

## Submission Data File

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

**SCHEDULE 13D**

**InspireMD, Inc.**

(Name of Issuer)

**Common Stock, \$0.0001 par value per share**

(Title of Class of Securities)

**45779A846**

(CUSIP Number)

**Craig Shore  
c/o InspireMD, Inc.  
4 Menorat Hamaor, St.  
Tel Aviv, Israel 6744832**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**June 8, 2023**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No.** 45779A846

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Craig Shore	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions) AF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 663,831 (1)
	<b>8</b>	SHARED VOTING POWER 1,036,328 (2)
	<b>9</b>	SOLE DISPOSITIVE POWER 663,831 (1)
	<b>10</b>	SHARED DISPOSITIVE POWER 1,036,328 (2)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,700,159 (3)	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.01% (3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) IN	

- (1) Consists of (i) 54,902 shares of common stock, \$0.0001 par value per share (the "Shares"), (ii) options to purchase 22,612 Shares that are currently exercisable or exercisable within 60 days of the reporting date, (iii) 15,085 Shares of restricted stock granted under the Israeli Appendix of the InspireMD, Inc. 2013 Long-Term Incentive Plan (the "2013 Plan"), and (iv) 571,232 Shares of restricted stock granted under the 2021 Equity Incentive Plan ("the 2021 Plan" and together with the 2013 Plan, the "Plans").
- (2) Consists of (i) 48,511 Shares of restricted stock granted to employees under the Israeli Appendix of the 2013 Plan held in trust, and with respect to which Mr. Shore was granted a proxy with the right to vote such shares at his discretion, and (ii) 987,817 Shares of restricted stock granted to employees under Section 5 of the 2021 Plan held in trust, and with respect to which Mr. Shore was granted a proxy with the right to vote such shares at his discretion. The Reporting Person disclaims beneficial ownership of all shares except those for which he has sole dispositive power.
- (3) Consists of (i) 54,902 Shares, (ii) options to purchase 22,612 Shares that are currently exercisable or exercisable within 60 days of the reporting date, (iii) 15,085 Shares of restricted stock granted under the Israeli Appendix of the 2013 Plan, (iv) 571,232 Shares of restricted stock granted under the 2021 Plan, (v) 48,511 Shares of restricted stock granted to employees under the Israeli Appendix of the 2013 Plan held in trust, and with respect to which Mr. Shore was granted a proxy with the right to vote such shares at his discretion, (vi) 987,817 Shares of restricted stock granted to employees under Section 5 of the 2021 Plan held in trust, and with respect to which Mr. Shore was granted a proxy with the right to vote such shares at his discretion. The Reporting Person disclaims beneficial ownership of all shares except those for which he has sole dispositive power.
- (3) Based upon 21,192,204 Shares issued and outstanding as of the reporting date, which amount was provided to the Reporting Person by the Issuer.

## **Item 1. Security and Issuer**

This statement relates to the Shares, of InspireMD, Inc., a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is 4 Menorat Hamaor St., Tel Aviv, Israel 6744832.

## **Item 2. Identity and Background**

- (a) This statement is filed by Craig Shore.
- (b) The principal business address of the Reporting Person is 4 Menorat Hamaor St., Tel Aviv, Israel 6744832.
- (c) The principal occupation of the Reporting Person is serving as the Chief Financial Officer, Chief Administrative Officer, Secretary and Treasurer of the Issuer.
- (d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) The Reporting Person has not, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The Reporting Person is a citizen of Israel and the United States.

## **Item 3. Source and Amount of Funds or Other Considerations**

Certain employees of the Company to whom equity has been granted under the Plans have granted an irrevocable proxy and power of attorney pursuant to an agreement (each a “Proxy Agreement” and collectively, the “Proxy Agreements”) to vote, act by written consent or grant a consent, proxy or approval in respect Shares granted to such employees pursuant to Plans so long as the Shares are held by the Section 102 Trustee. For the purposes hereof, “Section 102 Trustee” means any entity appointed by the Company to serve as a trustee and approved by the Israeli Tax Authorities, all in accordance with the provisions of Section 102(a) of the Israeli Tax Ordinance (New Version) 1961, as amended and the rules and regulations promulgated thereunder.

As of the reporting date, 1,036,328 Shares are subject to the Proxy Agreements. Those shares, in the aggregate, represent approximately 4.89% of the combined voting power of the Company’s outstanding common stock. The form of Proxy Agreement is described in greater detail in, and filed as an exhibit to, this Schedule 13D.

As a result of the Proxy Agreements, the Reporting Person may be deemed to have acquired beneficial ownership of all shares subject to the Proxy Agreements. The Reporting Person disclaims beneficial ownership of all shares subject to the Proxy Agreement, except for those shares with respect to which the Reporting Person, respectively, possesses sole dispositive power as noted in Item 5 below.

On May 17, 2023, the Reporting Person received a grant of 522,580 restricted Shares and option to purchase 174,190 Shares pursuant to the 2021 Plan. The restricted Shares and options may not be transferred or exercised, respectively, until they have vested. The restricted Shares and options vest in three equal installments, with 1/3 vesting on each of May 17, 2024, May 17, 2025 and May 17, 2026, subject to the Reporting Person’s continued service. The Reporting Person owns other Shares and option to purchase Shares that have been granted to the Reporting Person pursuant to the Plans. Those Shares are not subject to the Proxy Agreements and the Reporting Person has the sole power to vote and dispose of those Shares. The Reporting Person did not pay any cash consideration for the restricted Shares option to purchase Shares or other grants pursuant to the Plans.

The Reporting Person owns other Shares and option to purchase Shares that have been granted to the Reporting Person pursuant to the Plans. Those Shares are not subject to the Proxy Agreements and the Reporting Person has the sole power to vote and dispose of those Shares.

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#### **Item 4. Purpose of Transaction**

Item 3 above is hereby incorporated into this Item 4 by reference. The Reporting Person serves as an executive officer of the Issuer and, in such capacity, may be involved in reviewing transactions involving the Issuer and may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

As of the date hereof, the Reporting Person in his individual capacity does not have any present plans or proposals that relate to, or would result in, any actions or events specified in clauses (a) through (j) of Item 4 to Schedule 13D. The Reporting Person may, at any time and from time to time, (i) review or reconsider his position in the Issuer or change his purpose or formulate plans or proposals with respect thereto or (ii) propose or consider one or more of the actions described in clauses (a) through (j) of Item 4 to Schedule 13D.

From time to time, the Reporting Person may also acquire beneficial ownership of additional Shares or other securities of the Issuer as compensation from the Issuer, by purchase or otherwise, including, but not limited to, awards of restricted Shares, options to purchase Shares, and restricted stock units for Shares, or dispose of some or all of the Shares beneficially owned by the Reporting Person in the open market or in privately negotiated transactions (which may be with the Issuer or with third parties) on such terms and at such times as the Reporting Person may deem advisable.

#### **Item 5. Interest in Securities of the Issuer**

- (a) – (b) The information contained in rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Schedule 13D (including the footnotes thereto) is incorporated by reference herein.

As of the reporting date, 1,036,328 Shares are subject to the Proxy Agreements. Those shares, in the aggregate, represent approximately 4.89% of the combined voting power of the Company's outstanding common stock. The Reporting Person has the power to vote the shares subject to the Proxy Agreements. As a result, Reporting Person may be deemed to have acquired beneficial ownership of all shares subject to the Proxy Agreements. The Reporting Person disclaims beneficial ownership of all shares subject to the agreement, except for those shares with respect to which each Reporting Person, respectively, possesses sole dispositive power as noted below. The Proxy Agreement is described in greater detail in, and filed as an exhibit to this Schedule 13D.

- (c) No transactions in the Issuer's Shares were effected during the past 60 days by the Reporting Person except as set forth in Item 3 above.
- (d) Except for the Shares listed in row 9 – Sole Dispositive, persons other than the Reporting Person have the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares listed in row 10 – Shared Dispositive Power. The information set forth under Item 3 above and Item 6 of this Schedule 13D is hereby incorporated by reference.
- (e) Not applicable.
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## **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The following description is qualified in its entirety by reference to the Proxy Agreement, which is incorporated by reference as Exhibits 1, and incorporated by reference herein.

### *Proxy Agreement*

Certain employees (the “Grantors”) of the Company to whom equity has been granted under the Plans have granted an irrevocable proxy and power of attorney pursuant to a Proxy Agreement to vote, act by written consent or grant a consent, proxy or approval in respect Shares granted to such employees pursuant to Plans so long as the Shares are held by the Section 102 Trustee. For the purposes hereof, “Section 102 Trustee” means any entity appointed by the Company to serve as a trustee and approved by the Israeli Tax Authorities, all in accordance with the provisions of Section 102(a) of the Israeli Tax Ordinance (New Version) 1961, as amended and the rules and regulations promulgated thereunder.

The Reporting Person, as a proxy and attorney-in-fact on behalf of the Grantors, is empowered by the Grantors to take any action permitted by the Proxy Agreement (or omit to take any such action) as the Reporting Person deems necessary, advisable or desirable at the Reporting Person’s sole and absolute discretion. The Grantors have appointed the proxy and power of attorney to the Reporting Person, or a person designated by the Company’s board of directors from time to time.

## **Item 7. Material to Be Filed as Exhibits**

[Exhibit 1 – Form of Section 102 Capital Gain Restricted Stock Award Agreement](#)

[Exhibit 2 – Form of Irrevocable Proxy and Power of Attorney Agreement](#)

### **Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 16, 2023

By: /s/ Craig Shore  
Craig Shore

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## Exhibit 1

## SECTION 102 CAPITAL GAIN RESTRICTED STOCK AWARD AGREEMENT

INSPIREMD, INC.  
2021 EQUITY COMPENSATION PLAN

1. Grant of Award. Pursuant to the InspireMD, Inc. 2021 Equity Compensation Plan (the “Plan”) for key employees and directors of InspireMD, Inc., a Delaware corporation (the “Company”), and its Subsidiaries (collectively, the “Group”),

XXX

(the “Participant”)

has been granted a Restricted Stock Award (the “Award”) in accordance with Section 8.1(j) of the Plan. The number of shares of Common Stock awarded under this Restricted Stock Award Agreement (this “Agreement”) is amount in words (XXX) shares (the “Awarded Shares”). The “Date of Grant” of this Award is [\*]. To receive this Award, the Participant must sign this Agreement and return it to the Company by [\*]. **This Agreement will be cancelled without a timely signature.** By signing this Agreement, the Participant agrees to be bound by the terms and conditions herein, the Plan and any and all conditions established by the Company in connection with Awards issued under the Plan, and the Participant further acknowledges and agrees that this Award does not confer any legal or equitable right (other than those rights constituting the Award itself) against the Company directly or indirectly, or give rise to any cause of action at law or in equity against the Company. The Company has designated the Awarded Shares as Approved 102 Awards (i.e. shares of Common Stock issued pursuant to Section 102(b) of the Ordinance) and held in trust by a trustee for the benefit of the Participant), and has classified them as CGAs that qualify for tax treatment in accordance with the provisions of Section 102(b)(3) of the Ordinance.

2. Subject to Plan. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of this Agreement, this Agreement shall control. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing.

3. Vesting. Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Shares shall vest as follows:

- a. One-third (1/3) of the total Awarded Shares (rounded down to the nearest whole share) shall vest on the first anniversary of the Date of Grant, provided that the Participant has continuously provided services to the Group as an employee through that date.
  - b. An additional one-third (1/3) of the total Awarded Shares (rounded down to the nearest whole share) shall vest on the second anniversary of the Date of Grant, provided that the Participant has continuously provided services to the Group as an employee through that date.
  - c. The remaining Awarded Shares shall vest on the third anniversary of the Date of Grant, provided that the Participant has continuously provided services to the Group as an employee through that date.
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Notwithstanding the foregoing, all of the then unvested Awarded Shares shall vest effective immediately prior to the consummation of a Change in Control, provided that the Participant has continuously provided services to the Group as an employee through the date of the consummation of the Change in Control.

For purposes hereof, “**Change in Control**” shall mean either of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (b) below) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(b) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company’s assets or otherwise succeeds to the business of the Company (the Company or such person, the “**Successor Entity**”)) directly or indirectly, at least 50% of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

For purposes of this Agreement, “**Subsidiary**” means any entity, whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

4. Forfeiture of Awarded Shares. Awarded Shares that are not vested in accordance with Section 3 shall be forfeited on the date of the Participant’s termination of employment with the Group (the “**Termination Date**”). Upon forfeiture, all of the Participant’s rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company or the Group.



In the event of Participant's termination of employment by the Group for Cause, all of the vested Awarded Shares shall be forfeited on the Termination Date. If, within six months following the Participant's termination of employment from the Company for any reason other than for Cause, it is discovered that the Participant's employment could have been terminated for Cause, such Participant's employment shall, at the discretion of the Committee, be deemed to have been terminated for Cause for all purposes under the Plan, and the Participant shall be required to repay to the Company all amounts received by the Participant and his or her permitted transferees in connection with Awarded Shares following such termination that would have been forfeited under the Plan had such termination been for Cause. For purposes hereof, "**Cause**" shall mean, unless otherwise defined in an employment agreement with respect to the termination of the Participant's employment with the Company (in which case such cause definition and process shall apply in lieu of this paragraph), the occurrence of one or more of the following events, as determined by the Committee in its good faith: (i) misconduct or material failure or refusal to perform (other than by reason of disability or an approved leave of absence), or substantial negligence in the performance of, his or her duties and responsibilities to the Company or any member of the Group; (ii) the Participant's material breach of any restrictive covenant agreement between the Participant and any member of the Group; (iii) the Participant's commission of an act or acts constituting a felony or any crime involving moral turpitude or that has or reasonably could be expected to have an adverse effect on any member of the Group, including economically or reputationally; (iv) the Participant's commission of fraud, embezzlement, theft or other act involving dishonesty; (v) other conduct by the Participant that is or could be reasonably expected to be materially harmful to the business interests or reputation of any member of the Group; (vi) the Participant's breach of a fiduciary duty owed to the Company or a member of the Group, including acting in conflict with the business interests of any member of the Group; or (vii) the Participant's material breach of this Agreement or an employment policy or code of conduct of member of the Group.

5. **Restrictions on Awarded Shares.** Subject to the provisions of the Plan and the terms of this Agreement, from the Date of Grant until the date the Awarded Shares are vested in accordance with Section 3 and are no longer subject to forfeiture in accordance with Section 4 (the "**Restriction Period**"), the Participant shall not be permitted to sell, transfer, pledge, or assign any of the Awarded Shares or to grant any right thereto. Except for these limitations, the Board or the Committee may in its sole discretion, remove any or all of the restrictions on such Awarded Shares whenever it may determine that, by reason of changes in Applicable Laws or other changes in circumstances arising after the date of this Agreement, such action is appropriate.

6. **Legend.** Awarded Shares electronically registered in a Participant's name or a trustee's name for the benefit of the Participant shall note that such shares are Restricted Stock. If certificates for Awarded Shares are issued, the following legend shall be placed on all such certificates:

On the face of the certificate:

"Transfer of this stock is restricted in accordance with conditions printed on the reverse of this certificate."

On the reverse:

"The shares of stock evidenced by this certificate are subject to and transferable only in accordance with that certain InspireMD, Inc. 2021 Equity Compensation Plan, a copy of which is on file at the principal office of the Company in Tel-Aviv, Israel and that certain Restricted Stock Award Agreement dated as of [\*], by and between the Company and full name. No transfer or pledge of the shares evidenced hereby may be made except in accordance with and subject to the provisions of said Plan and Award Agreement. By acceptance of this certificate, any holder, transferee or pledgee hereof agrees to be bound by all of the provisions of said Plan and Award Agreement."

The following legend shall be inserted on a certificate, if issued, evidencing Common Stock issued under the Plan if the shares were not issued in a transaction registered under the applicable federal and state securities laws:

“Shares of stock represented by this certificate have been acquired by the holder for investment and not for resale, transfer or distribution, have been issued pursuant to exemptions from the registration requirements of applicable state and federal securities laws, and may not be offered for sale, sold or transferred other than pursuant to effective registration under such laws, or in transactions otherwise in compliance with such laws, and upon evidence satisfactory to the Company of compliance with such laws, as to which the Company may rely upon an opinion of counsel satisfactory to the Company.”

All Awarded Shares owned by the Participant or registered in the trustee’s name for the benefit of the Participant shall be subject to the terms of this Agreement and shall be represented by a certificate or certificates bearing the foregoing legend.

7. Israeli Tax Ordinance.

a. The Company has designated the Awarded Shares as Approved 102 Awards (i.e. shares of Common Stock issued pursuant to Section 102(b) of the Ordinance) and held in trust by a trustee for the benefit of the Participant), and has classified them as CGAs that qualify for tax treatment in accordance with the provisions of Section 102(b)(3) of the Ordinance.

b. The Awarded Shares including all rights attaching thereto, and other shares received with respect thereto (including cash dividends, stock dividends, and bonus shares), will be allocated or issued to a trustee nominated by the Company and approved in accordance with the provisions of Section 102 of the Ordinance (the “*Trustee*”), and will be held by the Trustee for the benefit of the Participant for a period of, and will not be delivered to the Participant prior to the expiration of, at least twenty four (24) months from the Date of Grant (the “*Trust Period*”). Notwithstanding, any cash dividend attributed to the Awarded Shares shall be paid to the Participant subject to the applicable full withholding tax which will be deducted by the Company and/or Trustee.

c. All rights attaching to the Awarded Shares and all rights or shares received by the Participant with respect thereto (including, cash dividends, stock dividends, or bonus shares), will be subject to the same taxation treatment applicable to the Awarded Shares.

d. The Trustee shall not sell or transfer to the Participant any of the Awarded Shares or any right or share received by the Participant with respect thereto prior to the full payment by the Participant of his/her tax liabilities arising from or relating to the Awarded Shares or any right or share related thereto.

8. Delivery of Certificates. If requested by the Participant and subject to the Plan, including those provisions of the Plan regarding the Israeli tax laws applicable to the Awarded Shares being Approved 102 Awards, the Company shall deliver certificates for the Awarded Shares free of restriction under this Agreement promptly after, and only after, the Restriction Period has expired without forfeiture pursuant to Section 5. In connection with the issuance of a certificate for Restricted Stock, the Participant shall endorse such certificate in blank or execute a stock power in a form satisfactory to the Company in blank and deliver such certificate and executed stock power to the Company.

9. Clawback. Notwithstanding Section 3, if the Participant is an executive officer (as defined under U.S. Securities and Exchange Commission rules) of the Company at any time after the Date of Grant and the Company is required to restate its financial statements, then the Committee may, in its sole and absolute discretion, at any time within two years following such restatement, require the Participant to, and the Participant shall immediately upon notice of such Committee determination, return to the Company any Awarded Shares and pay to the Company in cash the amount of any proceeds received by the Participant from the disposition or transfer of, and any dividends or other distributions of cash or property received by the Participant with respect to, any Awarded Shares, in each case during the period commencing two years before the beginning of the restated financial period and ending on the date of such Committee determination. In addition, any portion of the Awarded Shares that is not vested or has not been exercised by the Participant on the date that the Committee makes such determination shall be immediately and irrevocably forfeited. The Committee shall have the authority and discretion to make any determination regarding the specific implementation of this Section 9 with respect to the Participant. In addition to this Section 9, this Agreement, the Awarded Shares shall be fully subject to the terms and conditions of any "clawback" or compensation recovery policy that is in effect or may later be adopted by the Company in its discretion or imposed under Applicable Laws, each as may be amended and in effect from time to time.

10. Rights of a Stockholder. Except as provided in Sections 5 and 6 above, the next paragraph of this Section 10 and the provisions of the Plan regarding the Israeli tax laws applicable to the Awarded Shares being Approved 102 Awards, the Participant shall have, with respect to his Awarded Shares, all of the rights of a stockholder of the Company, and the right to receive any dividends thereon. Without derogating from Section 7(c) above and subject to any law, any stock dividends paid with respect to Awarded Shares shall at all times be treated as Awarded Shares and shall be subject to all restrictions placed on Awarded Shares.

The Participant hereby irrevocably grants to and appoints a person designated by the board from time to time as the Participant's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of the Participant, to vote, act by written consent or grant a consent, proxy or approval in respect of the Restricted Shares with respect to any such vote or action by written consent at any time so long as the Restricted Shares are held by the Section 102 Trustee or directly by the employee. The Participant hereby affirms that any such proxy hereby granted shall be irrevocable and shall be deemed coupled with an interest. The Participant agrees to execute and deliver any further powers of attorney, consents, proxies or other agreements necessary or appropriate to give effect to this paragraph.

11. Adjustment to Number of Awarded Shares. The number of Awarded Shares shall be subject to adjustment in accordance with Section 8.1(o) of the Plan.

12. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that he or she will not acquire any Awarded Shares, and that the Company will not be obligated to issue any Awarded Shares to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws, rules, and regulations.

13. Participant's Acknowledgments.

- a. The Participant acknowledges that copies of the Plan and the agreement between the Company and the Trustee have been made available for his or her review by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof; and
- b. The Participant shall comply with all terms and conditions set forth in Section 102(b) of the Ordinance the applicable rules and regulations promulgated thereunder, as amended from time to time; and
- c. The Participant is familiar with, and understands the provisions of, Section 102 of the Ordinance in general, and the tax arrangement under the Section 102(b)(3) in particular, and its tax consequences; the Participant agrees that the Award and the Awarded Shares (or otherwise in relation to the Award), will be held by a trustee appointed pursuant to Section 102 of the Ordinance for at least the duration of the Trust Period. The Participant understands that any release of the Award and the Awarded Shares from trust, or any sale of such share prior to the termination of the Trust Period, will result in taxation at marginal tax rates, in addition to deductions of appropriate social security, health tax contributions or other compulsory payments; and
- d. The Participant agrees to the trust agreement signed between the Company, and the Trustee appointed pursuant to Section 102 of the Ordinance and shall sign all documents requested by the Company or the Trustee, in accordance with and under the trust agreement; and
- e. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Board or the Committee, as appropriate, upon any questions arising under the Plan or this Agreement.

14. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Israel (excluding any conflict of laws rule or principle of Israeli law that might refer the governance, construction, or interpretation of this Agreement to the laws of another state).

15. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or the Group, whether as an employee or otherwise, or interfere with or restrict in any way the right of the Company or the Group to discharge the Participant as an employee or otherwise at any time.

16. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

17. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that is set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

18. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

19. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein. No person shall be permitted to acquire any Awarded Shares without first executing and delivering an agreement in the form satisfactory to the Company making such person or entity subject to the restrictions on transfer contained herein.

20. Modification. The Company may amend or modify this Award in any manner to the extent that the Company would have had the authority under the Plan initially to grant such Award, provided that no such amendment or modification shall materially and adversely impair the Participant's rights under this Agreement without the Participant's written consent. Other than as provided in the preceding sentence, this Agreement may be amended, modified or supplemented only by an instrument in writing signed by both parties hereto.

21. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

22. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Participant, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

a. Notice to the Company shall be addressed and delivered as follows:

InspireMD, Inc.  
4 Menorat Hamaor St.  
Tel Aviv, Israel  
Attn: Craig Shore  
Fax: +972-3-6917692

b. Notice to the Participant shall be addressed and delivered as set forth on the signature page.

24. **Tax Requirements.** **The Participant is hereby advised to consult immediately with his or her own tax advisor regarding the tax consequences of this Agreement.** Notwithstanding anything to the contrary, the Company shall be under no duty to ensure, and no representation or commitment is made, that the Award qualify or will qualify under any particular tax treatment (such as Section 102(b) or any other treatment), nor shall the Company be required to take any action for the qualification of any Award under such tax treatment. If the Participant do not qualify under any particular tax treatment it could result in adverse tax consequences to the Participant. By signing below, the Participant agrees that the Company and its respective employees, directors, officers and shareholders shall not be liable for any tax, penalty, interest or cost incurred by the Participant as a result of such determination, nor will any of them have any liability of any kind or nature in the event that, for any reason whatsoever, an Award does not qualify for any particular tax treatment. The Company or, if applicable, any Subsidiary (for purposes of this Section 24, the term “*Company*” shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by the Israeli law and other applicable laws to be withheld in connection with this Award. The Participant may elect to have the Company withhold an additional amount up to the maximum statutory amount in accordance with Company procedures, provided such withholding does not trigger liability accounting under applicable accounting rules. The Company may, in its sole discretion, also require the Participant receiving shares of Common Stock issued under the Plan to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to this Award. Such payments shall be required to be made when requested by Company and may be required to be made prior to the delivery of any certificate representing shares of Common Stock, if such certificate is requested by the Participant in accordance with the Plan. Such payment may be made by (i) the delivery of cash to the Company in an amount that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding obligations of the Company; (ii) if the Company, in its sole discretion, so consents in writing, the actual delivery by the Participant to the Company of shares of Common Stock that the Participant has not acquired from the Company within six (6) months prior thereto, which shares so delivered have an aggregate Fair Market Value that equals or exceeds (to avoid the issuance of fractional shares under (iii) below) the required tax withholding payment; (iii) if the Company, in its sole discretion, so consents in writing, the Company’s withholding of a number of shares to be delivered upon the vesting of this Award, which shares so withheld have an aggregate Fair Market Value that equals (but does not exceed) the required tax withholding payment; or (iv) any combination of (i), (ii), or (iii). The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant.

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*[Remainder of Page Intentionally Left Blank.  
Signature Page Follows]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

**COMPANY:**

**INSPIREMD, INC.**

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

**PARTICIPANT:**

\_\_\_\_\_  
Signature

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

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

Date of Signature: \_\_\_\_\_

**Exhibit 2****IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT**

This IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT, dated as of May 17, 2023 (as the same may be amended from time to time, this “**Agreement**”), by and among InspireMD Inc., a Delaware corporation (the “**Company**”), the undersigned Grantor, and the undersigned Proxyholder in his capacity as and on behalf of the Proxyholder. Capitalized terms used and not otherwise defined herein have the meanings set forth in Company’s 2021 Equity Incentive Plan, as amended from time to time (the “**Plan**”).

1. Grant of Irrevocable Proxy and Power of Attorney. The Grantor, as record or beneficial owner of shares of common stock of the Company, or securities convertible into shares of common stock of the Company, hereby irrevocably and unconditionally, to the fullest extent permitted by law, constitutes and appoints Craig Shore, or a person designated by the Board of Directors of the Company from time to time, or of any Successor Company (the “**Proxyholder**”), with full power of substitution and re-substitution, as the Grantor’s proxy and attorney-in-fact of the Grantor (in each of the foregoing cases, in the Grantor’s name, place, and stead, with full power and authority, including without limitation, to the same extent and effect that the Grantor is required or permitted to act under applicable law), to exercise during the Term, in the sole and absolute discretion of the Proxyholder, to take the following actions:

(a) cause any number of shares of the Company owned beneficially or of record by the Grantor now or hereafter or, if applicable, by the Trustee for my benefit, under the Plan or any other share incentive or option plan of the Company, and any other shares or securities issued or distributed in respect thereto or in reclassification, conversion, or exchange thereof (including directly or indirectly, voluntary or involuntary, by operation of law or otherwise, or of any direct or indirect interest therein), at any time and from time to time, and as may be adjusted (collectively, the “**Shares**”), to be counted as present or abstaining at any and all Shareholders Meetings (as defined below);

(b) represent the Grantor and vote in the Grantor’s name at any and all Shareholders Meetings in respect of the Shares;

(c) waive (prospectively or retroactively) any preemptive right, right of first refusal, right of first offer, co-sale right, antidilution right, or any other similar participation right or restriction, to the extent applicable and permitted by law, to which the Grantor may be entitled by virtue of the Shares whether offered by the Company or any stockholder thereof; and

(d) receive or waive (prospectively or retroactively) on behalf and in lieu of the Grantor, from the Company or from another, any information and notices that are required or permitted to be delivered to the Grantor or which the Grantor may be entitled to and notices of any Shareholders Meeting (including any adjournment or postponement thereof), without any obligation of the proxy to forward such information or notices to the Grantor.

“**Shareholders Meetings**” shall mean any meeting of the stockholders of the Company, however called, whether an extraordinary or annual meeting and whether of the share capital as one class or of any class or series thereof (and including any adjournment or postponement thereof), or any act or consent of stockholders of the Company (whether of the share capital as one class or of any class thereof) under the Company’s bylaws or otherwise.

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2. No Other Proxies or Powers of Attorney. As long as this Agreement is in effect, any and all voting rights the Grantor may have with respect to the Shares shall be exercised exclusively by the Proxyholder. The Grantor hereby represents, warrants, covenants, and agrees as follows: (a) any and all other proxies or powers of attorneys with respect to any Shares have been revoked and are hereby revoked and (b) the Grantor shall not, until the end of the Term, grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth in this Agreement.

3. Proxyholder. The Proxyholder is empowered by the Grantor to take any action permitted above (or omit to take any such action) as he/she deems necessary, advisable or desirable at his/her sole and absolute discretion. The powers of the Proxyholder shall not be limited where the Proxyholder himself/herself may have any interest in any action taken. The Grantor hereby releases the Proxyholder and his/her agents from any liability in respect of any action and omission in connection with, or pursuant to the powers and authority granted by this Agreement. Each Proxyholder exercising any right, power, or authority under this Agreement shall, by such exercise, be deemed to be a party to this Agreement as if such person were named as the Proxyholder under this Agreement and such person's signature appeared on the signature page of this Agreement.

4. Cooperation; Remedies; Specific Performance. The Grantor hereby undertakes to cooperate with the Proxyholder, and to sign, if so requested by the Proxyholder any additional document and/or instrument which the Proxyholder might, from time to time, consider necessary or desirable in order to perform this proxy. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, to the fullest extent permitted by law, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity. The Grantor agrees that he or she will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that an adequate remedy at law is available or that any award of specific performance is not an appropriate remedy for any reason at law or in equity, and neither the Company, nor the Proxyholder, shall be required to provide any bond or other security in connection with any such injunction.

5. Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares shall be notated by the Company with a legend reading substantially as follows:

“THE SHARES REPRESENTED HEREBY ARE SUBJECT TO AN IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT IRREVOCABLE PROXY AND POWER OF ATTORNEY AGREEMENT.”

The Company, by its execution of this Agreement, agrees that it will cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder or prospective holder of such Shares upon written request from such person to the Company at its principal office. The parties do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required hereby and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

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6. Irrevocability. Each of the proxy and power of attorney granted pursuant to this Agreement is given in consideration of the agreements, covenants, and interests in the Company and the Shares of the parties and, as such, each of the proxy and power of attorney is irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

7. Duration. Each of the proxy and power of attorney granted pursuant to this Agreement shall, to the fullest extent permitted by law, remain in full force and effect until the end of the Term.

“**Term**” shall mean the maximum legally permissible period (i) beginning upon the execution of this Agreement; and (ii) ending upon the time immediately following the time when the Grantor no longer owns beneficially or of record any right, title, or interest in any Shares.

8. Termination. Each of the proxy and power of attorney granted pursuant to this Agreement shall survive for the entire Term and not be affected by the subsequent death, disability, incapacity, insolvency, or bankruptcy of any party or by any reclassification, conversion, or exchange, directly or indirectly, voluntary or involuntary, by operation of or in connection with a merger, consolidation, conversion, domestication, transfer, continuance, charter amendment, or otherwise, of any direct or indirect interest in any Shares.

9. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provisions is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

10. Amendment; Waiver; Termination. Any provision of this Agreement may be amended or waived (prospectively or retroactively) if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time by the Company or the Proxyholder by notice given to the Grantor in accordance with the terms for notice in this Agreement.

11. Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, that the Grantor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement. Any person holding or exercising such voting proxies is doing so solely in his/her capacity as the Proxyholder and not individually.

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12. Governing Law; Exclusive Jurisdiction; Waiver of Jury Trial.

(a) This Agreement, and all claims, causes of action, actions, suits, and proceedings (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim, cause of action, action, suit, or proceeding based upon, arising out of, or related to any transaction contemplated by this Agreement, any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into this Agreement) (a “**Dispute**”), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction.

(b) Each party hereto (i) irrevocably and unconditionally agrees that any Dispute shall be brought solely and exclusively in the Court of Chancery of the State of Delaware or, if the Court of Chancery of the State of Delaware does not have jurisdiction over a particular Dispute, the Complex Commercial Litigation Division of the Delaware Superior Court located in New Castle County, or if Complex Commercial Litigation Division of the Delaware Superior Court located in New Castle County does not have jurisdiction over a particular Dispute, any other state or federal court located within the State of Delaware (the “**Delaware Courts**”); (ii) expressly, irrevocably and unconditionally submits to the sole and exclusive jurisdiction of the Delaware Courts with regard to any Dispute; (iii) agrees not to commence any Dispute except in the Delaware Courts; and (iv) waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Dispute, any claim that such party is not subject personally to the jurisdiction of the Delaware Courts, that such party’s property is exempt or immune from attachment or execution, that such Dispute brought in an inconvenient forum, that the venue of such Dispute is improper, or that this Agreement or the subject matter of this Agreement may not be enforced in or by the Delaware Courts. Each party agrees that a final judgment in any Dispute or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(c) Each party hereto irrevocably consents to the service of process outside the territorial jurisdiction of the Delaware Courts in any Dispute or proceeding by mailing copies thereof by registered or certified U.S. mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to the Notices section of this Agreement. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

(d) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES SUCH PERSON’S RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY “DISPUTE” (AS DEFINED IN THIS AGREEMENT). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SCOPE OF THE FOREGOING WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL “DISPUTES” THAT MAY BE FILED IN ANY COURT OR TRIBUNAL. THIS PARAGRAPH HAS BEEN FULLY DISCUSSED BY EACH PARTY AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT SUCH PERSON HAS HAD AN OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL FOR SUCH PERSON, AND THAT SUCH PERSON KNOWINGLY AND VOLUNTARILY WAIVES SUCH PERSON’S JURY TRIAL RIGHTS FOLLOWING AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH WITH ANY COURT OR TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

13. Notices. All notices, requests, claims, demands, and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail, or by registered or certified mail (postage prepaid, return receipt requested), directed to the contact information for (a) the Company or the Proxyholder at the Company’s corporate headquarters, which as of the date of this Agreement is InspireMD, Inc., 4 Menorat Hamaor St., 3rd Floor, Tel Aviv, Israel 6744832, Craigs@inspiremd.com and (b) the Grantor, as set forth on the Grantor’s signature page to this Agreement or Company’s books and records from time to time.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed as of the date first above written.

**INSPIREMD, INC.**

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

**GRANTOR**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**PROXYHOLDER**

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

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