement (the "**Waiver and Release of Claims**") in the form attached hereto as **Exhibit A**) within sixty (60) days following his termination of employment. Notwithstanding anything to the contrary in this Letter Agreement, if the above sixty (60) day release period straddles two (2) calendar years, no severance benefits shall be paid to the Executive until the second calendar year (with any missed severance payments being paid to the Executive on the first payroll date occurring in the second calendar year).

7. **Termination by Virtue of Death.** In the event of Executive's death while employed pursuant to this Letter Agreement, all obligations of the parties hereunder shall terminate immediately, and the Company shall, pursuant to the Company's standard payroll policies, pay to Executive's legal representatives the Accrued Obligations and any vested benefits that Executive or Executives estate, may be entitled to receive under any Company policy or Plan Benefits. All RSUs granted to Executive that have not yet vested upon the Executive's death, shall immediately vest and will be deliverable at the request of the Executive's estate.

8. **Outside Activities During Employment; No Conflicting Obligations.** In addition to any obligations contained in the Letter Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as **Exhibit B** so long as Executive renders services to the Company, Executive will not assist any person or organization in competing with the Company, or in preparing to compete with the Company. Executive represents and warrants that Executive is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Executive's obligations under this Letter Agreement, except as outlined in Item 1 above. Executive represents and warrants that Executive will not use or disclose, in connection with Executive's employment with the Company, any trade secrets or other proprietary information or intellectual property in which Executive or any other person has any right, title or interest and that Executive's employment will not infringe or violate the rights of any other person. Executive represents and warrants to the Company that Executive has returned all property and confidential information belonging to any prior employer.

9. **Withholding Taxes.** All forms of compensation referred to in this Letter Agreement are subject to reduction to reflect applicable withholding and payroll taxes.

10. **Entire Agreement.** This Letter Agreement and the agreements referred to in this Letter Agreement contain all of the terms of Executive's employment with the Company and supersede any prior understandings or agreements, whether oral or written, between Executive and the Company.

11. **Amendment.** This Letter Agreement may not be amended or modified except by an expressed written agreement signed by Executive and a duly authorized officer of the Company.



## 12. **Dispute Resolution: Governing Law.**

(a) This Letter Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada applicable to contracts wholly executed and performed therein without regard to any conflicts of laws rules.

(b) If any dispute (“Dispute”) between the Executive and the Company (each a “Party” and collectively, the “Parties”) arising under this Letter Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the Letter Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Letter Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such Dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in the city of Santa Clara County, California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys’ fees incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this Letter Agreement shall be held in Sunnyvale, California. The discovery provision of the California Rules of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Letter Agreement with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This agreement to arbitrate waives any right to trial by jury.

(c) **Equitable Remedies.** Each of the Parties agree that disputes relating to or arising out of a breach of the covenants contained in this Letter Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this Letter Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Letter Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of the Intellectual Property Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this Letter Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

13. **Code Section 409.** This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code, as amended from time to time, and its implementing regulations and guidance ("**Section 409A**"). Executive hereby agrees that the Company may, without further consent from Executive, make the minimum changes to this Letter Agreement as may be necessary or appropriate to avoid the imposition of additional taxes or penalties to Executive pursuant to Section 409A. The Company cannot guarantee that the payments and benefits that may be paid or provided pursuant to this Letter Agreement will satisfy all applicable provisions of Section 409A. If and to the extent required to comply with Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of Executive's employment or service (or any other similar term) shall be made only in connection with a "separation from service" with respect to Executive within the meaning of Section 409A. Notwithstanding anything in this Letter Agreement to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Section does not constitute a "deferral of compensation" within the meaning of Section 409A: (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. Notwithstanding the foregoing, in the event that the Executive is a "specified employee" (as described in Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Section 409A, then no such payment or benefit shall be made before the date that is six months after the Executive's "separation from service" (as described in Section 409A) (or, if earlier, the date of the Executive's death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

This Letter Agreement shall be deemed effective when signed below by the Executive.

Sincerely yours,

**ONDAS HOLDINGS INC.**

By: /s/ Eric A. Brock  
Eric A. Brock  
Chief Executive Officer

I have read and accept this Letter Agreement:

/s/ Thomas V. Bushey  
Thomas V. Bushey

Dated: June 3, 2020

**EXHIBIT A**

**ONDAS HOLDINGS INC.**

**Waiver and Release of Claims**

**I understand that this Release Agreement (“Release”), constitutes the complete, final, and exclusive embodiment of the entire agreement between Ondas Holdings Inc. (the “Company”) and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein.**

In consideration of benefits I will receive by virtue of my employment with the Company, I hereby release, acquit and forever discharge, to the full extent permitted by law, the Company, its parents and subsidiaries, and their officers, directors, agents, employees, shareholders, attorneys, successors, assigns and affiliates, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed (other than any claim for indemnification I may have as a result of any third party action against me based on my employment with, or service as a director of, the Company), arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the date I execute this Release, including, but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with my employment with the Company or the termination of my employment, including but not limited to, claims of intentional and negligent infliction of emotional distress, any and all tort claims for personal injury, claims or demands related to salary, bonuses, commissions, stock, stock options, or any other equity or ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; and claims pursuant to any federal, state or local law or cause of action.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given under the Letter Agreement for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (A) my waiver and release do not apply to any rights or claims that may arise after the date I execute this Release; (B) I have the right to consult with an attorney prior to executing this Release; (C) I have twenty-one (21) days to consider this Release (although I may choose to voluntarily execute this Release earlier); (D) I have seven (7) days following my execution of this Release to revoke the Release; and (E) this Release shall not be effective until the date upon which the revocation period has expired, which shall be the eighth (8<sup>th</sup>) day after I execute this Release (provided that I have returned it to the Company by such date).

I acknowledge that in certain States the laws provide language similar to the following: **“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor or released party.”** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims I may have against the Company, its affiliates, and the entities and persons specified above.

I will not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the Company or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of the Company, their products or services or their subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives. I understand that nothing in this paragraph is intended to limit my ability to file a complaint or disclose any facts relating to a complaint or charge with the Equal Employment Opportunity Commission ("EEOC"), the U.S. Securities and Exchange Commission ("SEC"), or any other federal, state, or local government agency or commission, nor does anything in this paragraph prevent me from disclosing factual information regarding any allegations made against the Company in any civil action or administrative action for sexual harassment, sexual assault, workplace harassment or discrimination based upon sex, or retaliation against a person for reporting sexual harassment, sexual assault, or workplace harassment or discrimination based upon sex.

**Employee:**

Thomas V. Bushey

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Date: \_\_\_\_\_

**EXHIBIT B**

**ONDAS HOLDINGS INC.**

**Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement**

As a condition of my employment with Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I (the "**Executive**") agree to the following terms under this Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement (the "**IP Agreement**"):

**1. Employment.**

(a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of my employment, other than as outlined in Item 1 of the Letter Agreement.

"Competitive Business" means any business that supplies products or services competitive with those then supplied by the Company or which the Company was contemplating supplying when the Executive was employed by the Company.

"Employment Period" means the period during which the Executive is employed by the Company.

"Termination Date" means the date that the Executive's employment with the Company is terminated, for any reason, in accordance with the Letter Agreement.

**2. Non-Competition.**

I acknowledge that employment by the Company will give me access to the Confidential Information, and that my knowledge of the Confidential Information will enable me to put the Company at a significant competitive disadvantage if I am employed or engaged by or become involved in a Competitive Business. Accordingly, during the Employment Period and for one year after the Termination Date I will not, directly or indirectly, individually or in partnership or in conjunction with any other Person:

(i) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member, or proprietor in any Competitive Business;

(ii) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any Competitive Business in a capacity in which the loyal and complete fulfilment of my duties to that Competitive Business would (i) inherently require that I use, copy or transfer Confidential Information, or (ii) make beneficial any use, copy or transfer the Confidential Information; or

(iii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a Competitive Business.

The restriction in this Section 2 will not prohibit me from holding not more than 5% of the issued shares of a public company listed on any recognized stock exchange or traded on any *bona fide* "over the counter" market anywhere in the world.

### 3. **Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "***Confidential Information***" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers and suppliers of the Company on whom I called or with whom I became acquainted during the term of my employment with the Company), markets, works of original authorship, photographs, negatives, digital images, software, computer programs, know-how, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings, engineering, hardware configuration information, forecasts, strategies, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Notwithstanding the foregoing, I further understand that Confidential Information will not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the Company to me through no action or inaction on my part; (iii) is already in my possession at the time of disclosure as shown by my files and records prior to the time of disclosure; (iv) is obtained by me from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by me without use of or reference to the Company's Confidential Information, as shown by my documents and other competent evidence in my possession; or (vi) is required by law to be disclosed by me, provided that I will give the Company written notice of such requirement prior to disclosing so that the Company may seek a protective order or other appropriate relief.

(b) **Other Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

(d) **Required Disclosures.** In the event that I reasonably believe that I am required to disclose Confidential Information by applicable law, regulation, or court order, I will disclose Confidential Information only to the extent necessary to comply with such applicable law, regulation, or court order, and only after (i) using reasonable efforts, at the Company's expense, to limit the disclosure by means of a protective order or a request for confidential treatment and (ii) providing the Company at least fifteen (15) business days to review, if permitted, the disclosure before it is made and to interpose its own objection(s) to the disclosure.

(c) **Notice of Immunity Under the Defend Trade Secrets Act of 2016.** Notwithstanding any other provision of this Agreement, I understand and acknowledge that I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

I further acknowledge that, if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company trade secrets to my attorney and use the trade secret information in the court proceeding so long as I (i) file any document containing the trade secret under seal; and (ii) do not disclose the trade secret, except pursuant to court order.

#### 4. **Intellectual Property.**

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any original works of authorship, inventions, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my employment with the Company (collectively referred to as "**Intellectual Property**") and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 3(e).

(b) **Exception to Assignments.** I understand that the provisions of this IP Agreement requiring assignment of Intellectual Property to the Company are limited to Section 2870 of the California Labor Code, which is attached hereto as **Appendix A**, and do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time of my employment with the Company. I will advise the Company promptly in writing of any intellectual property that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 3(a) above.

(c) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this IP Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this IP Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patents or copyright registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(d) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during my employment with the Company. The records will be in the form of notes, sketches, drawings, and works of original authorship, photographs, negatives, digital images or any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Intellectual Property**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my employment with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

*Prior Intellectual Property:*

Title	Date	Identifying Number or Brief Description
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(f) **Return of Company Documents.** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment with the Company, I agree to sign and deliver the "**Termination Certificate**" attached hereto as **Appendix B**.



5. **Notification of New Employer.** In the event that I leave the employment of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this IP Agreement.

6. **No Solicitation of Employees.** In consideration of my employment with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my employment with the Company as an Executive, officer and/or director and for a period of twelve (12) months thereafter I shall not directly or indirectly solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity.

7. **No Solicitation of Clients and Suppliers.** I acknowledge the importance to the business carried on by the Company and the client and supplier relationships developed by it and the unique opportunity that my employment and my access to the Confidential Information offers to interfere with these relationships. Accordingly, I will not during my employment with the Company and for a period of one (1) year thereafter directly or indirectly contact or solicit or accept unsolicited business from any person who I know to be a prospective, current or former client or supplier of the Company for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Company during my employment with the Company or at the end thereof, as the case may be.

8. **Representations.** I represent that my performance of all the terms of this IP Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this IP Agreement. I have had the opportunity to consult counsel of my choosing in connection with this IP Agreement, which was presented to me upon the receipt of a formal offer of employment and no less than ten (10) days before the commencement of my employment.

9. **Arbitration and Equitable Relief**

(a) **Arbitration.** If any dispute between the parties (each a “Party” and collectively “Parties”) arising under this IP Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the IP Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this IP Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in city of Santa Clara County, State of California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys’ fee incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this IP Agreement shall be held in city of Sunnyvale, California. The discovery provision of the California Code of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a Party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This IP Agreement to arbitrate waives any right to trial by jury.

(b) **Equitable Remedies**. Each of the Company and I agree that disputes relating to or arising out of a breach of the covenants contained in this IP Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this IP Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this IP Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of this IP Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this IP Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

10. **General Provisions**.

(a) **Governing Law; Consent to Personal Jurisdiction**. This Intellectual Property Agreement will be governed by the laws of the State of Nevada as they apply to contracts entered into and wholly to be performed within such state. Subject to Section 9(a) I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts in Santa Clara County, California for any lawsuit filed there by either party arising from or relating to this IP Agreement.

(b) **Entire Agreement**. This IP Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this IP Agreement, nor any waiver of any rights under this IP Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this IP Agreement.

(c) **Severability**. If one or more of the provisions in this IP Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. **Successors and Assigns**. This IP Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

IN WITNESS WHEREOF, the undersigned has executed this Employment, Confidential Information and Intellectual Property Assignment Agreement as of June 3, 2020.

By: /s/ Thomas V. Bushey  
Name: Thomas V. Bushey  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

By: /s/ Eric A. Brock  
Name: Eric A. Brock  
Address: 165 Gibraltar Ct.  
Sunnyvale, CA 94089

**APPENDIX A**

California Labor Code Section 2870. **Application of provision that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**APPENDIX B**

**ONDAS HOLDINGS INC.**

**Termination Certificate**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "*Company*").

I further certify that I have complied with all the terms of the Company's Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement signed by me (the "IP"), including the reporting of any Intellectual Property (as defined therein), conceived or made by me (solely or jointly with others) covered by the IP Agreement.

I further agree that, in compliance with the IP Agreement, I have returned or expunged all Confidential Information and will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas V. Bushey

## ONDAS HOLDINGS INC.

June 3, 2020

Mr. Eric Brock

***Re: Amended and Restated Employment Agreement***

Dear Mr. Brock:

This letter agreement (the "**Letter Agreement**"), on behalf of Ondas Holdings Inc., a Nevada corporation (the "**Company**") to the undersigned individual (the "**Executive**" or "**Employee**") constitutes an Amended and Restated Employment Agreement of that certain Employment Agreement dated September 28, 2018. This Amended and Restated Employment Agreement shall be effective on June 3, 2020 (the "Effective Date") pursuant to the terms set forth below:

1. **Position.** The Executive shall serve as the Company's chief executive officer (CEO). The Executive's responsibilities shall be determined by board of directors of the Company. The Executive shall devote his full time, attention and ability to the business of the Company, shall well and faithfully serve the Company, and shall use his best efforts to promote the interests of the Company. His duties shall include all those duties customarily performed by the CEO. The Executive understands that his duties may involve significant travel from his place of employment (both within and outside the country in which that place is located), and he agrees to travel as reasonably required in order to fulfill his duties.

The Executive agrees that he shall not accept any other appointments to the board of directors of any other entity without first obtaining the written approval of Company, which approval shall not be unreasonably withheld.

2. **Compensation** In connection with Executive's employment, the Company will pay the following salary and other compensation:

(a) **Salary.** Executive will be paid a base salary at the annual rate of \$200,000.00 ("Base Salary"), payable in accordance with the Company's standard payroll practices.

(b) **Other Compensation.** Executive will be eligible to participate in the benefit plans established for Company employees, including group life, health, and dental coverage ("Plan Benefits"); in each case to the same extent and in the same manner as other similarly situated executives.

(c) **Right to Change Plans.** Nothing in this letter will be construed to limit, condition or otherwise encumber the Company's right to amend, discontinue, substitute, or maintain any Plan Benefits or perquisite.

(d) **Vacation/Paid Holidays.** Executive shall accrue paid vacation at the rate of 21 days for each calendar year, subject to the terms of the Company's vacation policy. Executive shall be compensated at the usual rate of base compensation for any vacation days and shall also be entitled to paid Company Holidays as generally observed by the Company. Company Holidays are currently defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. In addition to Company Holidays, two floating holidays are granted each year; one of which is Company-designated, and the second of which is by choice of the Executive.

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All payments in this Section 2 shall be subject to all required federal, state, and local withholding taxes.

3. **Expense Reimbursement.** Executive shall be entitled to reimbursement for ordinary, necessary, and reasonable out-of-pocket trade or business expenses incurred in connection with performance of duties under this Letter Agreement. The reimbursement of all such expenses shall be made upon presentation of evidence reasonably satisfactory to the Company of the amounts and nature of such expenses and shall be subject to the reasonable approval of the Company's executive officers or Board of Directors.

4. **Additional Agreements: Non-compete; Non-solicitation.** Executive is expected to abide by Company rules and regulations, including its social media policy (as set forth in the employee handbook) and its Insider Trading Policy, which are in force at the execution of this Letter Agreement and which may be revised by the Company from time to time. Executive will also be expected to sign and comply with the Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as **Exhibit B**, which requires, among other things, the assignment of rights to any intellectual property made during Executive's association with the Company, and non-disclosure of proprietary information.

5. **At-Will Employment.** Executive's employment with the Company will be "at will," meaning that both the Executive and the Company will be entitled to terminate Executive's employment at any time and for any reason, with or without cause. Although Executive's job duties, title, compensation and benefits, as well as the Company's human resources policies and procedures, may change from time to time, the "at will" nature of Executive's employment may only be changed in an expressed written agreement signed by Executive and a duly authorized officer of the Company.

(a) **Termination for Cause.** The Company may terminate Executive's employment at any time for Cause. As used herein, "Cause" is defined to mean (I) if Executive has been convicted of, or has pleaded guilty or nolo contendere to, any felony or a crime involving moral turpitude; (II) if Executive has engaged in willful misconduct or materially failed or refused to perform the duties reasonably assigned, or has performed such duties with evidenced gross negligence, or has breached any terms or conditions of Executive's agreements with the Company, and, following ten (10) days' written notice of such conduct, failed to cure it; or (III) if Executive has committed any fraud, embezzlement, misappropriation of funds, breach of fiduciary duty, or other act of dishonesty against the Company. Upon termination for Cause, the Company will pay Executive's (i) Base Salary accrued through the date of termination, (ii) accrued and unused vacation through the date of termination, (iii) any unreimbursed business expenses incurred through the date of termination (and otherwise payable in accordance with the Company's expense reimbursement policy), and (iv) all benefits accrued and vested through the date of termination pursuant to the Company's Plan Benefits in which Executive then participated (the "**Accrued Obligations**") up to the date of the notice of termination, which date shall be for all purposes of this Letter Agreement the date of termination of Executive's employment. The Company will not have any other compensation obligations to Executive.

(b) **Termination other than Death or Cause.** The Company may terminate Executive's employment for any reason not described in Section 5(a), including Disability, at any time by giving written notice thereof, and the date on which Executive received such notice will be Executive's date of termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6.

“Disability” means an injury, or physical or mental illness or incapacity of such character as to substantially disable Executive from performing Executive’s duties hereunder for a period of more than six (6) months in the aggregate during any twelve (12) month period; provided, however, to the extent any payment pursuant to this Letter Agreement is subject to Section 409A (as defined in Section 13), a Disability shall be deemed to occur only if the Executive is considered “disabled” pursuant to Section 409A.

(c) Constructive Termination. Executive may terminate Executive’s employment for Constructive Termination (as defined below) by giving the Company written notice thereof thirty (30) days in advance of such effective date, which effective date shall be the date of termination; provided, however, in the event Executive fails to give such notice within ninety (90) days after the occurrence of an event constituting Constructive Termination, Executive will be deemed to have waived Executive’s right to terminate employment for Constructive Termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6. Absent Executive’s expressed agreement to the contrary, the term “**Constructive Termination**” means:

- (i) a material reduction in Executive’s Base Salary;
- (ii) a failure of a successor of the Company to assume the obligations of this Letter Agreement;
- (iii) a material breach by the Company of this Letter Agreement;

provided that, in each such case, the Company has thirty (30) days following receipt of such written notice from Executive to cure. The Executive shall not be deemed to have terminated this Letter Agreement for Constructive Termination if the Executive terminates this Letter Agreement later than six months following the initial existence of the above referenced event or condition which is the basis for such termination. For purposes of this Section, an isolated, immaterial, and inadvertent action not taken in bad faith by the Company that is remedied by the Company promptly after receipt of written notice thereof given by Executive will not be considered Constructive Termination.

(d) Voluntary Termination. Executive may terminate his employment at any time for a reason other than Constructive Termination, and the effective date of termination will be the date on which such notice is received by the Company. The Company will pay Executive the Accrued Obligations through the date of termination. The Company will have no other obligations to Executive.

(e) Board. The termination of Executive’s employment hereunder for any reason shall automatically be deemed as Executive’s resignation from the Board of Directors of the Company and any affiliates without any further action, except when the Board shall, in writing, request a continuation of duty as a Director in its sole discretion.

6. Severance Compensation. Notwithstanding the above if (i) Executive is terminated by the Company without Cause, (ii) Executive terminates Executive’s employment due to Constructive Termination, or (iii) Executive’s employment terminates as a result of his Disability, the Company will provide Executive the following compensation:

(a) The Company will pay Executive (i) the Accrued Obligations through the date of termination, and (ii) Executive’s continued Base Salary and Plan Benefits on a monthly basis for a period of six (6) months, following the date of termination. If Executive is eligible to receive disability payments pursuant to a disability insurance policy paid for by the Company, Executive shall assign such benefits to the Company for all periods as to which Executive is receiving payment under this Letter Agreement.



(b) The provision of the foregoing severance is conditioned upon Executive's continued compliance with the terms of this Letter Agreement and Executive executing, delivering to the Company and not revoking a signed general release and non-disparagement agreement (the "**Waiver and Release of Claims**" in the form attached hereto as **Exhibit A**) within sixty (60) days following his termination of employment. Notwithstanding anything to the contrary in this Letter Agreement, if the above sixty (60) day release period straddles two (2) calendar years, no severance benefits shall be paid to the Executive until the second calendar year (with any missed severance payments being paid to the Executive on the first payroll date occurring in the second calendar year).

7. **Termination by Virtue of Death.** In the event of Executive's death while employed pursuant to this Letter Agreement, all obligations of the parties hereunder shall terminate immediately, and the Company shall, pursuant to the Company's standard payroll policies, pay to Executive's legal representatives the Accrued Obligations and any vested benefits that Executive or Executives estate, may be entitled to receive under any Company policy or Plan Benefits. .

8. **Outside Activities During Employment; No Conflicting Obligations.** In addition to any obligations contained in the Letter Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as **Exhibit B** so long as Executive renders services to the Company, Executive will not assist any person or organization in competing with the Company, or in preparing to compete with the Company. Executive represents and warrants that Executive is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Executive's obligations under this Letter Agreement. Executive represents and warrants that Executive will not use or disclose, in connection with Executive's employment with the Company, any trade secrets or other proprietary information or intellectual property in which Executive or any other person has any right, title or interest and that Executive's employment will not infringe or violate the rights of any other person. Executive represents and warrants to the Company that Executive has returned all property and confidential information belonging to any prior employer.

9. **Withholding Taxes.** All forms of compensation referred to in this Letter Agreement are subject to reduction to reflect applicable withholding and payroll taxes.

10. **Entire Agreement.** This Letter Agreement and the agreements referred to in this Letter Agreement contain all of the terms of Executive's employment with the Company and supersede any prior understandings or agreements, whether oral or written, between Executive and the Company.

11. **Amendment.** This Letter Agreement may not be amended or modified except by an expressed written agreement signed by Executive and a duly authorized officer of the Company.

12. **Dispute Resolution; Governing Law.**

(a) This Letter Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada applicable to contracts wholly executed and performed therein without regard to any conflicts of laws rules.

(b) If any dispute (“Dispute”) between the Executive and the Company (each a “Party” and collectively, the “Parties”) arising under this Letter Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the Letter Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Letter Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such Dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in the city of Santa Clara County, California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys’ fees incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this Letter Agreement shall be held in Sunnyvale, California. The discovery provision of the California Rules of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Letter Agreement with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This agreement to arbitrate waives any right to trial by jury.

(c) **Equitable Remedies.** Each of the Parties agree that disputes relating to or arising out of a breach of the covenants contained in this Letter Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this Letter Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Letter Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of the Intellectual Property Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this Letter Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

13. **Code Section 409.** This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code, as amended from time to time, and its implementing regulations and guidance (“**Section 409A**”). Executive hereby agrees that the Company may, without further consent from Executive, make the minimum changes to this Letter Agreement as may be necessary or appropriate to avoid the imposition of additional taxes or penalties to Executive pursuant to Section 409A. The Company cannot guarantee that the payments and benefits that may be paid or provided pursuant to this Letter Agreement will satisfy all applicable provisions of Section 409A. If and to the extent required to comply with Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of Executive’s employment or service (or any other similar term) shall be made only in connection with a “separation from service” with respect to Executive within the meaning of Section 409A. Notwithstanding anything in this Letter Agreement to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Section does not constitute a “deferral of compensation” within the meaning of Section 409A: (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. Notwithstanding the foregoing, in the event that the Executive is a “specified employee” (as described in Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Section 409A, then no such payment or benefit shall be made before the date that is six months after the Executive’s “separation from service” (as described in Section 409A) (or, if earlier, the date of the Executive’s death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

This Letter Agreement shall be deemed effective when signed below by the Executive.

Sincerely yours,

**ONDAS HOLDINGS INC.**

By: /s/ Stewart Kantor

Name: Stewart Kantor

Title: Chief Financial Officer

I have read and accept this Letter Agreement:

/s/ Eric Brock

**Eric Brock**

Dated: June 3, 2020

**EXHIBIT A**

**ONDAS HOLDINGS INC.**

**Waiver and Release of Claims**

**I understand that this Release Agreement (“Release”), constitutes the complete, final, and exclusive embodiment of the entire agreement between Ondas Holdings Inc. (the “Company”) and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein.**

In consideration of benefits I will receive by virtue of my employment with the Company, I hereby release, acquit and forever discharge, to the full extent permitted by law, the Company, its parents and subsidiaries, and their officers, directors, agents, employees, shareholders, attorneys, successors, assigns and affiliates, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed (other than any claim for indemnification I may have as a result of any third party action against me based on my employment with, or service as a director of, the Company), arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the date I execute this Release, including, but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with my employment with the Company or the termination of my employment, including but not limited to, claims of intentional and negligent infliction of emotional distress, any and all tort claims for personal injury, claims or demands related to salary, bonuses, commissions, stock, stock options, or any other equity or ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; and claims pursuant to any federal, state or local law or cause of action.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given under the Letter Agreement for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (A) my waiver and release do not apply to any rights or claims that may arise after the date I execute this Release; (B) I have the right to consult with an attorney prior to executing this Release; (C) I have twenty-one (21) days to consider this Release (although I may choose to voluntarily execute this Release earlier); (D) I have seven (7) days following my execution of this Release to revoke the Release; and (E) this Release shall not be effective until the date upon which the revocation period has expired, which shall be the eighth (8<sup>th</sup>) day after I execute this Release (provided that I have returned it to the Company by such date).

I acknowledge that in certain States the laws provide language similar to the following: **“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor or released party.”** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims I may have against the Company, its affiliates, and the entities and persons specified above.

I will not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the Company or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of the Company, their products or services or their subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives. I understand that nothing in this paragraph is intended to limit my ability to file a complaint or disclose any facts relating to a complaint or charge with the Equal Employment Opportunity Commission (“EEOC”), the U.S. Securities and Exchange Commission (“SEC”), or any other federal, state, or local government agency or commission, nor does anything in this paragraph prevent me from disclosing factual information regarding any allegations made against the Company in any civil action or administrative action for sexual harassment, sexual assault, workplace harassment or discrimination based upon sex, or retaliation against a person for reporting sexual harassment, sexual assault, or workplace harassment or discrimination based upon sex.

**Employee:**

Date: \_\_\_\_\_

**EXHIBIT B**

**ONDAS HOLDINGS INC.**

**Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement**

As a condition of my employment with Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I (the "**Executive**") agree to the following terms under this Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement (the "**IP Agreement**"):

**1. Employment.**

(a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of my employment.

"Competitive Business" means any business that supplies products or services competitive with those then supplied by the Company or which the Company was contemplating supplying when the Executive was employed by the Company.

"Employment Period" means the period during which the Executive is employed by the Company.

"Termination Date" means the date that the Executive's employment with the Company is terminated, for any reason, in accordance with the Letter Agreement.

**2. Non-Competition.**

I acknowledge that employment by the Company will give me access to the Confidential Information, and that my knowledge of the Confidential Information will enable me to put the Company at a significant competitive disadvantage if I am employed or engaged by or become involved in a Competitive Business. Accordingly, during the Employment Period and for one year after the Termination Date I will not, directly or indirectly, individually or in partnership or in conjunction with any other Person:

(i) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member, or proprietor in any Competitive Business;

(ii) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any Competitive Business in a capacity in which the loyal and complete fulfilment of my duties to that Competitive Business would (i) inherently require that I use, copy or transfer Confidential Information, or (ii) make beneficial any use, copy or transfer the Confidential Information; or

(iii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a Competitive Business.

The restriction in this Section 2 will not prohibit me from holding not more than 5% of the issued shares of a public company listed on any recognized stock exchange or traded on any *bona fide* "over the counter" market anywhere in the world.

### 3. Confidential Information.

(a) **Company Information.** I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers and suppliers of the Company on whom I called or with whom I became acquainted during the term of my employment with the Company), markets, works of original authorship, photographs, negatives, digital images, software, computer programs, know-how, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings, engineering, hardware configuration information, forecasts, strategies, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Notwithstanding the foregoing, I further understand that Confidential Information will not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the Company to me through no action or inaction on my part; (iii) is already in my possession at the time of disclosure as shown by my files and records prior to the time of disclosure; (iv) is obtained by me from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by me without use of or reference to the Company's Confidential Information, as shown by my documents and other competent evidence in my possession; or (vi) is required by law to be disclosed by me, provided that I will give the Company written notice of such requirement prior to disclosing so that the Company may seek a protective order or other appropriate relief.

(b) **Other Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

(d) **Required Disclosures.** In the event that I reasonably believe that I am required to disclose Confidential Information by applicable law, regulation, or court order, I will disclose Confidential Information only to the extent necessary to comply with such applicable law, regulation, or court order, and only after (i) using reasonable efforts, at the Company's expense, to limit the disclosure by means of a protective order or a request for confidential treatment and (ii) providing the Company at least fifteen (15) business days to review, if permitted, the disclosure before it is made and to interpose its own objection(s) to the disclosure.

(e) **Notice of Immunity Under the Defend Trade Secrets Act of 2016.** Notwithstanding any other provision of this Agreement, I understand and acknowledge that I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

I further acknowledge that, if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company trade secrets to my attorney and use the trade secret information in the court proceeding so long as I (i) file any document containing the trade secret under seal; and (ii) do not disclose the trade secret, except pursuant to court order.

#### 4. **Intellectual Property.**

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any original works of authorship, inventions, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my employment with the Company (collectively referred to as "**Intellectual Property**") and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 3(e).

(b) **Exception to Assignments.** I understand that the provisions of this IP Agreement requiring assignment of Intellectual Property to the Company are limited to Section 2870 of the California Labor Code, which is attached hereto as **Appendix A**, and do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time of my employment with the Company. I will advise the Company promptly in writing of any intellectual property that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 3(a) above.

(c) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this IP Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this IP Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patents or copyright registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(d) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during my employment with the Company. The records will be in the form of notes, sketches, drawings, and works of original authorship, photographs, negatives, digital images or any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Intellectual Property**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my employment with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

*Prior Intellectual Property:*

Title	Date	Identifying Number or Brief Description
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(f) **Return of Company Documents.** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment with the Company, I agree to sign and deliver the "**Termination Certificate**" attached hereto as **Appendix B**.



5. **Notification of New Employer.** In the event that I leave the employment of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this IP Agreement.

6. **No Solicitation of Employees.** In consideration of my employment with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my employment with the Company as an Executive, officer and/or director and for a period of twelve (12) months thereafter I shall not directly or indirectly solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity.

7. **No Solicitation of Clients and Suppliers.** I acknowledge the importance to the business carried on by the Company and the client and supplier relationships developed by it and the unique opportunity that my employment and my access to the Confidential Information offers to interfere with these relationships. Accordingly, I will not during my employment with the Company and for a period of one (1) year thereafter directly or indirectly contact or solicit or accept unsolicited business from any person who I know to be a prospective, current or former client or supplier of the Company for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Company during my employment with the Company or at the end thereof, as the case may be.

8. **Representations.** I represent that my performance of all the terms of this IP Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this IP Agreement. I have had the opportunity to consult counsel of my choosing in connection with this IP Agreement, which was presented to me upon the receipt of a formal offer of employment and no less than ten (10) days before the commencement of my employment.

9. **Arbitration and Equitable Relief**

(a) **Arbitration.** If any dispute between the parties (each a "Party" and collectively "Parties") arising under this IP Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the IP Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this IP Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in city of Santa Clara County, State of California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys' fee incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this IP Agreement shall be held in city of Sunnyvale, California. The discovery provision of the California Code of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a Party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This IP Agreement to arbitrate waives any right to trial by jury.

(b) **Equitable Remedies.** Each of the Company and I agree that disputes relating to or arising out of a breach of the covenants contained in this IP Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this IP Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this IP Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of this IP Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this IP Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

10. **General Provisions.**

(a) **Governing Law; Consent to Personal Jurisdiction** This Intellectual Property Agreement will be governed by the laws of the State of Nevada as they apply to contracts entered into and wholly to be performed within such state. Subject to Section 9(a) I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts in Santa Clara County, California for any lawsuit filed there by either party arising from or relating to this IP Agreement.

(b) **Entire Agreement.** This IP Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this IP Agreement, nor any waiver of any rights under this IP Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this IP Agreement.

(c) **Severability.** If one or more of the provisions in this IP Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. **Successors and Assigns.** This IP Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

IN WITNESS WHEREOF, the undersigned has executed this Employment, Confidential Information and Intellectual Property Assignment Agreement as of June 3, 2020.

By: /s/ Eric Brock

Name: Eric Brock

Address: \_\_\_\_\_

\_\_\_\_\_

WITNESS

By: /s/ Stewart Kantor

Name: Stewart Kantor

Address: 165 Gibraltar Ct.

Sunnyvale, CA 94089

**APPENDIX A**

California Labor Code Section 2870. **Application of provision that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**APPENDIX B**

**ONDAS HOLDINGS INC.**

**Termination Certificate**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "*Company*").

I further certify that I have complied with all the terms of the Company's Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement signed by me (the "IP"), including the reporting of any Intellectual Property (as defined therein), conceived or made by me (solely or jointly with others) covered by the IP Agreement.

I further agree that, in compliance with the IP Agreement, I have returned or expunged all Confidential Information and will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

## ONDAS HOLDINGS INC.

June 3, 2020

Mr. Stewart Kantor

***Re: Amended and Restated Employment Agreement***

Dear Mr. Kantor:

This letter agreement (the "**Letter Agreement**"), on behalf of Ondas Holdings Inc., a Nevada corporation (the "**Company**") to the undersigned individual (the "**Executive**" or "**Employee**") constitutes an Amended and Restated Employment Agreement of that certain Employment Agreement dated September 28, 2018. This Amended and Restated Employment Agreement shall be effective on June 3, 2020 (the "Effective Date") pursuant to the terms set forth below:

1. **Position.** The Executive shall serve as the Company's Chief Financial Officer (CFO), Treasurer and Secretary. The Executive's responsibilities shall be determined by board of directors of the Company. The Executive shall devote his full time, attention and ability to the business of the Company, shall well and faithfully serve the Company, and shall use his best efforts to promote the interests of the Company. His duties shall include all those duties customarily performed by the CFO, Treasurer and Secretary. The Executive understands that his duties may involve significant travel from his place of employment (both within and outside the country in which that place is located), and he agrees to travel as reasonably required in order to fulfill his duties.

The Executive agrees that he shall not accept any other appointments to the board of directors of any other entity without first obtaining the written approval of Company, which approval shall not be unreasonably withheld.

2. **Compensation** In connection with Executive's employment, the Company will pay the following salary and other compensation:

(a) **Salary.** Executive will be paid a base salary at the annual rate of \$200,000.00 ("Base Salary"), payable in accordance with the Company's standard payroll practices.

(b) **Other Compensation.** Executive will be eligible to participate in the benefit plans established for Company employees, including group life, health, and dental coverage ("Plan Benefits"); in each case to the same extent and in the same manner as other similarly situated executives.

(c) **Right to Change Plans.** Nothing in this letter will be construed to limit, condition or otherwise encumber the Company's right to amend, discontinue, substitute, or maintain any Plan Benefits or perquisite.

(d) **Vacation/Paid Holidays.** Executive shall accrue paid vacation at the rate of 21 days for each calendar year, subject to the terms of the Company's vacation policy. Executive shall be compensated at the usual rate of base compensation for any vacation days and shall also be entitled to paid Company Holidays as generally observed by the Company. Company Holidays are currently defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. In addition to Company Holidays, two floating holidays are granted each year; one of which is Company-designated, and the second of which is by choice of the Executive.

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All payments in this Section 2 shall be subject to all required federal, state, and local withholding taxes.

3. **Expense Reimbursement.** Executive shall be entitled to reimbursement for ordinary, necessary, and reasonable out-of-pocket trade or business expenses incurred in connection with performance of duties under this Letter Agreement. The reimbursement of all such expenses shall be made upon presentation of evidence reasonably satisfactory to the Company of the amounts and nature of such expenses and shall be subject to the reasonable approval of the Company's executive officers or Board of Directors.

4. **Additional Agreements: Non-compete; Non-solicitation.** Executive is expected to abide by Company rules and regulations, including its social media policy (as set forth in the employee handbook) and its Insider Trading Policy, which are in force at the execution of this Letter Agreement and which may be revised by the Company from time to time. Executive will also be expected to sign and comply with the Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as **Exhibit B**, which requires, among other things, the assignment of rights to any intellectual property made during Executive's association with the Company, and non-disclosure of proprietary information.

5. **At-Will Employment.** Executive's employment with the Company will be "at will," meaning that both the Executive and the Company will be entitled to terminate Executive's employment at any time and for any reason, with or without cause. Although Executive's job duties, title, compensation and benefits, as well as the Company's human resources policies and procedures, may change from time to time, the "at will" nature of Executive's employment may only be changed in an expressed written agreement signed by Executive and a duly authorized officer of the Company.

(a) **Termination for Cause.** The Company may terminate Executive's employment at any time for Cause. As used herein, "Cause" is defined to mean (I) if Executive has been convicted of, or has pleaded guilty or nolo contendere to, any felony or a crime involving moral turpitude; (II) if Executive has engaged in willful misconduct or materially failed or refused to perform the duties reasonably assigned, or has performed such duties with evidenced gross negligence, or has breached any terms or conditions of Executive's agreements with the Company, and, following ten (10) days' written notice of such conduct, failed to cure it; or (III) if Executive has committed any fraud, embezzlement, misappropriation of funds, breach of fiduciary duty, or other act of dishonesty against the Company. Upon termination for Cause, the Company will pay Executive's (i) Base Salary accrued through the date of termination, (ii) accrued and unused vacation through the date of termination, (iii) any unreimbursed business expenses incurred through the date of termination (and otherwise payable in accordance with the Company's expense reimbursement policy), and (iv) all benefits accrued and vested through the date of termination pursuant to the Company's Plan Benefits in which Executive then participated (the "**Accrued Obligations**") up to the date of the notice of termination, which date shall be for all purposes of this Letter Agreement the date of termination of Executive's employment. The Company will not have any other compensation obligations to Executive.

(b) **Termination other than Death or Cause.** The Company may terminate Executive's employment for any reason not described in Section 5(a), including Disability, at any time by giving written notice thereof, and the date on which Executive received such notice will be Executive's date of termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6.

“Disability” means an injury, or physical or mental illness or incapacity of such character as to substantially disable Executive from performing Executive’s duties hereunder for a period of more than six (6) months in the aggregate during any twelve (12) month period; provided, however, to the extent any payment pursuant to this Letter Agreement is subject to Section 409A (as defined in Section 13), a Disability shall be deemed to occur only if the Executive is considered “disabled” pursuant to Section 409A.

(c) Constructive Termination. Executive may terminate Executive’s employment for Constructive Termination (as defined below) by giving the Company written notice thereof thirty (30) days in advance of such effective date, which effective date shall be the date of termination; provided, however, in the event Executive fails to give such notice within ninety (90) days after the occurrence of an event constituting Constructive Termination, Executive will be deemed to have waived Executive’s right to terminate employment for Constructive Termination. Upon such a termination, the Company will provide Executive with the compensation described in Section 6. Absent Executive’s expressed agreement to the contrary, the term “**Constructive Termination**” means:

- (i) a material reduction in Executive’s Base Salary;
- (ii) a failure of a successor of the Company to assume the obligations of this Letter Agreement;
- (iii) a material breach by the Company of this Letter Agreement;

provided that, in each such case, the Company has thirty (30) days following receipt of such written notice from Executive to cure. The Executive shall not be deemed to have terminated this Letter Agreement for Constructive Termination if the Executive terminates this Letter Agreement later than six months following the initial existence of the above referenced event or condition which is the basis for such termination. For purposes of this Section, an isolated, immaterial, and inadvertent action not taken in bad faith by the Company that is remedied by the Company promptly after receipt of written notice thereof given by Executive will not be considered Constructive Termination.

(d) Voluntary Termination. Executive may terminate his employment at any time for a reason other than Constructive Termination, and the effective date of termination will be the date on which such notice is received by the Company. The Company will pay Executive the Accrued Obligations through the date of termination. The Company will have no other obligations to Executive.

(e) Board. The termination of Executive’s employment hereunder for any reason shall automatically be deemed as Executive’s resignation from the Board of Directors of the Company and any affiliates without any further action, except when the Board shall, in writing, request a continuation of duty as a Director in its sole discretion.

6. Severance Compensation. Notwithstanding the above if (i) Executive is terminated by the Company without Cause, (ii) Executive terminates Executive’s employment due to Constructive Termination, or (iii) Executive’s employment terminates as a result of his Disability, the Company will provide Executive the following compensation:

(a) The Company will pay Executive (i) the Accrued Obligations through the date of termination, and (ii) Executive’s continued Base Salary and Plan Benefits on a monthly basis for a period of twelve (12) months, following the date of termination. If Executive is eligible to receive disability payments pursuant to a disability insurance policy paid for by the Company, Executive shall assign such benefits to the Company for all periods as to which Executive is receiving payment under this Letter Agreement.



(b) The provision of the foregoing severance is conditioned upon Executive's continued compliance with the terms of this Letter Agreement and Executive executing, delivering to the Company and not revoking a signed general release and non-disparagement agreement (the "**Waiver and Release of Claims**" in the form attached hereto as **Exhibit A**) within sixty (60) days following his termination of employment. Notwithstanding anything to the contrary in this Letter Agreement, if the above sixty (60) day release period straddles two (2) calendar years, no severance benefits shall be paid to the Executive until the second calendar year (with any missed severance payments being paid to the Executive on the first payroll date occurring in the second calendar year).

7. **Termination by Virtue of Death.** In the event of Executive's death while employed pursuant to this Letter Agreement, all obligations of the parties hereunder shall terminate immediately, and the Company shall, pursuant to the Company's standard payroll policies, pay to Executive's legal representatives the Accrued Obligations and any vested benefits that Executive or Executives estate, may be entitled to receive under any Company policy or Plan Benefits. .

8. **Outside Activities During Employment; No Conflicting Obligations.** In addition to any obligations contained in the Letter Employment, Non-competition, Confidential Information and Intellectual Property Assignment Agreement attached as **Exhibit B** so long as Executive renders services to the Company, Executive will not assist any person or organization in competing with the Company, or in preparing to compete with the Company. Executive represents and warrants that Executive is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Executive's obligations under this Letter Agreement. Executive represents and warrants that Executive will not use or disclose, in connection with Executive's employment with the Company, any trade secrets or other proprietary information or intellectual property in which Executive or any other person has any right, title or interest and that Executive's employment will not infringe or violate the rights of any other person. Executive represents and warrants to the Company that Executive has returned all property and confidential information belonging to any prior employer.

9. **Withholding Taxes.** All forms of compensation referred to in this Letter Agreement are subject to reduction to reflect applicable withholding and payroll taxes.

10. **Entire Agreement.** This Letter Agreement and the agreements referred to in this Letter Agreement contain all of the terms of Executive's employment with the Company and supersede any prior understandings or agreements, whether oral or written, between Executive and the Company.

11. **Amendment.** This Letter Agreement may not be amended or modified except by an expressed written agreement signed by Executive and a duly authorized officer of the Company.

12. **Dispute Resolution; Governing Law.**

(a) This Letter Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada applicable to contracts wholly executed and performed therein without regard to any conflicts of laws rules.

(b) If any dispute (“Dispute”) between the Executive and the Company (each a “Party” and collectively, the “Parties”) arising under this Letter Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the Letter Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Letter Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such Dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in the city of Santa Clara County, California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys’ fees incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this Letter Agreement shall be held in Sunnyvale, California. The discovery provision of the California Rules of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Letter Agreement with any other arbitration to which it is a party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This agreement to arbitrate waives any right to trial by jury.

(c) **Equitable Remedies.** Each of the Parties agree that disputes relating to or arising out of a breach of the covenants contained in this Letter Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this Letter Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Letter Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of the Intellectual Property Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this Letter Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

13. **Code Section 409.** This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code, as amended from time to time, and its implementing regulations and guidance ("**Section 409A**"). Executive hereby agrees that the Company may, without further consent from Executive, make the minimum changes to this Letter Agreement as may be necessary or appropriate to avoid the imposition of additional taxes or penalties to Executive pursuant to Section 409A. The Company cannot guarantee that the payments and benefits that may be paid or provided pursuant to this Letter Agreement will satisfy all applicable provisions of Section 409A. If and to the extent required to comply with Section 409A, any payment or benefit required to be paid under this Agreement on account of termination of Executive's employment or service (or any other similar term) shall be made only in connection with a "separation from service" with respect to Executive within the meaning of Section 409A. Notwithstanding anything in this Letter Agreement to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Section does not constitute a "deferral of compensation" within the meaning of Section 409A: (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. Notwithstanding the foregoing, in the event that the Executive is a "specified employee" (as described in Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation under Section 409A, then no such payment or benefit shall be made before the date that is six months after the Executive's "separation from service" (as described in Section 409A) (or, if earlier, the date of the Executive's death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

This Letter Agreement shall be deemed effective when signed below by the Executive.

Sincerely yours,

**ONDAS HOLDINGS INC.**

By: /s/ Eric A. Brock

Name: Eric A. Brock

Title: Chief Executive Officer

I have read and accept this Letter Agreement:

/s/ Stewart Kantor

**Stewart Kantor**

Dated: June 3, 2020

**EXHIBIT A**

**ONDAS HOLDINGS INC.**

**Waiver and Release of Claims**

**I understand that this Release Agreement (“Release”), constitutes the complete, final, and exclusive embodiment of the entire agreement between Ondas Holdings Inc. (the “Company”) and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein.**

In consideration of benefits I will receive by virtue of my employment with the Company, I hereby release, acquit and forever discharge, to the full extent permitted by law, the Company, its parents and subsidiaries, and their officers, directors, agents, employees, shareholders, attorneys, successors, assigns and affiliates, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed (other than any claim for indemnification I may have as a result of any third party action against me based on my employment with, or service as a director of, the Company), arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the date I execute this Release, including, but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with my employment with the Company or the termination of my employment, including but not limited to, claims of intentional and negligent infliction of emotional distress, any and all tort claims for personal injury, claims or demands related to salary, bonuses, commissions, stock, stock options, or any other equity or ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; and claims pursuant to any federal, state or local law or cause of action.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given under the Letter Agreement for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (A) my waiver and release do not apply to any rights or claims that may arise after the date I execute this Release; (B) I have the right to consult with an attorney prior to executing this Release; (C) I have twenty-one (21) days to consider this Release (although I may choose to voluntarily execute this Release earlier); (D) I have seven (7) days following my execution of this Release to revoke the Release; and (E) this Release shall not be effective until the date upon which the revocation period has expired, which shall be the eighth (8<sup>th</sup>) day after I execute this Release (provided that I have returned it to the Company by such date).

I acknowledge that in certain States the laws provide language similar to the following: **“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor or released party.”** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims I may have against the Company, its affiliates, and the entities and persons specified above.

I will not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the Company or its subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of the Company, their products or services or their subsidiaries, affiliates, successors, assigns, officers, directors, employees, shareholders, agents, attorneys or representatives. I understand that nothing in this paragraph is intended to limit my ability to file a complaint or disclose any facts relating to a complaint or charge with the Equal Employment Opportunity Commission (“EEOC”), the U.S. Securities and Exchange Commission (“SEC”), or any other federal, state, or local government agency or commission, nor does anything in this paragraph prevent me from disclosing factual information regarding any allegations made against the Company in any civil action or administrative action for sexual harassment, sexual assault, workplace harassment or discrimination based upon sex, or retaliation against a person for reporting sexual harassment, sexual assault, or workplace harassment or discrimination based upon sex.

**Employee:**

Date: \_\_\_\_\_

**EXHIBIT B**

**ONDAS HOLDINGS INC.**

**Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement**

As a condition of my employment with Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I (the "**Executive**") agree to the following terms under this Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement (the "**IP Agreement**"):

**1. Employment.**

(a) I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

(b) I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of my employment.

"Competitive Business" means any business that supplies products or services competitive with those then supplied by the Company or which the Company was contemplating supplying when the Executive was employed by the Company.

"Employment Period" means the period during which the Executive is employed by the Company.

"Termination Date" means the date that the Executive's employment with the Company is terminated, for any reason, in accordance with the Letter Agreement.

**2. Non-Competition.**

I acknowledge that employment by the Company will give me access to the Confidential Information, and that my knowledge of the Confidential Information will enable me to put the Company at a significant competitive disadvantage if I am employed or engaged by or become involved in a Competitive Business. Accordingly, during the Employment Period and for one year after the Termination Date I will not, directly or indirectly, individually or in partnership or in conjunction with any other Person:

(i) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member, or proprietor in any Competitive Business;

(ii) be engaged in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any Competitive Business in a capacity in which the loyal and complete fulfilment of my duties to that Competitive Business would (i) inherently require that I use, copy or transfer Confidential Information, or (ii) make beneficial any use, copy or transfer the Confidential Information; or

(iii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a Competitive Business.

The restriction in this Section 2 will not prohibit me from holding not more than 5% of the issued shares of a public company listed on any recognized stock exchange or traded on any *bona fide* "over the counter" market anywhere in the world.

### 3. Confidential Information.

(a) **Company Information.** I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers and suppliers of the Company on whom I called or with whom I became acquainted during the term of my employment with the Company), markets, works of original authorship, photographs, negatives, digital images, software, computer programs, know-how, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings, engineering, hardware configuration information, forecasts, strategies, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Notwithstanding the foregoing, I further understand that Confidential Information will not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the Company to me through no action or inaction on my part; (iii) is already in my possession at the time of disclosure as shown by my files and records prior to the time of disclosure; (iv) is obtained by me from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by me without use of or reference to the Company's Confidential Information, as shown by my documents and other competent evidence in my possession; or (vi) is required by law to be disclosed by me, provided that I will give the Company written notice of such requirement prior to disclosing so that the Company may seek a protective order or other appropriate relief.

(b) **Other Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

(d) **Required Disclosures.** In the event that I reasonably believe that I am required to disclose Confidential Information by applicable law, regulation, or court order, I will disclose Confidential Information only to the extent necessary to comply with such applicable law, regulation, or court order, and only after (i) using reasonable efforts, at the Company's expense, to limit the disclosure by means of a protective order or a request for confidential treatment and (ii) providing the Company at least fifteen (15) business days to review, if permitted, the disclosure before it is made and to interpose its own objection(s) to the disclosure.

(c) **Notice of Immunity Under the Defend Trade Secrets Act of 2016.** Notwithstanding any other provision of this Agreement, I understand and acknowledge that I will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

I further acknowledge that, if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the Company trade secrets to my attorney and use the trade secret information in the court proceeding so long as I (i) file any document containing the trade secret under seal; and (ii) do not disclose the trade secret, except pursuant to court order.

#### 4. **Intellectual Property.**

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any original works of authorship, inventions, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my employment with the Company (collectively referred to as "**Intellectual Property**") and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 3(e).

(b) **Exception to Assignments.** I understand that the provisions of this IP Agreement requiring assignment of Intellectual Property to the Company are limited to Section 2870 of the California Labor Code, which is attached hereto as **Appendix A**, and do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time of my employment with the Company. I will advise the Company promptly in writing of any intellectual property that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 3(a) above.

(c) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this IP Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this IP Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patents or copyright registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(d) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during my employment with the Company. The records will be in the form of notes, sketches, drawings, and works of original authorship, photographs, negatives, digital images or any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Intellectual Property**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my employment with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

*Prior Intellectual Property:*

Title	Date	Identifying Number or Brief Description
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(f) **Return of Company Documents.** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment with the Company, I agree to sign and deliver the "**Termination Certificate**" attached hereto as **Appendix B**.



5. **Notification of New Employer.** In the event that I leave the employment of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this IP Agreement.

6. **No Solicitation of Employees.** In consideration of my employment with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my employment with the Company as an Executive, officer and/or director and for a period of twelve (12) months thereafter I shall not directly or indirectly solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity.

7. **No Solicitation of Clients and Suppliers.** I acknowledge the importance to the business carried on by the Company and the client and supplier relationships developed by it and the unique opportunity that my employment and my access to the Confidential Information offers to interfere with these relationships. Accordingly, I will not during my employment with the Company and for a period of one (1) year thereafter directly or indirectly contact or solicit or accept unsolicited business from any person who I know to be a prospective, current or former client or supplier of the Company for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Company during my employment with the Company or at the end thereof, as the case may be.

8. **Representations.** I represent that my performance of all the terms of this IP Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this IP Agreement. I have had the opportunity to consult counsel of my choosing in connection with this IP Agreement, which was presented to me upon the receipt of a formal offer of employment and no less than ten (10) days before the commencement of my employment.

9. **Arbitration and Equitable Relief**

(a) **Arbitration.** If any dispute between the parties (each a “Party” and collectively “Parties”) arising under this IP Agreement cannot reasonably be resolved by the Parties through mutual negotiation, the Parties hereto agree that the claim or dispute including the arbitrability of the IP Agreement will be submitted to and decided by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this IP Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in city of Santa Clara County, State of California for appointment of the arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages and shall not have the authority to award punitive damages or other non-compensatory damages. The arbitrator shall have the right to award costs including expenses and attorneys’ fee incurred in connection with these dispute resolution procedures and the fees, expenses and costs incurred by the arbitrator. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any Party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon. All arbitration proceedings held pursuant to this IP Agreement shall be held in city of Sunnyvale, California. The discovery provision of the California Code of Civil Procedure in effect at the time of arbitration shall be deemed incorporated herein for the purpose of such arbitration proceedings. Either Party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a Party provided that (i) the arbitration agreement governing the other arbitration permits consolidation, (ii) the arbitrations to be consolidated substantially involve common questions of law or fact, and (iii) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). This IP Agreement to arbitrate waives any right to trial by jury.

(b) **Equitable Remedies**. Each of the Company and I agree that disputes relating to or arising out of a breach of the covenants contained in this IP Agreement would likely require injunctive relief to maintain the status quo of the Parties pending the appointment of an arbitrator pursuant to this IP Agreement. The Parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this IP Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either Party claims that the other Party has breached any covenant of this IP Agreement, that Party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this IP Agreement pending resolution of the dispute through arbitration. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The Parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the Parties.

10. **General Provisions**.

(a) **Governing Law; Consent to Personal Jurisdiction**. This Intellectual Property Agreement will be governed by the laws of the State of Nevada as they apply to contracts entered into and wholly to be performed within such state. Subject to Section 9(a) I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts in Santa Clara County, California for any lawsuit filed there by either party arising from or relating to this IP Agreement.

(b) **Entire Agreement**. This IP Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this IP Agreement, nor any waiver of any rights under this IP Agreement, will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this IP Agreement.

(c) **Severability**. If one or more of the provisions in this IP Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

11. **Successors and Assigns**. This IP Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

IN WITNESS WHEREOF, the undersigned has executed this Employment, Confidential Information and Intellectual Property Assignment Agreement as of May 19, 2020.

By: /s/ Stewart Kantor

Name: Stewart Kantor

Address: \_\_\_\_\_

\_\_\_\_\_

WITNESS

By: /s/ Eric A. Brock

Name: Eric A. Brock

Address: 165 Gibraltar Ct.

Sunnyvale, CA 94089

**APPENDIX A**

California Labor Code Section 2870. **Application of provision that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**APPENDIX B**

**ONDAS HOLDINGS INC.**

**Termination Certificate**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Ondas Holdings Inc., its subsidiaries, affiliates, successors or assigns (together, the "*Company*").

I further certify that I have complied with all the terms of the Company's Employment, Non-Competition, Confidential Information and Intellectual Property Assignment Agreement signed by me (the "IP"), including the reporting of any Intellectual Property (as defined therein), conceived or made by me (solely or jointly with others) covered by the IP Agreement.

I further agree that, in compliance with the IP Agreement, I have returned or expunged all Confidential Information and will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**ONDAS HOLDINGS INC.**

**FORM OF**

**RESTRICTED STOCK UNIT AGREEMENT**

**THIS RESTRICTED STOCK UNIT AGREEMENT** (this "Agreement"), is made and effective as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Grant Date"), by and between Ondas Holdings Inc. (f/k/a Zev Ventures Incorporated) (the "Company"), and \_\_\_\_\_ ("Participant").

**WITNESSETH:**

**WHEREAS**, the Company is desirous of increasing the incentive of Participant whose contributions are important to the continued success of the Company;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the Company hereby grants Participant an award of restricted stock units in the Stock of the Company pursuant to the Zev Ventures Incorporated 2018 Incentive Stock Plan (the "Plan"), upon the following terms and conditions. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Plan.

**1. GRANT OF RESTRICTED STOCK UNITS**

Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to the Participant the right to receive [\_\_\_\_\_ ( \_\_\_\_\_)] shares of the Company's Stock upon the satisfaction of certain conditions (the "Restricted Stock Units"). Shares of the Company's Stock shall be issued only upon vesting of the Restricted Stock Units and only upon the satisfaction of the terms and conditions set forth herein and in the Plan.

**2. VESTING**

No Stock shall be issued pursuant to the unvested Restricted Stock Units. Except as otherwise provided for in the Plan and this Agreement, the Restricted Stock Units shall vest upon the satisfaction of the vesting requirements set forth below:

<u>Date</u>	<u>Incremental Number of Vested Restricted Stock Units</u>	<u>Cumulative Number of Vested Restricted Stock Units</u>
-------------	--	---

There shall be no proportionate or partial vesting in the periods between the vesting dates and all vesting shall occur only on the aforementioned vesting dates.

**3. TERMINATION OF EMPLOYMENT**

Upon Participant's termination of employment or other service with the Company for any reason, the unvested portion of the Restricted Stock Units shall expire.



#### 4. DISTRIBUTION OF STOCK

The Company shall deliver a certificate evidencing shares of Stock to the Participant or direct its transfer agent to register such shares in book entry form, within thirty (30) days following the vesting of any Restricted Stock Units.

#### 5. MISCELLANEOUS

(a) Provisions of Plan Control. This Agreement is subject to all the terms, conditions and provisions of the Plan, including, without limitation, the amendment provisions thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Board and as may be in effect from time to time. The Plan is incorporated herein by reference. If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

(b) Withholding. Participant agrees (a) to pay to the Company, or make arrangements satisfactory to the Company regarding payment of, any federal, state or local, domestic or foreign taxes of any kind required by law to be withheld with respect to the Restricted Stock Units, and (b) that the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock Units.

(c) Status as a Shareholder. Participant shall have no rights of a shareholder with respect to the Restricted Stock Units until the Stock is issued to him or her pursuant to Section 4 above.

(d) Transferability. The Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of unless the Plan so provides.

(e) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

(f) Entire Agreement; Amendments. This Agreement and the Plan constitute the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof. This Agreement may not be amended, supplemented, or modified in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, supplement, or modification is sought.

(g) No Rights to Continued Employment. Nothing contained herein shall give the Participant the right to be retained in the employment or service of the Company or any of its subsidiaries or affiliates or affect the right of any such employer to terminate the Participant.

(h) Section 409A Compliance. It is intended that all compensation payable pursuant to this Agreement are exempt from or, alternatively, comply with Section 409A of the Code (and any legally binding guidance promulgated under Section 409A of the Code ("Section 409A"), and this Agreement will be interpreted, administered and operated accordingly. In the event that any provision of this Agreement is inconsistent with Section 409A, then the applicable provisions of Section 409A shall supersede such inconsistent provision. For all purposes under Section 409A, Participant's right to receive any payments pursuant to this Agreement shall be treated as a right to receive a separate and distinct payment, and any payments to be made in installments shall be deemed to be a series of separate payments. A termination of employment or service under this Agreement shall mean a "separation from service" under Section 409A.

(i) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by, and construed in accordance with the laws of the State of Nevada.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**ONDAS HOLDINGS INC.**

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

**PARTICIPANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



**ONDAS HOLDINGS INC.  
FORM OF  
CONSULTANT NONSTATUTORY STOCK OPTION AGREEMENT**

**This Consultant Nonstatutory Stock Option Agreement (“Agreement”)** is made and entered into as of the date set forth below, by and between Ondas Holdings Inc., a Nevada corporation (the “**Company**”), and the following consultant to the Company (herein, the “**Optionee**”):

In consideration of the covenants herein set forth, the parties hereto agree as follows:

1. Option Information.

- (a) Date of Option: \_\_\_\_\_
- (b) Optionee: \_\_\_\_\_
- (c) Number of Shares: \_\_\_\_\_
- (d) Exercise Price: \_\_\_\_\_

2. Acknowledgements.

- (a) Optionee is an independent consultant to the Company, not an employee;
- (b) The Board of Directors (the “**Board**” which term shall include an authorized committee of the Board of Directors) and shareholders of the Company have heretofore adopted the Zev Ventures, Inc. 2018 Incentive Stock Plan (the “**Plan**”), pursuant to which this Option is being granted; and
- (c) The Board has authorized the granting to Optionee of a nonstatutory stock option (“**Option**”) to purchase shares of common stock of the Company (“**Stock**”) upon the terms and conditions hereinafter stated and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the “**Securities Act**”) provided by Section 4(2) thereunder.

3. Shares; Price. The Company hereby grants to Optionee the right to purchase, upon and subject to the terms and conditions herein stated, the number of shares of Stock set forth in Section 1(c) above (the “**Shares**”) for cash (or other consideration as is authorized under the Plan and acceptable to the Board, in their sole and absolute discretion) at the price per Share set forth in Section 1(d) above (the “**Exercise Price**”).

4. Term of Option. This Option shall expire, and all rights hereunder to purchase the Shares, shall terminate five (5) years from the Date of Option. Nothing contained herein shall be construed to interfere in any way with the right of the Company to terminate Optionee as a consultant to the Company, or to increase or decrease the compensation paid to Optionee from the rate in effect as of the date hereof.

5. Vesting of Option. Subject to the provisions of Sections 7 and 8 hereof, the Option Shares shall vest in installments as follows:

This Option may be exercised for any or all Option Shares, at any time or times after an installment becomes vested and until expiration or termination of this Option.



6. Exercise. This Option shall be exercised by delivery to the Company of (a) written notice of exercise stating the number of Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached hereto as Appendix A, (b) a check or cash in the amount of the Exercise Price of the Shares covered by the notice (or such other consideration as has been approved by the Board of Directors consistent with the Plan) and (c) a written investment representation as provided for in Section 13 hereof. This Option shall not be assignable or transferable, except by will or by the laws of descent and distribution, and shall be exercisable only by Optionee during his or her lifetime.

7. Termination of Service. The termination of the Optionee's service as a consultant to the Company shall not impact the vesting of this Option pursuant to Section 5, and the Optionee shall have the right at any time within the term of this Option to exercise in whole or in part this Option to the extent, but only to the extent, that this Option is exercisable pursuant to Section 5; provided, however, if Optionee is terminated for reasons that would justify a termination of employment ("termination *for cause*," as that term is defined by the terms of the Plan or this Option Agreement or by any agreement between the Optionee and the Company, the vesting of this Option shall cease on the date of termination for cause and the Optionee's right to exercise all vested Shares covered by this Option shall be reduced to ninety (90) days after the date of termination for cause. Unless earlier terminated, all rights under this Option shall terminate in any event on the expiration date of this Option as defined in Section 4 hereof.

8. Reserved.

9. No Rights as Shareholder. Optionee shall have no rights as a shareholder with respect to the Shares covered by any installment of this Option until the effective date of the issuance of shares following exercise of this to Option, and no adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate or certificates are issued except as provided in Section 10 hereof.

10. Recapitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by this Option, and the Exercise Price thereof, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a subdivision or consolidation of shares or the payment of a stock dividend, or any other increase or decrease in the number of such shares effected without receipt of consideration by the Company; provided however that the conversion of any convertible securities of the Company shall not be deemed having been "effected without receipt of consideration by the Company."

In the event of a proposed dissolution or liquidation of the Company, a merger or consolidation in which the Company is not the surviving entity, or a sale of all or substantially all of the assets or capital stock of the Company (collectively, a "**Reorganization**"), this Option shall terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board; provided, however, if Optionee shall be a consultant at the time such Reorganization is approved by the stockholders, Optionee shall have the right to exercise this Option but only to the extent, that this Option was exercisable as of such date, for a period beginning 30 days prior to the consummation of such Reorganization and ending as of the Reorganization or the expiration of this Option, whichever is earlier, subject to the consummation of the Reorganization. In any event, the Company shall notify Optionee, at least 30 days prior to the consummation of such Reorganization, of his exercise rights, if any, and that the Option shall terminate upon the consummation of the Reorganization.

Subject to any required action by the shareholders of the Company, if the Company shall be the surviving entity in any merger or consolidation, this Option thereafter shall pertain to and apply to the securities to which a holder of Shares equal to the Shares subject to this Option would have been entitled by reason of such merger or consolidation, and the vesting provisions of Section 5 shall continue to apply.

In the event of a change in the shares of the Company as presently constituted, which is limited to a change of all of its authorized Stock without par value into the same number of shares of Stock with a par value, the shares resulting from any such change shall be deemed to be the Shares within the meaning of this Option.

To the extent that the foregoing adjustments relate to shares or securities of the Company, such adjustments shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as hereinbefore expressly provided, Optionee shall have no rights by reason of any subdivision or consolidation of shares of Stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class, and the number and price of Shares subject to this Option shall not be affected by, and no adjustments shall be made by reason of, any dissolution, liquidation, merger, consolidation or sale of assets or capital stock, or any issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class.

The grant of this Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes in its capital or business structure or to merge, consolidate, dissolve or liquidate or to sell or transfer all or any part of its business or assets.

11. Taxation upon Exercise of Option. Optionee understands that, upon exercise of this Option, Optionee will recognize income, for Federal and state income tax purposes, in an amount equal to the amount by which the fair market value of the Shares, determined as of the date of exercise, exceeds the Exercise Price. The acceptance of the Shares by Optionee shall constitute an agreement by Optionee to report such income in accordance with then applicable law and to cooperate with Company in establishing the amount of such income and corresponding deduction to the Company for its income tax purposes. Withholding for federal or state income and employment tax purposes will be made, if and as required by law, from Optionee's then current compensation, or, if such current compensation is insufficient to satisfy withholding tax liability, the Company may require Optionee to make a cash payment to cover such liability as a condition of the exercise of this Option.

12. Modification, Extension and Renewal of Options. The Board or Committee, as described in the Plan, may modify, extend or renew this Option or accept the surrender thereof (to the extent not theretofore exercised) and authorize the granting of a new option in substitution thereof (to the extent not theretofore exercised), subject at all times to the Plan and the Code. Notwithstanding the foregoing provisions of this Section 12, no modification shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights of Optionee hereunder.

13. Investment Intent; Restrictions on Transfer.

(a) Optionee represents and agrees that if Optionee exercises this Option in whole or in part, Optionee will in each case acquire the Shares upon such exercise for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof; and that upon such exercise of this Option in whole or in part, Optionee (or any person or persons entitled to exercise this Option under the provisions of Sections 7 and 8 hereof) shall furnish to the Company a written statement to such effect, satisfactory to the Company in form and substance. If the Shares represented by this Option are registered under the Securities Act, either before or after the exercise of this Option in whole or in part, the Optionee shall be relieved of the foregoing investment representation and agreement and shall not be required to furnish the Company with the foregoing written statement.

(b) Optionee further represents that Optionee has had access to the financial statements or books and records of the Company, has had the opportunity to ask questions of the Company concerning its business, operations and financial condition, and to obtain additional information reasonably necessary to verify the accuracy of such information.

(c) Unless and until the Shares represented by this Option are registered under the Securities Act, all certificates representing the Shares and any certificates subsequently issued in substitution therefor and any certificate for any securities issued pursuant to any stock split, share reclassification, stock dividend or other similar capital event shall bear legends in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE 'SECURITIES ACT') OR UNDER THE APPLICABLE OR SECURITIES LAWS OF ANY STATE. NEITHER THESE SECURITIES NOR ANY INTEREST THEREIN MAY BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE SECURITIES LAWS OF ANY STATE, UNLESS PURSUANT TO EXEMPTIONS THEREFROM.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED PURSUANT TO THAT CERTAIN NONSTATUTORY STOCK OPTION AGREEMENT DATED \_\_\_\_\_ BETWEEN THE COMPANY AND THE ISSUEE WHICH RESTRICTS THE TRANSFER OF THESE SHARES WHICH ARE SUBJECT TO REPURCHASE BY THE COMPANY UNDER CERTAIN CONDITIONS.

and/or such other legend or legends as the Company and its counsel deem necessary or appropriate. Appropriate stop transfer instructions with respect to the Shares have been placed with the Company's transfer agent.

14. Stand-off Agreement. Optionee agrees that, in connection with any registration of the Company's securities under the Securities Act, and upon the request of the Company or any underwriter managing an underwritten offering of the Company's securities, Optionee shall not sell, short any sale of, loan, grant an option for, or otherwise dispose of any of the Shares (other than Shares included in the offering) without the prior written consent of the Company or such managing underwriter, as applicable, for a period of up to one year following the effective date of registration of such offering.

15. Reserved

16. Notices. Any notice required to be given pursuant to this Option or the Plan shall be in writing and shall be deemed to be delivered upon receipt or, in the case of notices by the Company, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to Optionee at the address last provided by Optionee for use in Company records related to Optionee.

17. Agreement Subject to Plan; Applicable Law. This Option is made pursuant to the Plan and shall be interpreted to comply therewith. A copy of such Plan is available to Optionee, at no charge, at the principal office of the Company. Any provision of this Option inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. This Option has been granted, executed and delivered in the State of Nevada, and the interpretation and enforcement shall be governed by the laws thereof and subject to the exclusive jurisdiction of the courts therein.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the parties hereto have executed this Option as of the date first above written.

**ONDAS HOLDINGS INC.**

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

**PARTICIPANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Appendix A**

NOTICE OF EXERCISE

**ONDAS HOLDINGS INC.**

Re: Nonstatutory Stock Option

Notice is hereby given pursuant to Section 6 of my Nonstatutory Stock Option Agreement that I elect to purchase the number of shares set forth below at the exercise price set forth in my option agreement:

Nonstatutory Stock Option Agreement dated: \_\_\_\_\_

Number of shares being purchased: \_\_\_\_\_

Exercise Price: \$ \_\_\_\_\_

A check in the amount of the aggregate price of the shares being purchased is attached.

I hereby confirm that such shares are being acquired by me for my own account for investment purposes, and not with a view to, or for resale in connection with, any distribution thereof. I will not sell or dispose of my Shares in violation of the Securities Act of 1933, as amended, or any applicable federal or state securities laws.

I agree to provide to the Company such additional documents or information as may be required pursuant to the Company's 2018 Incentive Stock Plan.

By: \_\_\_\_\_  
*(signature)*

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



## ONDAS HOLDINGS ANNOUNCES THOMAS BUSHEY AS PRESIDENT AND DIRECTOR

SUNNYVALE, Calif., June 3, 2020 - Ondas Holdings Inc. (OTCQB: ONDS), through its wholly owned subsidiary, Ondas Networks Inc., a developer of private licensed wireless data networks for mission-critical industrial markets (the "Company"), announced today that Thomas Bushey joined the Company as President. Mr. Bushey will support the Company's growth strategy to build and grow industrial IOT solutions for critical infrastructure industries. Mr. Bushey was also appointed to the Company's Board of Directors effective today. Stewart Kantor, who previously served as President of the Company, will continue in his role as Chief Financial Officer.

Mr. Bushey brings a wealth of experience from his 20-year career as a successful investor and capital allocator, most recently as founder of Sunderland Capital, a Boston investment company. He will partner with the Company's Chief Executive Officer, Eric Brock, to manage the growth of Ondas Networks. In addition to management responsibilities, Mr. Bushey will identify and evaluate new opportunities that will allow the Company to further leverage the value of its standards-based MC-IoT connectivity platform.

"We are delighted to have Tom join the Ondas team at such an important juncture of our business development," said Mr. Brock, CEO of Ondas Holdings. "Tom is a sophisticated and experienced investor bridging both the public and private capital markets and has exceptional business acumen. In addition, he brings deep strategic networks that will prove invaluable as we partner to build Ondas."

"I am very excited to be a part of the Ondas team," said Mr. Bushey. "Ondas Networks has established its standards-based FullMAX platform as the leading connectivity solution for mission critical ("MC-IoT") applications. I look forward to working with the entire Ondas team, and our partners like Siemens Mobility, to leverage our platform that will define the market in the years ahead. We see a tremendous opportunity to maximize the long-term value for stockholders of Ondas Holdings."

Mr. Bushey earned a B.S in Economics from the Wharton School of the University of Pennsylvania. Prior to founding Sunderland Capital in 2015, he was a portfolio manager at Blackrock. Previously he worked as an investment banker at Credit Suisse, as a private equity professional at Thayer Capital, and as a hedge fund analyst at Millennium Partners.

### **About Ondas Holdings Inc.**

Ondas Holdings Inc., through its wholly owned subsidiary, Ondas Networks Inc., is a developer of private licensed wireless data networks for mission-critical industrial markets. The Company designs and manufactures its multi-patented, Software Defined Radio (SDR) platform for Mission Critical IoT (MC-IoT) applications. Ondas Networks' customer end markets include utilities, oil and gas, transportation, and government entities whose demands span a wide range of mission critical applications that require secure communications over large and diverse geographical areas, many of which are within challenging radio frequency environments. Customers use the Company's SDR technology to deploy their own private licensed broadband wireless networks. The Company also offers mission-critical entities the option of a managed network service. Ondas Networks' SDR technology supports IEEE 802.16s, the new worldwide standard for private licensed wide area industrial networks. For additional information, visit [www.ondas.com](http://www.ondas.com), [www.otcmarkets.com](http://www.otcmarkets.com) or follow Ondas Networks on Twitter and LinkedIn.

### **Forward Looking Statements**

Statements made in this release that are not statements of historical or current facts are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. We caution readers that forward-looking statements are predictions based on our current expectations about future events. These forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and assumptions that are difficult to predict. Our actual results, performance, or achievements could differ materially from those expressed or implied by the forward-looking statements as a result of a number of factors, including, the risks discussed under the heading "RISK FACTORS" in our Annual Report on Form 10-K filed with the Securities and Exchange Commission (SEC) on March 13, 2020, and in our other filings with the SEC. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise that occur after that date, except as required by law.

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