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

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934

For the month of **December 2023**

Commission File Number **001-35751**

STRATASYS LTD.

(Translation of registrant's name into English)

**c/o Stratasys, Inc.
7665 Commerce Way
Eden Prairie, Minnesota 55344**

**1 Holtzman Street, Science Park
P.O. Box 2496
Rehovot, Israel 76124**

(Addresses of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

CONTENTS

Adoption of New Shareholder Rights Plan

On December 21, 2023, the Board of Directors (the “**Board**”) of Stratasys Ltd., an Israeli company (the “**Company**,” “**our Company**,” “**us**,” “**we**” or “**Stratasys**”), unanimously adopted a limited-duration shareholder rights plan (the “**New Rights Plan**”) to protect the interests of the Company’s shareholders. The New Rights Plan, if triggered, will significantly dilute the ownership of any Acquiring Person (as defined below). The New Rights Plan, which replaces the Company’s shareholder rights plan that was set to expire on December 31, 2023 (and which was terminated following the effectiveness of the New Rights Plan, as described under “Termination of Prior Rights Plan” below), contains enhanced shareholder protections that are intended to limit the scope of the New Rights Plan. The New Rights Plan is designed to give all of the Company’s shareholders (other than an offeror) a way to voice their position directly to the Board on certain types of offers and whether the plan should apply to those offers, and in other circumstances to exempt an offer from the plan altogether.

The Board believes the New Rights Plan is an effective course of action for the Board to fulfill its fiduciary duties to the Company and its shareholders and to enable shareholders to realize the long-term value of their investment. The New Rights Plan was adopted following a careful evaluation and consultation with the Company’s external legal advisors.

The adoption of the New Rights Plan is not intended to prevent or interfere with any action with respect to Stratasys that the Board determines to be in the best interests of the Company and its shareholders. Instead, it will position the Board to fulfill its fiduciary duties on behalf of all shareholders by ensuring that the Board has sufficient time to make informed judgments about any attempts to control or significantly influence Stratasys. The New Rights Plan will encourage anyone seeking to gain a significant interest in Stratasys to negotiate directly with the Board prior to attempting to control or significantly influence the Company. Further to those goals, the Rights (as defined below) may cause substantial dilution to a person or group that acquires 15% or more of the ordinary shares, par value NIS 0.01, of the Company (“**Ordinary Shares**”) or any existing holder of 15% or more of the Ordinary Shares who shall acquire any additional Ordinary Shares.

Pursuant to the enhanced shareholder protections included in the New Rights Plan, if the Company’s shareholders are presented with a Qualifying Offer (a tender or exchange offer that would result in the offeror owning 15% or more of the outstanding Ordinary Shares and that meets certain conditions designed to reduce the coercive nature of the offer, as described below), the Board will convene a meeting for an advisory vote of the Company’s shareholders (other than the offeror and certain related or interested parties) as to whether the Rights will be exercisable in respect of the offer. The outcome of the shareholder vote will be the primary and salient factor in the Board’s determination as to whether to cancel the exercisability of the Rights with respect to that offer. In addition, if an offeror launches a complete tender or exchange offer for all of the outstanding Ordinary Shares that meets certain conditions, the offer will be exempt from the New Rights Plan entirely.

We provide a summary of the terms of the New Rights Plan below. The below description is only a summary, and is not complete, and should be read together with the entire Rights Agreement (as defined below) (which includes as Exhibit A thereto, the Form of Right Certificate, and as Exhibit B thereto, the Form of Summary of Rights), a copy of which has been furnished as Exhibit 4.1 to this Report of Foreign Private Issuer on Form 6-K (this “**Form 6-K**”).

Summary of the New Rights Plan

Rights and Rights Agreement

The Board has authorized, pursuant to the New Rights Plan, (i) the issuance, on January 2, 2024, of one special purchase right (a **Right**) for each Ordinary Share outstanding at the close of business on January 2, 2024 (the **Record Date**), as well as (ii) the issuance of one Right for each Ordinary Share issued after the Record Date and prior to the earliest of the Issuance Date, the Redemption Date and the Expiration Date (each, as defined below) (including Ordinary Shares issued pursuant to the exercise, conversion or settlement of securities exercisable for, convertible into or that may be settled for, Ordinary Shares or rights, in each case, issued or granted prior to, and outstanding as of, the Issuance Date). Each Right will represent the right to purchase one (1) Ordinary Share, at the price of \$0.01 per share, upon the terms and subject to the conditions described below.

The Rights will be issued pursuant to a Rights Agreement, dated as of December 21, 2023 (the **Rights Agreement**), between the Company and Continental Stock Transfer & Trust Company, as rights agent (the **Rights Agent**). Capitalized terms used in this Form 6-K but not otherwise defined herein have the meanings given to them in the Rights Agreement. Each Right will allow its holder to purchase from the Company one (1) Ordinary Share, at a purchase price of \$0.01 per Ordinary Share, once the Rights become exercisable. Prior to exercise, each Right does not give its holder any dividend, voting, liquidation or other rights as a shareholder of Stratasys.

Exercise Period; Rights Certificates

The Rights will not be exercisable until the Close of Business on the tenth (10th) day after the public announcement or public disclosure that a person or group has become an "Acquiring Person" by obtaining beneficial ownership of 15% or more of the Company's outstanding Ordinary Shares (subject to the parameters and exceptions described below and in the Rights Agreement, an **Acquiring Person**), except if such person or group has become an Acquiring Person pursuant to an offer approved by the majority of the Board. The date upon which the Rights become exercisable is referred to as the **Issuance Date**.

If a Person's beneficial ownership of the then-outstanding Ordinary Shares as of the time of the public announcement of the New Rights Plan is at or above 15% (including through entry into certain derivative positions), that person or group's then-existing ownership percentage would be grandfathered and would not trigger the exercisability of the Rights, as that Person will not generally be deemed to be an Acquiring Person. However, the Rights would become exercisable (and such Person will be deemed to be an Acquiring Person) if at any time after such announcement, that shareholder (i) increases its ownership percentage to at least the greater of (1) 15% and (2) the sum of (I) the lowest number of Ordinary Shares beneficially owned by such Person as a percentage of the outstanding Ordinary Shares as of any time from and after the time of the public announcement of the declaration of the Rights and (II) 0.001%, or (ii) would have been an "Acquiring Person" under the Existing Rights Plan (as defined under "Termination of Prior Rights Plan" below).

Until the Issuance Date, the balances in the book-entry accounting system of the transfer agent for our Ordinary Shares or, in the case of certificated shares, Ordinary Shares certificates, will also evidence the Rights, and any transfer of Ordinary Shares or, in the case of certificated shares, certificates for Ordinary Shares, will constitute a transfer of Rights. After that date, the Rights will separate from the Ordinary Shares and be evidenced solely by Rights Certificates that we will mail to all eligible holders of Ordinary Shares. Any Rights held by an Acquiring Person or any Associate or Affiliate thereof are void and may not be exercised.

In addition, in connection with the issuance or sale of Ordinary Shares following the Issuance Date and prior to the redemption, exchange, or expiration of the Rights, the Company (a) shall, with respect to Ordinary Shares so issued or sold pursuant to the exercise of share options or pursuant to any other award or right under any employee benefit plan or arrangement, granted or awarded as of the Issuance Date (including, for example, upon the vesting and settlement of the Company's outstanding Restricted Shares Units or purchase of Ordinary Shares under the Company's 2021 Employee Share Purchase Plan), or upon the exercise, conversion or exchange of securities hereinafter issued by the Company (except as may otherwise be provided in the instrument(s) governing such securities), and (b) may, in any other case, if deemed necessary or appropriate by the Board, issue Rights Certificates representing the appropriate number of Rights in connection with such issuance or sale; provided, however, that (i) no such Rights Certificate shall be issued if, and to the extent that, the Company shall be advised by counsel that such issuance would create a significant risk of material adverse tax consequences to the Company or the Person to whom such Rights Certificate would be issued, and (ii) no such Rights Certificate shall be issued if, and to the extent that, appropriate adjustment shall otherwise have been made in lieu of the issuance thereof.

Flip-In/Flip-Over

If a person or group becomes an Acquiring Person, then beginning on the Issuance Date, all holders of Rights except the Acquiring Person or any Associate or Affiliate thereof may, for a purchase price of \$0.01 per one Ordinary Share, purchase one (1) Ordinary Share.

If our Company is later acquired in a merger or similar transaction after the Issuance Date, all holders of Rights except the Acquiring Person or any Associate or Affiliate thereof may, for a purchase price of \$0.01 per share, purchase one (1) times the number of shares of the acquiring corporation, that each shareholder of the Company is entitled for each Ordinary Share held.

Scope of "Acquiring Person" Definition

An "Acquiring Person" is any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Ordinary Shares of the Company then outstanding, but shall not include the Company, any Subsidiary of the Company, any employee benefit or share ownership plan of the Company or any Subsidiary of the Company, or any entity holding Ordinary Shares for or pursuant to the terms of any such plan. Notwithstanding the foregoing, no Person shall become an "Acquiring Person" as the result of an acquisition of Ordinary Shares by the Company which, by reducing the number of Ordinary Shares of the Company outstanding, increases the proportionate number of Ordinary Shares of the Company beneficially owned by such Person to 15% or more of the Ordinary Shares of the Company then outstanding; provided, however, that, if a Person shall become the Beneficial Owner of 15% or more of the Ordinary Shares of the Company then outstanding by reason of share purchases by the Company and shall, after such share purchases by the Company, become the Beneficial Owner of any additional Ordinary Shares of the Company, then such Person shall be deemed to be an "Acquiring Person." Notwithstanding the foregoing, if the Board determines in good faith that a Person who would otherwise be an "Acquiring Person" has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Ordinary Shares, so that such Person would no longer be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph, then such Person shall not be deemed to be an "Acquiring Person" for any purposes of the Rights Agreement. The definition of Acquiring Person is furthermore subject to the "grandfathering" scenarios described under "*Exercise Period; Rights Certificates*" above.

Exchange

The Board may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (except for Rights that have become void) for Ordinary Shares at an exchange ratio of one (1) Ordinary Share per Right, appropriately adjusted to reflect any adjustment in the number of Rights (the "**Exchange Ratio**"). However, the Board will not be empowered to effect such exchange at any time after any Person (other than the Company, any Subsidiary of the Company, any employee benefit or stock ownership plan of the Company or any such Subsidiary, or any entity holding Ordinary Shares for or pursuant to the terms of any such plan), together with all Affiliates and Associates of such Person, becomes the Beneficial Owner of 50% or more of the Ordinary Shares then outstanding.

Immediately upon the action of the Board ordering the foregoing exchange, the right to exercise the Rights that are to be exchanged will terminate and the only right thereafter of a holder of such Rights shall be to receive that number of Ordinary Shares equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. In the event that there shall not be sufficient Ordinary Shares issued but not outstanding or authorized but unissued to permit any exchange of Rights, the Company will take all such action as may be necessary to authorize additional Ordinary Shares for issuance upon exchange of the Rights.

Special Tender Offer

In connection with a special tender offer that is made in accordance with the provisions of the Israeli Companies Law, 5759-1999 (the **Companies Law**"), the Board will consider the requirements of Section 330 of the Companies Law.

Anti-Dilution Provisions

Our Board may adjust the purchase price of Ordinary Shares under each Right, the number of Ordinary Shares issuable under each Right, and the number of outstanding Rights to prevent dilution that may occur from a share dividend, a share split, or a reclassification of the Ordinary Shares. No adjustments of less than 1% will be made to the purchase price under the Rights.

Cancellation of Exercisability of Rights

Complete Tender/Exchange Offer

The Rights will not be exercisable with respect to a Complete Offer, which is a complete tender or exchange offer in which the offeror offers to purchase all then-outstanding Ordinary Shares not held by it, provided that such offer meets the following conditions (as determined by the Board based on the terms of the offer that are publicly filed):

- the offer is in compliance with the requirements of the Companies Law with respect to a complete tender offer;
- the condition regarding required acceptance of the complete tender or exchange offer by a sufficient number of Ordinary Shares that would cause the automatic transfer of all remaining outstanding Ordinary Shares that were not tendered to the offeror under the Companies Law is not waivable by the offeror;
- any cash or share consideration offered is Fully Financed (as defined in the Rights Agreement);
- the same per-share consideration is offered to all shareholders; and
- any choice as to form of consideration belongs to the shareholders/offerees, not the offeror.

If a Complete Offer is modified at all during the period in which such offer remains open for acceptance by shareholders (other than a modification that merely increases the consideration per share offered to tendering shareholders), its status as a Complete Offer will be subject to verification once again by the Board.

Qualifying Offer and Shareholder Advisory Vote

The Rights Agreement includes shareholder protections that enable the Company's shareholders (other than an offeror and certain related or interested parties) to advise the Board concerning whether to maintain the exercisability of the Rights in respect of a Qualifying Offer, which must meet the following conditions:

- the offer is an exchange offer or tender offer that is Fully Financed, with consideration consisting solely of cash and/or common shares of the offeror;
- the offer, if completed, would result in the offeror owning 15% or more of the outstanding Ordinary Shares, which condition may not be waived;
- the offer must provide for the same per-share consideration to all shareholders of the Company;
- the offer needs to remain open for not less than 60 Business Days after the offer has commenced, subject to certain exceptions; and
- the offer may not be terminated or modified, other than in response to a competing Qualifying Offer, and continues to be a Qualifying Offer for the entire period until consummation.

Even if it meets the foregoing conditions, a tender or exchange offer does not qualify as a Qualifying Offer if the offeror (or any Associate or Affiliate thereof, or any member of the same group, as described in Rule 13d-5(b)(1) under the Exchange Act) made a prior Qualifying Offer with respect to which the Company's shareholders advised the Board to maintain the exercisability of the Rights with respect to such prior Qualifying Offer during the six (6) month period preceding the current offer. Furthermore, a tender or exchange offer does not qualify as a Qualifying Offer if, during the effective period of the New Rights Plan, the offeror (or any Associate or Affiliate thereof, or any member of the same group, as described in Rule 13d-5(b)(1) under the Exchange Act) previously made a Qualifying Offer with respect to which the Company's shareholders advised the Board to cancel the exercisability of the Rights with respect to such prior Qualifying Offer and the Board acted in accordance with the shareholders' recommendation, but the prior Qualifying Offer was nevertheless not completed.

Within ten (10) trading days following the launch of a Qualifying Offer, the Board is required to call a meeting of shareholders, to be held twenty-one (21) days following the publication of notice of the meeting (and no later than forty (40) days following the launch of the offer). At the meeting, the shareholders will vote in an advisory manner as to whether to maintain the exercisability of the Rights with respect to the subject Qualifying Offer. Such period may be extended if, prior to the vote, the Company receives a competing Qualifying Offer or the Company enters into an agreement (that is conditioned on the approval by the holders of a majority of the outstanding Ordinary Shares) with respect to a merger, recapitalization, share exchange, or a similar transaction involving the Company or the direct or indirect acquisition of more than 20% of the Company's consolidated total assets or shares (a "**Definitive Acquisition Agreement**"). In such case, the vote to advise the Board whether to maintain the exercisability of the Rights with respect to the Qualifying Offer will occur at the same meeting at which the shareholders will be asked to vote on the Definitive Acquisition Agreement or competing Qualifying Offer(s), as applicable. If neither the offeror, nor its Affiliates or Associates, have become an Acquiring Person and the offer continues to be a Qualifying Offer, then shareholders will vote at the relevant meeting whether to advise the Board to maintain the exercisability of the Rights with respect to the subject Qualifying Offer. If shareholders holding a majority of the Ordinary Shares represented at the meeting (at which a quorum is present, under the Company's articles of association) and voting thereat (other than any shares beneficially owned by the offeror, or by any other shareholder possessing a personal interest with respect to the subject Qualifying Offer, as determined under the Rights Agreement) vote to advise the Board to cancel the exercisability of the Rights with respect to the subject Qualifying Offer, then the Board is required to determine within 10 trading days after such meeting whether to exempt the subject Qualifying Offer from the New Rights Plan. The New Rights Plan requires the Board to consider the shareholders' advisory vote as its primary and salient consideration in making such determination. If the Board follows the shareholders' advisory resolution and determines to cancel the exercisability of the Rights with respect to the subject Qualifying Offer, the Rights will not be exercisable with respect to such offer (for so long as it remains a Qualifying Offer).

Amendments

The terms of the Rights Agreement may be amended by our Board without the consent of the holders of the Rights. After a person or group becomes an Acquiring Person, our Board may not amend the Rights Agreement in a way that adversely affects holders of the Rights.

Redemption

The Board may, at its option, at any time prior to such time that any Person becomes an Acquiring Person, redeem all but not less than all the then outstanding Rights. The redemption of the Rights by the Board may be made effective at such time, on such basis and with such conditions as the Board, in its sole discretion, may establish (the effective date of redemption, the “**Redemption Date**”). Immediately upon the effectiveness of the action of the Board ordering the redemption of the Rights, and without any further action and without any notice, the right to exercise the Rights will terminate.

Expiration

The Rights will expire on December 19, 2024 (the “**Expiration Date**”).

Termination of Existing Shareholder Rights Plan

In conjunction with its adoption of the New Rights Plan on December 21, 2023, Stratasys terminated its existing shareholder rights plan by way of entry into a Third Amendment (the “**Third Amendment**”) to the existing Rights Agreement, dated as of July 25, 2022, as previously amended by the First Amendment to Rights Agreement, dated as of May 25, 2023, and the Second Amendment to Rights Agreement, dated as of September 28, 2023, by and between Stratasys and Continental Stock Transfer & Trust Company, as rights agent (the “**Existing Rights Plan**”). As amended to date, the Existing Rights Plan had been scheduled to extend through December 31, 2023. Under the Third Amendment, the Existing Rights Plan was terminated following the adoption of the New Rights Plan, at the close of business on December 21, 2023.

The text of the Third Amendment, which is incorporated by reference herein, is furnished as Exhibit 4.2 to this Form 6-K.

Incorporation by Reference

The contents of this Form 6-K, including Exhibits 4.1, 4.2 and 99.1 hereto, are incorporated by reference into the Company’s registration statements on Form S-8, SEC file numbers [333-190963](#), [333-236880](#), [333-253694](#), [333-262951](#), [333-262952](#) and [333-270249](#) filed by the Company with the Securities and Exchange Commission (the “**SEC**”) on September 3, 2013, March 4, 2020, March 1, 2021, February 24, 2022, February 24, 2022 and March 3, 2023, respectively, and Form F-3, SEC file number: [333-251938](#) and [333-253780](#), filed by the Company with the SEC on January 7, 2021 and March 2, 2021, respectively, as amended, and shall be a part thereof from the date on which this Form 6-K is furnished, to the extent not superseded by documents or reports subsequently filed or furnished.

Exhibits

The following exhibits are furnished as part of this Form 6-K:

Exhibit	Description
4.1	Rights Agreement, dated as of December 21, 2023 between Stratasys Ltd. and Continental Stock Transfer & Trust Company, as a rights agent, which includes the Form of Right Certificate (Exhibit A) and the Form of Summary of Rights (Exhibit B)
4.2	Third Amendment, dated as of December 21, 2023, to Rights Agreement, dated as of July 25, 2022, between Stratasys Ltd. and Continental Stock Transfer & Trust Company, as rights agent
99.1	Press release, dated December 21, 2023, announcing adoption of a new limited duration shareholder rights plan by Stratasys Ltd.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

STRATASYS LTD.

Dated: December 21, 2023

By: /s/ Eitan Zamir
Name: Eitan Zamir
Title: Chief Financial Officer

STRATASYS LTD.
and
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
SHAREHOLDER RIGHTS AGREEMENT
Dated as of December 21, 2023

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Definitions	1
Section 2. Appointment of Rights Agent	5
Section 3. Issue of Right Certificates	5
Section 4. Form of Right Certificates	7
Section 5. Countersignature and Registration	7
Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates	8
Section 7. Exercise of Rights; Purchase Price; Expiration Date of Rights	8
Section 8. Cancellation and Destruction of Right Certificates	9
Section 9. Availability of Ordinary Shares	9
Section 10. Ordinary Shares Record Date	10
Section 11. Adjustment of Purchase Price, Number of Shares or Number of Rights	10
Section 12. Certificate of Adjusted Purchase Price or Number of Shares	12
Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power	12
Section 14. Fractional Rights and Fractional Shares	13
Section 15. Rights of Action	13
Section 16. Agreement of Right Holders	13
Section 17. Right Certificate Holder Not Deemed a Shareholder	14
Section 18. Concerning the Rights Agent	14
Section 19. Merger or Consolidation or Change of Name of Rights Agent	15
Section 20. Duties of Rights Agent	15
Section 21. Change of Rights Agent	16
Section 22. Issuance of New Right Certificates	16
Section 23. Redemption and Cancellation	17
Section 24. Exchange	18
Section 25. Special Tender Offer	19
Section 26. Notice of Certain Events	19
Section 27. Notices	20
Section 28. Supplements and Amendments	20
Section 29. Successors	20
Section 30. Determinations and Actions by the Board of Directors, etc	21
Section 31. Benefits of this Agreement	21
Section 32. Severability	21
Section 33. Governing Law	21
Section 34. Counterparts	21
Section 35. Descriptive Headings	21
Section 36. Force Majeure	21
Signatures	22
Exhibit A - Form of Right Certificate	A-1
Exhibit B - Summary of Rights to Purchase Ordinary Shares	B-1

SHAREHOLDER RIGHTS AGREEMENT (this “Agreement”), dated as of December 21, 2023, between STRATASYS LTD., an Israeli company (the “Company”), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation, as rights agent (the “Rights Agent”).

The Board of Directors of the Company (the “Board of Directors”) has authorized and declared the issuance of one purchase right (a “Right”) for each Ordinary Share (as hereinafter defined) of the Company outstanding as of the Close of Business on January 2, 2024 (the “Record Date”), each Right representing the right to purchase one (1) Ordinary Share, at the price of \$0.01 per share, upon the terms and subject to the conditions set forth herein, and has further authorized and directed the issuance of one Right with respect to each Ordinary Share that shall become outstanding between the Record Date and the earliest of the Issuance Date, the Redemption Date and the Final Expiration Date (as such terms are hereinafter defined).

Accordingly, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms have the meanings indicated:

(a) “Acquiring Person” shall mean any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Ordinary Shares of the Company then outstanding, but shall not include the Company, any Subsidiary of the Company, any employee benefit or share ownership plan of the Company or any Subsidiary of the Company, or any entity holding Ordinary Shares for or pursuant to the terms of any such plan. Notwithstanding the foregoing, no Person shall become an “Acquiring Person” as the result of an acquisition of Ordinary Shares by the Company which, by reducing the number of Ordinary Shares of the Company outstanding, increases the proportionate number of Ordinary Shares of the Company beneficially owned by such Person to 15% or more of the Ordinary Shares of the Company then outstanding; provided, however, that, if a Person shall become the Beneficial Owner of 15% or more of the Ordinary Shares of the Company then outstanding by reason of share purchases by the Company and shall, after such share purchases by the Company, become the Beneficial Owner of any additional Ordinary Shares of the Company, then such Person shall be deemed to be an “Acquiring Person.” Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an “Acquiring Person,” as defined pursuant to the foregoing provisions of this paragraph (a), has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Ordinary Shares, so that such Person would no longer be an “Acquiring Person,” as defined pursuant to the foregoing provisions of this paragraph (a), then such Person shall not be deemed to be an “Acquiring Person” for any purposes of this Agreement. Notwithstanding the foregoing, no Person who at the time of the first public announcement of the declaration of the Rights is the Beneficial Owner of 15% or more of the then-outstanding Ordinary Shares of the Company shall become an Acquiring Person unless such Person (i) shall, after the time of the public announcement of the declaration of the Rights, increase the number of Ordinary Shares beneficially owned by such Person as a percentage of the then-outstanding Ordinary Shares (other than as a result of an acquisition of Ordinary Shares by the Company) to an amount equal to or greater than the greater of (1) 15% and (2) the sum of (I) the lowest number of Ordinary Shares beneficially owned by such Person as a percentage of the outstanding Ordinary Shares as of any time from and after the time of the public announcement of the declaration of the Rights and (II) 0.001% or (ii) would have been an “Acquiring Person” under the Rights Agreement dated as of July 25, 2022 by and between the Company and the Rights Agent, as amended, prior to the expiration of the rights issued under such agreement. In addition, no Person shall become an Acquiring Person solely by virtue of the consummation of a Qualifying Offer exempted by the Board of Directors pursuant to Section 23(b) hereof or a Complete Offer exempted by the Board of Directors pursuant to Section 23(d) hereof.

(b) “Affiliate” shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act as in effect on the date of this Agreement.

(c) “Associate” shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act as in effect on the date of this Agreement.

(d) A Person shall be deemed the “Beneficial Owner” of and shall be deemed to “beneficially own” any securities:

(i) which such Person or any of such Person’s Affiliates or Associates, directly or indirectly, beneficially owns, within the meaning of Rule 13d-3 of the General Rules and Regulations promulgated under the Exchange Act as in effect on the date of this Agreement;

(ii) which such Person or any of such Person’s Affiliates or Associates has (A) the right or the obligation to acquire (whether such right is exercisable, or such obligation is required to be performed, immediately or only after the passage of time or upon the satisfaction of any condition, whether or not within the control of such Person, Affiliate or Associate) pursuant to any agreement, arrangement or understanding (whether or not in writing, but other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights (other than these Rights), warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person’s Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or (B) the right to vote pursuant to any agreement, arrangement or understanding (whether or not in writing); provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security if the agreement, arrangement or understanding to vote such security (1) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (2) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person’s Affiliates or Associates has any agreement, arrangement or understanding (whether or not in writing, but other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except to the extent contemplated by the proviso to Section 1(d)(ii)(B) hereof) or disposing of any securities of the Company; or

(iv) which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty’s Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such Person or any of such Person’s Affiliates or Associates is a Receiving Party (as such terms are defined in the immediately following paragraph); provided, however, that the number of Ordinary Shares and Rights that a Person is deemed to Beneficially Own pursuant to this clause (iv) in connection with a particular Derivatives Contract shall not exceed, in each case, the number of Notional Common Shares with respect to such Derivatives Contract; provided, further, that the number of securities beneficially owned by each Counterparty (including its Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause (iv) be deemed to include all securities that are beneficially owned, directly or indirectly, by any other Counterparty (or any of such other Counterparty’s Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty’s Affiliates or Associates) is a Receiving Party, with this proviso being applied to successive Counterparties as appropriate.

A “Derivatives Contract” is a contract between two parties (the “Receiving Party” and the “Counterparty”) that is designed to produce economic benefits and risks to the Receiving Party that correspond substantially to the ownership by the Receiving Party of a number of Ordinary Shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the “Notional Common Shares”), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, Ordinary Shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate federal governmental authority shall not be deemed to be Derivatives Contracts.

Notwithstanding anything in this definition of Beneficial Ownership to the contrary, (i) the phrase “then outstanding,” when used with reference to a Person’s Beneficial Ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which are issuable by the Company and which such Person would be deemed to Beneficially Own hereunder and (ii) nothing in this Section 1(d) shall cause a Person engaged in business as an underwriter of securities to be the “Beneficial Owner” of, or to “beneficially own,” any securities acquired through such Person’s participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition, and then only if such securities continue to be owned by such Person at such expiration of forty days.

(e) “Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

(f) “Cancellation Date” shall have the meaning set forth in Section 23(b) hereof.

(g) “Close of Business” on any given date shall mean 5:00 P.M., New York, New York time, on such date; provided, however, that, if such date is not a Business Day, it shall mean 5:00 P.M., New York, New York time, on the next succeeding Business Day.

(h) “Companies Law” shall mean the Israeli Companies Law, 5759-1999.

(i) “Complete Offer” shall mean a Fully Financed “complete tender offer”, within the meaning of Section 336(a) of the Companies Law, whether an exchange offer or tender offer, pursuant to which all of the following non-waivable terms and conditions are set forth in the Schedule TO delivered to the Company in respect of such exchange offer or tender offer: (i) the offeror offers to purchase all Ordinary Shares of the Company then outstanding that are not then held by it; (ii) the offer provides that if those holders not accepting the offer hold less than (A) 2% of the outstanding Ordinary Shares of the Company, or (B) 5% of the outstanding Ordinary Shares of the Company, if a majority of the offerees who have no personal interest (as defined in the Companies Law) in the acceptance of the offer accept the offer, then all of the issued and outstanding Ordinary Shares of the Company would be automatically transferred to the offeror by operation of the Companies Law; (iii) the offer provides that the offeror may not complete the tender offer or exchange offer and purchase any Ordinary Shares unless either of the percentage thresholds specified in the foregoing condition (ii) is fulfilled and all of the issued and outstanding Ordinary Shares are automatically transferred to the offeror; (iv) the offeror offers the same per-share consideration to all shareholders (including those shareholders, if any, whose Ordinary Shares would be automatically transferred to the offeror by operation of the Companies Law); and (v) if the offer provides for alternative cash and/or other consideration to tendering shareholders, those shareholders, rather than the offeror, shall have the sole right to decide which consideration to accept; provided, that if a Complete Offer is modified at all during the period in which such offer remains open for acceptance by shareholders (other than a modification that merely increases the consideration per share offered to tendering shareholders), its status as a Complete Offer will be subject to verification once again by the Board of Directors.

(j) “Definitive Acquisition Agreement” shall mean an agreement, conditioned on the approval by the holders of a majority of the outstanding Ordinary Shares of the Company voting at a general meeting of shareholders of the Company, with respect to a merger, recapitalization, share exchange, or a similar transaction involving the Company or the direct or indirect acquisition of more than 20% of the Company’s consolidated total assets or outstanding shares.

(k) “Issuance Date” shall have the meaning set forth in Section 3(a) hereof.

(l) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

(m) “Exchange Ratio” shall have the meaning set forth in Section 24(a) hereof.

(n) “Final Expiration Date” shall have the meaning set forth in Section 7(a) hereof.

(o) “Fully Financed” shall mean, with respect to any tender or exchange offer, that the offeror has sufficient funds for the offer and related expenses which shall be evidenced by (i) firm, binding written commitments from responsible financial institutions having the necessary financial capacity, accepted by the offeror, to provide funds for such offer subject only to customary terms and conditions, (ii) cash or cash equivalents then available to the offeror, set apart and maintained solely for the purpose of funding the offer with an irrevocable written commitment being provided by the offeror to the Board of Directors of the Company to maintain such availability until the offer is consummated or withdrawn, or (iii) a combination of the foregoing; which evidence has been provided to the Company prior to, or upon, commencement of the offer.

(p) "Israeli Companies Law" shall mean the Israeli Companies Law, 5759-1999.

(q) "Nasdaq" shall mean the Nasdaq Stock Market.

(r) "Ordinary Shares" when used with reference to the Company shall mean the ordinary shares, par value NIS 0.01 per share, of the Company. "Ordinary Shares" when used with reference to any Person other than the Company shall mean the share capital (or equity interest) with the greatest voting power of such other Person or, if such other Person is a Subsidiary of another Person, the Person or Persons which ultimately control such first-mentioned Person.

(s) "Person" shall mean any individual, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust, syndicate or other entity, and shall include any successor (by merger or otherwise) of such entity, as well as any joint venture or unincorporated group of individuals or entities that, by formal or informal agreement or arrangement (whether or not in writing), have embarked on a common purpose or act.

(t) "Purchase Price" shall have the meaning set forth in Section 4 hereof.

(u) "Qualifying Offer" shall mean a tender or exchange offer (other than a Complete Offer) which satisfies each of the following conditions, as confirmed by the Board of Directors based on its review of the Schedule TO filed with respect thereto

(i) a Fully Financed all-cash tender offer or an exchange offer offering common shares of the offeror, or a combination thereof, at the same per-share consideration to all shareholders of the Company;

(ii) an offer that shall remain open for not less than 60 Business Days after the offer has commenced within the meaning of Rule 14d-2(a) under the Exchange Act; provided, however, that such offer need not remain open beyond (1) the time for which any other offer satisfying the criteria for a Qualifying Offer is then required to be kept open, or (2) the Final Expiration Date of this Agreement, as such date may be extended by public announcement;

(iii) an offer that is conditioned on a minimum number of the Company's Ordinary Shares being tendered and not withdrawn as of the expiration date as would provide the offeror, upon consummation of the offer, with beneficial ownership of at least 15% of the Company's outstanding Ordinary Shares, which condition shall not be waivable;

provided, however, that a tender or exchange offer shall not be deemed to be a Qualifying Offer for purposes of this Agreement if the offeror (or any Associate or Affiliate thereof, or any member of the same group, as described in Rule 13d-5(b)(1) under the Exchange Act) has made a Qualifying Offer with respect to which a Rights Advisory Resolution was approved in the vote held at a Shareholder Choice Meeting (i.e., the Company's shareholders advised the Board of Directors not to cancel, and to maintain, the exercisability of, the Rights with respect to such Qualifying Offer) during the six (6) month period preceding the current offer; provided further, that a tender or exchange offer shall not be deemed to be a Qualifying Offer for purposes of this Agreement if, during the effective period of this Agreement, the offeror (or any Associate or Affiliate thereof, or any member of the same group, as described in Rule 13d-5(b)(1) under the Exchange Act) previously made a Qualifying Offer with respect to which a Rights Advisory Resolution was affirmatively rejected in the vote held at a Shareholder Choice Meeting, the Board of Directors determined to act in accordance with the shareholders' expressed rejection of the Rights Advisory Resolution, subsequently cancelling the exercisability of the Rights with respect to such Qualifying Offer, but which Qualifying Offer was not consummated; and, provided as well, that a tender or exchange offer will lose its status as a Qualifying Offer if the consideration offered pursuant thereto is modified at all during the Shareholder Choice Meeting Period, other than if there is a competing Qualifying Offer during such period (if modified at a time when there is a competing Qualifying Offer, the modified offer shall be subject to confirmation by the Board of Directors that as so modified, it continues to meet the criteria for being considered a Qualifying Offer).

If an offer becomes a Qualifying Offer in accordance with this definition but subsequently ceases to be a Qualifying Offer as a result of the failure at a later date to continue to satisfy any of the requirements of this definition, such offer shall cease to be a Qualifying Offer and the provisions of Section 23(c) and Section 23(d) hereof shall no longer be applicable to such offer.

- (v) “Record Date” shall have the meaning set forth in the second paragraph hereof.
- (w) “Redemption Date” shall have the meaning set forth in Section 7(a) hereof.
- (x) “Right” shall have the meaning set forth in the second paragraph hereof.
- (y) “Right Certificate” shall have the meaning set forth in Section 3(a) hereof.
- (z) “Rights Advisory Resolution” shall have the meaning set forth in Section 23(b) hereof.
- (aa) “SEC” shall mean the U.S. Securities and Exchange Commission.
- (bb) “Shareholder Choice Meeting” shall have the meaning set forth in Section 23(b) hereof.
- (cc) “Shareholder Choice Meeting Notice” shall have the meaning set forth in Section 23(b) hereof.
- (dd) “Shareholder Choice Meeting Period” shall have the meaning set forth in Section 23(b) hereof.
- (ee) “Shares Acquisition Date” shall mean the first date of public announcement or public disclosure by the Company or an Acquiring Person that an Acquiring Person has become such.
- (ff) “Subsidiary” of any Person shall mean any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.
- (gg) “Summary of Rights” shall have the meaning set forth in Section 3(b) hereof.
- (hh) “Trading Day” means a day on which the principal national securities exchange on which the security is listed or admitted to trading is open for the transaction of business, or, if the security is not listed or admitted to trading on any national securities exchange but are quoted on Nasdaq, a day on which Nasdaq is in operation or if the security is neither listed nor admitted to trading on any national securities exchange, a Business Day.

Section 2. Appointment of Rights Agent. The Company hereby appoints the Rights Agent to act as rights agent for the Company in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company may from time to time appoint such co-Rights Agents as it may deem necessary or desirable, upon ten (10) days’ prior written notice to the Rights Agent. The Rights Agent shall have no duty to supervise, and shall in no event be liable for, the acts or omissions of any such co-Rights Agent.

Section 3. Issue of Right Certificates. (a) Until the Close of Business on the tenth day after the Shares Acquisition Date (including any such date which is on or after the date of this Agreement and prior to the issuance of the Rights, the “Issuance Date”), (i) the Rights will be evidenced (subject to the provisions of Section 3(b) hereof) by the balances indicated in the book-entry account system of the transfer agent for the Ordinary Shares registered in the names of the holders thereof (which Ordinary Shares shall also be deemed to represent Right Certificates) or, in the case of certificated shares, the certificates for Ordinary Shares of the Company registered in the names of the holders thereof (which certificates shall also be deemed to be Right Certificates) and not by separate Right Certificates, and (ii) the right to receive Right Certificates will be transferable only in connection with the transfer of Ordinary Shares of the Company. As soon as practicable after the Issuance Date, the Company will prepare and execute, the Rights Agent will countersign, and the Company will send or cause to be sent (and the Rights Agent will, if requested, send) by first-class, insured, postage-prepaid mail, to each record holder of Ordinary Shares of the Company as of the Close of Business on the Issuance Date, at the address of such holder shown on the records of the Company or the transfer agent or registrar for the Ordinary Shares of the Company, a Right Certificate, in substantially the form of Exhibit A hereto (a “Right Certificate”), evidencing one Right for each Ordinary Share so held. As of the Issuance Date, the Rights will be evidenced solely by such Right Certificates. In addition, in connection with the issuance or sale of Ordinary Shares following the Issuance Date and prior to the redemption, exchange, or expiration of the Rights, the Company (a) shall, with respect to Ordinary Shares so issued or sold pursuant to the exercise of stock options or under any employee benefit plan or arrangement, granted or awarded as of the Issuance Date, or upon the exercise, conversion or exchange of securities hereinafter issued by the Company (except as may otherwise be provided in the instrument(s) governing such securities), and (b) may, in any other case, if deemed necessary or appropriate by the Board of Directors, issue Right Certificates representing the appropriate number of Rights in connection with such issuance or sale; provided, however, that (i) no such Right Certificate shall be issued if, and to the extent that, the Company shall be advised by counsel that such issuance would create a significant risk of material adverse tax consequences to the Company or the Person to whom such Right Certificate would be issued, and (ii) no such Right Certificate shall be issued if, and to the extent that, appropriate adjustment shall otherwise have been made in lieu of the issuance thereof.

(b) On the Record Date, or as soon as practicable thereafter, the Company will send (directly, or at the expense of the Company, upon the written request of the Company and after the Company provides all necessary information and documents, through the Rights Agent or the Company's transfer agent for the Ordinary Shares) a copy of a Summary of Rights to Purchase Ordinary Shares, in substantially the form of Exhibit B hereto (the "Summary of Rights"), by first-class, postage-prepaid mail, to each record holder of Ordinary Shares as of the Close of Business on the Record Date (other than any Acquiring Person or any Associate or Affiliate of an Acquiring Person), at the address of such holder shown on the records of the Company or the transfer agent or registrar for the Ordinary Shares of the Company. At any time following the Record Date, the Company will send a copy of the Summary of Rights, by first-class, postage-prepaid mail, to any record holder of Ordinary Shares who requests a copy of the Summary of Rights, at the address of such holder shown on the records of the Company or the transfer agent or registrar for the Ordinary Shares of the Company. With respect to certificates for Ordinary Shares of the Company outstanding as of the Record Date, until the Issuance Date, the Rights will be evidenced by the balances indicated in the book-entry account system of the transfer agent for the Ordinary Shares or, in the case of certificated shares, such certificates registered in the names of the holders thereof together with a copy of the Summary of Rights attached thereto. Until the Issuance Date (or the earlier of the Redemption Date or the Final Expiration Date), the surrender for transfer of any certificate for Ordinary Shares of the Company outstanding on the Record Date, with or without a copy of the Summary of Rights attached thereto, shall also constitute the transfer of the Rights associated with the Ordinary Shares of the Company represented thereby.

(c) Rights shall be issued in respect of all Ordinary Shares issued (or delivered from the Company's treasury) after the Record Date but prior to the earliest of the Issuance Date, the Redemption Date or the Final Expiration Date and shall be evidenced by the following legends:

(i) Confirmation and account statements sent to holders of Ordinary Shares in book-entry form (which Ordinary Shares shall also be deemed to represent certificates for Rights) shall bear a legend in substantially the following form:

The ordinary shares, par value NIS 0.01 per share, of Stratasys Ltd. (the "Corporation") entitle the holder thereof to certain Rights as set forth in a Shareholder Rights Agreement between the Corporation and Continental Stock Transfer & Trust Company, dated as of December 21, 2023 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Corporation. Under certain circumstances, as set forth in the Rights Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by the shares to which this statement relates. The Corporation will mail (or cause the Rights Agent to mail) to the holder of shares to which this statement relates a copy of the Rights Agreement without charge promptly after receipt of a written request therefor. Under certain circumstances set forth in the Rights Agreement, Rights issued to an Acquiring Person or any Associate or Affiliate thereof (as such terms are defined in the Rights Agreement) may be null and void. The Rights shall not be exercisable, and shall be void so long as held, by a holder in any jurisdiction where the requisite qualification for the issuance to such holder, or the exercise by such holder of the Rights in such jurisdiction, shall not have been obtained or be obtainable.

With respect to Ordinary Shares in book-entry form for which there has been sent a confirmation or account statement containing the foregoing legend, until the earliest of the Issuance Date, the Redemption Date or the Final Expiration Date, the Rights associated with the Ordinary Shares shall be evidenced by such Ordinary Shares alone and registered holders of Ordinary Shares shall also be the registered holders of the associated Rights, and the transfer of any of such Ordinary Shares shall also constitute the transfer of the Rights associated with such Ordinary Shares.

(ii) In the case of certificated shares, certificates for Ordinary Shares which become outstanding (including, without limitation, reacquired Ordinary Shares referred to in the last sentence of this paragraph (c)) after the Record Date but prior to the earliest of the Issuance Date, the Redemption Date or the Final Expiration Date shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

This certificate also evidences and entitles the holder hereof to certain rights as set forth in a Shareholder Rights Agreement between Stratasys Ltd. (the “Corporation”) and Continental Stock Transfer & Trust Company, as Rights Agent, dated as of December 21, 2023, as it may be amended from time to time (the “Agreement”), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Corporation. Under certain circumstances, as set forth in the Agreement, such Rights (as defined in the Agreement) will be evidenced by separate certificates and will no longer be evidenced by this certificate. The Corporation will mail (or cause the Rights Agent to mail) to the holder of this certificate a copy of the Agreement without charge after receipt of a written request therefor. As set forth in the Agreement, Rights beneficially owned by any Person (as defined in the Agreement) who becomes an Acquiring Person (as defined in the Agreement) become null and void.

With respect to such certificates containing the foregoing legend, until the earliest of the Issuance Date, the Redemption Date or the Final Expiration Date, the Rights associated with the Ordinary Shares of the Company represented by such certificates shall be evidenced by such certificates alone, and the surrender for transfer of any such certificate shall also constitute the transfer of the Rights associated with the Ordinary Shares of the Company represented thereby. In the event that the Company purchases or acquires any Ordinary Shares of the Company after the Record Date but prior to the Issuance Date, the Redemption Date or the Final Expiration Date, any Rights associated with such Ordinary Shares of the Company shall be deemed cancelled and retired so that the Company shall not be entitled to exercise any Rights associated with the Ordinary Shares of the Company which are no longer outstanding. Notwithstanding this Section 3(c), the omission of a legend shall not affect the enforceability of any part of this Agreement or the rights of any holder of the Rights.

Section 4. Form of Right Certificates. The Right Certificates (and the forms of election to purchase Ordinary Shares and of assignment to be printed on the reverse thereof) shall be substantially the same as Exhibit A hereto, and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any applicable rule or regulation made pursuant thereto or with any applicable rule or regulation of any stock exchange, trading market or automated quotation system on which the Right Certificates may from time to time be listed, or to conform to customary usage. Subject to the provisions of Section 22 hereof, the Right Certificates shall be dated as of the Record Date and on their face shall entitle the holders thereof to purchase one (1) Ordinary Share at the price of \$0.01 per share (the “Purchase Price”), but the number of such Ordinary Shares and the Purchase Price shall be subject to adjustment as provided herein.

Section 5. Countersignature and Registration. The Right Certificates shall be executed on behalf of the Company by its Chairman of the Board, its Chief Executive Officer, its Chief Legal Officer, either manually or by facsimile signature, shall have affixed thereto the Company’s seal or a facsimile thereof, and shall be attested by the Chief Financial Officer of the Company, either manually or by facsimile signature. The Right Certificates shall be countersigned by the Rights Agent, either manually or by facsimile signature, and shall not be valid for any purpose unless countersigned. In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent and issued and delivered by the Company with the same force and effect as though the individual who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be signed on behalf of the Company by any individual who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Agreement any such individual was not such an officer.

Following the Issuance Date, the Rights Agent will keep or cause to be kept, at its principal office, books for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced on its face by each of the Right Certificates and the date of each of the Right Certificates.

Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates: Mutilated, Destroyed, Lost or Stolen Right Certificates Subject to the provisions of Section 14 hereof, at any time after the Close of Business on the Issuance Date, and at or prior to the Close of Business on the earlier of the Redemption Date or the Final Expiration Date, any Right Certificate or Right Certificates (other than Right Certificates representing Rights that have become void pursuant to Section 11(a)(ii) hereof or that have been exchanged pursuant to Section 24 hereof) may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates entitling the registered holder to purchase a like number of Ordinary Share as the Right Certificate or Right Certificates surrendered then entitled such holder to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the principal office of the Rights Agent. Thereupon the Rights Agent shall countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates, as the case may be, as so requested. The Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of Right Certificates. The Rights Agent shall promptly forward any such sum collected by it to the Company or to such Persons as the Company shall specify by written notice.

Upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and, at the Company's request, reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company will make and deliver a new Right Certificate of like tenor to the Rights Agent for delivery to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

Section 7. Exercise of Rights: Purchase Price: Expiration Date of Rights.

(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein), in whole or in part, at any time after the Issuance Date, upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof properly completed and duly executed, to the Rights Agent at the principal office of the Rights Agent, together with payment of the Purchase Price for each Ordinary Share as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on December 19, 2024 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the "Redemption Date"), or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof.

(b) The Purchase Price for each Ordinary Share purchasable pursuant to the exercise of a Right shall initially be \$0.01 per share, and shall be subject to adjustment from time to time as provided in Section 11 or 13 hereof, and shall be payable in lawful money of the United States of America in accordance with paragraph (c) below.

(c) Upon receipt of a Right Certificate representing exercisable Rights, with the form of election to purchase properly completed and duly executed, accompanied by payment of the aggregate Purchase Price for the shares to be purchased and an amount equal to any applicable transfer tax required to be paid by the holder of such Right Certificate in accordance with Section 9 hereof by certified check, cashier's check or money order payable to the order of the Company, the Rights Agent shall thereupon promptly (i) cause the (A) requisition from any transfer agent of the Ordinary Shares certificates for the one (1) Ordinary Share to be purchased and the Company hereby irrevocably authorizes any such transfer agent to comply with all such requests, or (B) requisition from the depository agent depository receipts representing such number of Ordinary Share as are to be purchased (in which case certificates for the Ordinary Shares represented by such receipts shall be deposited by the transfer agent of the Ordinary Shares with such depository agent) and the Company hereby directs such depository agent to comply with such request; (ii) when appropriate, cause the requisition from the Company the amount of cash to be paid in lieu of issuance of fractional shares in accordance with Section 14 hereof; (iii) promptly after receipt of such certificates or depository receipts, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder; and (iv) when appropriate, after receipt, promptly deliver such cash to or upon the order of the registered holder of such Right Certificate.

(d) In case the registered holder of any Right Certificate shall exercise less than all the Rights evidenced thereby, a new Right Certificate evidencing Rights equivalent to the Rights remaining unexercised shall be issued by the Rights Agent to the registered holder of such Right Certificate or to such holder's duly authorized assigns, subject to the provisions of Section 14 hereof.

Section 8. Cancellation and Destruction of Right Certificates. All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Company or to any of its agents, be delivered to the Rights Agent for cancellation or in cancelled form, or, if surrendered to the Rights Agent, shall be cancelled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all cancelled Right Certificates to the Company, or shall, at the written request of the Company, destroy such cancelled Right Certificates, and, in such case, shall deliver a certificate of destruction thereof to the Company.

Section 9. Availability of Ordinary Shares. (a) The Company covenants and agrees that it will cause to be reserved and kept available out of its authorized and unissued Ordinary Shares or any Ordinary Shares held in it as dormant shares, the number of Ordinary Shares that will be sufficient to permit the exercise in full of all outstanding Rights in accordance with Section 7 hereof.

(b) The Company shall use its reasonable commercial efforts to (i) file, as soon as practicable following the earliest date after any Person, alone or together with its Affiliates and Associates, becomes an Acquiring Person, or as soon as is required by law following the Issuance Date, as the case may be, a registration statement under the Securities Act of 1933, as amended (the "Act"), with respect to the securities purchasable upon exercise of the Rights on an appropriate form, (ii) cause such registration statement to become effective as soon as practicable after such filing, and (iii) cause such registration statement to remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (A) the date as of which the Rights are no longer exercisable for such securities, and (B) the date of the expiration of the Rights. The Company will also take such action as may be appropriate, and commercially reasonable, under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Company may temporarily suspend, for a period of time not to exceed 180 days after the date set forth in clause (i) of the first sentence of this Section 9(b), the exercisability of the Rights in order to prepare and file such registration statement and permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding any provision of this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction unless the requisite qualification in such jurisdiction shall have been obtained.

(c) The Company covenants and agrees that it will take all such action as may be necessary to ensure that all Ordinary Shares delivered upon exercise of Rights shall, at the time of delivery of the certificates for such Ordinary Shares (subject to payment of the Purchase Price), be duly and validly authorized and issued and fully paid and nonassessable shares.

(d) The Company further covenants and agrees that it will pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the issuance or delivery of the Right Certificates or of any Ordinary Shares upon the exercise of Rights. The Company shall not, however, be required to pay any transfer tax which may be payable in respect of any transfer or delivery of Right Certificates to a Person other than, or the issuance or delivery of certificates or depository receipts or entries in the book-entry account system of the transfer agent for the Ordinary Shares in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise or to issue or to deliver any certificates for Ordinary Shares or depository receipts or entries in the book-entry account system of the transfer agent for Ordinary Shares upon the exercise of any Rights until any such tax shall have been paid (any such tax being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Company's satisfaction that no such tax is due.

Section 10. Ordinary Shares Record Date. Each Person in whose name any certificate or entry in the book-entry account system of the transfer agent for Ordinary Shares are issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Ordinary Shares represented thereby on, and such certificate or entry in the book-entry account system of the transfer agent shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any applicable transfer taxes) was made; provided, however, that, if the date of such surrender and payment is a date upon which the Ordinary Shares transfer books of the Company are closed, such Person shall be deemed to have become the record holder of such shares on, and such certificate or entry in the book-entry account system of the transfer agent shall be dated, the next succeeding Business Day on which the Ordinary Shares transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a shareholder of the Company with respect to shares for which the Rights shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

Section 11. Adjustment of Purchase Price, Number of Shares or Number of Rights. The Purchase Price, the one (1) Ordinary Share covered by each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11.

(a) (i) In the event the Company shall at any time after the date of this Agreement (A) declare a dividend on the Ordinary Shares payable in Ordinary Shares, (B) subdivide the outstanding Ordinary Shares, (C) combine the outstanding Ordinary Shares into a smaller number of Ordinary Shares or (D) issue any shares of its share capital in a reclassification of the Ordinary Shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing or surviving corporation), except as otherwise provided in this Section 11(a), the Purchase Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, and the number and kind of share capital issuable on such date, shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive, upon payment of the Purchase Price then in effect, the aggregate number and kind of shares of share capital which, if such Right had been exercised immediately prior to such date and at a time when the Ordinary Shares transfer books of the Company were open, such holder would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification; provided, however, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the share capital of the Company issuable upon exercise of one Right.

If an event occurs which would require an adjustment under both Section 11(a)(i) and Section 11(a)(ii), the adjustment provided for in this Section 11(a)(i) shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 11(a)(ii).

(ii) Subject to Section 24 hereof, in the event any Person becomes an Acquiring Person, each holder of a Right other than any Acquiring Person (or any Associate or Affiliate of such Acquiring Person) shall thereafter have a right to receive, upon exercise thereof at a price equal to the then current Purchase Price multiplied by one (1) Ordinary Share in accordance with the terms of this Agreement. In the event that any Person shall become an Acquiring Person and the Rights shall then be outstanding, the Company shall not take any action which would eliminate or diminish the benefits intended to be afforded by the Rights.

From and after the occurrence of such event, any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Associate or Affiliate of such Acquiring Person) shall be void, and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of this Agreement. Neither the Company nor the Rights Agent shall have liability to any holder of Right Certificates or other Person as a result of the Company's or the Rights Agent's failure to make any determinations with respect to an Acquiring Person or its Affiliates, Associates or transferees hereunder. No Right Certificate shall be issued pursuant to Section 3 hereof that represents Rights beneficially owned by an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof; no Right Certificate shall be issued at any time upon the transfer of any Rights to an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof or to any nominee of such Acquiring Person, Associate or Affiliate or with respect to any Ordinary Shares otherwise deemed to be Beneficially Owned by any of the foregoing; and any Right Certificate delivered to the Rights Agent for transfer to an Acquiring Person whose Rights would be void pursuant to the preceding sentence shall be cancelled.

(iii) In the event that there shall not be sufficient Ordinary Shares issued but not outstanding or authorized but unissued to permit the exercise in full of the Rights in accordance with subparagraph (ii) above, the Company shall take all such action as may be necessary to authorize additional Ordinary Shares for issuance upon exercise of the Rights.

(b) No adjustment in the Purchase Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Purchase Price provided, however, that any adjustments which by reason of this Section 11(b) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 11 shall be made to the nearest cent or to the nearest one one-millionth of an Ordinary Share or one ten-thousandth of any other share or security as the case may be. Notwithstanding the first sentence of this Section 11(b), any adjustment required by this Section 11 shall be made no later than the earlier of (i) three years from the date of the transaction which requires such adjustment or (ii) the date of the expiration of the right to exercise any Rights.

(c) If, as a result of an adjustment made pursuant to Section 11(a) hereof, the holder of any Right thereafter exercised shall become entitled to receive any share capital of the Company other than Ordinary Shares, thereafter the number of such other shares so receivable upon exercise of any Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Ordinary Shares contained in Section 11(a) and (b) hereof, inclusive, and the provisions of Sections 7, 9, 10 and 13 hereof with respect to the Ordinary Shares shall apply on like terms to any such other shares.

(d) All Rights originally issued by the Company subsequent to any adjustment made to the Purchase Price hereunder shall evidence the right to purchase, at the adjusted Purchase Price, the number Ordinary Share purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(e) The Company may elect, on or after the date of any adjustment of the Purchase Price, to adjust the number of Rights in substitution for any adjustment in the one (1) Ordinary Share purchasable upon the exercise of a Right. Each of the Rights outstanding after such adjustment of the number of Rights shall be exercisable for the one (1) Ordinary Share for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one ten-thousandth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Company shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least 10 days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 11(e), the Company shall, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to Section 14 hereof, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Company, shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Company, new Right Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Right Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein, and shall be registered in the names of the holders of record of Right Certificates on the record date specified in the public announcement.

(f) Irrespective of any adjustment or change in the Purchase Price or in the number of Ordinary Shares issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price and the number of Ordinary Shares which were expressed in the initial Right Certificates issued hereunder.

(g) Before taking any action that would cause an adjustment reducing the Purchase Price below the then par value, if any, of the Ordinary Shares issuable upon exercise of the Rights, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable Ordinary Shares at such adjusted Purchase Price.

(h) In any case in which this Section 11 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event the issuing to the holder of any Right exercised after such record date of the Ordinary Shares and other share capital or securities of the Company, if any, issuable upon such exercise over and above the Ordinary Shares and other shares capital or securities of the Company, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; provided, however, that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares upon the occurrence of the event requiring such adjustment.

(i) In the event that, at any time after the date of this Agreement and prior to the Issuance Date, the Company shall (i) declare or pay any dividend on the Ordinary Shares payable in Ordinary Shares, or (ii) effect a subdivision, combination or consolidation of the Ordinary Shares (by reclassification or otherwise than by payment of dividends in Ordinary Shares) into a greater or lesser number of Ordinary Shares, then, in any such case, (A) the number of Ordinary Shares purchasable after such event upon proper exercise of each Right shall be adjusted accordingly, and (B) each Ordinary Share outstanding immediately after such event shall have issued with respect to it that number of Rights which each Ordinary Share outstanding immediately prior to such event had issued with respect to it. The adjustments provided for in this Section 11(i) shall be made successively whenever such a dividend is declared or paid or such a subdivision, combination or consolidation is effected.

Section 12. Certificate of Adjusted Purchase Price or Number of Shares. Whenever an adjustment is made as provided in Section 11 or 13 hereof, the Company shall promptly (a) prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (b) file with the Rights Agent and with each transfer agent for the Ordinary Shares and the Securities and Exchange Commission a copy of such certificate and (c) if such adjustment occurs at any time after the Issuance Date, mail a brief summary thereof to each holder of a Right Certificate in accordance with Section 25 hereof.

Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power In the event, directly or indirectly, at any time after a Person has become an Acquiring Person, (a) the Company shall effect a share exchange, consolidate with, or merge with and into, any other Person, (b) any Person shall effect a share exchange, consolidate with the Company, or merge with and into the Company and the Company shall be the continuing or surviving corporation of such share exchange, consolidation or merger and, in connection with such transaction, all or part of the Ordinary Shares shall be changed into or exchanged for shares or other securities of any other Person (or the Company) or cash or any other property, or (c) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power aggregating 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any other Person other than the Company or one or more of its wholly-owned Subsidiaries, then, and in each such case, proper provision shall be made so that (i) each holder of a Right (except as otherwise provided herein) shall thereafter have the right to receive, upon the exercise thereof at a price equal to \$0.01 per share, in accordance with the terms of this Agreement and in lieu of Ordinary Shares, one (1) times the number of securities of such other Person to which each shareholder is entitled to for each of its Ordinary Shares of the Company (including the Company as successor thereto or as the surviving corporation); (ii) the issuer of such securities shall thereafter be liable for, and shall assume, by virtue of such share exchange, consolidation, merger, sale or transfer, all the obligations and duties of the Company pursuant to this Agreement; (iii) the term "Company" shall thereafter be deemed to refer to such issuer; and (iv) such issuer shall take such steps (including, but not limited to, the reservation of a sufficient number of its securities in accordance with Section 9 hereof) in connection with such consummation as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be, in relation to the securities thereafter deliverable upon the exercise of the Rights. The Company shall not consummate any such share exchange, consolidation, merger, sale or transfer unless, prior thereto, the Company and such issuer shall have executed and delivered to the Rights Agent a supplemental agreement so providing. The Company shall not enter into any transaction of the kind referred to in this Section 13 if at the time of such transaction there are any rights, warrants, instruments or securities outstanding or any agreements or arrangements which, as a result of the consummation of such transaction, would eliminate or substantially diminish the benefits intended to be afforded by the Rights. The provisions of this Section 13 shall similarly apply to successive mergers, share exchanges or consolidations or sales or other transfers.

Section 14. Fractional Rights and Fractional Shares. (a) The Company shall not be required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. If the Company elects not to issue such fractional Rights, the Company shall pay, in lieu of such fractional Rights, to the registered holders of the Right Certificates with regard to which such fractional Rights would otherwise be issuable, an amount in cash equal to the same fraction of the current market value of a whole Right. For the purposes of this Section 14(a), the current market value of a whole Right shall be the closing price of the Rights for the Trading Day immediately prior to the date on which such fractional Rights would have been otherwise issuable. The closing price for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on Nasdaq or, if the Rights are not listed or admitted to trading on Nasdaq, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Rights are listed or admitted to trading or, if the Rights are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by Nasdaq or such other system then in use or, if on any such date the Rights are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Rights selected by the Board of Directors of the Company. If on any such date no such market maker is making a market in the Rights, the fair value of the Rights on such date as determined in good faith by the Board of Directors of the Company shall be used.

(b) The Company shall not be required to issue fractions of Ordinary Shares upon exercise of the Rights or to distribute certificates or make any entries in the book-entry account system of the transfer agent that evidence fractional Ordinary Shares. If the Company elects not to issue such fractional Ordinary Shares, the Company shall pay, in lieu of such fractional Ordinary Shares, to the registered holders of Right Certificates at the time such Rights are exercised as herein provided an amount in cash equal to the same fraction of the current market value of one Ordinary Share. For the purposes of this Section 14(b), the current market value of an Ordinary Share shall be the closing price of an Ordinary Share for the Trading Day immediately prior to the date of such exercise.

(c) The holder of a Right, by the acceptance of the Right, expressly waives such holder's right to receive any fractional Rights or any fractional shares upon exercise of a Right (except as provided above).

Section 15. Rights of Action. All rights of action in respect of this Agreement, excepting the rights of action vested in the Rights Agent pursuant to Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Issuance Date, the registered holders of the Ordinary Shares); and any registered holder of any Right Certificate (or, prior to the Issuance Date, of the Ordinary Shares), without the consent of the Rights Agent or of the holder of any other Right Certificate (or, prior to the Issuance Date, of the Ordinary Shares), may, in such holder's own behalf and for such holder's own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, such holder's right to exercise the Rights evidenced by such Right Certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement, and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

Section 16. Agreement of Right Holders. Every holder of a Right, by accepting the same, consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:

(a) prior to the Issuance Date, the Rights will be evidenced by the balances indicated in the book-entry account system of the transfer agent for the Ordinary Shares registered in the names of the holders of the Ordinary Shares (which Ordinary Shares shall also be deemed to represent certificates for Rights) or, in the case of certificated shares, the certificates for the Ordinary Shares registered in the names of the holders of the Ordinary Shares (which certificates for Ordinary Shares shall also constitute certificates for Rights) and each Right will be transferable only in connection with the transfer of Ordinary Shares;

(b) after the Issuance Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the principal office of the Rights Agent, duly endorsed or accompanied by a proper instrument of transfer;

(c) the Company and the Rights Agent may deem and treat the person in whose name the Right Certificate (or, prior to the Issuance Date, the associated balance indicated in the book-entry account system of the transfer agent for the Ordinary Shares or, in the case of certificated shares, the associated Ordinary Shares certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificate or the associated balance indicated in the book-entry account system of the transfer agent for the Ordinary Shares or, in the case of certificated shares, the associated Ordinary Shares certificate made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary; and

(d) notwithstanding anything in this Agreement to the contrary, neither the Company nor the Rights Agent shall have any liability to any holder of a Right or other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation; provided, however, the Company must use its reasonable best efforts to have any such order, decree or ruling lifted or otherwise overturned as soon as possible.

Section 17. Right Certificate Holder Not Deemed a Shareholder. No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the Ordinary Shares or any other securities of the Company which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in Section 25 hereof), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by such Right Certificate shall have been exercised in accordance with the provisions hereof.

Section 18. Concerning the Rights Agent. The Company agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder, and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, or expense incurred without gross negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability in the premises.

The Rights Agent shall be protected and shall incur no liability for, or in respect of any action taken, suffered or omitted by it in connection with, its administration of this Agreement in reliance upon any Right Certificate or certificate for the Ordinary Shares or Ordinary Shares or any balance indicated in the book-entry account system of the transfer agent, or, for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper person or persons, or otherwise upon the advice of counsel as set forth in Section 20 hereof.

Section 19. Merger or Consolidation or Change of Name of Rights Agent. Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may effect a share exchange, be consolidated, or otherwise combined, or any Person resulting from any merger, share exchange, consolidation or combination to which the Rights Agent or any successor Rights Agent shall be a party, or any Person succeeding to the stock transfer or corporate trust powers of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided that such Person would be eligible for appointment as a successor Rights Agent under the provisions of Section 21. The purchase of all or substantially all of the Rights Agent's assets employed in the performance of transfer agent activities shall be deemed a merger or consolidation for purposes of this Section 19. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and, in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and, in all such cases, such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and, in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name; and, in all such cases, such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

Section 20. Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

- (a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.
- (b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by any one of the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer or the Chief Legal Officer of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.
- (c) The Rights Agent shall be liable hereunder to the Company and any other Person only for its own gross negligence, bad faith or willful misconduct.
- (d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.
- (e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 11(a)(ii) hereof) or any adjustment in the terms of the Rights (including any adjustment required under the provisions of Sections 11 or 13 or the manner, method or amount thereof) provided for in Section 3, 11, 13, 23 or 24 hereof, or the ascertaining of the existence of facts that would require any such change or adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice that such change or adjustment is required); nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Ordinary Shares to be issued pursuant to this Agreement or any Right Certificate or as to whether any Ordinary Shares will, when issued, be validly authorized and issued, fully paid and nonassessable.
- (f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer or the Chief Legal Officer of the Company, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such officer or for any delay in acting while waiting for those instructions.

(h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided that reasonable care was exercised in the selection and continued employment thereof.

Section 21. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Company and to each transfer agent of the Ordinary Shares or Ordinary Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. In the event the transfer agency relationship in effect between the Company and the Rights Agent terminates, the Rights Agent will be deemed to have resigned automatically and be discharged from its duties under this Agreement as of the effective date of such termination, and the Company shall be responsible for sending any required notice. The Company may remove the Rights Agent or any successor Rights Agent (with or without cause) upon 30 days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Ordinary Shares or Ordinary Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (which holder shall, with such notice, submit such holder's Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation or other entity organized and doing business under the laws of the United States or of the State of Delaware (or of any other state of the United States so long as such corporation or other entity is authorized to do business as a banking institution such other state), in good standing, which is authorized under such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus, along with its Affiliates, of at least \$50 million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Ordinary Shares or Ordinary Shares, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 22. Issuance of New Right Certificates. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by the Board of Directors of the Company to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares or other securities or property purchasable under the Right Certificates made in accordance with the provisions of this Agreement.

Section 23. Redemption and Cancellation.

(a) The Board of Directors of the Company may, at its option, at any time prior to such time that any Person becomes an Acquiring Person, redeem all but not less than all the then outstanding Rights at no cost and without the delivery of any consideration in exchange for such redemption. The redemption of the Rights by the Board of Directors of the Company may be made effective at such time, on such basis and with such conditions as the Board of Directors of the Company, in its sole discretion, may establish.

(b) In the event that a Qualifying Offer is commenced within the meaning of Rule 14d-2(a) under the Exchange Act and the Board of Directors has not redeemed the outstanding Rights or exempted such offer from the terms of this Agreement, then within ten (10) Trading Days of the commencement of such Qualifying Offer, the Board of Directors shall publish notice to the Company's shareholders (the "Shareholder Choice Meeting Notice") of a meeting of the Company's shareholders (the "Shareholder Choice Meeting") to be held on the twenty-first (21st) day (or first Trading Day subsequent thereto, if not a Trading Day) following such Shareholder Choice Meeting Notice (and in any event no later than forty (40) days after the commencement of such Qualifying Offer within the meaning of Rule 14d-2(a) under the Exchange Act). At the Shareholder Choice Meeting, an advisory vote will be held pursuant to which the holders (as of the applicable record date) of Ordinary Shares, other than Ordinary Shares beneficially owned by the offeror or by any other shareholder possessing a personal interest (as defined under the Companies Law) with respect to the subject Qualifying Offer, shall be entitled to vote on a resolution advising the Board of Directors as to whether the Rights should remain exercisable with respect to the subject Qualifying Offer (a "Rights Advisory Resolution"). For purposes of the Shareholder Choice Meeting Notice, the record date for determining holders of record eligible to vote at the Shareholder Choice Meeting shall be the close of business on the Trading Day on which the Board of Directors publishes the Shareholder Choice Meeting Notice. The Board of Directors shall take such actions as are necessary or desirable to cause the Rights Advisory Resolution to be presented for a vote of the Company's shareholders at the Shareholder Choice Meeting. If, prior to the holding of the Shareholder Choice Meeting (the "Shareholder Choice Meeting Period"), an additional Qualifying Offer is commenced by a different offeror, the Board of Directors may postpone the scheduled date of the Shareholder Choice Meeting by such number of days as shall be necessary to ensure that the Company can publish an amended Shareholder Choice Meeting Notice (and, if required pursuant to the Companies Law, set a new record date of shareholders entitled to vote at the Shareholder Choice Meeting) twenty-one (21) days prior to the new date for the Shareholder Choice Meeting, at which a separate Rights Advisory Resolution will be presented to the Company's shareholders with respect to each Qualifying Offer. If there are multiple offerors making Qualifying Offers and the consideration offered to the Company's shareholders pursuant to one or more such Qualifying Offers is changed by an offeror, the Board of Directors shall wait ten (10) Trading Days following the latest commencement or amendment of a Qualifying Offer by any such offeror before re-setting the date for the Shareholder Choice Meeting. If the Company, at any time during the Shareholder Choice Meeting Period and prior to a vote on a Rights Advisory Resolution, enters into a Definitive Acquisition Agreement, the Shareholder Choice Meeting Period may be extended (and any extraordinary general meeting of the Company's shareholders called in connection with any outstanding Qualifying Offers may be cancelled) if the Rights Advisory Resolution will be separately submitted to a vote of the Company's shareholders at the same meeting as the Definitive Acquisition Agreement. In the event that (i) neither the offeror, nor its Affiliates or Associates, have become an Acquiring Person prior to the date on which the Board of Directors cancels the exercisability of the Rights with respect to such offeror's Qualifying Offer, (ii) the Qualifying Offer continues to be a Qualifying Offer, (iii) at the Shareholder Choice Meeting at which a quorum (as determined under the Company's articles of association, as amended) is present, holders of a majority of the Ordinary Shares as of the record date for the Shareholder Choice Meeting present or represented by proxy and voted thereon, excluding Ordinary Shares beneficially owned by the offeror or by any other shareholder possessing a personal interest (as defined under the Companies Law) with respect to the subject Qualifying Offer, have affirmatively voted against the Rights Advisory Resolution, thereby advising the Board of Directors to cancel the exercisability of the Rights with respect to such Qualifying Offer, and (iv) the Board of Directors, upon meeting within ten (10) Trading Days following the Shareholder Choice Meeting and taking into consideration the Company's shareholders' rejection of the Rights Advisory Resolution as the primary and salient factor in its deliberation regarding whether to exempt such Qualifying Offer hereunder, determines to act in accordance with the advisory vote of the shareholders, then the exercisability of the Rights will be canceled with respect to the subject Qualifying Offer for so long as (and only for so long as) it remains a Qualifying Offer. Such cancellation shall be effective as of the Close of Business on the first Trading Day after the Board of Directors cancels the exercisability of the Rights with respect to the Qualifying Offer (the "Cancellation Date"). If a quorum (as determined under the Company's articles of association, as amended) is not present at the Shareholder Choice Meeting or if the vote held at the Shareholder Choice Meeting at which a quorum is present has not yielded the result described in clause (iii) above, then the shareholders will be deemed to have advised the Board of Directors to maintain the exercisability of the Rights with respect to the subject Qualifying Offer. In connection with the shareholder vote at a Shareholder Choice Meeting, the offeror (if an individual), or, if the offeror is an entity, the chief executive officer and chairman (or individuals serving equivalent positions, if the offeror is not a corporation) of the offeror shall be required to certify to the Company, not less than ten (10) Trading Days prior to the initially scheduled date of the Shareholder Choice Meeting, which Ordinary Shares are beneficially owned by the offeror, its Affiliates, or its Associates or by any other shareholder possessing a personal interest (as defined under the Companies Law) with respect to the subject Qualifying Offer, and should therefore be excluded from the vote on the Rights Advisory Resolution. Notwithstanding anything herein to the contrary, no action or vote by shareholders not in compliance with the provisions of this Section 23(b) shall serve to exempt any offer from the terms of this Agreement. The Company shall promptly notify the Rights Agent in writing upon the occurrence of the Cancellation Date and, if such notification is given orally, the Company shall confirm the same in writing on or prior to the next Trading Day. Until such notice is received by the Rights Agent, the Rights Agent may presume conclusively for all purposes that a Cancellation Date has not occurred. The Company shall promptly disclose the results of a vote on a Rights Advisory Resolution at a Shareholder Choice Meeting, and, if applicable, the occurrence of a Cancellation Date, via a document filed with, or furnished to, the SEC.

(c) Immediately upon the action of the Board of Directors of the Company ordering the redemption of the Rights pursuant to paragraph (a) of this Section 23, and without any further action and without any notice, the right to exercise the Rights will terminate. The Company shall promptly give public notice of any such redemption; provided, however, that the failure to give, or any defect in, any such notice shall not affect the validity of such redemption. Within 10 days after such action of the Board of Directors of the Company ordering the redemption of the Rights, the Company shall mail a notice of redemption to all the holders of the then outstanding Rights at their last addresses as they appear upon the registry books of the Rights Agent or, prior to the Issuance Date, on the registry books of the transfer agent for the Ordinary Shares. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Neither the Company nor any of its Affiliates or Associates may redeem, acquire or purchase for value any Rights at any time in any manner other than that specifically set forth in this Section 23 or in Section 24 hereof, and other than in connection with the purchase of Ordinary Shares prior to the Issuance Date.

(d) If a tender or exchange offer is commenced within the meaning of Rule 14d-2(a) under the Exchange Act and the Board of Directors determines that such exchange or tender offer qualifies as a Complete Offer, without any further action and without any notice, the exercisability of the Rights with respect to the Complete Offer will, for so long as (and only for so long as) it remains a Complete Offer, be canceled as of the Close of Business on the date of such determination, and the Company shall promptly disclose such determination via a document filed with, or furnished to, the SEC.

Section 24. Exchange. (a) The Board of Directors of the Company may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 11(a)(ii) hereof) for Ordinary Shares at an exchange ratio of one (1) Ordinary Share per Right, appropriately adjusted to reflect any adjustment in the number of Rights (such exchange ratio being hereinafter referred to as the "Exchange Ratio"). Notwithstanding the foregoing, the Board of Directors of the Company shall not be empowered to effect such exchange at any time after any Person (other than the Company, any Subsidiary of the Company, any employee benefit or stock ownership plan of the Company or any such Subsidiary, or any entity holding Ordinary Shares for or pursuant to the terms of any such plan), together with all Affiliates and Associates of such Person, becomes the Beneficial Owner of 50% or more of the Ordinary Shares then outstanding. The exchange of Rights by the Board of Directors of the Company may be made effective at such time, on such basis and with such conditions as the Board of Directors of the Company in its sole discretion may establish. Without limiting the foregoing, in connection with effecting an exchange pursuant to this Section 24, the Board of Directors of the Company may direct the Company to enter into a trust agreement in such form and with such terms as the Board of Directors of the Company shall then approve and issue to the trust created by such trust agreement all or some (as designated by the Board of Directors of the Company) of the securities to be exchanged for the Rights pursuant to this Section 24, and all Persons entitled to receive such securities pursuant to the exchange shall be entitled to receive all or some (as designated by the Board of Directors of the Company) of such securities (and any dividends or distributions made thereon after the date on which such securities are deposited in the trust) from such trust and upon compliance with the relevant terms of the trust agreement.

(b) Immediately upon the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to paragraph (a) of this Section 24 (or at such later times as the Board of Directors of the Company may establish for the effectiveness of such exchange) and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right thereafter of a holder of such Rights shall be to receive that number of Ordinary Shares equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Company shall promptly give public notice of any such exchange; provided, however, that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. The Company promptly shall mail a notice of any such exchange to all of the holders of such Rights at their last addresses as they appear upon the registry books of the Rights Agent. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange will state the method by which the exchange of the Ordinary Shares for Rights will be effected, and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii) hereof) held by each holder of Rights.

(c) In the event that there shall not be sufficient Ordinary Shares issued but not outstanding or authorized but unissued to permit any exchange of Rights as contemplated in accordance with this Section 24, the Company shall take all such action as may be necessary to authorize additional Ordinary Shares for issuance upon exchange of the Rights.

(d) The Company shall not be required to issue fractions of Ordinary Shares or to distribute certificates or make any entries in the book-entry account system of the transfer agent which evidence fractional Ordinary Shares. In lieu of such fractional Ordinary Shares, the Company shall pay to the registered holders of the Right Certificates with regard to which such fractional Ordinary Shares would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole Ordinary Share. For the purposes of this paragraph (d), the current market value of a whole Ordinary Share shall be the closing price of an Ordinary Share for the Trading Day immediately prior to the date of exchange pursuant to this Section 24.

Section 25. Special Tender Offer. In connection with a special tender offer in accordance with the provisions of the Companies Law, the Board of Directors shall consider the requirements of Section 330 of the Israeli Companies Law.

Section 26. Notice of Certain Events. (a) In case the Company shall, at any time after the Issuance Date, propose (i) to pay any dividend payable in shares of any class to the holders of the Ordinary Shares or to make any other distribution to the holders of the Ordinary Shares (other than a regular quarterly cash dividend), (ii) to offer to the holders of the Ordinary Shares rights or warrants to subscribe for or to purchase any additional Ordinary Shares or shares of any class or any other securities, rights or options, (iii) to effect any reclassification of the Ordinary Shares (other than a reclassification involving only the subdivision of outstanding Ordinary Shares), (iv) to effect any merger, share exchange, consolidation or other combination into or with, or to effect any sale or other transfer (or to permit one or more of its Subsidiaries to effect any sale or other transfer), in one or more transactions, of 50% or more of the assets, cash flow or earning power of the Company and its Subsidiaries (taken as a whole) to, any other Person, (v) to effect the liquidation, dissolution or winding up of the Company, or (vi) to declare or pay any dividend on the Ordinary Shares payable in Ordinary Shares or to effect a subdivision, combination or consolidation of the Ordinary Shares (by reclassification or otherwise than by payment of dividends in Ordinary Shares), then, in each such case, the Company shall give to each holder of a Right Certificate, in accordance with Section 26 hereof, a notice of such proposed action, which shall specify the record date for the purposes of such share dividend, or distribution of rights or warrants, or the date on which such reclassification, consolidation, share exchange, merger, sale, transfer, liquidation, dissolution, or winding up is to take place and the date of participation therein by the holders of the Ordinary Shares and/or Ordinary Shares, if any such date is to be fixed, and such notice shall be so given in the case of any action covered by clause (i) or (ii) above at least 10 days prior to the record date for determining holders of the Ordinary Shares for purposes of such action, and, in the case of any such other action, at least 10 days prior to the date of the taking of such proposed action or the date of participation therein by the holders of the Ordinary Shares, whichever shall be the earlier.

(b) In case the event set forth in Section 11(a)(ii) hereof shall occur, then the Company shall, as soon as practicable thereafter, give to each holder of a Right Certificate, in accordance with Section 26 hereof, a notice of the occurrence of such event, which notice shall describe such event and the consequences of such event to holders of Rights under Section 11(a)(ii) hereof.

Section 27. Notices. Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Company shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) or in the form of an email transmission (with receipt confirmed) as follows:

Stratasys Ltd.
1 Holtzman Street
Science Park
P.O. Box 2496
Rehovot, 76124, Israel
Attention: Chief Financial Officer

Subject to the provisions of Section 21 hereof, any notice or demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by overnight delivery service or first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

Continental Stock Transfer & Trust Company
1 State Street Plaza, 30th Floor
New York, NY 10004
Attention: Compliance Department

Notices or demands authorized by this Agreement to be given or made by the Company or the Rights Agent to the holder of any Right Certificate shall be sufficiently given or made if sent by overnight delivery service or first-class mail, postage prepaid, addressed to such holder at the address of such holder as shown on the registry books of the Company or, if applicable, the transfer agent or registrar for the Ordinary Shares.

Section 28. Supplements and Amendments. The Company may from time to time, and the Rights Agent shall, if directed by the Company, supplement or amend this Agreement without the approval of any holders of Right Certificates in order to cure any ambiguity, to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, or to make any other provisions with respect to the Rights which the Company may deem necessary or desirable, any such supplement or amendment to be evidenced by a writing signed by the Company and the Rights Agent; provided, however, that, from and after such time as any Person becomes an Acquiring Person, this Agreement shall not be amended in any manner which would adversely affect the interests of the holders of Rights (other than an Acquiring Person or an Affiliate or Associate thereof). For the avoidance of doubt, the Company shall be entitled to adopt and implement such procedures and arrangements (including with third parties) as it may deem necessary or desirable to facilitate the exercise, exchange, trading, issuance or distribution of the Rights as contemplated hereby and to ensure that an Acquiring Person does not obtain the benefits thereof, and amendments in respect of the foregoing shall not be deemed to adversely affect the interests of the holders of Rights. Upon the delivery of a certificate from an appropriate officer of the Company that states that the proposed supplement or amendment is in compliance with the terms of this Section 27, the Rights Agent shall execute such supplement or amendment.

Section 29. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 30. Determinations and Actions by the Board of Directors, etc. For all purposes of this Agreement, any calculation of the number of Ordinary Shares outstanding at any particular time, including for purposes of determining the particular percentage of such outstanding Ordinary Shares of which any Person is the Beneficial Owner, shall be made in accordance with the last sentence of Rule 13d-3(d)(1)(i) of the General Rules and Regulations under the Exchange Act. The Board of Directors of the Company shall have the exclusive power, authority and discretion to administer this Agreement and to exercise all rights and powers specifically granted to such Board of Directors or to the Company, or as may be necessary or advisable in the administration of this Agreement, including, without limitation, the right and power to (i) interpret the provisions of this Agreement, and (ii) make all determinations deemed necessary or advisable for the administration of this Agreement (including, but not limited to, a determination to redeem or not redeem the Rights or to amend the Agreement). All such actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board of Directors of the Company or the Company in good faith shall (x) be final, conclusive and binding on the Company, the Rights Agent, the holders of the Right Certificates and all other parties, and (y) not subject the Board of Directors of the Company to any liability to the holders of the Rights and Right Certificates.

Section 31. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Issuance Date, the Ordinary Shares with respect to their right to be issued Right Certificates under this Agreement) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Issuance Date, the Ordinary Shares with respect to their right to be issued Right Certificates under this Agreement).

Section 32. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 33. Governing Law. This Agreement, each Right and each Right Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Israel and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state, other than with respect to the duties and rights of the Rights Agent under Sections 18-21 hereunder which shall be governed by and construed in accordance with the laws of the State of New York.

Section 34. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 35. Descriptive Headings; Interpretation. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Each reference in this Agreement to a period of time following or after a specified date or event shall be calculated without including such specified date or the day on which such specified event occurs.

Section 36. Force Majeure. Notwithstanding anything to the contrary contained herein, the Rights Agent shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest. The Rights Agent shall provide the Company prompt notice as soon as practicable in the event that any such delay or failure in performance occurs and keep the Company apprised of developments and mitigation effort with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested, all as of the day and year first above written.

STRATASYS LTD.

By: <u>/s/ Yoav Zeif</u>	<u>/s/ Eitan Zamir</u>
Name: Yoav Zeif	Eitan Zamir
Title: Chief Executive Officer	Chief Financial Officer

CONTINENTAL STOCK TRANSFER
& TRUST COMPANY

By: <u>/s/ Margaret B. Lloyd</u>
Name: Margaret B. Lloyd
Title: Vice President

Form of Shareholder Right Certificate

Certificate No. R-

NOT EXERCISABLE AFTER DECEMBER 19, 2024 OR SUCH LATER DATE AS DETERMINED BY THE COMPANY'S BOARD OF DIRECTORS OR EARLIER IF REDEMPTION, CANCELLATION OF EXERCISABILITY, OR EXCHANGE OCCURS. THE RIGHTS ARE SUBJECT TO REDEMPTION, CANCELLATION OF EXERCISABILITY, AND TO EXCHANGE ON THE TERMS SET FORTH IN THE AGREEMENT.

Shareholder Right Certificate

STRATASYS LTD.

This certifies that _____, or registered assigns, is the registered owner of the number of shareholder rights ("Rights") set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Agreement, dated as of December 21, 2023 (the "Agreement"), between Stratasys Ltd., a company formed under the laws of the State of Israel (the "Company"), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY (the "Rights Agent"), to purchase from the Company at any time after the Issuance Date (as such term is defined in the Agreement) and prior to 5:00 P.M., New York, New York time, on December [20], 2024 at the principal office of the Rights Agent, or at the office of its successor as Rights Agent, one (1) fully paid non-assessable Ordinary Share, par value NIS 0.01 per share, of the Company (the "Ordinary Shares"), at a purchase price of \$0.01 per one Ordinary Share (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase duly executed. The number of Rights evidenced by this Right Certificate (and the number of Ordinary Shares which may be purchased upon exercise hereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of January 2, 2024, based on the Ordinary Shares as constituted at such date. As provided in the Agreement, the Purchase Price and the one (1) Ordinary Share which may be purchased upon the exercise of the Rights evidenced by this Right Certificate are subject to modification and adjustment upon the happening of certain events.

This Right Certificate is subject to all of the terms, provisions and conditions of the Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Right Certificates. Copies of the Agreement are on file at the principal executive offices of the Company and the offices of the Rights Agent.

This Right Certificate, with or without other Right Certificates, upon surrender at the principal office of the Rights Agent, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of Ordinary Shares as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Agreement, the Rights evidenced by this Right Certificate (i) may be redeemed by the Company in accordance with the terms of the Agreement or (ii) may be exchanged in whole or in part for Ordinary Shares.

No fractional Ordinary Shares will be issued upon the exercise of any Right or Rights evidenced hereby, but, in lieu thereof, a cash payment will be made, as provided in the Agreement.

No holder of this Right Certificate shall be entitled to vote or receive dividends or be deemed for any purpose the holder of the Ordinary Shares or of any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained in the Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Agreement), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal. Dated as of _____, _____.

STRATASYS LTD.

By: _____
Name: _____
Title: _____

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Right Certificate.)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____

(Please print name and address of transferee)

this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer the within Right Certificate on the books of the within-named Company, with full power of substitution.

Dated: _____

Signature

Signature Guaranteed:

Signatures must be guaranteed by an eligible guarantor institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP"), the Nasdaq Medallion Signature Program ("MSP"), or the Stock Exchanges Medallion Program ("SEMP"), pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended. Guarantees by a notary public are not acceptable.

The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Agreement).

Signature

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise
Shareholder Rights represented by the Shareholder Right Certificate.)

To: STRATASYS LTD.

The undersigned hereby irrevocably elects to exercise _____ Rights represented by this Right Certificate to purchase the Ordinary Shares issuable upon the exercise of such Rights and requests that certificates for such Ordinary Shares be issued in the name of:

Please insert social security
or other identifying number

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security
or other identifying number

(Please print name and address)

Dated: _____

Signature

Signature Guaranteed:

Signatures must be guaranteed by an eligible guarantor institution which is a participant in the Securities Transfer Agents Medallion Program (“STAMP”), the Nasdaq Medallion Signature Program (“MSP”), or the Stock Exchanges Medallion Program (“SEMP”), pursuant to Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended. Guarantees by a notary public are not acceptable.

The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Agreement).

Signature

NOTICE

The signature in the Form of Assignment or Form of Election to Purchase, as the case may be, must conform to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

In the event the certification set forth above in the Form of Assignment or the Form of Election to Purchase, as the case may be, is not completed, the Company and the Rights Agent will deem the beneficial owner of the Rights evidenced by this Right Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Agreement) and such Assignment or Election to Purchase will not be honored.

SUMMARY OF SHAREHOLDER RIGHTS TO PURCHASE
ORDINARY SHARESIntroduction

On December 21, 2023, the Board of Directors of our Company (the “Board”), Stratasys Ltd., a company formed under the laws of the State of Israel, declared the issuance of one shareholder right (a “Right”) for each outstanding ordinary share, par value NIS 0.01 per share (the “Ordinary Shares”). The Rights will be issued on January 2, 2024 to the shareholders of record on January 2, 2024.

Our Board has adopted a Shareholder Rights Agreement (the “Rights Agreement”) to protect shareholders from coercive or otherwise unfair takeover tactics, while enabling shareholders to advise the Board to release such protections under circumstances. In general terms, it works by imposing a significant penalty upon any person or group that acquires 15% or more of our outstanding Ordinary Shares without the approval of our Board. If a person’s or group’s beneficial ownership of the then-outstanding Ordinary Shares as of the time of the public announcement of the rights plan is at or above 15% (including through entry into certain derivative positions), that person or group’s then-existing ownership percentage would be grandfathered, but the Rights would become exercisable if at any time after such announcement, the shareholder increases its ownership percentage to an amount equal to or greater than the greater of (1) 15% and (2) the sum of (I) the lowest number of Ordinary Shares beneficially owned by such Person as a percentage of the outstanding Ordinary Shares as of any time from and after the time of the public announcement of the declaration of the Rights and (II) 0.001%. The Rights Agreement should not interfere with any merger or other business combination approved by our Board.

In order to allow shareholders to exercise their judgment with respect to offers that are not partial or coercive, the Rights Agreement provides that the Rights will not be exercisable with respect to a complete tender or exchange offer, as defined under Israeli law, pursuant to which the offeror offers to purchase all Ordinary Shares then outstanding that are not then held by it, and under which all of the issued and outstanding Ordinary Shares of the Company would be automatically transferred to the offeror by operation of Israeli law if almost all other shareholders accept the offer, other than holders that hold less than (i) 2% of the outstanding Ordinary Shares, or (ii) 5% of the outstanding Ordinary Shares, if a majority of the offerees who have no personal interest (as defined under Israeli law) in the acceptance of the offer accept the offer, subject to certain additional requirements, including that the offer be conditioned on the achievement of such thresholds before any shares are accepted in the offer.

In addition, in order to empower shareholder choice with respect to a tender or exchange offer that results in the offeror owning 15% or more of the outstanding Ordinary Shares (a “Qualifying Offer”), the Rights Agreement generally requires that our Board also enable our Company’s shareholders that are offerees under such tender or exchange offer to vote in an advisory vote at an extraordinary general meeting of shareholders whether or not the Rights will be exercisable with respect to such offer, as described under “*Exemption*” below.

For those interested in the specific terms of the Shareholder Rights Agreement as made between our Company and Continental Stock Transfer & Trust Company, as the Rights Agent, on December 21, 2023, we provide the following summary description. Please note, however, that this description is only a summary, and is not complete, and should be read together with the entire Rights Agreement, which has been furnished to the Securities and Exchange Commission as an exhibit to the Report of Foreign Private Issuer on Form 6-K on December 21, 2023. A copy of the agreement is available free of charge from our Company.

The Rights. Our Board authorized the issuance of a Right with respect to each outstanding Ordinary Share on January 2, 2024. The Rights will initially trade with, and will be inseparable from, the corresponding Ordinary Share. The Rights are evidenced only by the balances indicated in the book-entry account system of the transfer agent for our Ordinary Shares or, in the case of certificated shares, the certificates that represent such Ordinary Shares. New Rights will accompany any new Ordinary Shares we issue after January 2, 2024 until the earliest of the Issuance Date described below, the Redemption Date and the Final Expiration Date.

Exercise Price. Each Right will allow its holder to purchase from our Company one (1) Ordinary Share, at a purchase price of \$0.01 per one Ordinary Share, once the Rights become exercisable. Prior to exercise, the Right does not give its holder any dividend, voting, or liquidation rights.

Exercisability. The Rights will not be exercisable until the Close of Business on the tenth day after the public announcement or public disclosure that a person or group has become an “Acquiring Person” by obtaining beneficial ownership of 15% or more of the Company’s outstanding Ordinary Shares, subject to certain exceptions.

If a Person’s beneficial ownership of the then-outstanding Ordinary Shares as of the time of the public announcement of the rights plan is at or above 15% (including through entry into certain derivative positions), that person or group’s then-existing ownership percentage would be grandfathered, but the Rights would become exercisable if at any time after such announcement, the shareholder increases its ownership percentage to an amount equal to or greater than the greater of (1) 15% and (2) the sum of (I) the lowest number of Ordinary Shares beneficially owned by such Person as a percentage of the outstanding Ordinary Shares as of any time from and after the time of the public announcement of the declaration of the Rights and (II) 0.001%.

We refer to the date when the Rights become exercisable as the “Issuance Date.” Until that date, the balances in the book-entry accounting system of the transfer agent for our Ordinary Shares or, in the case of certificated shares, Ordinary Shares certificates will also evidence the Rights, and any transfer of Ordinary Shares or, in the case of certificated shares, certificates for Ordinary Shares will constitute a transfer of Rights. After that date, the Rights will separate from the Ordinary Shares and be evidenced solely by Rights certificates that we will mail to all eligible holders of Ordinary Shares. Any Rights held by an Acquiring Person or any Associate or Affiliate thereof are void and may not be exercised.

Consequences of a Person or Group Becoming an Acquiring Person.

- *Flip In.* If a person or group becomes an Acquiring Person, all holders of Rights except the Acquiring Person or any Associate or Affiliate thereof may, for a purchase price of \$0.01 per one Ordinary Share, purchase one (1) Ordinary Share.
- *Flip Over.* If our Company is later acquired in a merger or similar transaction after the Issuance Date, all holders of Rights except the Acquiring Person or any Associate or Affiliate thereof may, for a purchase price of \$0.01 per share, purchase one (1) times the number of shares of the acquiring corporation, that each shareholder of the Company is entitled for each Ordinary Shares.

Expiration. The Rights will expire on December 19, 2024.

Redemption. Our Board may redeem the Rights for no consideration at any time prior to such time that any person or group becomes an Acquiring Person. If our Board redeems any Rights, it must redeem all of the Rights.

Cancellation of Exercisability. The Rights will not be exercisable with respect to a complete tender or exchange offer in which the offeror offers to purchase all then-outstanding Ordinary Shares not held by it, provided that: such offer is in compliance with the requirements of the Companies Law with respect to a complete tender offer; the condition regarding required acceptance of the complete tender or exchange offer by a sufficient number of Ordinary Shares that would cause the automatic transfer of all remaining outstanding Ordinary Shares that were not tendered to the offeror under the Companies Law is not waivable by the offeror; any cash or share consideration offered is fully-financed (as defined in the Rights Agreement); the same per-share consideration is offered to all shareholders; any choice as to form of consideration belongs to the shareholders/offerees, not the offeror; and, the consideration pursuant to such offer is not modified, other than a modification that merely increases the consideration per share offered to tendering shareholders.

The Rights Agreement further provides that if a Qualifying Offer—a Fully Financed exchange offer or tender offer that will remain open for a certain minimum period of time and whereby the offeror will exceed 15% ownership of the outstanding Ordinary Shares as a result of consummation of the offer (that has not been terminated or modified, other than in response to a competing Qualifying Offer, and continues to be a Qualifying Offer for the period hereinafter described)—is commenced and the Board has not exempted such Qualifying Offer from the terms of the Rights Agreement, the Board is required to call within ten (10) trading days of receipt of such offer an extraordinary general meeting of shareholders, to be held twenty-one (21) days following the publication of notice of the meeting (and no later than forty (40) days following the commencement of such offer), for the purpose of an advisory shareholder vote on whether or not to maintain the exercisability of the Rights with respect to such Qualifying Offer under the Rights Agreement. Such period may be extended if, prior to the vote, the Company receives a competing Qualifying Offer or the Company enters into an agreement with respect to a merger, recapitalization, share exchange, or a similar transaction involving the Company or the direct or indirect acquisition of more than 20% of the Company's consolidated total assets or shares (a "Definitive Acquisition Agreement"). In such case, the vote to advise the Board whether to maintain the exercisability of the Rights with respect to the Qualifying Offer under the Rights Agreement will occur at the same meeting at which the shareholders will be asked to vote on the Definitive Acquisition Agreement or competing Qualifying Offer(s), as applicable. If neither the offeror, nor its Affiliates or Associates, have become an Acquiring Person, the offer continues to be a Qualifying Offer and shareholders representing a majority of the Ordinary Shares represented at the meeting (at which a quorum is present, as determined under the Company's articles of association, as amended) and voting thereat (other than any shares beneficially owned by the offeror of the Qualifying Offer, or by any other shareholder possessing a personal interest with respect to the subject Qualifying Offer, as determined under the Rights Agreement) affirmatively vote to advise the Board against maintaining the exercisability of the Rights with respect to such offer under the Rights Agreement, and if the Board, within ten (10) trading days after the extraordinary general meeting of shareholders, upon considering the shareholders' advisory vote as its primary and salient consideration in such regard, determines to cancel the exercisability of the Rights with respect to such Qualifying Offer, the Rights will not be exercisable with respect to such offer.

The foregoing requirement to bring a Qualifying Offer to an advisory vote of our shareholders will not apply, however, if the offeror (or related parties) had previously launched a Qualifying Offer for which the offeree shareholders had not affirmatively voted to advise the Board to cancel the applicability of the Rights with respect to such offer at a vote held at an extraordinary shareholder meeting that took place within the six (6) month period preceding the launch of the current offer. The shareholder meeting also need not be called by our Board if during the effective period of the Rights Agreement, the offeror (or its affiliates) had previously launched a Qualifying Offer with respect to which the offeree shareholders had affirmatively advised the Board to cancel the exercisability of the Rights with respect to such offer, and the Board had canceled the exercisability of the Rights with respect to such offer, but which previous offer expired and was not consummated by the offeror.

Exchange. After a person or group becomes an Acquiring Person, but before an Acquiring Person owns 50% or more of our outstanding Ordinary Shares, our Board may extinguish the Rights by exchanging one (1) Ordinary Share or an equivalent security for each Right, other than Rights held by the Acquiring Person.

Anti-Dilution Provisions. Our Board may adjust the purchase price of the Ordinary Shares, the number of Ordinary Shares issuable and the number of outstanding Rights to prevent dilution that may occur from a share dividend, a share split, a reclassification of the Ordinary Shares. No adjustments to the exercise price of less than 1% will be made.

Amendments. The terms of the Rights Agreement may be amended by our Board without the consent of the holders of the Rights. After a person or group becomes an Acquiring Person, our Board may not amend the Rights Agreement in a way that adversely affects holders of the Rights.

**THIRD AMENDMENT TO
RIGHTS AGREEMENT**

THIS THIRD AMENDMENT TO RIGHTS AGREEMENT (this "Third Amendment"), dated as of December 21, 2023, by and between STRATASYS LTD., an Israeli company (the "Company"), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation, as rights agent (the "Rights Agent"), amends the Rights Agreement, dated as of July 25, 2022, between the Company and the Rights Agent (the "Agreement"), as previously amended by the First Amendment to Rights Agreement, dated as of May 25, 2023 (the "First Amendment"), and the Second Amendment to Rights Agreement, dated as of September 28, 2023 (the "Second Amendment"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement, as amended.

RECITALS

WHEREAS, the Company and the Rights Agent have executed and entered into the Agreement, as amended by the First Amendment and the Second Amendment;

WHEREAS, Section 28 of the Agreement provides, among other things, that the Company may from time to time, and the Rights Agent shall, if directed by the Company, supplement or amend this Agreement without the approval of any holders of Right Certificates to make any other provisions with respect to the Rights which the Company may deem necessary or desirable (provided, among other things, that, from and after such time as any Person becomes an Acquiring Person, certain conditions must be met);

WHEREAS, to the knowledge of the Company, no Person has become an Acquiring Person;

WHEREAS, the Board of Directors of the Company deems it advisable and in the best interests of the Company and its shareholders to amend the Agreement by advancing the Final Expiration Date to the Close of Business on December 21, 2023; and

WHEREAS, the Company has provided an Officer's Certificate in compliance with the terms of Section 28 of the Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, and intending to be legally bound, the parties hereto amend the Agreement as follows:

AGREEMENT

1. Amendment of Section 7(a). Paragraph (a) of Section 7 of the Agreement is amended in its entirety to read as follows:

"(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein), in whole or in part, at any time after the Issuance Date, upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof properly completed and duly executed, to the Rights Agent at the principal office of the Rights Agent, together with payment of the Purchase Price for each Ordinary Share as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on December 21, 2023 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the "Redemption Date"), or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof."

2. Amendment of Exhibits. The exhibits of the Agreement shall be deemed amended in a manner consistent with this Amendment.

3. Effect of this Amendment. It is the intent of the parties that this Third Amendment constitutes an amendment of the Agreement as contemplated by Section 28 thereof. This Third Amendment shall be deemed effective as of the date hereof as if executed by both parties hereto on such date. Except as expressly provided in this Third Amendment, the terms of the Agreement, as amended by the First Amendment and the Second Amendment (to the extent not superseded by the terms of this Third Amendment), remain in full force and effect.

4. Severability. If any term, provision, covenant or restriction of this Third Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Second Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Governing Law. This Third Amendment shall be deemed to be a contract made under the laws of the State of Israel and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state, other than with respect to the duties and rights of the Rights Agent under Sections 18-21 hereunder which shall be governed by and construed in accordance with the laws of the State of New York.

6. Descriptive Headings. The captions herein are included for convenience of reference only, do not constitute a part of this Third Amendment and shall be ignored in the construction and interpretation hereof.

7. Further Assurances. Each of the parties to this Third Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Third Amendment, the Agreement and any transactions contemplated hereunder and thereunder.

8. Counterparts. This Third Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Third Amendment to Rights Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Third Amendment to be duly executed as of the date first above written.

STRATASYS LTD.

By: /s/ Yoav Zeif
Name: Yoav Zeif
Title: Chief Executive Officer

By: /s/ Eitan Zamir
Name: Eitan Zamir
Title: Chief Financial Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Margaret B. Lloyd
Name: Margaret B. Lloyd
Title: Vice President

[Signature Page to Third Amendment to Rights Agreement]

EXHIBIT A

OFFICER'S CERTIFICATE

December 21, 2023

Pursuant to Section 28 of the Rights Agreement, dated as of July 25, 2022 (as amended through the date hereof, the Rights Agreement"), by and between Stratasys Ltd., an Israeli company (the "Company"), and Continental Stock Transfer & Trust Company, a New York corporation, as rights agent (the "Rights Agent"), the undersigned officer of the Company does hereby certify that the Third Amendment to Rights Agreement, to be entered into as of the date hereof by and between the Company and the Rights Agent, is in compliance with the terms of Section 28 of the Rights Agreement.

IN WITNESS WHEREOF, the undersigned hereby executes this Officer's Certificate as of the date first above written.

By: /s/ Yoav Zeif
Name: Yoav Zeif
Title: Chief Executive Officer

[Signature Page to Officer Certificate]

Stratasys Adopts Limited Duration Shareholder Rights Plan with Enhanced Shareholder Protections

MINNEAPOLIS & REHOVOT, Israel—(BUSINESS WIRE)— Stratasys Ltd. (Nasdaq: SSYS) (“Stratasys” or the “Company”), a leader in polymer 3D printing solutions, today announced that its Board of Directors has unanimously adopted a limited duration shareholder rights plan (the “Rights Plan”). The Rights Plan, which replaces the Company’s shareholder rights plan that was set to expire on December 31, 2023, contains enhanced shareholder protections that are intended to limit the scope of the Rights Plan. The Rights Plan is designed to give all shareholders (other than an offeror) a way to voice their position directly to the Board on certain types of offers and whether the plan should apply to those offers, and in other circumstances to exempt an offer from the plan altogether.

The adoption of the Rights Plan is intended to protect the long-term interests of Stratasys and all Stratasys shareholders and enable them to realize the full potential value of their investment in the Company. The Rights Plan is designed to reduce the likelihood that any entity, person or group would gain control of, or significant influence over, Stratasys through the open-market or other accumulation of the Company’s shares without appropriately compensating all Stratasys shareholders for control.

The Rights Plan is not intended to prevent or interfere with any attempt to purchase the entire company. It is also not intended to prevent or interfere with any action with respect to Stratasys that the Board determines to be in the best interests of the Company and its shareholders. Instead, it will position the Board to fulfill its fiduciary duties on behalf of all shareholders by ensuring that the Board has sufficient time to make informed judgments about any attempts to control or significantly influence Stratasys. The Rights Plan will encourage anyone seeking to gain a significant interest in Stratasys to negotiate directly with the Board prior to attempting to control or significantly influence the Company. If the Company’s shareholders are presented with a qualified tender or exchange offer, the Board will convene a meeting for an advisory vote of the Company’s shareholders (other than the offeror). The outcome of the shareholder vote will be the primary and salient factor in the Board’s determination of whether to grant an exemption from the Rights Plan for that offer.

The Rights Plan contains elements similar to those adopted by other publicly traded companies. Pursuant to the Rights Plan, Stratasys will issue one right for each ordinary share outstanding as of the close of business on January 2, 2024. While the Rights Plan is effective immediately, the rights generally would become exercisable only if an entity, person or group acquires beneficial ownership of 15% or more of Stratasys’ outstanding ordinary shares in a transaction not approved by the Company’s Board.

In that situation, each holder of a right (other than the acquiring entity, person or group) will have the right to purchase one ordinary share at a purchase price of \$0.01 per share. In addition, at any time after an entity, person or group acquires 15% or more of the Company’s ordinary shares, the Company’s Board of Directors may exchange one ordinary share of the Company for each outstanding right (other than rights owned by such entity, person or group, which would have become void).

The Rights Plan has a 364-day term, expiring on December 19, 2024.

The previous shareholder rights plan of the Company that was due to expire on December 31, 2023 has been terminated by the Company.

Meitar Law Offices and Wachtell, Lipton, Rosen & Katz are serving as legal counsel to Stratasys.

About Stratasys

Stratasys is leading the global shift to additive manufacturing with innovative 3D printing solutions for industries such as aerospace, automotive, consumer products and healthcare. Through smart and connected 3D printers, polymer materials, a software ecosystem, and parts on demand, Stratasys solutions deliver competitive advantages at every stage in the product value chain. The world's leading organizations turn to Stratasys to transform product design, bring agility to manufacturing and supply chains, and improve patient care.

To learn more about Stratasys visit www.stratasys.com, the Stratasys blog, X/Twitter, LinkedIn, or Facebook. Stratasys reserves the right to utilize any of the foregoing social media platforms, including the company's websites, to share material, non-public information pursuant to the SEC's Regulation FD. To the extent necessary and mandated by applicable law, Stratasys will also include such information in its public disclosure filings.

Stratasys is a registered trademark and the Stratasys signet is a trademark of Stratasys Ltd. and/or its subsidiaries or affiliates. All other trademarks are the property of their respective owners.

Cautionary Statements Regarding Forward-Looking Statements

This news release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are often characterized by the use of forward-looking terminology such as "may," "will," "expect," "anticipate," "estimate," "continue," "believe," "should," "intend," "project" or other similar words, but are not the only way these statements are identified. These forward-looking statements may include, but are not limited to, statements relating to our objectives, plans and strategies, statements that contain projections of results of operations or of financial condition and all statements (other than statements of historical facts) that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future. Forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties. We have based these forward-looking statements on assumptions and assessments made by our management in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe to be appropriate. Important factors that could cause actual results, developments and business decisions to differ materially from those anticipated in these forward-looking statements include, among other things: the extent of our success at introducing new or improved products and solutions that gain market share; the extent of growth of the 3D printing market generally; changes in our overall strategy, including as related to any restructuring activities and our capital expenditures; the impact of shifts in prices or margins of the products that we sell or services we provide; the impact of competition and new technologies; the outcome of our Board's comprehensive process to explore strategic alternatives for our Company; impairments of goodwill or other intangible assets in respect of companies that we acquire; the extent of our success at efficiently and successfully integrating the operations of various companies that we have acquired or may acquire; the degree of our success at locating and acquiring additional value-enhancing, inorganic technology that furthers our business plan to lead in the realm of polymers; the global macro-economic environment, including headwinds caused by inflation, high interest rates, unfavorable currency exchange rates and potential recessionary conditions; global market, political and economic conditions, and in the countries in which we operate in particular; the degree to which our Company's operations remain resistant to potential adverse effects of Israel's war against the terrorist organization Hamas; government regulations and approvals; litigation and regulatory proceedings; infringement of our intellectual property rights by others (including for replication and sale of consumables for use in our systems), or infringement of others' intellectual property rights by us; potential cyber-attacks against, or other breaches to, our information technologies systems; the extent of our success at maintaining our liquidity and financing our operations and capital needs; impact of tax regulations on our results of operations and financial condition; and any additional factors referred to in Item 3.D "Key Information - Risk Factors", Item 4 "Information on the Company", and Item 5 "Operating and Financial Review and Prospects" in the Company's Form 20-F for the fiscal year ended December 31, 2022.

Investor Relations

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