

לכבוד  
אונאבו מובייל בע"מ  
רחוב דרך אבא הלל 16  
רמת גן מיקוד 5250608

רשות התאגידים  
רשם החברות והשותפויות



מדינת ישראל  
משרד המשפטים

ח' טבת תשע"ד  
11/12/2013

**הנדון: אישור בדבר רישום הודעה על שינוי/החלפת תקנון**

בחברה אונאבו מובייל בע"מ  
מספר תאגיד 514439256

תחילת מסמך

הננו לאשר כי בהתאם למכתבכם שהתקבל במשרדנו ביום 11/11/2013 נרשם ביום 11/12/2013 שינוי/החלפת תקנון החברה כמבוקש לפי החלטת האסיפה הכללית.

בכבוד רב,  
כהן גלית  
רשות התאגידים  
רשם החברות והשותפויות



מגדלי הבירה (בנין 1) רח' ירמיהו 39 (קומה 10) ירושלים 9446722, ת"ד 28178 ירושלים 101 912  
טלפונים: 1-700-70-60-44 פקס: 02-6467868 taagidim.justice.gov.il

אישור שמסמך זה החתום אלקטרונית,  
מהווה העתק של מסמך (מקור או העתק) המצוי  
ביום החתימה בתיק התאגיד ברשות התאגידים

10 בנובמבר 2013

034452

לכבוד  
ר'שם החברות  
ר'חוב ירמיהו 39  
ירושלים 9134001  
ג.א.נ.

ב'אמצעות ב'ירוקל

ה'נדון: אונ'אבו מוב'ייל בע"מ ח.פ. 6-443925-51 (להלן "החברה")

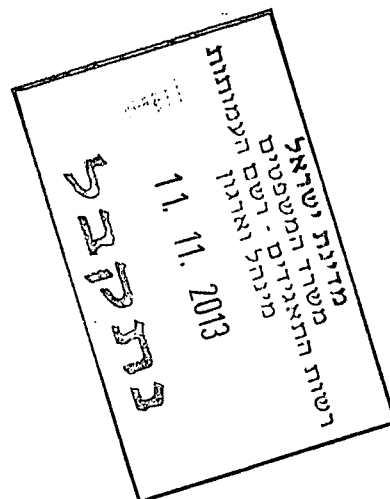
ב'שם מרשתנו, החברה שבנידון, הרינו ל'פנות אליכם כדלקמן:

1. בת'אריך ה-25 באוקטובר 2013 אישרה האסיפה הכללית את אימוצו של תקנון חדש לחברה, אשר החליף בכללותו את התקנון הנוכחי של החברה. הודעה על שינוי תקנון החברה בהת'אם לסעיפים 20 ו-21 לחוק החברות, התשנ"ט-1999 מצ"ב כ'נספח א' למכתב זה. בנוסף, מצ"ב התקנון החדש בשפה האנגלית כ'נספח ב' למכתב זה. תקנון זה מוגש בשפה האנגלית בהמשך להגשות קודמות אשר בוצעו בשפה האנגלית, כפי שניתן לראות מאישורכם מת'אריך 10.01.12, בו אושר התקנון באנגלית אשר התקבל לבדיקה במשרדכם בת'אריך 29.12.11, המצורף כ'נספח ג' למכתב זה.
2. הודעה על העברת מניות בחברה בהת'אם לסעיף 140(6) לחוק החברות, התשנ"ט-1999, מצ"ב כ'נספח ד' למכתב זה.
3. נודה לעדכון רשומותיכם בהת'אם.
4. נשמח לעמוד לרשותכם לצורך מתן הבהרות, ככל שתידרשנה.

בברכה

טל שחר, עו"ד

ר'ק / ר'צ'י ר'צ'י



רשות  
הת'אגידים

אישור שמסמך זה החתום אלקטרונית,  
מהווה העתק של מסמך (מקור או העתק) המצוי  
ביום החתימה בתיק הת'אגיד ברשות הת'אגידים

אל: דשם החברות

הודעה על שינוי בתקנון


(סעיפים 20, 21 לחוק החברות, התשנ"ט – 1999 (להלן: "החוק"))

חברה: אונאבו מובייל בע"מ

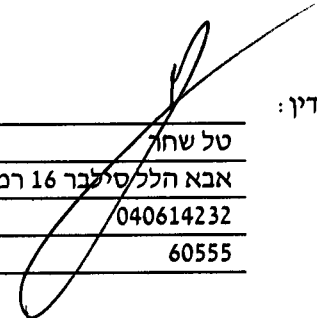
מספר חברה: 51-443925-6

מודיעה בזאת, כי ביום 25 באוקטובר 2013, התקבלה החלטה בכתב של בעלת המניות היחידה בחברה, בדבר החלפת תקנון החברה בתקנון המצ"ב כ- נספח א' להודעה זו.

אני מאשר כי האמור בהודעה זו משקף את האמור בהחלטה האמורה. אני מצהיר כי הנני נושא משרה בחברה כאמור בסעיף 39 לחוק.

	תאריך	נושא משרה	066523150	רואי טיגר
חתימה	5-11-13	תפקיד בחברה	מספר זהות <sup>1</sup>	שם ממלא הטופס

אני עורך דין טל שחר, מאשר בזה כי רואי טיגר המוכר לי אישית, ושזיהה עצמו בפני בתעודת זהות שמספרה 066523150, ולאחר שהזהרתיו כי עליו להצהיר את האמת וכי יהיה צפויה לעונשים הקבועים בחוק אם לא יעשה כן, אישר את נכונות הצהרתו דלעיל וחתם עליה בפני.

	חתימת עורך הדין:	5-11-13	תאריך:
טל שחר	שם:		
אבא הלל סילבר 16 רמת גן	מען:		
040614232	ת.ז.:		
60555	מס' רישיון:		



<sup>1</sup> מי שאינו בעל תעודת זהות ישראלית, יציין את מספר דרכונו והמדינה בה הוצא, ויצרף, אם זהו הדיווח הראשוני לגביו מטעם החברה, העתק כאמור בתקנה 16 לתקנות החברות (דיווח, פרטי רישום וטפסים) התש"ס – 1999.

אישור שמסמך זה החתום אלקטרונית, מהווה העתק של מסמך (מקור או העתק) המצוי ביום החתימה בתיק התאגיד ברשות התאגידים

# The Companies Law, 5759-1999

## Articles of Association of

### Onavo Mobile Ltd.

(the "Company")

#### 1. Definitions

1.1. Capitalized terms used in these Articles of Association (the "Articles") shall bear the meanings ascribed to such terms as set forth in this Article, unless inconsistent with the context:

the "Company" – as defined in Paragraph 2 of these Articles.

the "Law" – the Companies Law, 5759-1999 and the regulations promulgated thereunder, as shall be in effect from time to time.

1.2. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Law, unless the context necessitates otherwise. Words denoting the singular number shall include the plural number and vice versa; words denoting the masculine gender shall include the feminine gender; words denoting persons shall include corporations.

#### 2. Name of the Company

In Hebrew: אונאבו מובייל בע"מ

In English: **Onavo Mobile Ltd.**

#### 3. Company's Objectives

3.1. The Company's objectives are to carry on any business, and do any act, which is not prohibited by law.

3.2. The Company may donate a reasonable amount of money for any purpose that the Board of Directors of the Company (the "Board") finds appropriate, even if the donation is not for business considerations for the purpose of achieving profits to the Company.

#### 4. Share Capital

4.1. The share capital of the Company is NIS 4,726,776, divided into:

4.1.1. 304,085,345 Ordinary Shares, par value of NIS 0.01 each;

4.1.2. 90,000,000 Preferred A Shares, par value of NIS 0.01 each; and

4.1.3. 78,592,255 Preferred B Shares, par value of NIS 0.01 each.

4.2. The rights attached to all shares of the Company shall be equal, and for each share paid in full there shall be one vote in the General Meeting of the Company's shareholders.

#### 5. Limitation of Liability

5.1. Each shareholder's obligations to the Company's obligations is limited to payment of the amount at which the shares were issued to such shareholder, but not less than the par value of the shares that were issued to such shareholder, unless the Shares were lawfully issued for an amount lower than the par value of such shares, in which case the shareholder's liability shall be limited to payment of the amount for which the shares were issued to him.



אישור שמסמך זה החתום אלקטרונית,  
מהווה העתק של מסמך (מקור או העתק) המצוי  
ביום החתימה בתיק התאגיד ברשות התאגידים

- 5.2. The Company shall not be permitted to change the scope of a shareholder's liability or require a shareholder to purchase additional shares without such shareholder's consent.

## 6. Limitations

- 6.1. The right to transfer shares is restricted in the manner hereinafter prescribed.
- 6.2. Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- 6.3. the number of shareholders (exclusive of persons who are in the employment of the Company, or of persons who having been formerly in the employment of the Company were, while in such employment, and have continued after the termination of such employment to be, shareholders of the Company) is limited to 50; provided that where two or more persons hold one or more shares in the Company jointly they shall, for the purpose of this Article, be treated as a single shareholder.

## 7. Shares

- 7.1. Without derogating from any special rights of the Company's shareholders, if such shall be granted, the Company may allocate and issue shares with preferred rights or deferred rights or issue preferred shares from the share capital that had not previously been issued, or issue shares with restricted rights or other special rights or voting rights, rights of redemption, or relating to other matters as shall be determined by the Company from time to time by way of a shareholders' resolution or resolution of the Board, as applicable.
- 7.2. If at any time, the share capital is divided into different classes of shares, the Company may, by way of a shareholders resolution (unless the terms of allotment of that class of shares provide otherwise), change, convert, expand, add or otherwise modify the rights, privileges, advantages, restrictions and provisions associated or not associated at that time with any of the classes, or as shall be determined by the shareholders resolution which shall be passed at a separate General Meeting of the holders of the shares of such class. The provisions of these Articles relating to General Meetings shall apply, mutatis mutandis, to any separate General Meeting of the holders of the shares of a particular class.
- 7.3. The shares shall be under the control of the Board, who shall have the power to allot shares as it may find fit, for a cash payment or for a non-cash payment, with the same limitations and conditions, whether for a premium, at par or, subject to the provisions of the Law, at a discount, and at such times that the Board finds fit, and such allotment shall entail the authority to make calls for payment for any such shares, whether for an amount equal to the par value of such shares or an amount exceeding their par value, for such duration of time and at such amount which the Board shall find fit, provided such call for payment shall be delivered to all shareholders.
- 7.4. If by the terms of allotment of any share, the whole or any part of the price thereof shall be payable in installments, every such installment shall, when due, be paid to the Company by the then registered holder of the share or by the custodian of such person or by a person lawfully holding such shares at that time.
- 7.5. Unless otherwise set forth in these Articles, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and, accordingly, shall not, except as ordered by a court of competent jurisdiction, or as required by statute, be bound to recognize any equitable or other claim to, or interest in such share on the part of any other person.



- 7.6. Section 290(a) of the Law shall not apply to the Company.
- 7.7. The Company shall be permitted, subject to the provisions of the Law, to issue redeemable shares and to redeem such shares.

## 8. Transfer of Shares

- 8.1. The right to transfer Shares in the Company is subject to the approval of the Board, such approval shall be at the sole discretion of the Board. The Board may refuse to approve such transfer or assignment without the need to give any reasons.

## 9. General Meeting

- 9.1. The Company may adopt resolutions of the General Meeting without convening a shareholders' meeting, provided such resolutions are adopted unanimously by all shareholders entitled to vote in such a meeting. If resolutions are adopted in such a manner, the chairman of the Board, and if there is no chairman, the director who initiated the resolution, shall record the minutes of the meeting and attach thereto the signatures of all of the said shareholders.
- 9.2. The Company is not obligated to hold annual meetings, save for to the extent necessary to appoint an auditor.

## 10. Board of Directors

- 10.1. The Board shall consist of such number as determined by a shareholders' resolution of the Company, but will not be less than 1.
- 10.2. Each member of the Board shall be appointed and removed by resolution of the shareholders of the Company, and shall continue to serve as a director until the conclusion of the following General Meeting at which time another director is appointed as his successor, or until the appointment of his successor, if designated for a later time. The term of directorship of a director who was appointed by the General Meeting shall commence upon the conclusion of the General Meeting at which he was appointed, unless a later date was designated in the resolution pursuant to which he was appointed.
- 10.3. The Board may elect one of its members to be the chairman of the Board. The chairman of the Board shall preside at every meeting of the Board and shall sign the minutes of the meetings of the Board. The office of the chairman shall not, by itself, entitle the holder thereof to a second or casting vote.
- 10.4. The Board may convene meetings via any means of communication, including audio or video conference provided that each director participating in such call can simultaneously hear, and be heard by, each other director participating in such call. Such participation by a director in a meeting shall constitute attendance in person of that director at the meeting.
- 10.5. The Board may adopt resolutions, without convening a meeting of the Board, provided that all directors then in office and lawfully entitled to participate in the discussion on the proposed matter and to vote thereon have given their consent not to convene a meeting on such matters. If resolutions are adopted in such a manner, the chairman of the Board, and if there is no chairman, the director who initiated the resolution - shall record the minutes of the meeting and attach thereto the signatures of all of said directors. Such minutes shall be considered minutes of a meeting of the Board for all intents and purposes.
- 10.6. Any Board member is entitled to appoint an alternate director for himself (an "Alternate Director"). Any person may be an Alternate Director if such person is qualified to serve as a director of the Company, or if such person is already a director in the Company or an Alternate Director in the Company. Any Alternate Director shall have a vote equal to the vote of the Board member that he



substitutes. An Alternate Director shall have, subject to his letter of appointment, all authorities vested to the member of the Board he substitutes. The tenure of office of an Alternate Director shall automatically be terminated upon the dismissal of such member, or upon the office of the member of the Board he substitutes being vacated for any reason. In the event that a member of the Board is precluded by law or otherwise from participating in a meeting or a vote of the Board, such member shall be entitled to appoint an Alternate Director to so participate and/or vote in his place.

## 11. Signatory Rights

11.1. The Board shall be entitled to authorize any person or persons (who need not be directors) to sign on behalf of the Company, and to designate the form of such signature.

## 12. Notices

12.1. Any notice may be served by the Company to any shareholder at such shareholder's address or other contact details as specified in the register of shareholders, by personal delivery, postal delivery, facsimile, or in a prepaid envelope or package addressed to such shareholder.

12.2. All notices to be given to the shareholders, with respect to any share to which persons are jointly entitled, shall be given to whichever of such persons whose name appears first in the register of shareholders, and any notice so given shall be sufficient notice to the holders of such shares.

12.3. Any such notice sent via registered postal mail shall be deemed to have been served within three (3) business days after it has been posted; or when actually tendered in person to such shareholder; or upon electronic confirmation of delivery if it has been sent by facsimile on a business day (or within one business day if transmitted by facsimile on a non-business day).

12.4. If a person becomes entitled to any share under law, a transfer or any other means, such person shall be deemed included in any notice with respect to such share duly delivered, prior to the entry of person's name in the register of shareholders, to the person from whom entitlement to the share arose.

12.5. The accidental omission to give notice of a meeting to any shareholder or the non-receipt of notice sent to such shareholder shall not invalidate the proceedings at such meeting.

## 13. Exemption, Insurance and Indemnification

13.1. To the extent permitted under law, the Company may indemnify an Officer ('Nose Misra', as defined under the Law) for a liability or expense imposed on him or expended by him as a consequence of an act which he performed by virtue of being an Officer, including the following:

13.1.1. a financial liability imposed on such Officer in favor of any person pursuant to a judgment, including a judgment rendered in the context of a settlement or an arbitrator's decision not granted by a court;

13.1.2. reasonable litigation expenses expended incurred by an Officer as a result of an investigation or any proceeding instituted against him by an authority that is authorized to conduct an investigation or proceeding, and that was concluded without filing an indictment against the Officer and without imposing on the Officer a financial obligation in lieu of a criminal proceeding, or that was concluded without filing an indictment against the Officer but with imposing a financial obligation in lieu of a





criminal proceeding in an offence that does not require proof of *mens rea*, or in connection with a financial sanction.

In this section, "conclusion of a proceeding without filing an indictment in a matter in which a criminal investigation has been instigated" shall mean the closure of the file as ascribed in Paragraph 52 of the Criminal Procedure Law [Consolidated Version], 5742-1982, or a stay of proceedings granted by the attorney general in accordance with Paragraph 231 of the Criminal Procedure Law [Consolidated Version], 5742-1982; and "financial liability in lieu of a criminal proceeding" shall mean financial liability imposed under law in lieu of a criminal proceeding, including administrative fines in accordance with the Administrative Offenses Law, 5746-1985 and fines imposed for an offense designated as an offense subject to fine in accordance with the Criminal Procedure Law, monetary sanctions or penalty, and the term "financial sanction" shall mean such term as referred to in Section 260(a)(1a) of the Law;

- 13.1.3. reasonable litigation expenses, including attorneys' fees, incurred by an Officer or charged to him by a court, in a proceeding instituted against him by the Company or on its behalf or by another person, or in a criminal charge from which he was acquitted or in which he was convicted of an offense that does not require proof of *mens rea*;
  - 13.1.4. a payment which the Officer is obligated to make to an injured party as set forth in Section 52(54)(a)(1(a) of the Securities Law, 5728-1968 (the "**Securities Law**"), and expenses that the Officer incurred in connection with a proceeding under Chapters H'3, H'4, or I'1 of the Securities Law, including reasonable legal expenses, which term includes attorney fees; and
  - 13.1.5. any other circumstances with respect to which the Company may under the Law or any other applicable law indemnify an Officer of the Company.
- 13.2. The Company may undertake to indemnify an Officer, in advance, with respect to any of the following:
- 13.2.1. as set forth in Article 13.1, provided that the undertaking to indemnify shall be limited to events which the Board believes are predictable in light of the Company's business de facto at the time the undertaking to indemnify is granted, and to amounts or criteria that the Board had determined to be reasonable under the circumstances, and that the undertaking to indemnify shall specify such predictable events and the amounts or criterion so determined; and
  - 13.2.2. as set forth in Articles 13.1.2, 13.1.3, 13.1.4 and 13.1.5.
- 13.3. Subject to the Law, the Company may indemnify an officer ex post facto.
- 13.4. Subject to the provisions of the Law and to the extent permitted under law, the Company may release, in advance, an Officer from all or any part of the liability due to damages arising out of a breach of duty of care towards the Company.
- 13.5. Notwithstanding anything to the contrary contained herein and subject to applicable law, these Articles are not intended, and shall not be interpreted, to restrict the Company in any manner in respect of the procurement of insurance and/or in respect of indemnification:





- 13.5.1. in connection with any person who is not an Officer, including, without limitation, any employee, agent, consultant or contractor of the Company who is not an Officer; and/or
- 13.5.2. in connection with any Officer to the extent that such insurance and/or indemnification is not specifically prohibited under law.
- 13.6. To the extent permitted under law, the Company may enter into an agreement for the insurance of all or any part of the liability of an Officer imposed on him due to an action performed by virtue of being an Officer in the Company, with respect to any of the following:
  - 13.6.1. a breach of his duty of care – as such term is defined in Article A of Chapter 3, Part 6 of the Law – towards the Company or towards another person;
  - 13.6.2. a breach of his fiduciary duty – as such term is defined in Article B of Chapter 3, Part 6 of the Law – towards the Company, provided that the Officer acted in good faith and had reasonable cause to assume that such act would not prejudice the interests of the Company;
  - 13.6.3. a financial obligation imposed on him in favor of another person due to an action performed by him by virtue of being an Officer in the Company; or
  - 13.6.4. for a payment which the Officer is obligated to make to an injured party as set forth in Section 52(54)(a)(1(a) of the Securities Law, and expenses that the Officer incurred in connection with a proceeding under Chapters H'3, H'4, or I'1 of the Securities Law, including reasonable legal expenses, which term includes attorney fees.
  - 13.6.5. any other circumstances with respect to which the Company may be able under the Law or any other applicable law to insure and indemnify an Officer of the Company.
- 13.7. Subject to the provisions of the Law, the Company hereby releases, in advance, each of its Officers from time to time from liability to the Company for any damage that arises from the breach of such Officer's duty of care to the Company (within the meaning of such terms under Sections 252 and 253 of the Law), other than breach of the duty of care towards the Company in a distribution (as such term is defined in the Law).

\* \* \*



לכבוד  
אונאבו מובייל בע"מ  
רחוב מנחם בגין 7, בית גיבור ספורט קומה 24  
רמת גן  
באמצעות: שירה בוביס, עו"ד

רשות התאגידים  
רשם החברות והשותפויות



מדינת ישראל  
משרד המשפטים

ט"ו סבת תשע"ב  
10/01/2012

**הנדון: אישור בדבר רישום הודעה על שינוי/החלפת תקנון**

בחברה אונאבו מובייל בע"מ  
מספר תאגיד 514439256

הננו לאשר כי בהתאם למכתבכם שהתקבל במשרדנו ביום 29/12/2011 נרשם ביום 10/01/2012 שינוי/החלפת תקנון החברה כמבוקש לפי החלטת האסיפה הכללית.

בכבוד רב,  
רותם משלי  
רשות התאגידים  
רשם החברות והשותפויות



מרכז כלל, רח' יפו 97 (קומה 13), ת.ד. 28178, ירושלים 91281

טלפונים: 1-700-70-60-44 פקס: 02-6467868 [taagidim.justice.gov.il](http://taagidim.justice.gov.il)

אישור שמסמך זה החתום אלקטרונית,  
מהווה העתק של מסמך (מקור או העתק) המצוי  
ביום החתימה בתיק התאגיד ברשות התאגידים





משרד המשפטים  
מסמך זה הינו העתק שנסרק בשלמותו ביום ובשעה המצוינים,  
בסריקה ממוחשבת מהימנה מהמסמך המצוי בתיק,  
בהתאם לנוהל הבדיקות במשרד המשפטים.  
על החתום

משרד המשפטים (חתימה מוסדית).



אישור שמסמך זה החתום אלקטרונית,  
מהווה העתק של מסמך (מקור או העתק) המצוי  
ביום החתימה בתיק התאגיד ברשות התאגידים