As filed with the Securities and Exchange Commission on April 1, 2026

Registration Statement No. 333−

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

FORM S-8

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

ONDAS INC.
(Exact name of registrant as specified in its charter)

Nevada	**47-2615102**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
222 Lakeview Avenue, Suite 800, West Palm Beach, Florida	**33401**
(Address of Principal Executive Offices)	(Zip Code)

Ondas Inc. Restricted Stock Unit Inducement Awards
Ondas Inc. Option Inducement Awards
(Full title of the plan)

Eric A. Brock
Chairman and Chief Executive Officer
Ondas Inc.
222 Lakeview Avenue, Suite 800
West Palm Beach, Florida 33401
(Name and address of agent for service)

(888) 350-9994
(Telephone number, including area code, of agent for service)

With a copy to:

Christina C. Russo
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, Florida 33131
Telephone: (305) 374-5600

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☐

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

This Registration Statement will become effective upon filing in accordance with Rule 462(a) under the Securities Act.

EXPLANATORY NOTE

Ondas Inc. (the "Company") is filing this Registration Statement on Form S-8 ("Registration Statement") in connection with the acquisition of World View Enterprises Inc., a Delaware corporation ("World View"). Pursuant to that certain Agreement and Plan of Merger (the "Agreement"), dated March 23, 2026, by and among the Company, Wassaic Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), World View, and Fortis Advisors LLC, a Delaware limited liability company, in its capacity as the Representative (as defined in the Agreement), Merger Sub merged with and into World View with World View surviving as a wholly owned subsidiary of the Company (the "Merger"). The effective date of the Merger was April 1, 2026.

This Registration Statement registers an aggregate of 4,054,934 shares of common stock of the Company ("Common Stock") issuable upon vesting of restricted stock units (the "Restricted Stock Unit Inducement Awards") and vesting and exercise of options (the "Option Inducement Awards") granted to World View employees as an inducement to employment with the Company following the Merger pursuant to Nasdaq Listing Rule 5635(c)(4). This Registration Statement shall also cover any additional shares of Common Stock that become issuable by reason of any stock dividend, stock split, recapitalization or other similar transaction that results in an increase in the number of outstanding shares of Common Stock.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information required by Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). In accordance with Rule 428(b)(1) and the requirements of Part I of Form S-8, these documents are not required to be filed with the Securities and Exchange Commission (the "SEC"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the SEC by us pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated by reference in this Registration Statement, other than information furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K:

- Our Annual Report on Form 10–K for the fiscal year ended December 31, 2025, filed with the SEC on March 30, 2026;
- The Current Reports on Form 8–K filed with the SEC on January 2, 2026, January 2, 2026, January 5, 2026, January 5, 2026, January 8, 2026, January 12, 2026, January 12, 2026, January 16, 2026 (as to Items 5.02 and 5.03), January 20, 2026, January 22, 2026, January 23, 2026, January 27, 2026, January 30, 2026 (as to Item 5.02), February 2, 2026, February 12, 2026, February 13, 2026, March 2, 2026, March 5, 2026, March 9, 2026 (as to Items 1.01, 3.02 and 8.01), March 11, 2026, March 16, 2026, March 16, 2026, March 17, 2026, March 18, 2026, March 18, 2026, March 20, 2026, March 23, 2026 (as to Items 1.01, 3.02 and 8.01) and March 26, 2026; and
- The description of the Company's Common Stock contained in the Company's Registration Statement on Form 8-A, filed with the SEC on December 3, 2020, as updated by the description of capital stock contained in Exhibit 4.6 to the Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on March 30, 2026.

In addition, all documents filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, other than information furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K, subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

We will provide to you, upon request, a copy of each of our filings at no cost. Please make your request by writing or telephoning us at the following address or telephone number:

Ondas Inc.
222 Lakeview Avenue, Suite 800,
West Palm Beach, FL 33401
Attention: Eric Brock
Telephone: (888) 350-9994

You should rely only on the information incorporated by reference or provided in this prospectus or any supplement. We have not authorized anyone else to provide you with different information. You should not assume that the information in this prospectus or any supplement is accurate as of any date other than the date on the front of those documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The NRS provide that:

- a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he or she is not liable for a breach of any fiduciary duty pursuant to NRS 78.138, he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful;

- a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she is not liable for a breach of any fiduciary duty pursuant to NRS 78.138, he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper; and

- to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, the corporation must indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

The NRS provide that we may make any discretionary indemnification only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

- by the stockholders;
- by the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;
- if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion;
- if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion; or
- by court order.

The NRS provide that a corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

We also maintain a general liability insurance policy, which covers certain liabilities of directors and officers of our company arising out of claims based on acts or omissions in their capacities as directors or officers.

Exclusive Jurisdiction of Certain Actions

Unless we consent in writing to the selection of an alternative forum, the Eighth Judicial District Court of Clark County of the State of Nevada (the "Court") shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company, any director or the Company's officers or employees arising pursuant to any provision of the NRS, Chapters 78 or 92A of the NRS or our Amended and Restated Articles of Incorporation or our Bylaws, or (iv) any action asserting a claim against the Company, any director or the Company's officers or employees governed by the internal affairs doctrine. However, each of these clauses (i) through (iv) will not apply to any claim (x) as to which the Court determines that there is an indispensable party not subject to the jurisdiction of the Court (and the indispensable party does not consent to the personal jurisdiction of the Court within ten (10) days following such determination), (y) for which the Court does not have subject matter jurisdiction, or (z) which is vested in the exclusive jurisdiction of a court or forum other than the Court, including pursuant to Section 27 of the Exchange Act, which provides for exclusive federal jurisdiction over suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act provides for concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, and as such the exclusive jurisdiction clauses set forth above would not apply to such suits.

Although we believe these provisions benefit us by providing increased consistency in the application of Nevada law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers. Any person or entity purchasing or otherwise acquiring any interest in our shares of capital stock shall be deemed to have notice of and consented to this exclusive forum provision, but will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

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

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
3.1	Amended and Restated Articles of Incorporation of the Registrant, dated September 28, 2018 (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on October 4, 2018).
3.2	Amended and Restated Bylaws of the Registrant, dated January 16, 2026 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on January 16, 2026).
3.3	Certificate of Designation (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on August 17, 2020).
3.4	Certificate of Change (incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on November 13, 2020).

3.5	Certificate of Amendment, filed on October 31, 2023 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on October 31, 2023).
3.6	Certificate of Amendment, filed on May 12, 2025 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on May 12, 2025).
3.7	Certificate of Amendment, filed on November 20, 2025 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on November 20, 2025).
3.8	Certificate of Amendment, filed on January 16, 2026 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on January 16, 2026).
4.1	Form of Inducement Award Grant Restricted Stock Unit Agreement.*
4.2	Form of Inducement Award Grant Option Agreement.*
5.1	Opinion of Snell & Wilmer L.L.P. (Nevada counsel).*
23.1	Consent of Snell & Wilmer L.L.P. (Nevada counsel) (included with Exhibit 5.1).*
23.2	Consent of Rosenberg Rich Baker Berman, P.A.*
23.3	Consent of Brightman Almagor Zohar & Co.*
24.1	Power of Attorney (included with signature page on this Form S-8)*
107	Filing Fee Table.*

* Filed herewith

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

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

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

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

   iii. To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of West Palm Beach, State of Florida, on this 1st day of April, 2026.

ONDAS INC.

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

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Eric A. Brock and Neil J. Laird, and each of them, his or her true and lawful attorneys-in-fact and agents, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Eric A. Brock Eric A. Brock	Chairman, Chief Executive Officer, and President (Principal Executive Officer)	April 1, 2026
/s/ Neil J. Laird Neil J. Laird	Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	April 1, 2026
/s/ Richard M. Cohen Richard M. Cohen	Director	April 1, 2026
/s/ Randall P. Seidl Randall P. Seidl	Director	April 1, 2026
/s/ Jaspreet Sood Jaspreet Sood	Director	April 1, 2026

FORM OF ONDAS INC.
RESTRICTED STOCK UNIT
INDUCEMENT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT INDUCEMENT AWARD AGREEMENT (this "Agreement"), is made and effective as of this [INSERT] day of April, 2026 (the "Grant Date"), by and between Ondas Inc., a Nevada corporation (the "Company"), and [ ] ("Participant").

W I T N E S E T H:

WHEREAS, the Company desires to grant the Participant restricted stock units related to the Company's common stock, $0.01 par value per share (the "Stock") as an inducement to employment with the Company (or any of its subsidiaries) and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF RESTRICTED STOCK UNITS

Subject to the terms and conditions of this Agreement, effective as of the Grant Date, the Company hereby grants to the Participant the right to receive[ ] ([ ]) shares of Stock, upon the satisfaction of certain conditions outlined in this Agreement (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. These Restricted Stock Units are intended to constitute an "employment inducement award" and to be exempt from shareholder approval requirements under Rule 5635(c)(4) of the Nasdaq Listing Rules, and this Agreement and the terms and conditions of the Restricted Stock Units will be interpreted consistent with such intent.

2. VESTING

No Stock shall be issued pursuant to the unvested Restricted Stock Units. Except as otherwise provided for in this Agreement, the Restricted Stock Units shall vest only upon the satisfaction of the vesting requirements set forth below, provided that the Participant is providing Continuous Service on the applicable vesting date:

[INSERT VESTING CONDITIONS]

[Except as may otherwise be provided in the Participant's employment agreement or other agreement between the Company or its affiliates and the Participant, if the Participant's Continuous Service terminates for any reason or no reason prior to the applicable vesting dates above, any unvested Restricted Stock Units shall be automatically forfeited without payment on such termination date and neither the Company nor any Affiliate shall have any further obligations to the Participant under this Agreement. In the event that the Participant engages in any Detrimental Activity, all Restricted Stock Units shall be immediately and automatically forfeited.]

[Except as may otherwise be provided in the Participant's employment agreement or other agreement between the Company or its affiliates and the Participant, in the event of a Change in Control, the Committee may, in its sole discretion, provide that some or all of the Restricted Stock Units shall be immediately vested upon the consummation of such Change in Control.]

"Cause" shall mean a termination of employment or other service due to the Participant's dishonesty, fraud, insubordination, willful misconduct, refusal to perform services (for any reason other than illness or incapacity) or materially unsatisfactory performance of the Participant's duties for the Company; *provided, however,* that if the Participant and the Company or its affiliate have entered into an employment agreement or consulting agreement which defines the term Cause, the term Cause shall be defined in accordance with such agreement. The Committee shall determine in its sole and absolute discretion whether Cause exists for purposes of this Agreement.

"Continuous Service" means that the Participant's service with the Company or an affiliate, whether as an employee, consultant, or director, is not interrupted or terminated. The Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or an affiliate as an employee, consultant, or director or a change in the entity for which the Participant renders such service, provided, that, there is no interruption or termination of the Participant's Continuous Service. The Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") or its delegate, in its sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave, or any other personal or family leave of absence.

"Change in Control" shall be deemed to occur upon the occurrence of any of the following: (a) any "person" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of common stock of the Company), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; (b) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this definition) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; (c) consummation of a merger, consolidation, reorganization, or other business combination of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person acquires more than twenty-five percent (25%) of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or (d) the shareholders of the Company approve a plan of complete liquidation of the Company, and such liquidation occurs, or the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

However, to the extent that Section 409A would cause an adverse tax consequence to a Participant using the above definition, the term "Change in Control" shall have the meaning ascribed to the phrase "Change in the Ownership or Effective Control of a Corporation or in the Ownership of a Substantial Portion of the Assets of a Corporation" under 26 C.F.R. 1.409A-3(i)(5), as revised from time to time.

"Detrimental Activity" means any of the following: (a) the disclosure to anyone outside the Company and its affiliates, or the use in other than the Company's or its affiliates' business, without written authorization from the Company, of any confidential information or proprietary information, relating to the business of the Company and its affiliates, acquired by the Participant prior to a termination of the Participant's Continuous Service; (b) activity while employed or providing services that is classified by the Company as

a basis for a termination for Cause; (c) the Participant's disparagement, or inducement of others to do so, of the Company, its affiliates, or its past or present officers, directors, employees or services; or (d) any other conduct or act determined by the Committee, in its sole discretion, to be injurious, detrimental or prejudicial to the interests of the Company. For purposes of subpart (a) above, the Board or Chief Executive Officer of the Company shall each have authority to provide the Participant with written authorization to engage in the activities contemplated thereby and no other person shall have authority to provide the Participant with such authorization.

3. DISTRIBUTION OF STOCK

Unless otherwise outlined in Section 2 above, 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 five (5) days following the vesting of any Restricted Stock Units.

4. MISCELLANEOUS

(a) Transferability. The Participant may not Transfer a Restricted Stock Unit other than by will or the laws of descent and distribution. No Restricted Stock Unit shall be liable for or subject to the debts, contracts, or liabilities of the Participant, nor shall any Restricted Stock Unit be subject to legal process or attachment for or against such person. Any purported Transfer of the Restricted Stock Units in contravention of this Agreement shall have no force or effect and shall be null and void, and the purported transferee of such Restricted Stock Units shall not acquire any rights with respect to such Restricted Stock Units. "Transfer" means any direct or indirect, voluntary or involuntary, exchange, sale, bequeath, pledge, mortgage, hypothecation, encumbrance, distribution, transfer, gift, assignment or other disposition or attempted disposition of any Restricted Stock Units.

(b) Status as a Shareholder. Participant shall have no rights of a shareholder, including voting and dividend rights, with respect to the Restricted Stock Units until the Stock is issued to him or her pursuant to Section 3 above.

(c) 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.

(d) Entire Agreement; Amendments. Except as otherwise provided for in an employment agreement or other agreement by and between the Participant and the Company or its affiliate, this Agreement constitutes 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.

(e) 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.

(f) 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.

(g) Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of the Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company intends to file a registration statement with the Securities and Exchange Commission with respect to the Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason, the Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Stock or permit the resale of any shares of Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

(h) Adjustments. Upon the occurrence of any of the following events, the Participant's rights with respect to the Restricted Stock Units granted to him or her hereunder shall be adjusted as hereinafter provided: (i)(A) if the shares of Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any shares of Stock as a stock dividend on its outstanding Stock, or (B) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock, the Restricted Stock Units and the number of shares of Stock deliverable hereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made to reflect such events; (ii) if the Company is to be consolidated with or acquired by another entity in a merger, consolidation, sale of all or substantially all of the Company's assets or the acquisition of all of the outstanding voting stock of the Company in a single transaction or a series of related transactions other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), the Board (as hereinafter defined) or the board of directors of any entity assuming the obligations of the Company hereunder (the "Successor Board"), shall (A) make appropriate provision for the continuation of the Restricted Stock Units on the same terms and conditions by substituting on an equitable basis for the shares then subject to the Restricted Stock Units either the consideration payable with respect to the outstanding shares of Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity or (B), in lieu of (ii)(A), in connection with any Corporate Transaction, the Board may provide that, upon consummation of the Corporate Transaction, the Restricted Stock Units shall be terminated in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of shares of Stock comprising the Restricted Stock Units (to the extent the Restricted Stock Units are no longer subject to any forfeiture or repurchase rights then in effect or, at the discretion of the Board, all forfeiture and repurchase rights being waived upon such Corporate Transaction); (c) in the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation or other entity are issued with respect to the outstanding shares of Stock, a Participant upon accepting the Restricted Stock Units after the recapitalization or reorganization shall be entitled to receive for the price paid upon acceptance if any, the number of replacement securities which would have been received if the Restricted Stock Units had been accepted prior to such recapitalization or reorganization; (d) upon the dissolution or liquidation of the Company, the Restricted Stock Units shall immediately terminate unless otherwise determined by the Board.

Upon the happening of any of the events described in subparagraphs (a), (b), (c) or (d) above, the Restricted Stock Units (if outstanding) shall be appropriately adjusted to reflect the events described in such subparagraphs. The Board or the Successor Board shall determine the specific adjustments to be made under this section, including, but not limited to, the effect of any Corporate Transaction and its determination shall be conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to the Restricted Stock Units. Except as expressly provided herein, no adjustments shall be made for dividends paid in cash or in property (including without limitation, securities) of the Company prior to any issuance of shares pursuant to the Restricted Stock Units.

(i) Administration. The Board, unless it has delegated power to act on its behalf to the Committee, is authorized to: (i) interpret the provisions of this Agreement and the Restricted Stock Units and to make all rules and determinations which it deems necessary or advisable for the administration of the Restricted Stock Units; (ii) amend any term or condition of the Restricted Stock Units, provided that any such amendment shall not impair the rights of the Participant without the Participant's consent. Subject to the foregoing, the interpretation and construction by the Board of any provisions of the Restricted Stock Units shall be final. To the extent permitted under applicable law, the Board or the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any portion of its responsibilities and powers to any other person selected by it. The Board or the Committee may revoke any such allocation or delegation at any time.

(j) Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to the Restricted Stock Units or the shares of Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at vesting, the Company shall be entitled to immediate payment from the Participant of the amount of any tax or other amounts required to be withheld by the Company by applicable law or regulation. The Company shall not deliver any shares of Stock to the Participant until it is satisfied that all required withholdings have been made.

(k) Participant Acknowledgements and Authorizations. The Participant acknowledges the following: (i) the Company is not by virtue of the Restricted Stock Units obligated to continue the Participant as an employee of the Company or an Affiliate; (ii) the grant of the Restricted Stock Units is considered a one-time benefit and does not create a contractual or other right to receive any other award, benefits in lieu of awards or any other benefits in the future; (iii) future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any; (iv) the value of the Restricted Stock Units are an extraordinary item of compensation outside of the scope of the Participant's employment and the Restricted Stock Units are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (v) the future value of the shares of Stock is unknown and cannot be predicted with certainty; (vi) the Participant (A) authorizes the Company and each affiliate and any agent of the Company or any affiliate administering the Restricted Stock Units or providing recordkeeping services, to disclose to the Company or any of its affiliates such information and data as the Company or any such affiliate shall request in order to facilitate the grant of the Restricted Stock Units and the administration hereof; and (ii) authorizes the Company and each affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

(l) Notices. Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Ondas Inc.
222 Lakeview Avenue, Suite 800,
West Palm Beach, Florida 33401
Attention: Neil Laird, Chief Financial Officer, and Patrick Huston, Chief Operating Officer, General Counsel and Secretary
Email: [***]

with a copy to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131
Attention: Christina Russo
Email: [***]

If to the Participant: at the address set forth in the Company's records.

Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

(m) Assignment and Successors. This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(n) 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.

[Signatures on following page]

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

ONDAS INC.

By: _____
Name: Eric A. Brock
Title: Chief Executive Officer

PARTICIPANT:

_____
Name: _____
Address: _____

FORM OF ONDAS INC.
NON-QUALIFIED STOCK OPTION
INDUCEMENT AWARD AGREEMENT

THIS NON-QUALIFIED STOCK OPTION INDUCEMENT AWARD AGREEMENT (this "Agreement"), is made and effective as of this [INSERT] day of April, 2026 (the "Grant Date"), by and between Ondas Inc., a Nevada corporation (the 'Company"), and [ ] ("Participant").

W I T N E S E T H:

WHEREAS, the Company desires to grant the Participant a non-qualified stock option to purchase shares of the Company's common stock, $0.01 par value per share (the "Stock") as an inducement to employment with the Company (or any of its subsidiaries) and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF OPTION

Subject to the terms and conditions of this Agreement, effective as of the Grant Date, the Company hereby grants to the Participant an option to purchase an aggregate of **[ ] ([ ])** shares of Stock upon the satisfaction of certain conditions outlined in this Agreement (the 'Options"). Options will only be exercisable upon vesting of the Options and only upon the satisfaction of the terms and conditions set forth herein. These Options are intended to constitute an "employment inducement award" and to be exempt from shareholder approval requirements under Rule 5635(c)(4) of the Nasdaq Listing Rules, and this Agreement and the terms and conditions of the Options will be interpreted consistent with such intent.

2. EXERCISE PRICE

The "Exercise Price" of this Option shall be US $[ ] per share of Stock of the Company.

3. TERM AND VESTING OF OPTION

(a) Option Period. This Option shall terminate and all rights to purchase shares of Common Stock hereunder shall cease on the tenth anniversary of the Grant Date.

(b) Vesting. Subject to Section 5 and 6 hereof, this Option shall vest [ ]. 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. [Except as may otherwise be provided in the Participant's employment agreement or other agreement between the Company or its affiliates and the Participant, in the event of a Change in Control, the Committee may, in its sole discretion, provide that some or all of the Options shall be immediately vested and exercisable upon the consummation of such Change in Control.]

"Change in Control" shall be deemed to occur upon the occurrence of any of the following: (a) any "person" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of common stock of the Company), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; (b) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this definition) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; (c) consummation of a merger, consolidation, reorganization, or other business combination of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person acquires more than twenty-five percent (25%) of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or (d) the shareholders of the Company approve a plan of complete liquidation of the Company, and such liquidation occurs, or the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

However, to the extent that Section 409A would cause an adverse tax consequence to a Participant using the above definition, the term "Change in Control" shall have the meaning ascribed to the phrase "Change in the Ownership or Effective Control of a Corporation or in the Ownership of a Substantial Portion of the Assets of a Corporation" under 26 C.F.R. 1.409A-3(i)(5), as revised from time to time.

4. EXERCISE AND PAYMENT

(a) General. When the Option has vested and any other conditions to the exercise of an Option have been satisfied, Participant may exercise the Option only in accordance with the following provisions. Participant shall deliver to the Company a written notice stating that Participant is exercising the Option and specifying the number of shares of Stock which are to be purchased pursuant to the Option, and such notice shall be accompanied by payment in full of the Exercise Price of the shares of Common Stock for which the Option is being exercised.

(b) Payment of the Exercise Price. Payment of the Exercise Price for the shares of Stock purchased pursuant to the exercise of an Option shall be made by: [cash; certified or cashier's check; bank draft or money order; through a "cashless exercise sale and remittance procedure" pursuant to which the Participant shall concurrently provide irrevocable instructions (1) to a brokerage firm approved by the Committee to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purchased shares plus all applicable federal, state and local income, employment, excise, foreign and other taxes required to be withheld by the Company by reason of such exercise and (2) to Ondas to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale; or by any other method as may be permitted by the Committee and permitted by applicable law.

5. TERMINATION OF EMPLOYMENT

(a) General. Except as may otherwise be provided in the Participant's employment agreement or other agreement between the Company or its affiliates and the Participant, if the Participant's Continuous Service terminates for any reason or no reason prior to the applicable vesting dates in Section 3 of this Agreement, any unvested Options shall be automatically forfeited. In the event that the Participant engages in any Detrimental Activity, all Options (whether vested or unvested) shall be immediately and automatically forfeited.

(b) Termination Without Cause. Notwithstanding the provisions of the Plan, in the event that Participant's Continuous Service (including as a board member) with the Company and any of its subsidiaries for Cause or because of the Participant's death or disability, the Participant shall have (i) ninety (90) days to exercise the Option, or (ii) if earlier, until the expiration of the term of the Option.

(c) Termination Due to Death or Disability. In the event that Participant's termination of Continuous Service (including as a board member) with the Company and any of its subsidiaries is due to the death or disability of the Participant, the Participant shall have (i) 12-months to exercise the Option, or (ii) if earlier, until the expiration of the term of the Option.

(d) Termination for Cause. In the event the termination is for Cause, any Option held by Participant (whether vested or unvested) at the time of such termination shall be deemed to have terminated and expired upon the date of such termination.

"Cause" shall mean a termination of employment or other service due to the Participant's dishonesty, fraud, insubordination, willful misconduct, refusal to perform services (for any reason other than illness or incapacity) or materially unsatisfactory performance of the Participant's duties for the Company; *provided, however,* that if the Participant and the Company or its affiliate have entered into an employment agreement or consulting agreement which defines the term Cause, the term Cause shall be defined in accordance with such agreement. The Committee shall determine in its sole and absolute discretion whether Cause exists for purposes of this Agreement.

"Continuous Service" means that the Participant's service with the Company or an affiliate, whether as an employee, consultant, or director, is not interrupted or terminated. The Participant's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or an affiliate as an employee, consultant, or director or a change in the entity for which the Participant renders such service, provided, that, there is no interruption or termination of the Participant's Continuous Service. The Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") or its delegate, in its sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave, or any other personal or family leave of absence.

"Detrimental Activity" means any of the following: (a) the disclosure to anyone outside the Company and its affiliates, or the use in other than the Company's or its affiliates' business, without written authorization from the Company, of any confidential information or proprietary information, relating to the business of the Company and its affiliates, acquired by the Participant prior to a termination of the Participant's Continuous Service; (b) activity while employed or providing services that is classified by the Company as a basis for a termination for Cause; (c) the Participant's disparagement, or inducement of others to do so, of the Company, its affiliates, or its past or present officers, directors, employees or services; or (d) any other conduct or act determined by the Committee, in its sole discretion, to be injurious, detrimental or prejudicial to the interests of the Company. For purposes of subpart (a) above, the Board or Chief Executive Officer of the Company shall each have authority to provide the Participant with written authorization to engage in the activities contemplated thereby and no other person shall have authority to provide the Participant with such authorization.

6. MISCELLANEOUS

(a) 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.

(d) Entire Agreement; Amendments. Except as otherwise provided for in an employment agreement or other agreement by and between the Participant and the Company or its affiliate, this Agreement constitutes 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.

(e) 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.

(f) 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.

(g) Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of the Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company intends to file a registration statement with the Securities and Exchange Commission with respect to the Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason, the Participant will not be able to transfer or sell any of issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Stock or permit the resale of any shares of Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

(h) Adjustments. Upon the occurrence of any of the following events, the Participant's rights with respect to the Options granted to him or her hereunder shall be adjusted as hereinafter provided: (i)(A) if the shares of Stock shall be subdivided or combined into a greater or smaller number of shares or if the Company shall issue any shares of Stock as a stock dividend on its outstanding Stock, or (B) additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock, the Options and Stock deliverable hereunder shall be appropriately increased or decreased proportionately, and appropriate adjustments shall be made to reflect such events; (ii) if the Company is to be consolidated with or acquired by another entity in a merger, consolidation, sale of all or substantially all of the Company's assets or the acquisition of all of the outstanding voting stock of the Company in a single transaction or a series of related transactions other than a transaction to merely change the state of incorporation (a "Corporate Transaction"), the Board (as hereinafter defined) or the board of directors of any entity assuming the

obligations of the Company hereunder (the "Successor Board"), shall (A) make appropriate provision for the continuation of the Options on the same terms and conditions by substituting on an equitable basis for the shares then subject to the Options either the consideration payable with respect to the outstanding shares of Stock in connection with the Corporate Transaction or securities of any successor or acquiring entity or (B), in lieu of (ii)(A), in connection with any Corporate Transaction, the Board may provide that, upon consummation of the Corporate Transaction, the Options shall be terminated in exchange for payment of an amount equal to the consideration payable upon consummation of such Corporate Transaction to a holder of the number of shares of Stock comprising the Options (to the extent the Options are no longer subject to any forfeiture or repurchase rights then in effect or, at the discretion of the Board, all forfeiture and repurchase rights being waived upon such Corporate Transaction); (c) in the event of a recapitalization or reorganization of the Company other than a Corporate Transaction pursuant to which securities of the Company or of another corporation or other entity are issued with respect to the outstanding shares of Stock, a Participant upon accepting the Options after the recapitalization or reorganization shall be entitled to receive for the price paid upon acceptance if any, the number of replacement securities which would have been received if the Options had been accepted prior to such recapitalization or reorganization; (d) upon the dissolution or liquidation of the Company, the Options shall immediately terminate unless otherwise determined by the Board.

Upon the happening of any of the events described in subparagraphs (a), (b), (c) or (d) above, the Options (if outstanding) shall be appropriately adjusted to reflect the events described in such subparagraphs. The Board or the Successor Board shall determine the specific adjustments to be made under this section, including, but not limited to, the effect of any Corporate Transaction and its determination shall be conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to the Options. Except as expressly provided herein, no adjustments shall be made for dividends paid in cash or in property (including without limitation, securities) of the Company prior to any issuance of shares pursuant to the Options.

(i) Administration. The Board, unless it has delegated power to act on its behalf to the Committee, is authorized to: (i) interpret the provisions of this Agreement and the Options and to make all rules and determinations which it deems necessary or advisable for the administration of the Options; (ii) amend any term or condition of the Options, provided that any such amendment shall not impair the rights of the Participant without the Participant's consent. Subject to the foregoing, the interpretation and construction by the Board of any provisions of the Options shall be final. To the extent permitted under applicable law, the Board or the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any portion of its responsibilities and powers to any other person selected by it. The Board or the Committee may revoke any such allocation or delegation at any time.

(j) Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to the Options or the shares of Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at exercise, the Company shall be entitled to immediate payment from the Participant of the amount of any tax or other amounts required to be withheld by the Company by applicable law or regulation. The Company shall not deliver any shares of Stock to the Participant until it is satisfied that all required withholdings have been made.

(k) Participant Acknowledgements and Authorizations. The Participant acknowledges the following: (i) the Company is not by virtue of the Options obligated to continue the Participant as an employee of the Company or an Affiliate; (ii) the grant of the Options is considered a one-time benefit and does not create a contractual or other right to receive any other award, benefits in lieu of awards or any other benefits in the future; (iii) future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any; (iv) the value of the Options are an extraordinary item of compensation outside of the scope of the Participant's employment and the Options are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (v) the future value of the shares of Stock is unknown and cannot be predicted with certainty; (vi) the Participant (A) authorizes the Company and each affiliate and any agent of the Company or any affiliate administering the Options or providing recordkeeping services, to disclose to the Company or any of its affiliates such information and data as the Company or any such affiliate shall request in order to facilitate the grant of the Options and the administration hereof; and (ii) authorizes the Company and each affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

(l) Notices. Any notices required or permitted by the terms of this Agreement shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

Ondas Inc.
222 Lakeview Avenue, Suite 800,
West Palm Beach, Florida 33401
Attention: Neil Laird, Chief Financial Officer, and Patrick Huston, Chief Operating Officer, General Counsel and Secretary
Email: [***]

with a copy to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131
Attention: Christina Russo
Email: [***]

If to the Participant: at the address set forth in the Company's records.

Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

(m) Assignment and Successors. This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(n) 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.

[Signatures on following page]

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

ONDAS INC.

By: _____
Name: Eric A. Brock
Title: Chief Executive Officer

PARTICIPANT:

_____
Name:
Address:

Exhibit 5.1

Snell & Wilmer L.L.P.
1700 S. Pavilion Center Drive, Suite 700
Las Vegas, NV 89135
TELEPHONE: 702.784.5200
FACSIMILE: 702.784.5252

April 1, 2026

Ondas Inc.
222 Lakeview Avenue,
Suite 800,
West Palm Beach, FL 33401

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special Nevada counsel to Ondas Inc., a Nevada corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-8 on the date hereof (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the registration and sale by the Company of an aggregate of 4,054,934 shares (the "Shares") of common stock, par value $0.0001 per share, of the Company (the "Common Stock"), to be issued pursuant to awards (the "Awards") to be granted to employees of World View Enterprises, Inc. ("World View") as an inducement to employment with the Company pursuant to Nasdaq Listing Rule 5635(c)(4), issued pursuant to that certain Merger Agreement (the "Agreement"), dated as of March 23, 2026, by and among the Company, Wassaic Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of the Company, World View Enterprises Inc., a Delaware corporation, and Fortis Advisors LLC, a Delaware limited liability company in its capacity as the Representative (as defined in the Agreement).

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act in connection with the filing of the Registration Statement. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the Registration Statement.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have relied upon and examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"): (i) the Registration Statement and exhibits hereto; (ii) the Amended and Restated Articles of Incorporation of the Company, as amended, as currently in effect, certified as of the date hereof by an officer of the Company; (iii) the Amended and Restated Bylaws of the Company as currently in effect, certified as of the date hereof by an officer of the Company; (iv) the Certificate of Existence with Status in Good Standing, certified by the Secretary of State of the State of Nevada, dated as of a recent date; (v) the Resolutions adopted by the compensation committee of board of directors of the Company (the "Board") and the Board relating to the approval of the Awards and the Registration Statement and the authorization of the issuance and registration of the Shares pursuant to the Awards, certified as of the date hereof by an officer of the Company; (iv) a specimen of the current form of stock certificate representing shares of the Company's Common Stock, certified as of the date hereof by an officer of the Company; (vii) a certificate executed by an officer of the Company, dated April 1, 2026; and (viii) such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein. We have also reviewed such matters of law as we considered necessary or appropriate as a basis for the opinion set forth below.

In expressing the opinion set forth below, we have assumed the following:

A. Each individual executing any of the Documents, whether on behalf of such individual or any other person, is legally competent to do so.

B. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all such Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that the issuance of the Shares has been duly authorized, and that when the Shares are issued and delivered by the Company upon full payment for the Shares in accordance with the terms of each of the Awards and the Agreement, such Shares will be validly issued, fully paid and nonassessable shares of Common Stock.

We render this opinion only with respect to the general corporate law of the State of Nevada as set forth in Chapter 78 of the Nevada Revised Statutes. We neither express nor imply any obligation with respect to any other laws or the laws of any other jurisdiction or of the United States. For purposes of this opinion, we assume that the Shares will be issued in compliance with all applicable state securities or blue sky laws.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof. Without limiting the generality of the foregoing, we neither express nor imply any opinion regarding the contents of the Registration Statement, other than as expressly stated herein with respect to the Shares.

This opinion letter is furnished in connection with the filing of the Registration Statement and may not be relied upon for any other purpose without our prior written consent in each instance. Further no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Snell & Wilmer L.L.P.

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Ondas Inc. of our report dated March 30, 2026 on our audit of the financial statements of Ondas Inc. as of and for the years ended December 31, 2025 and 2024.

/s/ Rosenberg Rich Baker Berman, P.A.

Somerset, New Jersey

April 1, 2026

Exhibit 23.3

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Ondas Inc. of our report dated January 8, 2026, relating to the consolidated financial statements of Sentry CS Ltd. as of and for the year ended December 31, 2024 included in the Current Report on Form 8-K/A of Ondas Inc. dated January 27, 2026.

/s/ Brightman Almagor Zohar & Co.

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

Tel Aviv, Israel

April 1, 2026

Ex-Filing Fees

CALCULATION OF FILING FEE TABLES

S-8

ONDAS INC.

Table 1: Newly Registered Securities

Security Type	Security Class Title	Notes	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, $0.0001 par value	(1)	Other	4,054,934	$ 8.30	$ 33,655,952.20	0.0001381	$ 4,647.89
					Total Offering Amounts:	$ 33,655,952.20		4,647.89
					Total Fee Offsets:			0.00
					Net Fee Due:			$ 4,647.89

Offering Note(s)

(1) This Registration Statement on Form S-8 (this "Registration Statement") covers shares of common stock, par value $0.0001 per share ("Common Stock"), of Ondas Inc. pursuant to Ondas Inc.'s restricted stock unit inducement awards and option awards to 26 new employees. Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of Common Stock that become issuable in respect of such securities by reason of any stock dividend, stock split, recapitalization or other similar transaction.

Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(h) under the Securities Act. The proposed maximum offering price per share, maximum aggregate offering price and registration fee are based on a price of $8.30 per share of Common Stock, which price is an average of the high and low sales prices of the Common Stock as reported on the Nasdaq Stock Market on March 30, 2026.