RNS Number : 8941V
MTI Wireless Edge Limited
05 February 2025

February 2025

MTI Wireless Edge Ltd

("**MTI**" or the "**Company**")

Notice of shareholder meetings

MTI Wireless Edge Ltd. (AIM: MWE), the technology group focused on comprehensive communication and radio frequency solutions across multiple sectors, is pleased to announce that it will be holding its Annual General Meeting (the "**AGM**") and an extraordinary general meeting of the Company (the "**EGM**"; together the "**General Meetings**") at 14.00 hrs (London time) on 18 March 2025. The General Meetings will be held at the offices of Allenby Capital Limited, 5 St Helen's Place, London, EC3A 6AB for the purpose of:

AGM

1. the presentation of the 2024 financial reports;
2. re-electing Mr. Zvi Borovitz as chairman of the Company;
3. re-electing Mr Moni Borovitz, the Company's CEO, as a director of the Company;
4. re-electing Mr Dov Feiner, the Company's antenna division General Manager, as a director of the Company;
5. re-electing Mr David Yariv as a non-executive director of the Company;
6. re-electing Mr. Michael Yehezkel Karo as a non-executive director of the Company; and
7. re-appointing BDO Israel LLP as the Company's auditors for the year ending 31 December 2025 and authorizing the directors to determine the auditors' remuneration for such year in accordance with the recommendation of the Audit Committee.

EGM

8. re-electing Mr. Luke Ahern as external director for an additional three years;
9. approving an updated Remuneration Policy for a period of three years or for a longer period, to the extent prescribed in the provisions of the Israeli Companies Law- 1999 (the "**Israeli Companies Law**"), without material changesto its key terms,except in relation to theindemnificationand insurance of officers liability sections(attached to this announcement as schedule A)(the "**2025 Remuneration Policy**");
10. approval of a new deed of indemnification (attached to this announcement as schedule B) (the "**Deed**") in accordance with the 2025 Remuneration Policy, and granting the Deed to all directors and officers of the Company, including the existing directors and officers who had the deed of indemnification in its prior version;
11. subject to the approval of resolution 9 (approval of the 2025Remuneration Policy),approval to extend the management services agreement (the "**Management Services Agreement**"), summarized in Schedule C to this announcement,between the Company and Mokirei Aya Management (2003) Ltd. (the "**Management Company**") for the provision of the services of the Chairman and CEO of the Companyfor a further three years or for a longer period, to the extent prescribed in the provisions of the Israeli Companies Law, with effect from 1 March 2025;
12. subject to the approval of resolutions 9, 10 and 11, approval of the granting of the Deedto Mr. Zvi Borovitz, Mr. Moshe (Moni) Borovitz, Mr. David Yariv and the Management Company on the same terms

as the otherdirectors andofficers of the Companyfor a three year termor for a longer period, to the extent prescribed in the provisions of the Israeli Companies Law; and

13. subject to the approval of resolution 9 (approval of the 2025Remuneration Policy),approval to granta severance/adaptation grant equal to three (3) month's salary to Mr. Dov Feiner,director and the Company's antenna division General Manager who is stepping down from full time employment, after service of over 35 years in the Company.

Shareholders should note that Mrs. Hani Lerman will remain in her position as a non-executive external director as a result of the fact that her appointment was for three years from April 2024.

Re-electing Mr. Luke Ahern as external director for an additional three years

Mr. Luke Ahern's first three-year term nomination as an external director will expire on 9 March 2025. In accordance with the Israeli Companies Law, on 5 February 2025 the board recommended to nominate Luke Ahern as an external director for a second three year term starting on 9 March 2025. Mr. Ahern has signed a director eligibility declaration indicating that he can be re nominated as an external director of the Company in accordance with the Israeli Companies Law. His declaration is included in schedule D to the notice of AGM and EGM, which will shortly be available to view on the Company's website.

Approval of the Remuneration Policy

Pursuant to the Israeli Companies Law, the Company's shareholders have to approve the remuneration policy for the Company's officers every three years. The last approval was received in March 2022, and shall expire on 9 March 2025. Therefore, it is proposed to approve the extension of the remuneration policy while updating it for a period of three years or for a longer period, to the extent permitted in the provisions of the Israeli Companies Law (the "**2025 Remuneration Policy**"). The 2025 Remuneration Policy is outlined in Schedule A to this announcement.

Pursuant to Section 267 to the Israeli Companies Law, any remuneration policy for officers requires the prior approval of that company's board of directors, remuneration committee and at a general meeting of shareholders. Notwithstanding the aforesaid, since the Company is not a subsidiary of a public company (as defined in the Israeli Companies Law), the Company's Board of Directors may approve the 2025 Remuneration Policy, despite the objection of the shareholders (if any), provided that the remuneration committee and thereafter the Board of Directors determine, following additional discussions and supported by detailed arguments, that it is for the benefit of the Company.

Approval of the Deed

Since 2012, following the receipt of all relevant approvals, including at an extraordinary shareholders meeting, the Company has provided to all its directors and officers, including directors and or officers in its subsidiaries and/or affiliated companies, a deed of indemnification. The Company wishes to make certain updates to it as seen in the Deed (attached to this announcement as schedule B) and, if approved, will enter into this new Deed with all directors and officers of the Company and its subsidiaries and/or affiliated companies, including the existing directors and officers who had the deed of indemnification prior to this approval.

In addition, it is proposed to approve the entering into of the aforementioned Deed with directors and officers related to the controlling Shareholders and/or their relatives, being: Mr. Zvi Borovitz, Mr. Moshe (Moni) Borovitz, Mr. David Yariv and the Management Company, on the same terms for a three year termor for a longer period, to the extent prescribed in the provisions of the Israeli Companies Law.

The extension to the Management Service Agreement

Subject to the adoption of the2025 Remuneration Policy, the Company plans to extend the Management Services Agreement under the same terms and conditions, other than as described below. The Management Company is a wholly owned subsidiary of Mokirei Aya Ltd., which is the controlling shareholder of MTI, as a result of which, according to sections 270 and 275 to the Israeli Companies Law, any amendments to the Management Services Agreement, including an extension of the said agreement beyond a period of three years, requires, every three years, the prior approval of the Remuneration Committee, the Board of Directors and the approval of shareholders at a general meeting.

As a result of the aforesaid provisions to the Israeli Companies Law, the Company (following receipt of approvals from the Audit Committee,acting also asthe Remuneration Committee, and the Board of Directors of the

Company) proposed to extend the Management Services Agreement, as per the terms set out in Schedule C to this announcement, including the grant of the Deed (as set out below) and inclusion in insurance arrangements for officers, for a three year termor for a longer period, effectivefrom 1 March 2025, to the extent prescribed in the provisions of the Israeli Companies Law. The overall terms and conditions of the Management Services Agreement shall remain largely unchanged, save for a small reduction in the minimum time required by the chairman and changes to the bonus provisions. For more details on the proposed changes see schedule C.

It should be noted that the terms of the Management Services Agreement and the Deed are in line with the2025 Remuneration Policy.

In addition, it should be noted that both the Company and the Management Company are Israeli companies and subject to the provisions of the Israeli Companies Law.

Approval of Deed to related parties

It is proposed to approve the granting of the Deed to directors and officers who are related to the controlling Shareholders and/or their relatives: Mr. Zvi Borovitz, Mr. Moshe (Moni) Borovitz, Mr. David Yariv and Mokirei Aya Management (2003) Ltd on the same terms, for a three year termor for a longer period, to the extent prescribed in the provisions of the Israeli Companies Law,effectivefrom 1 March 2025.

Mr. Yariv is a relative of Jacques and Rina Beer and is deemed part of the controlling shareholders

Grant a severance/adaption grant

Following the announcement made on 25 November 2024 regarding the intention ofMr. Dov Feiner,director and the Company's antenna division General Manager, to step down from a full time executive role in April 2025 after serving the Company for over 35 years, the Company is proposing to approve a grantequal to three (3) monthly salaries to Mr. Dov Feiner. Mr. Dov Feiner will become a Non-Executive Director of the Company on 1 May 2025.

Related party transactions

As at the date of this announcement, the Management Company is a wholly owned subsidiary of Mokirei Aya Ltd., a company controlled by members of the Borovitz family (including Zvi Borovitz, Chairman of the Board of Directors and Moni Borovitz, director and CEO of the Company). Mokirei Aya Ltd is interested in a total of 27,020,895 Ordinary Shares, which represents 31.35% of the voting rights in the issued ordinary share capital of the Company (or 30.52% without taking into consideration the shares held by the Company as treasury shares). Zvi Borovitz and Moni Borovitz are also beneficially interested in 1,146,429 and 371,254 Ordinary Shares respectively, representing 1.33% and 0.43% of the voting rights in the issued ordinary share capital of the Company (or 1.29% and 0.42% without taking into consideration the shares held by the Company as treasury shares).

Jacques and Rina Beer with whom Mokirey Aya Ltd, has a joint control agreement, are collectively interested in a total of 9,647,042Ordinary Shares, which represents 11.19% of the voting rights in the issued ordinary share capital of the Company (or 10.90% without taking into consideration the shares held by the Company as treasury shares). The Company's non-executive director, David Yariv is the son in-law of Jacques and Rina Beer and is appointed to the Company's Board as a representative director pursuant to the aforementioned joint control agreement.

Notice to shareholders

The notice of the AGM and EGM will be posted to shareholders and will shortly be available on the Company's website at the following address,www.mtiwirelessedge.com, in accordance with AIM Rule 20.

For further information please contact:

MTI Wireless Edge Ltd	+972 3 900 8900
Moni Borovitz, CEO	http://www.mtiwirelessedge.com
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Tim Robertson/Safia Colebrook

Schedule A

Office Holders' Remuneration Policy Outline

MTI Wireless Edge Ltd.

January 2025

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The members of the Remuneration Committee of MTI Wireless Edge Ltd. are:

Luke Ahern - External director, Chairman of the committee

Hani Lerman - External director

Michael Yehezkel Karo- Director

Chapter A - Background and Description of the current remuneration in the Company

1. The objective of this document and its content

The objective of this document is to define and describe the Company's 'Officer Remuneration Policy' as required under the Companies Law-1999 (hereinafter: the "**Companies Law**").

This document is intended to define, describe and detail the policy of the Company regarding the remuneration of the Company's officers, its components and the manner of its determination. The policy refers to the overall remuneration of officers in the Company in respect of their work and / or services provided by them to the Company (i.e., including service and / or services provided by the officers of the Company to the Company's subsidiaries as part of the definition of the position of officers in the Company).

The Company's remuneration policy and its publication are intended to increase the transparency of the Company's decisions with respect to the remuneration of its officers and to improve the ability of all shareholders to express their opinions and to influence the Company's remuneration policy.

It is emphasized that this Remuneration Policy does not grant rights to the Company's officers, and the adoption of this Updated Remuneration Policy in itself does not grant the right to any officer of the Company to receive any of the compensation components described in the Updated Remuneration Policy. The compensation components that the officer will be entitled to receive will be only those that are specifically approved for the officer by the Company's authorized bodies, subject to the provisions of any applicable law.

2. The Validity and Applicability of the Remuneration Policy

2.1. In accordance with the provisions of the Companies Law, on July 2013, the General Shareholders Meeting approved the first Remuneration Policy for a period of three (3) years, and thereafter on May 2016, January 2019 and January 2022, the Remuneration Policy was updated and approved at the General Shareholders Meeting (the "**Existing Remuneration Policy**").

2.2. Below is a new Remuneration Policy approved by the Remuneration Committee and the Board of Directors of the Company for a period of three (3) years commencing on the date ofitsapproval(as described in section2.3 below) or for a longer period, to the extent prescribed in the provisions of the Companies Law, which is an update and addition to the Existing Remuneration Policy, without material changes to its terms ("**2025 Remuneration Policy**").

2.3. This 2025 Remuneration Policyshall be approvedatan Extraordinary Shareholders Meeting. Notwithstanding the aforesaid, since the Company is not a subsidiary of apublic company,the Company's Board of Directors mayapprovethe 2025RemunerationPolicy, despite the objection of the shareholders (if any), provided that the RemunerationCommittee and thereafter the Board of Directorsdetermine, following additional discussions and supported by detailed arguments, that it is for the benefit of the Company.

2.4. This 2025 Remuneration Policy will supersede, cancel and replace the Existing Remuneration Policy and any previous policy that the Company had until the date of adoption of this policy andwill apply to the terms of compensation of all officers in the Company, which as at the date of adoption of this policy include the Company's Chief Executive Officer ("**CEO**"), The GMs of the Company's Divisions and other office holders who are directly subordinate to the CEO (together: "**Other officers**"), Directors and Chairman of the board.

3. Guiding principles in the formulation of a remuneration policy

3.1. The Remuneration Policy, established in this document, reflects the promotion of the Company's goals and objectives in the long term- the variable component will be granted subject to meeting the Company's goals, both in the short run and the long run.

3.2. The Remuneration Policy, established in this document, reflects the Company's position concerning **risk management** in the Company. The policy defines the permitted ratio of the variable components included in the remuneration package, in order to protect the Company from taking unnecessary risks by senior office holders balanced against the need to preserve the Company's senior office holders.

4. Description of the Company - MTI Wireless Edge Ltd.

General Description of the Company's operations	The Company is engaged in (i) the development, manufacture and marketing of antennas (ii) distribution of control and management irrigation systems produced by Motorola (iii) consulting, representation and marketing services to foreign companies in the field of Radio Frequency (RF) and Microwave solutions including system engineering projects in tethered balloon applications.It also specializes in the development, manufacture and integration of communication systems and advanced monitoring and control systems for the Government and defence industry market.
Variety of Products and activities	Development and production of antennas for military applications and for the commercial market especially in the areas of millimeter wave (MMW), Point to Point and radio-frequency identification (RFID) as well as distribution, integration and management services for Motorola irrigation solutions and distribution of RF and Medium Wave (MW) components and sub systems and design integration and implementation services for tethered balloon projects
Company's Customers	The main customers of the Company are the security industry in Israel for military antennas and the manufacturers of wireless systems which sell the antennas as an integral part of a comprehensive system (OEM) and municipalities and agriculture farms for the water management business. In the representation business the main customers are defense and high tech industries in Israel and for the system engineering division the Ministry of Defence (MOD) or system houses in various countries.
No. of employees in the organization	As of this date the Company employs about235employees.

5. Company's Strategy - Goals and Objectives

Strategies

- Continue the penetration into the point to point cellular backhaul antenna market with our millimeter wave antenna solution and become a dominant player
- Strengthen the Company's technological capabilities and deepen its operations in the military market and the security industry.
- Continue and expand the production line in India to market various products in India and Asia.
- Continue the growth of the wireless control business by strengthening its marketing and development capabilities
- Creation of a larger recurring revenue business in the water control segment and in PSK
- Strengthen the representation business and increase its offering
- Establish the system engineering business as a long term operator for the Israeli MOD
- Increase the number of shelters built per year to increase PSK involvement in this industry
- Continue to develop the business organically while searching for external growth (acquisitions) related to its core offering of communicationand radio frequency solutions

Measurable Goals

- Increase the Company's earnings.
- Continue to achieve a minimum operational profitability, on a consolidated basis, of US$4.15 million, annually, and as follows:
    - o US$1,500,000 and more per annum in the antenna segment.
    - o US$1,500,000 and more in the control business
    - o US$1,000,000 and more in the representation business
    - o US$50,000 and more in the system engineering business
    - o US$100,000 and more in PSK
- Improve the Company's gross profitability
- Expand the manufacturing in India as part of the effort to increase profitability and maintain customer base.
- Improve working capital management (ratio between net working capital and earnings/credit days/inventory days/suppliers days).
- Establish a US facility to deal with Foreign Military Support requirements
- **An optional pre-condition for personal goals**: register an operational profit and net profit.

6. Office Holders

An Office Holder is defined by the Companies Law as any one of the following: a director, general manager, chief business manager, deputy general manager, vice-general manager, any person filling any of these positions in a company even if he holds a different title, and any other manager directly subordinate to the general manager.

7. Expertise and Achievements of the Company's Office Holders

The Company takes into consideration the education, experience and expertise of the office holders, as theyappearin the Company's reports, for the purpose of determining theremunerationpackage. The Company's remuneration policy established in this document provides that to the extent that in the future the Company requires the services of an additional or alternate office holder, all parameters specified above will be taken into account while engaging his/her services.

Chapter B - The Remuneration Policy

The Company aspires for a high correlation between the remuneration model of its office holders and the Company's strategy as reflected in the Company's goals and objectives specified in this document.

The remuneration committee and the Company's board of directors will examine the correlation between the office holders' remuneration model and the Company's strategy taking into consideration the main quantitative and qualitative goals arising there-from.

From the effective date of this remuneration policy, a remuneration model of an office holder which does not correlate with the principles of the policy herein specified, will have to be approved as required, based on grounds which will be specified, all in accordance with the provisions set forth in the Companies Law.

The Remuneration Policy - Discussion of the Components of the Remuneration Packages

The following are guidelines for the Company's remuneration policy as approved by the remuneration committee and the Company's board of directors, concerning the components of the remuneration packages

8. Fixed remuneration components

8.1. The monthly salary cost/monthly management fees of the office holders (including related benefits and excluding bonuses and equity compensation), for a full time position, shall not exceed the ceiling as specified below:

Position	**Maximum monthly salary cost /management fees - (NIS)**
CEO	120,000 for a minimumof 90% of a standard working week
Chairman of the Board	60,000 for a minimumof 40% of a standard working week
Other officers - general managers of the Company's divisions	92,000 for full time employment
Key person responsible for financials	35,000 for full time employment

- For the avoidance of doubt it is hereby clarified that the VAT amount is not included in the ceilings specified in the table above
- In the case of a less than full time position, the ceiling of the aforesaid salary cost will be calculated on a proportionate basis.

8.2. Updating the terms of office holders

Non- material changes, as such term is defined below,in thetermsof service and employmentof office holders who are directly subordinate to the Company's CEO (and is not a relative to the controlling shareholder) shall be approved by the Company's CEO only, provided that the new terms of such officer complies with the provisions of this Remuneration Policy.

"**Non-material changes**" - with regard to this section above, means a change in the remuneration of not more than 10%of the cost of the officer's salary each year, provided that it does not exceed the ceilings specified in this Remuneration Policy.

8.3. Linkage - Currently linkage applies to the salaries of most of the current office holders. According to the Company's Remuneration Policy as in this document there is no intention to link the components of the fixed salary/management fees of new office holders.

8.4. Expected changes in the ancillary components - the issue will be examined as part of the weight of the fixed component *vis-a-vis* the entire remuneration package.

8.5. Related benefits for officers and reimbursement of reasonable expenses

Office holders (excluding non-executive directors) shall be entitled to benefits as customary in the Company such as provisions for pension, severance pay, study fund, vacation and or sick days, car maintenance and etc., according to his seniority in the Company and in any event no less than that prescribed by law. In addition, the officers (including directors) will be entitled to a reimbursement of reasonable expenses they incur while performing their duties (such as cell phone, food and lodging).

9. Variable Component - Bonus

9.1. The variable component will reflect the contribution of the Company's office holder to the attainment of the Company's goals and objectives and to the increase of its profits, in the long run, in accordance with measurable criteria.

The variable component will be determined in correlation with the Company's achievements and the personal achievements of the office holder.

The rate of the variable component will be determined by a mechanism which will refer, *inter alia,* to the operational/net profit of the Company and to specific goals, if any (as specified below).

According to the Company's Remuneration Policy as established in this document, considerable weight should be attributed to the attainment of goals and objectives which are derived from the Company's strategy. The Company's goals reflect the Company's attainment, in general, of its goals and objectives and the general contribution of the office holders to the Company's success and the Company's intention to reward said office holders for the Company's general success.

In addition to the Company's goals and objectives, according to the Company's remuneration policy as established in this document, personal goals will be assigned to certain office holders, as the case may be, which goals are defined as individual goals the attainment of which is directly and materially affected by the office holder.

Each such goal will be deemed to have been attained and the variable component pertaining thereto will be calculated with respect thereto, only if certain minimum pre-conditions specifically defined for it were met.

Such goals will include **measurable goals** which will reflect the Company's objectives and its short and long term strategy and derivatives of its annual and perennial work plans.

9.2. Pre-conditions for the grant of variable remuneration

9.2.1. Net profit (consolidated) during the calculation period.

9.2.2. The calculation will be based on accumulated profit commencing from 2023 (the previous year).

9.3. Target based remuneration model for Office Holders

Name and position of the Office Holder	**Bonus component arising from profit**	**Bonus component arising from additional goals**
Company's CEO	2.5% of the consolidated net profit exceeding the floor and before bonuses distributed by the Company to its managers under the remuneration policy	Increase of 5% in the consolidated Company's sales relative to the previous year will entitle a receipt of bonus in an amount equal to one monthly salary.
Chairman of the Board	2.5% of the consolidated net profit exceeding the floor and before bonuses distributed by the Company to its managers under the remuneration policy	-
Division's GM	Each of the Division's GM - 2.5%[1] of the operational	Increase of 5% in the relevant segment sales relative to the previous year will entitle a

	profit of the segment for which he is responsible exceeding the relevant segment floor, plus 0.5% of the consolidated net profit exceeding the Consolidated Net Profit Floor	receipt of bonus in an amount equal to one monthly salary.
Key person responsible for financials	0.2% of the consolidated net profit exceeding the Consolidated Net Profit Floor	-

Operational Profit of the Segments Floor for Bonus purposes (before bonusesdistributed by the Company to its managers under the remuneration policy):

- Antenna **-**US$750,000
- Controllers - US$750,000
- Representation - US$500,000
- System Engineering - US$100,000
- PSK - - US$100,000

Consolidated Net Profit Floor for Bonus purposes (before bonusesdistributed by the Company to its managers under the remuneration policy)**-** US$1,200,000

9.4. Discretionary Bonus

The Remuneration Committee and the Board of Directors of the Company will be entitled to grant officers (with regard to the Chairman of the Board and Directors - with the approval of General Shareholders Meeting), a Discretionary Bonus, based on qualitative criteria, regardless of compliance with the targets.

The amount of the Discretionary Bonus, in any calendar year, shall not exceed an amount equal to 3 monthly salaries (gross, without any related benefits) of that office holder, provided that in any event the total bonus granted to an officer in a calendar year shall not exceed the Bonus Ceilings to which the officer is entitled, as detailed in the table in section9.5below.

Notwithstanding the aforesaid, it is hereby clarified that with regard to the Company's CEO who also serves as a director of the Company, the Remuneration Committee and the Board of Directors may grant him aDiscretionary Bonusas set out above and in accordance with the terms of his employment and services, provided that said employment terms (including the aforementioned Discretionary Bonus) have been approved by the General Meeting in accordance with the provisions of the Companies Law.

9.5. Bonus Ceilings (*):

Position	**Bonus Ceiling**
CEO*	Up to 8 monthly salaries**/**management fees
Chairman of the Board	$100,000
Other officers (including GM)	Up to 8 monthly salaries**/**management fees
Key person responsible for financials	Up to 4 monthly salaries

(*) The bonus is in terms of base gross salary/absolute amount and with respect of the CEO in terms of monthly cost. It is clarified that the Bonus Ceiling does not include an Equity component.

9.6. Authority to reduce variable remuneration components (if any)

After receiving the Remuneration Committee's recommendation, the Board of directors has the authority to reduce variable remuneration components to an office holder even if the Company's targets were met and/or a specific target which was assigned to him under the policy was achieved, if the members of the board of directors are of the opinion that the circumstances are found to justify such a reduction, or for example, he has not properly fulfilled his duties during the relevant period. The reduction rate will not exceed 10% of the variable remuneration as calculated in accordance with the remuneration formula under the policy.

9.7. Claw-Back

At the time of awarding the grant, the officers shall undertake to return to the Company the amount of the Bonus or part of it in the event that it becomes clear in the future that the Bonus was awarded based on erroneous reports and/or data which were re-presented in the Company's financial statements, during two consecutive years period after the date of approval of the Bonus. The Company will amend the Bonus and will take back the part of the remuneration which was mistakenly granted. After the said two years the Company will not amend the remuneration which was granted and will not recover said amounts.

Despite the above, amendments in the Company's financial statements due to a change in the law, regulations or accounting rules that occurred after the date of publication of the company's financial report for that year will not be considered as an amendment due to which the above will apply.

9.8. Other bonus related terms

Unless otherwise provided in the relevant employment agreement, the Remuneration Committee and Board of Directors are permitted to approve a proportionate bonus when employment is terminated during the year, insofar as the officer was not dismissed under circumstances justifying the non-payment of severance pay.

10. Equity Component

10.1. It is customary for officers in public companies to be offered an equity component as a part of their total compensation which is intended to align the interests of the officers to those of the Company's shareholders.

Equity remuneration constitutes a proper mechanism to retain senior office holders and provides an incentiveto senior office holders that is properly balanced between short term and long term considerations, inter alia, by providing for a vesting period.

In view of the advantages inherent in the equity remuneration as stated above, the Company adopted in 2023an options plan for Company shares, (the "2023 **Options Plan**"). Subject to the approvals of the Remuneration Committee and the Board, from time to time, , the Company may offer to any of its officers (with regard to directors, Chairmen and controlling shareholders and their relatives - with the approval of the General Shareholders Meeting) participation in the 2023 Options Plan (as may be updated from time to time) according to the rules detailed in section 10.2 below.

In this context, it is clarified that the aforesaidprovisionswill not apply to options granted to office holders according to previous option plans. The provisions of section 10.2 below will apply to grants starting from the date of approval of this Remuneration Policy.

10.2. The granting of Equity remuneration components shall be in accordance with the 2023 Options Plan and in accordance with the following principles:

10.2.1. The maximum number of units that can be issued and the dilution percentage resulting from suchdistribution;

10.2.2. The ceiling of the fair value of the equity component at the granting date shall notexceed the amount equal to 50% of the annual cost salary/management fees of each one of the office holders;

10.2.3. The exercise price of an option shall be determined according to the higher of the two: (1) the average closing price of the share during the 30 trading days preceding the date of the Board of Directors resolution on the grant; Or (2) the closing price of the share on the date of the Board of Directors resolution on the grant;

10.2.4. The vesting period of the option - this period shall not be less than two years until the full vesting of all of the issuanceand to the extent possible split between two to four years;

10.2.5. The terms in the event of termination of employment (due to termination, resignation, death or disability) and the provisions for protecting offerees including in the event of dividend distribution, rights issuance, merger and acquisition transactions etc.;

The Company's Board may resolve that one or more offeree is entitled to exercise the options they were granted in such a manner that their exercise price shall not actually be paid to the Company, but should be taken into account when calculating the number of shares the offeree is actually

entitled to from the exercise of the options (the "**Net Exercise**"). The shares issued from the Net Exercise shall reflect the gross benefit of the options to be exercised by the offeree at such date as calculated on the exercise date. The Remuneration Committee and Board shall be entitled to set additional terms with respect to the options plan (if adopted), as well as update the terms and provisions from time to time, provided that such change or amendment, as said, does not deviate from the entitlement ceiling as described in section 10.2.2 above.

11. The Compensation Terms - Advance Notice and Severance Grant

11.1. Advance Notice

An office holder will be entitled to a period of notice according to the following table:

Position	**Maximum period of notice (Months)**
CEO	Up to 3 months
Chairman of the Board	Up to 3 months
Other officers (including GM)	Up to 3 months
Key person responsible for financials	Up to 2 months

11.2. Severance Grant/Adaptation Grant[2]

12..Subject to the approvals of the Remuneration Committee and the Board, from time to time,the Company may offer to any of its officers who ends his executive role in the Company (with regard to directors, Chairmen and controlling shareholders and their relatives - with the approval of the General Shareholders Meeting) a severance/adaption grant that does not exceed a total of three (3) monthly salaries ("**adaptation period**") , and in addition to that for the vehicle that will remain for his use during the adaptation period **The ratio between variable components and fixed components in the remuneration package**

According to the Company's remuneration policy as established in this document the ratio between the variable components and the fixed component shall not exceed 50% for the CEO; 60% for the Chairman of the Board of Directors; and 50% for the GMs of the Company's Divisions.

13. The ratio between the terms of employment of an office holder and the terms of employment of all other Company employees in Israel

When determining the compensation terms of the Company's officers, one of the aspects that will be examined is the ratio between the terms of service of each of theCompany's officers and the average and median cost of employment of the Company's employees (including contract workers) while taking into consideration the nature of the officer's position, his seniority, his level of responsibility and the number of the Company's employees. Calculation is based on cost (based on average in the nine months ended 30 September 2024) without car allowances.

Position	**According to the average employment cost of the Company's other employees**	**According to the median employment cost of the Company's other employees**
CEO	3.91	4.61
Chairman of the Board (50%)	2.78	3.27
Other officers	3.50	3.89
Key person responsible for financials	1.30	1.53

The remuneration committee and the Company's board of directors are of the opinion that these ratios are reasonable and customary and that these gaps do not have any significant impact (if any) on working relations.

14. Directors' Remuneration

14.1. Directors**-** Directors (except the Chairman of the Board and other directors who receive remuneration in respect of their service as the Company's officers) are entitled to annual remuneration and participation remuneration in accordance with the Companies Regulations (Rules concerning Remuneration and Expenses for External Directors), 5760-2000 (the: "**Remuneration Regulations**") and as is customary in England. The directors' remuneration in the Company will not exceed the maximum remuneration due to an expert director being appointed to the Board, as established in the Remuneration Regulations, as may be the case from time to time.

A director who is not an office holder and is not an external director will receive annual remuneration similar to that of an external director.
In this context, the Company will be entitled to increase the amount of the annual remuneration and participation remuneration if a director meets the definition of "Expert Director" as this term is defined in the Remuneration Regulations and who has been assessed as such by the Board of Directors of the Company.
In fact, all of the Company's non-executive and external directors currently receiveannualremuneration based on $18,000 per year (includingparticipation remuneration).

14.2. Chairman of the Board**:**

o The non-executive chairman of the board may receive a fixed monthly salary which will not be lower than the annual remuneration and participation remuneration payable to a director in the Company. His salary will be determined based on the scope of his activity, areas under his responsibility in the Company and his experience and expertise.

o Regarding the remuneration of the Chairman of the Board of Directors - see sections 8 and 9 above.

15. Waiver, Indemnification and Insurance

15.1. An office holder in the Company (including a director) may be entitled, in addition to the remuneration package as described in this remuneration policy, and subject to the approval of the Company, to an office holder liability insurance ("**D&O Liability Insurance**") and indemnification and waiver arrangements, all subject to the provisions of the law.

15.2. Subject to the provisions of the Company's Law, the Company will be entitled, with the approval of the Remuneration Committee only, to enter into the D&O Liability Insurance for its officers (including directors and officers of the controlling shareholder or on its behalf), whose principal terms will not exceed the following:

· The limit of liability shall not be less than US$5 million and shall not exceed US$10 million per event and per period.

· The deductible amounts to be determined as part of any policy purchased as aforesaid shall not deviate from the accepted practice in the insurance market for policies of this type and scope as of the date of engagement of the policy.

· The cost of the annual premium shall be in accordance with the conditions that will be customary on the date of extension / renewal of the insurance policy at the time the insurance policy is drawn up or renewed provided that the annual premium to be paid will be in an amount that is not material to the Company and will not materially effect the profitability of the Company, its assets or liabilities. ("**Annual Premium**").

15.3. In addition, The Company, with the approval of the Remuneration Committee only, may maintain the effectiveness and validity of its D&O Liability Insurance or may purchase a Run-Off coverage for a period of at least 7 years with respect to the liability of its office holders as directors and officers of

the Company, all subject to the restrictions and consents required under the law, whose principal terms will not exceed the principal terms detailed in section 15.2 above .

15.4. Deed of indemnification

The Company will indemnify the applicable office holder or director against any liability or expense imposed upon it or incurred by it in consequence of any action or actions taken by it within the framework of his/her position, all in accordance with the terms and conditions of the Deeds of Indemnification.

The aggregate amount of the indemnity set forth in the Deeds of Indemnification will not exceed an amount of US$4,000,000 (the "Maximum Amount"). This Maximum Amount applies to any officer individually and to all officers jointly, per indemnified event and cumulatively.

The Maximum Amount shall apply only in excess of the amount paid (if and to the extent that it is paid) within the framework of an insurance policy or an indemnification by any entity other than the Company.

Section 15 will also apply to directors, whether presiding on behalf of a controlling shareholder in the Company or not, as well as to external directors.

Schedule B

Mr. / Mrs. _____

Date _____

Dear Sirs

Re Deed of Indemnification (the "Deed")

Whereas You are a director and/or an officer[3] of **MTI Wireless Edge Ltd.** and serves as a director or officer in a subsidiary company and/or a affiliated company of **MTI Wireless Edge Ltd.** (as it will be from time to time) (hereinafter together: " the **Company**"),

Whereas The Company's Articles of Association allow the Company to indemnify its Officers both retrospectively and in advance;

Whereas the Company received all approvals required by the Companies Law to indemnify directors and officers of the Company, in advance and in retrospect, on the terms specified in this Deed

Therefore, subject to the provisions of any applicable law and the provisions of this Deed, without derogating from the Company's rights to indemnify you retroactively pursuant to its Articles of Association, the Company confirm and obligate towards you, with no right to renege, as follows:

1. Indemnification

In your capacity as an Officer, the Company is hereby obligated to indemnify you against any liability or expense imposed upon you or incurred by you in consequence of any action or actions taken by you within the framework of your position as an Officer (including actions taken prior to the date of this Deed) or which you will take in your capacity as an Officer of the Company or its subsidiary, (the "**Other Company** "), as follows:

(a) a financial liability which is imposed on you in favor of a third party in accordance with a judgment (including a judgment which was given by way of a settlement or through arbitration) approved by the court, as long as: (i) the maximum amount of the indemnification shall not exceed the amount specified in Section 2.1 below; and (ii) that such financial liability is directly or indirectly connected to one or more of the Indemnification Events or any part of them or to anything pertaining to them, as set forth in Appendix A to this Deed (the "**Appendix**");

(b) reasonable litigation expenses, including legal fees, incurred as a consequence of an investigation or proceedings carried out against you by an authorized body and which concluded without the filing of an indictment against you and **without** imposing any financial liability on you as an alternative to criminal proceedings, **or** which ended without the filing of an indictment against you but **with** the imposition of financial liability as an alternative to criminal proceedings, in an offense where criminal intent is not required[4];

(c) reasonable litigation expenses, including legal fees, incurred by you or which the court imposes upon you, in proceedings filed against you by the Company or on its behalf or by another person or in a criminal indictment from which you will be acquitted or a criminal indictment in which you will be convicted in an offence, where criminal intent is not required[5]; and

(d) any other liability or expense which the Companies law may permit the Company to indemnify you against.

2. The Indemnification Amount

2.1 The aggregate amount of the indemnity set forth in Section 1, in accordance with all Deeds of Indemnification issued by the Company from time to time to such Officers (hereinafter: "**the Deeds**"), shall not exceed an amount of US$ 4,000,000. This maximum amount applies to any Officer individually and to all Officers jointly, per indemnified event and cumulatively (hereinafter: "**the Maximum Amount**").

For the purpose of clarification, and subject to Section 2.2 hereof, the payment of the Maximum Amount does not prejudice your rights as an Officer to receive compensation from an insurance policy in respect of those events specified in the Appendix which are covered by any directors' and officers' liability insurance taken out by the Company ("**D&O Insurance**").

2.2 For the avoidance of doubt, the Maximum Amount shall apply only in excess of the amount paid (if and to the extent that it is paid) within the framework of an insurance policy or an indemnification by any entity other than the Company, on the following conditions:

(a) that an Officer will not be paid compensation twice for a liability or an expense which is the subject of the indemnity set forth in Section 1 above; and

(b) that in the event that an Officer receives indemnification from the Company's insurer pursuant to a D&O Insurance policy or any other indemnification agreement concerning the subject matter of the indemnification, the indemnification shall be paid according to the balance between the amount of the financial liability and legal expense imposed on you and the amount received from the insurance policy or according to the other indemnification agreement, so long as the amount of indemnification by which the Company is obliged, shall not exceed the Maximum Amount.

2.3 In the event that the total amount of indemnification that the Company shall be required to pay at a certain date, together with the total amount of indemnification already paid by the Company as at that date in accordance with the Deed exceeds the Maximum Amount, then the Maximum Amount, or the balance thereof, shall be divided between those Officers entitled to indemnification pursuant to the Deeds and which have not been paid prior to that date (the "**Entitled Officers**") on a pro rata basis based on the amount of indemnification due to any of the Entitled Officers and the total amount of indemnification due to all the Entitled Officers on such date had it not been for the restriction of the Maximum Amount.

In the event that the Company has paid indemnification amounts to you up to the Maximum Amount, the Company shall not make any additional payments unless these have been approved by the relevant organs of the Company in accordance with the applicable law on the date of making such additional payments, subject to a change in the Articles of the Company, to the extent that it shall be necessary for this purpose in accordance with the law.

3. **Interim Payments**

Upon the occurrence of an Indemnification Event in accordance with the Appendix, the Company shall grant you the funds necessary to cover various expenses and payments involved in the handling of any legal proceedings relating to such event, including examination proceedings, so that the Officer will not be required to pay for such, subject to the provisions of this Deed.

In the event that the Company shall pay you, or make a payment on your behalf, any amount whatsoever within the framework of this Deed in connection with any legal proceedings and it later becomes apparent that you were not in fact entitled to be indemnified by the Company, the provisions of Section 4.8 of this Deed shall apply.

4. **Terms of Indemnification**

Without prejudice to the foregoing, the indemnification given pursuant to this Deed is subject to the following conditions:

4.1 Notice of the Indemnification

You will notify the Company as soon as reasonably practicable (the "**Notice**") of any legal proceedings which have been instigated against you or of any written warnings or threats of any potential proceedings in connection with any Indemnification Event (the "**Legal Proceedings**"). In addition to the Notice, you shall furnish the Company or anyone instructed by the Company with any document that you have received in connection with the Legal Proceedings.

4.2 Handling of the Defense

(a) The Company, subject to any obligation or agreement with the Company's insurance provider, will be entitled to handle your defense in the Legal Proceedings or to appoint an attorney on its behalf (the "**Attorney**"). The Company or the Attorney shall endeavour to bring the Legal Proceedings to a conclusion and will furnish you with progress reports and shall consult with you in connection with the handling of the Legal Proceedings. The Attorney will be under a fiduciary duty both towards you and the Company.

In the event that either you or the Attorney will be of the opinion that there may be a conflict of interest between you and the Company in relation to your defense or in the event that you have an objection that had been reasonably grounded in the view of the Company, to the identity of the Attorney, the Company shall be notified or the Attorney will notify you of this conflict and you will be entitled to appoint your own attorney to handle your defense. The provisions of this Deed shall apply to the expenses incurred by you with regard to the appointment of your chosen attorney.

(b) The Company shall not be entitled to finalise the Legal Proceedings by way of settlement or arrangement if this means that you will be required to pay expenses for which you are not indemnified under this Deed or that you will receive a payment of an amount within the framework of any D&O Insurance of the Company, without your prior written consent. Furthermore, the Company shall only be entitled to bring the Legal Proceeding to arbitration or alternative dispute resolution (ADR) with your prior written consent (such consent will not be unreasonably withheld). To clarify, even if the dispute is passed to arbitration, settlement or ADR or shall be carried out by any other manner whatsoever, the Company shall bear the expenses relating thereto within the framework of this Deed.

(c) Notwithstanding that stated above, the Company shall not be entitled to finalize the aforementioned Legal Proceeding by way of settlement, arrangement, arbitration or ADR where criminal charges have been brought against you unless you have given your prior written consent. You will be entitled to decline your consent at your sole discretion without having to give your reasons.

(d) At the Company's request, you will sign any document authorizing any attorney to handle your defense on your behalf and to represent you in all matters pertaining thereto. In the event that the Company shall not notify you within 14 days of the receipt of the Notice that it has undertaken to handle your defense or, in the event that you have objected to the Attorney (as set forth above), you will be entitled to appoint your own attorney and all of the provisions of this Deed shall apply accordingly, including the expenses incurred by you in connection with the appointment of your own attorney.

(e) To the extent that the Company or the Officer may be entitled to indemnification within the framework of a D&O Insurance policy in connection with the Legal Proceedings, the appointment of the Attorney shall take into account the rights of the insurer to determine the identity of the Attorney and the obligations of the Company in accordance with such policy. Particular care will be taken if, according to the conditions of such policy, the insurer is entitled to determine the identity of the Attorney and if such is not done then the insurer will be released from its responsibility to indemnify or diminish it. In any event, the Company shall use its best endeavors, within the framework of the terms of the D&O Insurance, to influence the choosing of the Attorney according to the Officer's request.

4.3 Cooperation with the Company - You will cooperate with the Company or with any Attorney, in a reasonable manner and you will abide by all instructions of the insurers in accordance with any D&O Insurance in which the Company is committed, in connection with your defense in the Legal Proceedings, as long as the Company shall provide for your expenses so that you will not be required to pay for or finance them by yourself and all subject to the terms of this Deed.

4.4 Provision for Liabilities - Whether or not the Company acts in accordance with the provisions of this section, the Company shall provide for the aforementioned liabilities and expenses in such a manner so that you will not be required to pay for or finance them by yourself, that being without prejudice to the indemnification assured to you according with this Deed and subject to the terms of this Deed.

4.5 Lack of indemnification in cases of settlement or admission - The indemnity in connection with any legal proceeding against you, as stated in this Deed, will not apply for any amounts due from you in consequence of a settlement or an arbitration unless the Company agrees in writing to the settlement or to the holding of the arbitration, however, the Company shall not unreasonably withhold its consent.

Furthermore, the indemnification shall not apply in the event of your admission in a criminal indictment for an offense that does not require criminal intent unless the Company has givenits prior written consent to your admission.

4.6 Lack of application of indemnification in cases of an indemnification or an insurance of a third party - The Company shall not be required to pay any amounts to the extent that such amounts have been paid to you or in your stead in any manner whatsoever within the framework of a valid and collectable D&O Insurance policy of the Company, except in respect of any deductible under such insurance, or within the framework of any indemnification undertaking of any third party other than the Company.

4.7 Payment of the indemnification amount - Upon your request for any payment pursuant to this Deed, the Company shall take all actions necessary by law toward such payment and shall endeavour to receive all necessary approvals required, if any, including the approval of the court (if required).

4.8 Refund of indemnification amounts which have been paid - In the event that the Company shall pay to you or in your stead any amounts whatsoever within the framework of this Deed in connection with Legal Proceedings and it becomes apparent at a later date that you were not entitled to be indemnified, these amounts shall be viewed as a loan granted to you by the Company bearing interest at the minimum rate, as determined from time to time by law, linked to the consumer price index. You will be required to refund the aforementioned amounts to the Company upon its written request and you will do so in such a manner as determined by the Company.

In the event that the Company has paid you any amount pursuant to this Deed and the claim under which any such amounts paid is cancelled or decreased for any reason, you will assign all of your rights to the refund of the amount from the plaintiff in such proceeding to the Company and you will do all that is necessary in order that such an assignment shall be valid and that the Company will be able to realize it. Once this has been done, you will be exonerated from refunding those amounts. In the event that you fail to do so, you will be obliged to return the amount or a part of it, together with interest and linkage differentials, according to the rates and for the period by which you will be entitled for the refund of the amount from the plaintiff.

4.9 To the extent that you provide management services to the Company through a management company you own (hereinafter: "**the Management Company**"), the Company's obligations pursuant to this Deed will also apply to the Management Company, provided that legal proceedings are taken by the same plaintiff against you and the Management Company together on the same grounds and the indemnity amounts which the Company owes to you and the Management Company together, shall not exceed the Maximum Amount, and all within the framework and subject to the provisions of this Deed and the provisions of any law.

5. The Indemnification Period

The obligations of the Company pursuant to this Deed shall be towards you and your estate without any time limitation such that they shall continue even after the completion of your service as an Officer of the Company or the Other Company, so long as the actions in respect of which the indemnification is given, were made during the period of your office as an Officer of the Company or in the Other Company or during the period of your employment with the Company, regardless of the date of discovery of the event in respect of which you are entitled to indemnification.

6. **Exceptions**

The indemnification undertaking set forth in Section 1 above, shall not apply in any of the following events:

6.1 The breach of the fiduciary duty toward the Company or toward its subsidiary or an affiliated company or another entity, unless the Officer acted in good faith and had reasonable grounds to assume that the action would not injure the Company or its subsidiary or an affiliated company or another entity.

6.2 The breach of the duty of care was carried out intentionally or recklessly, except in situations where it was carried out negligently.

6.3 An action intended to yield an unlawful personal profit.

6.4 A fine or redemption imposed on the Officer.

The events listed in section 6, will apply unless indemnity and/or insurance is approved for any of the events listed in this section 6, all or some of them, according to law or according to an instruction of a competent authority.

7. **Miscellaneous**

7.1 In this Deed, the following terms shall bear the following meanings:

"**Officer Action"-** According to the definition given to it in the Companies Law and /or any other derivative of it According to the definition given to it in the Companies Law, including an implied resolution and/or omission and including all actions executed by you prior to the date of this Deed, during the period of your service as an Officer of the Company and/or with the Other Company.

7.2 Anything importing any gender shall also include the other gender.

7.3 The obligations of the Company in accordance with this Deed shall be broadly interpreted, in a manner intended for their fulfillment, to the extent permitted by law and according to the purpose for which they were intended. In the event of a discrepancy between any provision of this Deed and a provision of the Companies Law which cannot be changed or added to, then the said provision of the Companies Law shall take precedence, however, this may not prejudice or derogate from the validity of the remaining provisions of this Deed.

7.4 The indemnification obligation set forth in this Deed is not a contract in favor of any third party, including any insurer and it may not be the subject of assignment nor will any insurer have the right to require the participation of the Company in a payment by which the insurer is obligated in accordance with an insurance agreement drawn up with it, with the exception of the contribution (self participation) stated in such agreement.

7.5 This Deed may not restrict the Company or prevent it from increasing the Maximum Amount for those events that are the subject of the indemnification or due to the fact that the insurance amounts according to the D&O Insurance policy are increased, or due to the fact that the Company is unable to obtain D&O Insurance which will cover the Indemnification Events, on reasonable conditions or due to any other cause so long as a resolution is taken pursuant to the relevant provisions of the Companies Law.

7.6 No waiver, delay, avoidance of action or the giving of an extension by the Company or by you shall be interpreted under any circumstances as a waiver of the right according to this Deed and according to any law, nor will they prevent the Company or you from taking any legal and other steps necessary toward the realization of such rights.

7.7 The Appendix to this Deed constitutes an integral part hereof.

7.8 This Deed is subject to the provisions of Chapter 3 of the Sixth Part of the Companies Law.

7.9 This Deed shall be exclusively governed by and construed, interpreted and enforced in accordance with the laws of the State of Israel. The competent court in Tel Aviv, Israel shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.

7.10 This Deed expresses the full and exhaustive rights relating to the indemnification obligations between the Company and yourself concerning the issues and matters discussed in it, replacing and canceling any representation, memorandum, proposals, summaries of discussions, letters of intentions or obligations, agreements, deeds of obligation or any other document, that prevailed or was exchanged between the parties, whether in writing or verbally, in the issues and matters stated between you and the Company prior to the signing of this Deed.

In witness thereof, the Company's authorized signatories have signed below.

_____

MTI Wireless Edge Ltd.

I hereby accept this Deed and I hereby confirm my agreement to be bound by all of its terms.

_____

Appendix A

Indemnification Events

1. Any claim or requirement filed in connection with a transaction (including an exceptional transaction as defined in Section 1 of the Companies Law) whether or not within the ordinary course of business of the Company, including negotiations relating to a commitment, transfer, sale, purchase, lease or mortgage of assets or liabilities (including real estate, securities or rights) or the giving or receiving of a right in any of them and/or of various rights, including a merger of the Company with another entity and including the acquisition of operations and its merging into the operations of the Company and also any action relating directly or indirectly to a transaction.

2. Any claim or requirement in connection with an action, relating directly or indirectly to the business of the Company, including negotiations, commitments and agreements of any kind and type whatsoever, including the

execution or termination thereof with contractors, agents, distributors, customers, suppliers, service providers and the like.

3. Any claim or requirement in connection with the giving or receiving of credit, the mortgaging of assets and liabilities and the giving or receiving of securities, including commitments in financing agreements with banks or other financial organisations, pursuant to the financing of transactions or commitments, which are executed by the Company, directly or indirectly, and also any action involved in the aforementioned matters.

4. Any claim or requirement in connection with the issuing of securities, including but without prejudice to the generality of the foregoing, the offering of securities to the public pursuant to a prospectus, a private offering, the issuing of bonus shares or the offering of securities of the Company of any kind whatsoever and in any other manner and also other actions pertaining to the capital of the Company.

5. Any claim or requirement in connection with actions or events emerging from the fact that the Company is a public company and/or from the fact that its securities have been offered to the public or for trading on the Alternative Investment Market of the London Stock Exchange Plc, including the giving of notices or reports or the omission to file such report or notice.

6. Events that have influenced or were liable to influence the profitability of the Company or its property or its rights and liabilities.

7. Any claim or requirement concerning non-discovery or a failure to provide any kind of information at the time required according to the relevant law or in connection with a misleading or defective discovery of information to third parties, including income tax, value added tax, national insurance, local authorities, holders of securities of the Company and any other governmental or institutional organisation whether in Israel or abroad, including in all matters pertaining to the issuing, allotment, distribution, purchase, holdings or linkage to the securities of the Company or any activity or any other investment activity, involving or which is influenced by the securities of the Company.

8. Any claim or requirement in connection with the giving of information, representations, opinions, financial statements, reports or notices to any competent authority (including the Registrar of Companies, the Securities Authority or the London Stock Exchange Plc) in accordance with any law, including but without prejudice to the foregoing, the Companies Law and the Securities Law, including regulations enacted pursuant to these or according to rules or guidelines customary to the Alternative Investment Market of the London Stock Exchange Plc or according to the provisions of the relevant tax applying to the Company.

9. Any claim or requirement in connection with actions pertaining to the lodging of proposals for tenders, concessions or licenses of any kind and type whatsoever.

10. Actions within the framework of the legal proceedings of the Company or against it.

11. Any claim or requirement in connection with actions or resolutions, concerning the issuing and receiving of licenses and permits including business licenses and also licenses and approvals, required for the handling of any of the business affairs of the Company.

12. Any claim or requirement in connection with the distribution of dividends to the shareholders of the Company.

13. Any claim or requirement filed by employees, consultants, agents or other individuals or by an organisation which is employed by or provides services to the Company in connection with compensation due to them, or damages or liabilities, which were caused to them as a result of their employment by the Company or their commitment to the Company, including events pertaining to the terms of employment of employees and the employer - employee relations, including the promotion of workers, the holding of negotiations in connection with the terms of employment or termination thereof, the handling of pension arrangements, insurance funds, providence funds or saving funds, loans to employees, the vesting of securities and other benefits.

14. Any claim or requirement in connection with any action or resolution in matters pertaining, directly or indirectly, to safety at work, environmental matters or provisions of the law, procedures or standards, according to their application either in Israel or outside of Israel in connection with safety at work or environmental matters, inter alia, pertaining to contamination, protection of health, manufacturing processes, distribution, usage, handling, storage and delivery of certain materials or products including corporal damage, property damage and environmental damage.

15. Any claim or requirement filed by a third party that was the subject of loss or damage to a business or to a personal asset, including the loss of utility thereof, resulting from any course of action or an omission relating to the Company or its employees, agents or other people acting on behalf of the Company or purporting to act on behalf of the Company.

16. Any claim or requirement in connection with an action or a resolution in matters pertaining, directly or indirectly, to business restrictions, including binding arrangements, mergers and monopolies.

17. Any claim or requirement filed by a customer, supplier, contractor or other third party, with any type of business relationship with the Company.

18. Any claim or requirement in reference to a change of Company structure or reorganization or any resolution in connection with them, including but without prejudice to the generality of the foregoing, a purchase, merger, sale,

change in the capital of the Company, an arrangement between the Company and its shareholders or companies under their control, the establishment of subsidiaries or affiliated companies, the liquidation or sale thereof, allotment or distribution.

19. Any claim or requirement in reference to an expression or a saying, including the expression of an opinion made in good faith by the Officer within the framework of his office or on the strength of his position, including within the framework of meetings of the Board of Directors or any of its committees.

20. Any claim or requirement filed by purchasers, proprietors, lessees or other holders of assets or products of the Company or individuals engaging in the aforementioned products, concerning damages or losses pertaining to the aforementioned assets or products.

21. Any claim or requirement with reference to a resolution or an operation of the Company or an Officer thereof within the framework of his position with the Company, following the execution of the appropriate examination and consultations, in accordance with the type of resolution or operation, including resolutions taken by the Board of Directors of the Company or any of its committees.

22. Any claim or requirement in connection with an action or an omission which has led to a failure to commit in the appropriate insurance arrangements and also any matter in connection with negotiations, commitment with insurance and the operations of insurance policies and/or inadequate safety measures and/or a malpractice of risk management.

23. Any provision, which is included in this Appendix, pertaining to the execution of a certain action shall be interpreted as if it refers also to the lack of its execution or avoidance of execution of same action and all unless the context of any specific provision may not permit such an interpretation.

24. Any claim or demand made for actual or alleged infringement, misappropriation or misuse of any third party's intellectual property rights including, but not limited to confidential information, patents, copyrights, design rights, service marks, trade secrets, copyrights, misappropriation of ideas by the Company, it's subsidiaries. Actions taken in connection with the Intellectual Property of the Company and its protection, including the registration or assertion of rights to intellectual property and the defense of claims relating thereof.

25. Any claim or demand made by any third party suffering any personal injury and/or bodily injury and/or property damage to business or personal property through any act or omission attributed to the Company, it's subsidiaries, or their respective employees, agents or other persons acting or allegedly acting on their behalf.

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Schedule C

Chairman - Mr Zvi Borovitz
Fixed component-- Reduction in fee as part of a reduction of minimum time to be worked from the previously approved 2022 remuneration plan (apart from adjustments in relation to inflation based on a CPI increase in line with the existing terms of the Management Services Agreement.

The chairman shall be entitled to a management fee of NIS 51,000 per month (previously NIS 62,800) based on a minimum of 40% (previously 50%) of a standard working week . This fixed component shall be linked to CPI-related inflation adjustment increases, as per the existing terms of the Management Services Agreement.

In addition to the management fee the chairman is entitled to a car as per the existing terms of the Management Services Agreement.

Variable Component- No change from the 2022 remuneration plan, beside the minimum as detailed below.
Minimum- No bonus will be paid if the Company's net consolidated profit is below US$1,200,000 (previously US$800,000). A variable bonus of 2.5% of the Company's net consolidated profit above US$1,200,000 (previously US$800,000), prior to the bonuses distributed by the Company to its managers under the remuneration policy, will be paid.

Maximum- Maximum Variable Compensation per annum - US$100,000.

Equity Compensation- No updates versus the 2022 remuneration plan.

CEO - Mr Moni Borovitz
Fixed component- 13% increase from the previously approved Management Services Agreement, after six years without change (apart from adjustments in relation to inflation based on a CPI increase in line with the existing terms of the Management Services Agreement).

The CEO shall be entitled to a management fee of NIS 100,000 per month (previously 88,500) based on a minimum of 90% of a standard working week. This fixed component shall be linked to the CPI-related inflation adjustment increase per the

existing terms of the Management Services Agreement.

In addition to the management fee the CEO is entitled to a car as per the existing terms of the Management Services Agreement.

Variable Component- No change from the 2022 remuneration plan, beside the minimum as detailed below.
Minimumfor any bonus - Positive Net Profit after payment of bonuses.
Up to three monthly Salaries (monthly Salary = NIS 100,000) by meeting certain goals presented by the remuneration committee at the beginning of each year or per the committee's decision to give such for special performance. In addition, a variable bonus of (i) one monthly salary if the Company's consolidated revenue increased by more than 5% from the previous year, and (ii) 2.5% of the Company's net consolidated profit above $1,200,000 (previously US$800,000) prior to bonuses distributed by the Company to its managers under the remuneration policy.

Maximum- Maximum Variable Compensation per annum - eight times the monthly Management Fee.

Equity Compensation- No updates versus the 2022 remuneration plan save for the Option Plan that was announced on 20 November 2023 and approved on 5 January 2024.

It should be noted that the overall suggested management fee under the proposedManagementServices Agreement will not be changed from the current management fee.

For the avoidance of doubt, the indemnification Deed and Directors' and Officers' insurance arrangements applicable to the Company's directors and officers and in accordance with the 2025 Remuneration Policy shall apply to the Management Company, Mr. Zvi Borovitz and Mr. Moni Borovitz.

About MTI Wireless Edge Ltd. ("MTI")

Headquartered in Israel, MTI is a technology group focused on comprehensive communication and radio frequency solutions across multiple sectors through three core divisions:

Antenna division

MTI is a world leader in the design, development and production of high quality, state-of-the-art, and cost-effective antenna solutions including Smart Antennas, MIMO Antennas and Dual Polarity Antennas for wireless applications. MTI supplies antennas for both military and commercial markets from 100 KHz to 174 GHz.

Internationally recognized as a producer of commercial off-the-Shelf and custom-developed antenna solutions in a broad frequency range, MTI addresses both commercial and military applications.

MTI supplies directional and omnidirectional antennas for outdoor and indoor deployments, including smart antennas for 5G backhaul, Broadband access, public safety, RFID, base station and terminals for the utility market.

Military applications include a wide range of broadband, tactical and specialized communication antennas, antenna systems and DF arrays installed on numerous airborne, ground and naval, including submarine, platforms worldwide.

Water Control & Management division

Via its subsidiary, Mottech Water Solutions Ltd ("Mottech"), MTI provides high-end remote control and monitoring solutions for water and irrigation applications based on Motorola's IRRInet state-of-the-art control, monitoring and communication technologies.

As Motorola's global prime-distributor Mottech serves its customers worldwide through its international subsidiaries and a global network of local distributors and representatives. With over 25 years of experience in providing customers with irrigation remote control and management, Mottech's solutions ensure constant, reliable and accurate water usage, increase crops quality and yield while reducing operational and maintenance costs providing fast ROI while helping sustain the environment. Mottech's activities are focused in the market segments of agriculture, water distribution, municipal and commercial landscape as well as wastewater and storm-water reuse.

Distribution & Professional Consulting Services division

Via its subsidiary, MTI Summit Electronics Ltd., MTI offers consulting, representation and marketing services to foreign companies in the field of RF and Microwave solutions and applications including engineering services (including design and integration) in the field of aerostat systems and the ongoing operation of Platform subsystems, SIGINT, RADAR, communication and observation systems which is performed by the

Company. It also specializes in the development, manufacture and integration of communication systems and advanced monitoring and control systems for the Government and defence industry market.

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[1] With regard to the GM of Representation division - 10% (and not 2.5%) of the operating profit of this segment exceeding the floor, plus 0.5% of the consolidated net profit exceeding the Consolidated Net Profit Floor

[2] Currently, the officer's employment agreements do not include severance grants/adaption grant

[3] as such terms are defined in the Companies Law, 1999 (the "**Officer**" and the "**Companies Law**", respectively)

[4] In this section "**completion of proceedings without the filing of an indictment in a matter in which a criminal investigation was instigated**" and "**a financial liability as an alternative to criminal proceedings**" - is pursuant to the definitions given in Section 260(a)(1a) of the Companies Law, as amended from time to time.

[5] In this section "**another person**" - including in the event of a claim, which was filed against an Officer by way of a derivative action.

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