

***S H L TELEMEDICINE LTD.***

**LETTER OF INDEMNIFICATION**

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

Dear \_\_\_\_\_ [director, office-holder]

This Letter of Indemnification (this “Letter”) is written to you in connection with your position as a director or an office-holder of S H L Telemedicine Ltd. (the “Company”), an Israeli company whose shares are listed on the SIX Swiss Exchange, as follows:

To the fullest extent permitted by law, the Company hereby agrees as follows:

1. The Company hereby undertakes to indemnify you to the maximum extent permitted by applicable law, in respect of the following (including with respect to any actions or omission in your capacity as a director/office holder prior to the date hereof):

1.1. any financial obligation imposed on, or incurred by, you in favor of another person by a court judgment, including a settlement or an arbitrator's award approved by court, in respect of any act or omission taken or made by you in your capacity as a director or office-holder of the Company;

1.2. reasonable legal expenses, including attorney's fees, which you incurred as a result of an investigation or proceeding instituted against you by a competent authority, provided that such investigation or proceeding concluded without the filing of an indictment against you or the imposition of any financial liability in lieu of criminal proceedings, as such events are defined in the Israeli Companies Law, 5759 – 1999 (the “Companies Law”) or, with respect to a criminal offense that does not require proof of criminal intent and that concluded without the filing of an indictment against you, that resulted in the imposition of a “financial liability in lieu of criminal proceedings” , as such term is defined in the Companies Law; and

1.3. all reasonable litigation expenses, including attorneys' fees, expended by you or charged to you by a court, in a proceeding instituted against you by the Company or on its behalf or by another person, or in any criminal proceedings in which you are acquitted, or in any criminal proceedings of a crime which does not require proof of mens rea (criminal intent) in which you are convicted, all in respect of actions taken by you in your capacity as a director or officer of the Company.

The above indemnification will also apply to any action taken by you in your capacity as a director or office-holder of any other company controlled by the Company (a “Subsidiary”)

2. The Company will not indemnify you for any amount you may be obligated to pay in respect of:

2.1. a breach of your duty of loyalty, except, to the extent permitted by law, for a breach of your duty of loyalty to the Company or a Subsidiary while acting in good faith and having reasonable cause to assume that such act would not prejudice the interests of the Company or Subsidiary, as applicable;

2.2. a willful breach of your duty of care or reckless disregard for the circumstances or to the consequences of a breach of your duty of care (unless if done by negligence alone);

2.3. an action taken or not taken with the intent of unlawfully realizing personal gain;

2.4. a fine or penalty imposed upon you for an offense; and

2.5. a counterclaim made by the Company or in its name in connection with a claim against the Company filed by you.

3. The Company will make available all amounts needed in accordance with Section 1 above on the date on which such amounts are first payable by you (“Time of Indebtedness”), and with respect to items referred to in Sections 1.2 and 1.3 above, even prior to conclusion of the investigation or a court decision, as applicable. Advances given to cover legal expenses in criminal proceedings will be repaid by you to the Company if you are found guilty of a crime which requires proof of criminal intent. Other advances will be repaid by you to the Company if it is determined that you are not lawfully entitled to such indemnification.

As part of the aforementioned undertaking, the Company will make available to you any security or guarantee that you may be required to post in accordance with an interim decision given by a court or an arbitrator, including for the purpose of substituting liens imposed on your assets.

4. The Company will indemnify you even if at the relevant Time of Indebtedness you are no longer a director or office-holder or employee of the Company or of a Subsidiary, as applicable, provided, that the obligations are in respect of actions taken by you while you were a director or office-holder, as aforesaid, and in such capacity, including if taken prior to the above resolutions.

5. The indemnification will be limited to the expenses mentioned in Section 1.1 (pursuant and subject to Section 3 and insofar as indemnification with respect thereto is not restricted by law or by the provisions of Section 2 above) and to the matters mentioned in Section 1.1 above insofar as they result from your actions in the following matters or in connection therewith:

5.1. The public offering of the ordinary shares of the Company or of any Subsidiary on the SIX Swiss Exchange or on any other stock exchange world-wide;

5.2. Occurrences resulting from the Company’s or any Subsidiary’s status as a public company, and/or from the fact that the Company’s or any of the Subsidiary’s

securities were offered to the public and/or are traded on the SIX Swiss Exchange or on any other stock exchange world-wide;

5.3 Occurrences in connection with investments the Company and/or Subsidiaries make in other corporations or the purchase by the Company and/or a Subsidiary of share capital of any other corporation, including by way of tender-offers, whether before and/or after the investment and/or the purchase is made, entering into the transaction, the execution, development and monitoring thereof, including actions taken by you in the name of the Company and/or a Subsidiary as a director, officer and/or board observer of the corporation the subject of the transaction and the like;

5.4 Occurrences in connection with investments the Company and/or Subsidiaries make in other corporations, including by way of tender-offers, whether before and/or after the investment is made, entering into the transaction, the execution, development and monitoring thereof, including actions taken by you in the name of the Company and/or a Subsidiary as a director, officer and/or board observer of the corporation the subject of the transaction and the like

5.5 The sale, purchase and holding of negotiable securities or other investments for or in the name of the Company or a Subsidiary;

5.6 Actions in connection with the merger of the Company and/or a Subsidiary with or into another entity;

5.7 Actions in connection with the sale of the operations and/or business, or part thereof, of the Company and/or of a Subsidiary;

5.8 Without derogating from the generality of the above, actions in connection with the purchase or sale of companies, legal entities or assets, and the division or consolidation thereof;

5.9 Actions taken in connection with labor relations and/or employment matters in the Company and/or the Subsidiaries and trade relations of the Company, and/or the Subsidiaries, including with employees, independent contractors, customers, suppliers and various service providers;

5.10 Actions in connection with the distribution, sale, license or use of the Company's products;

5.11 Actions taken in connection with the intellectual property of the Company and/or the Subsidiaries, and its protection, including the registration or assertion of rights to intellectual property and the defense of claims related to intellectual property; and

5.12 Actions taken pursuant to or in accordance with the policies and procedures of the Company and/or of Subsidiaries, whether such policies and procedures are published or not.

6. The total amount of indemnification that the Company undertakes towards all persons whom it has resolved to indemnify for the matters and in the circumstances described herein, jointly and in the aggregate, shall not exceed an amount equal to US\$ 15,000,000.

7. The Company will not indemnify you for any liability with respect to which you have received payment by virtue of an insurance policy or another indemnification agreement other than for amounts which are in excess of the amounts actually paid to you pursuant to any such insurance policy or other indemnity agreement (including deductible amounts not covered by insurance policies), within the limits set forth in Section 6 above.

8. Subject to the provisions of Sections 6 and 7 above, the indemnification hereunder will, in each case, cover all sums of money (100%) that you will be obligated to pay, in those circumstances for which indemnification is permitted under the law.

9. The Company will be entitled to any amount collected from a third party in connection with liabilities indemnified hereunder.

10. In all indemnifiable circumstances indemnification will be subject to the following:

10.1. You shall promptly notify the Company of any legal proceedings initiated against you and of all possible or threatened legal proceedings without delay following your first becoming aware thereof, and that you deliver to the Company, or to such person as it shall advise you, without delay all documents you receive in connection with these proceedings.

Similarly, you must advise the Company on an ongoing and current basis concerning all events which you suspect may give rise to the initiation of legal proceedings against you.

10.2. Other than with respect to proceedings that have been initiated against you by the Company or in its name, the Company shall be entitled to undertake the conduct of your defense in respect of such legal proceedings and/or to hand over the conduct thereof to any attorney which the Company may choose for that purpose, except to an attorney who is not, upon reasonable grounds, acceptable to you. The Company and/or the attorney as aforesaid shall be entitled, within the context of the conduct as aforesaid, to conclude such proceedings, all as it shall see fit, including by way of settlement. At the request of the Company, you shall execute all documents required to enable the Company and/or its attorney as aforesaid to conduct your defense in your name, and to represent you in all matters connected therewith, in accordance with the aforesaid. For the avoidance of doubt, in the case of criminal proceedings the Company and/or the attorneys as aforesaid will not have the right to plead guilty in your name or to agree to a plea-bargain in your name without your consent. Furthermore, in a civil proceeding (whether before a court or as a part of a compromise arrangement), the Company and/or its attorneys will not have the right to admit to any occurrences that are not indemnifiable pursuant to this Letter and/or pursuant to law, without your consent. However, the aforesaid will not prevent the Company and/or its attorneys as aforesaid, with the approval of the Company, to come to a financial arrangement with a plaintiff in a civil proceeding without your consent so long as such arrangement will not be an

admittance of an occurrence not indemnifiable pursuant to this Letter and/or pursuant to law.

10.3. You will fully cooperate with the Company and/or any attorney as aforesaid in every reasonable way as may be required of you within the context of their conduct of such legal proceedings, including but not limited to the execution of power(s) of attorney and other documents, provided that the Company shall cover all costs incidental thereto such that you will not be required to pay the same or to finance the same yourself.

10.4. If, in accordance with Section 10.2, the Company has taken upon itself the conduct of your defense, the Company will have no liability or obligation pursuant to this Letter or the above resolutions to indemnify you for any legal expenses, including any legal fees, that you may expend in connection with your defense, except to which the Company in its absolute discretion shall agree.

10.5. The Company will have no liability or obligation pursuant to this Letter or the above resolutions to indemnify you for any amount expended by you pursuant to any compromise or settlement agreement reached in any suit, demand or other proceeding as aforesaid without the Company's consent to such compromise or settlement.

10.6. That, if required by law, the Company's authorized organs will consider the request for indemnification and the amount thereof and will determine if you are entitled to indemnification and the amount thereof.

11. The Company hereby exempts you, to the fullest extent permitted by law, from any liability for damages caused as a result of a breach of your duty of care to the Company, provided that in no event shall you be exempt with respect to any actions listed in Section 2 above.

12. If for the validation of any of the undertakings in this Letter any act, resolution, approval or other procedure is required, the Company undertakes to cause them to be done or adopted in a manner which will enable the Company to fulfill all its undertakings as aforesaid.

13. For the avoidance of doubt, it is hereby clarified that nothing contained in this Letter derogate from the Company's right to indemnify you retroactively for any amounts which you may be obligated to pay as set forth in Section 1 above, or in advance, for any amounts which you may be obligated to pay as set forth in Sections 1.2 and 1.3 above, without in each such case, the limitations set forth in Sections 5 and 6 above. The Company may, in its discretion, following receipt of necessary corporate approvals, and subject to applicable law, indemnify you retroactively for actions committed prior to the date of this Letter.

14. If any undertaking included in this Letter is held invalid or unenforceable, such invalidity or unenforceability will not affect any of the other undertakings which will remain in full force and effect. Furthermore, if such invalid or unenforceable undertaking may be modified or amended so as to be valid and enforceable as a matter of law, such undertakings will be deemed to have been modified or amended, and any competent court or arbitrator are hereby authorized to modify or amend such undertaking, so as to be valid and enforceable to the maximum extent permitted by law.

15. This Letter and the agreements contained herein shall be governed by and construed and enforced in accordance with the laws of the State of Israel.

This Letter is being issued to you pursuant to the resolutions adopted by the Compensation Committee of the Company on January \_\_\_\_\_ 2019, the Board of Directors of the Company on January \_\_\_\_\_, 2019 and the Shareholders of the Company on \_\_\_\_\_, 2019.

Kindly sign in the space provided below to acknowledge your agreement to the contents hereof, and return this Letter to the Company.

Very truly yours,

S H L Telemedicine Ltd.

Agreed:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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