THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt about its contents or as to the action which you should take, you are recommended to seek your own independent financial advice from your stockbroker, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 (as amended).

If you have sold or transferred any or all of your shares in Plus500 Ltd. please pass this document together with the accompanying Form of Proxy or Form of Direction as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

This document should be read as a whole together with the accompanying Form of Proxy or Form of Direction. Whether or not shareholders propose to attend the Extraordinary General Meeting (the "EGM"), they are requested to complete and return the enclosed Form of Proxy or Form of Direction in accordance with the instructions printed on such form. The return of a Form of Proxy or Form of Direction will not preclude a member from attending and voting at the EGM in person should he/she subsequently decide to do so.

Plus500 Ltd.

Notice of Extraordinary General Meeting

Plus500

Letter from the Chairman of the Remuneration Committee

16 January 2020

Registered Office:
Matam, Building 25
Haifa 3190500
Israel

Dear Shareholders:

Extraordinary General Meeting of Shareholders

I am pleased to be writing to you with details of the Extraordinary General Meeting of Plus500 Ltd. ("Plus500" or the "Company"), which we are holding at MHP Communications, 6 Agar Street, London, WC2N 4HN, on 20 February 2020, at 4.30 p.m., where shareholders are being asked to approve 2020 remuneration arrangements for our Executive Directors.

The formal notice of the Extraordinary General Meeting is set out on pages 3 to 4 of this document.

The Remuneration Committee has continued its efforts to change the remuneration arrangements of the Executive Directors to better align executive compensation with UK governance standards followed by Main Market-listed companies and move further towards a structure in line with investor expectations and developments in best practice.

In order to adapt the remuneration structure to ensure that it meets the needs of Plus500, the Remuneration Committee consulted with KPMG's UK based remuneration practice ("KPMG"), and have together continued to evolve the set of remuneration principles from last year to provide an improved framework for a robust remuneration structure. KPMG have given and not withdrawn its written consent to the inclusion of the reference to its name in the form and context in which it is included in this circular.

Under this framework, the Remuneration Committee is proposing 2020 remuneration arrangements that align executive compensation nearer to UK governance standards, while also remaining sensitive to the business needs in retaining and motivating an exceptional management team who are resident in Israel, where the Company is registered.

The circumstances of the Company place the Remuneration Committee in the position of needing to strike a balance between the structured remuneration practices in the UK and the more varied set of arrangements available to Israel-based companies. This is fundamental as the Company needs to retain and incentivise a management team operating in the extremely competitive environment of the Israeli high-tech industry, characterised by numerous successful companies, including major US-listed competitors, operating in close proximity.

In developing the structure, the Remuneration Committee has focused on the following factors:

- This revised structure does not increase base salary or bonus opportunity but does increase the share based elements of remuneration, namely the share appreciation rights and LTIP. In doing so it seeks to increase share ownership, move share appreciation rights vesting to three years from two years and retain and motivate the Israeli based management team;
- adopting a conventional capped annual bonus, set by reference to a multiple of the annual salary. The salary has not been increased and remains lower than comparably sized UK companies and FTSE 250 companies; a third of the achieved annual bonus will be deferred and paid over three years with 50 per cent. of the deferred portion share settled;

- removing the discretionary annual bonus component;
- extending the term of the share appreciation rights from two years to three years;
- a strong desire to retain certain elements of the package (medium term cash incentive) which is a significant contributor to current and future corporate success;
- the ability for the executive management to increase their ownership of equity in the business; and
- continuing to include a long-term equity-based component (LTIP) in the remuneration structure together with the inclusion this year of performance based metrics which, coupled with a partially share settled bonus and with the Executive Directors committing to reach a shareholding guideline of 200 per cent. of base salary, will further align the interests of management to that of all shareholders.

The LTIP structure features financial and non-financial performance metrics which support the Company's business strategy and contain key terms which are more in line with corporate governance best practice and support the creation of long-term sustainable value.

These changes are part of an ongoing process of the Remuneration Committee to move from fully Israeli compensation arrangements to a UK compliant structure over the course of a few years and this process will continue with further improvements next year.

The proposed 2020 remuneration arrangements for the Company's Executive Directors, as recommended by the Remuneration Committee and the Board of Directors, are set out in the attached Notice of Extraordinary General Meeting and the Explanatory Notes that follow.

RECOMMENDATION

The Directors of the Company consider that all the proposals to be considered at the Extraordinary General Meeting are in the best interests of the Company and its shareholders as a whole and are most likely to promote the success of the Company. The Directors recommend that you vote in favour of all the proposed resolutions.

Yours sincerely,

Daniel King
Chairman of the Remuneration Committee

Notice of Extraordinary General Meeting

Notice is hereby given that an Extraordinary General Meeting of Plus500 Ltd. (the "Company" or "Plus500") will be held at MHP Communications, 6 Agar Street, London, WC2N 4HN, on 20 February 2020, at 4.30 p.m. for the following purposes:

As special business to consider, and, if thought fit, pass Resolutions 1 to 2 inclusive below:

1. As required by Israeli law and in accordance with the recommendation of the Remuneration Committee and the Board of Directors, to approve the following remuneration terms for Mr Asaf Elimelech, the Chief Executive Officer and an Executive Director of the Company:

   (a) To approve the service contract fee payable to Mr Elimelech for his services as Chief Executive Officer and Executive Director of NIS 1,700,000 (approx. USD 485,000), unchanged from 2019.

   (b) The payment to Mr Elimelech of an annual bonus for the year ending 31 December 2020, with an aggregate value of up to 400 per cent. of the service fee (NIS 6,800,000 (approx. USD 1,940,000)), as set forth in the explanatory notes.

   (c) The grant to Mr Elimelech of an LTIP award with an aggregate value of up to 150 per cent. of the service fee (NIS 2,550,000 (approx. USD 729,000)), as set forth in the explanatory notes.

   (d) The grant to Mr Elimelech of a share appreciation right in the amount of NIS 2,750,000 (approx. USD 786,000) vesting after three years from the date of grant, with a maximum payout amount of NIS 11,000,000 (approx. USD 3,144,000). Subject to the approval of this Resolution by the Company's shareholders at the Extraordinary General Meeting, the effective grant date of the share appreciation right shall be 31 December 2019.

2. As required by Israeli law and in accordance with the recommendation of the Remuneration Committee and the Board of Directors, to approve the following remuneration terms for Mr Elad Even-Chen, the Chief Financial Officer and an Executive Director of the Company:

   (a) To approve the service contract fee payable to Mr Even-Chen for his services as Chief Financial Officer and Executive Director of NIS 1,700,000 (approx. USD 485,000), unchanged from 2019.

   (b) The payment to Mr Even-Chen of an annual bonus for the year ending 31 December 2020, with an aggregate value of up to 400 per cent. of the service fee (NIS 6,800,000 (approx. USD 1,940,000)), as set forth in the explanatory notes.

   (c) The grant to Mr Even-Chen of an LTIP award with an aggregate value of up to 150 per cent. of the service fee (NIS 2,550,000 (approx. USD 729,000)), as set forth in the explanatory notes.

   (d) The grant to Mr Even-Chen of a share appreciation right in the amount of NIS 2,750,000 (approx. USD 786,000) vesting after three years from the date of grant, with a maximum payout amount of NIS 11,000,000 (approx. USD 3,144,000). Subject to the approval of this Resolution by the Company's shareholders at the Extraordinary General Meeting, the effective grant date of the share appreciation right shall be 31 December 2019.

By order of the Board of Directors

Penelope Judd
Chairman of the Board

Dana Comber
Company Secretary

16 January 2020

Registered Office:
Matam, Building 25
Haifa 3190500
Israel
Registered in Israel number 514142140

Explanatory Notes:

Resolutions 1 and 2. In accordance with the recommendation of the Remuneration Committee and the Board of Directors of the Company (the "Board"), Resolutions 1 and 2 propose to adopt 2020 remuneration terms for Mr Asaf Elimelech, the Company's Chief Executive Officer and an Executive Director, and Mr Elad Even-Chen, the Company's Chief Financial Officer and an Executive Director.

1. The Remuneration Committee and the Board have reviewed the remuneration terms of Mr Elimelech and Mr Even-Chen, in consultation with a dedicated external remuneration firm, and approved and recommended the proposed 2020 remuneration terms for both Mr Elimelech and Mr Even-Chen to reflect their substantial contribution to the Company's significant growth in their executive roles. In making its recommendation, the Remuneration Committee considered several factors, including comparable industry data, remuneration data of executive directors of other FTSE 250 companies, data of peer companies in our industry, the responsibilities and duties performed by each of Mr Elimelech and Mr Even-Chen and their substantial contribution to the Company's significant growth in their executive roles, the estimation of Mr Elimelech and Mr Even-Chen's expected contributions to the future growth and profitability of the Company, as well as certain other factors prescribed by the Israel Companies Law, 5759-1999 (the "Companies Law"), and the Company's Remuneration Policy for Directors and Executives.
2. In accordance with the Companies Law, the remuneration of a Director (such as Mr Elimelech and Mr Even-Chen) requires the approval of the Remuneration Committee, the Board and the Company's shareholders. The Remuneration Committee and the Board have approved, and recommended that the Company's shareholders approve, the remuneration terms for Mr Elimelech and Mr Even-Chen as set forth in Resolutions 1 and 2.
3. Similar to the 2019 remuneration terms, as agreed at the Extraordinary General Meeting of 21 January 2019, the proposed 2020 remuneration terms are comprised of service contract fees, an annual cash bonus with deferral, the grant of an LTIP award and the grant of a share appreciation right.

Service Contract Fees

4. The service contract fees of Mr Elimelech and Mr Even-Chen are proposed to remain the same as in 2019 and be set at NIS 1,700,000 (approx. USD 485,000) (plus VAT) per annum.
5. The service contract fees of Mr Elimelech and Mr Even-Chen are below the lower quartile for comparably sized UK companies and FTSE 250 companies and are maintained at these low levels in line with the Company's philosophy of "low fixed/high variable pay potential" which ensures that total remuneration levels are fully aligned with performance and shareholder interest.

2020 Annual Bonus

6. Each of Mr Elimelech and Mr Even-Chen shall be entitled to an annual bonus for the year ending 31 December 2020 as determined by the Remuneration Committee, with an aggregate value of up to 400 per cent. of the service contract fee (NIS 6,800,000 (approx. USD 1,940,000)(plus VAT)), subject to achievement of the following KPIs. The Remuneration Committee recognises that the bonus opportunity as a percentage of the service fee may appear significant, however, given the relatively low fixed pay, the overall bonus quantum is in line with the Company's closest competitors:
   (a) *Financial KPIs:* Up to 60 per cent. (NIS 4,080,000) payable subject to achievement of an EPS growth rate set by the Remuneration Committee and calculated on a linear basis (which will be retrospectively disclosed within the 2020 annual audited accounts).
   (b) *Non-Financial KPIs:* Up to 40 per cent. (NIS 2,720,000) payable subject to achievement of three non-financial KPIs: strategic (1/3), operational (1/3) and risk (1/3), as set by the Remuneration Committee (which will be retrospectively disclosed within the 2020 annual audited accounts).
7. Two-thirds of the actual entitlement to the 2020 annual bonus shall be paid in cash following the approval and release of the preliminary 2020 consolidated financial results.
8. One-third of the actual entitlement to the 2020 annual bonus shall be deferred and paid in three equal instalments on 31 December 2021, 31 December 2022 and 31 December 2023 (each, a "Deferred Payment Date"), with 50 per cent. of the deferred amount paid on each Deferred Payment Date in cash and 50 per cent. paid by way of allotment of Ordinary Shares of the Company. The number of Ordinary Shares allotted on any Deferred Payment Date shall be calculated based on the Ordinary Share price at the beginning of the bonus year (i.e., 1 January 2020), as adjusted for dividends (with any amounts adjusted for dividends payable in cash).
9. Each deferred amount shall bear interest at the rate applied by the Israeli Tax Authority from 1 January 2020 through the applicable Deferred Payment Date. The interest shall accumulate and be paid, together with the applicable deferred amount, on the applicable Deferred Payment Date.
10. In line with the Company's historical practices and in order to remain competitive in the Israeli hi-tech market as its primary measure for staff retention, the payment of the deferred amounts shall be accelerated in the event of a change of control of the Company in accordance with the terms of the Executive Directors' service contracts.

LTIP

11. On the third anniversary of the date of the Extraordinary General Meeting (or, if such date falls within a closed period, the first trading day thereafter that does not fall within a closed period) (the "Vesting Date"), and subject to Mr Elimelech's or Mr Even-Chen's, as applicable, continued engagement by the Company through the Vesting Date, the Company shall allot to each of Mr Elimelech and Mr Even-Chen, as applicable, Ordinary Shares with an aggregate value of up to 150 per cent. the service contract fee – NIS 2,550,000 (approx. USD 729,000)(plus VAT), subject to achieving the following KPIs (each of which will be retrospectively disclosed within the 2020 annual audited accounts):
    (a) *TSR KPI:* Up to 40 per cent. (NIS 1,020,000) subject to achieving the three year FTSE 250 TSR target set by the Remuneration Committee and calculated on a linear basis, with 30 per cent. payable upon achievement of median TSR for FTSE 250 and 100 per cent. payable upon achievement of upper quartile TSR for FTSE 250.
    (b) *EPS KPI:* Up to 40 per cent. (NIS 1,020,000) subject to achieving the three year compounded annual EPS growth rate set by the Remuneration Committee and calculated on a linear basis, with 30 per cent. payable upon achievement of 5 per cent. compounded annual EPS growth rate and 100 per cent. payable upon achievement of 12 per cent. compounded annual EPS growth rate.

(c) HR KPI: Up to 20 per cent. (NIS 510,000) subject to achieving HR criteria related to churn and growth of R&D team, as set by the Remuneration Committee.

12. Some of the KPIs remain commercially sensitive at this time and/or contain or are based upon data that is not otherwise included in the Company's market guidance (such as the Group's expected profitability), and therefore will be retrospectively disclosed within the annual audited accounts in the applicable years.

13. The number of Ordinary Shares allotted on the Vesting Date shall be calculated based on the Ordinary Share price on 1 January 2020, as adjusted for dividends (with any amounts adjusted for dividends payable in cash).

14. The Ordinary Shares allotted on the Vesting Date shall be subject to a two year lock-up beginning on the Vesting Date and ending on the fifth anniversary of the date of the Extraordinary General Meeting (or, if such date falls within a closed period, the first trading day thereafter that does not fall within a closed period). On the Vesting Date, an amount equal to the applicable tax liability for the locked up allotted Ordinary Shares shall not be paid by way of allotment of Ordinary Shares and instead shall be paid in cash to fund the tax liability associated with the locked-up Ordinary Shares.

15. In line with the Company's historical practices and in order to remain competitive in the Israeli hi-tech market as its primary measure for staff retention, the Vesting Date and the lock-up period of the allotted Ordinary Shares shall be accelerated in the event of a change of control of the Company, in accordance with the terms of the Executive Directors' service contracts.

Share Appreciation Rights

16. Each of Mr Elimelech and Mr Even-Chen shall be granted a share appreciation right in the amount of NIS 2,750,000 (approx. USD 786,000) (the "Base Amount"). The remuneration committee has increased the size of the share appreciation right by USD 77,000 to reflect the extended range of financial instruments offered and the increasingly challenging regulatory and market conditions in which the business is operating in addition to the extension of the vesting period from two to three years in line with UK corporate governance best practice.

17. Subject to the approval of the Resolutions by the Company's shareholders at the Extraordinary General Meeting, the effective grant date of the share appreciation rights shall be 31 December 2019 (the "Grant Date").

18. The share appreciation rights have been used by the Company very successfully since its initial flotation on AIM in 2013 in order to remain competitive in the Israeli hi-tech market as its primary measure for staff retention. Listed hi-tech companies in Israel use share appreciation rights as one of their primary retention mechanisms. Removing this element would put the Company at a substantial competitive disadvantage relative to other high-tech companies and make it substantially unable to retain talent. Further, if share appreciation rights were to be removed, the only available alternative to retain talent would be to increase fixed pay (i.e. effectively bringing it more in line with UK market median levels), which would not be in line with shareholder interest. It is further noted that share appreciation rights are used to incentivise management more generally (not only CEO and CFO), therefore providing some uniformity of treatment across the management team, promoting a culture of collaboration among all executives as everybody shares the same incentives.

19. The vesting date of the share appreciation rights shall be 31 December 2022 (three years after the Grant Date) (the "Vesting Date").

20. In order to be entitled to the payout of the share appreciation right, Mr Elimelech or Mr Even-Chen, as applicable, is required to remain engaged by the Company from the Grant Date through the Vesting Date. As is the common practice in the Israeli market, the share appreciation rights do not contain performance criteria other than long term continued employment commitment and the inherent performance criteria tied to the long term performance of the Company's Ordinary Share price.

21. Subject to remaining engaged by the Company on the Vesting Date, each of Mr Elimelech or Mr Even-Chen, as applicable, shall be entitled on the Vesting Date to a cash payment equal to the product of (i) the Base Amount and (ii) the quotient obtained by dividing (x) the average closing price of the Company's Ordinary Shares on the London Stock Exchange (or other market on which the Ordinary Shares trade or are quoted at such time) during the 60 trading days immediately preceding the Vesting Date (the numerator) by (y) the average closing price of the Company's Ordinary Shares on the London Stock Exchange during the 60 trading days immediately preceding the Grant Date (the denominator).

22. The calculation above shall be adjusted upward for cash dividends that holders of Ordinary Shares between the Grant Date and the Vesting Date are entitled to receive.

23. Regardless of the actual appreciation in the price of the Ordinary Share between the Grant Date and the Vesting Date, in no event shall the payout amount pursuant to the share appreciation right to each of Mr Elimelech or Mr Even-Chen, as applicable, exceed NIS 11,000,000 (approx. USD 3,144,000).

24. In line with the Company's historical practices and in order to remain competitive in the Israeli hi-tech market as its primary measure for staff retention, the share appreciation rights provide that in the event of a change of control of the Company, the rights shall fully vest in and be paid out immediately prior to the date of the change of control, in accordance with the terms of the Executive Directors' service contracts.

Clawback and Malus Provisions

25. The Executive Directors 2020 remuneration packages are subject to clawback and malus provisions authorising the Remuneration Committee to reduce any payout due (including, for the avoidance of doubt, to nil) in the event (i) of discovery of a material misstatement in the audited consolidated accounts of the Company (which include the Company's subsidiaries) resulting in a restatement of such accounts; and/or (ii) it is determined that the assessment of the payout was based on error, or inaccurate or misleading information; and/or; (iii) action or conduct of a participant which, in the reasonable opinion of the Committee, amounts to fraud or material dishonesty or leads to employment termination for serious misconduct; and/or (iv) the Company or a subsidiary of the Company suffers a material failure of risk management, provided that the participant's fraud or material dishonesty or gross negligence significantly contributed to such material failure of risk management. In any such event, the Remuneration Committee may also (i) require the participant to pay to the Company an amount equal to some or all of the payout; and/or (ii) reduce the amount of any future bonus payable to the participant; and/or (iii) reduce or cancel any awards under any other Company equity or cash incentive plan, that have not yet been satisfied.

Other Matters

26. In the event of termination of employment due to death or disability (as defined in the service contracts) of an Executive Director, the payment and vesting dates and the lock-up periods of any outstanding awards held by such Executive Director (or, as applicable, his estate) at such time shall be accelerated, in accordance with the terms of the Executive Directors' service contracts.

27. The Company and the Executive Director may terminate employment with the Company, with advance notice of 12 months, during which period all employment terms continue to apply, including the vesting of any outstanding awards (regardless if the Company elects to shorten such notice period by payout in lump sum), unless the Executive Director is terminated for cause, in accordance with the terms of the Executive Directors' service contracts.

28. The Remuneration Committee and the Board believe that it is in the best interest of the Company to allocate a significant portion of the annual remuneration of the Executive Directors as annual and long-term variable compensation.

29. Shareholders are being asked to approve the 2020 remuneration terms for Mr Elimelech and Mr Even-Chen as set forth in Resolutions 1 and 2. The proposed 2020 remuneration terms of the two Executive Directors are identical.

30. The NIS amounts have been translated to USD with the exchange of NIS/USD 0.2857.

Notes:

1. Holders of depositary interests in respect of ordinary shares ("DI holder") may only appoint Link Market Services Trustees Limited (the "Depository") as their proxy. DI holders wishing to attend, speak and vote at the meeting should contact the Depository to request a Letter of Representation and this instruction is covered off in the notes on the Form of Direction.

2. If you do not have a Form of Proxy and believe that you should have one, or if you require additional forms, please contact Link Market Services Limited. All forms must be signed and should be returned together in the same envelope. +44 (0) 371 664 0300 Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Telephone hours are between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales.

3. To be valid, any Form of Proxy or other instrument appointing a proxy and any power of attorney or other authority under which it is signed, or a notarially certified or office copy of such power or authority, must be received by post or (during normal business hours only) by hand at Link Market Services Limited, Proxies, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU by no later than 4.30 p.m. on 17 February 2020.

4. In the case of DI holders, a Form of Direction must be completed in order to appoint the Depository whose registered office is at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU to vote on the holder's behalf at the meeting. To be effective, a completed and signed Form of Direction must be deposited at Link Market Services Limited no later than 4.30 p.m. on 14 February 2020.

5. The return of a completed Form of Proxy, Form of Direction, or other such instrument or any CREST Proxy Instruction (as described in paragraph 12 below) will not prevent a shareholder or DI holder attending the Extraordinary General Meeting and voting in person if he/she wishes to do so.

6. Pursuant to Israel's Companies Law, 5759-1999 (the "Companies Law"), to be entitled to attend and vote at the Extraordinary General Meeting (and for the purpose of the determination by the Company of the votes they may cast), shareholders must be registered in the register of the Company at close of business on 23 January 2020. Changes to the Company's register after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the Extraordinary General Meeting.

7. The quorum for the Extraordinary General Meeting shall be two or more shareholders present in person or by proxy and holding shares conferring in the aggregate 25 per cent of the voting power of the Company. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such day and at such time and place as the Chairman may determine.

8. Any shareholder attending the Extraordinary General Meeting is entitled pursuant to the Companies Law to ask any question relating to the business being dealt with at the meeting. The Company will answer any such questions unless (i) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information; or (ii) the answer has already been given on a website in the form of any answer to a question; or (iii) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

9. As at 15 January 2020 (being the last business day prior to the publication of this Notice) the Company's issued share capital consisted of 114,888,377 ordinary shares of which 6,113,433 were held as treasury shares. Therefore, the total voting rights in the Company as at 15 January 2020 were 108,774,944.

10. The Board recommends that shareholders vote in favour of all items in the Notice.

11. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.

12. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with CRESTCo's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to an instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent ID (RA10) by 4.30 p.m. on 14 February 2020. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

13. CREST members and, where applicable, their CREST sponsors or voting service providers should note that CRESTCo does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

14. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

15. Under the Companies Law, the proposal to amend the remuneration terms of Mr Elimelech, the Company's Chief Executive Officer and a Director, as set forth in Resolution 1 of the Notice, requires the affirmative vote of the holders of a majority of the voting power represented and voting on the proposal in person or by proxy. In addition, the shareholders' approval must either include at least a majority of the ordinary shares voted by DI holders who are not controlling shareholders of the Company nor are they shareholders who have a personal interest in the remuneration of Mr Elimelech, or the total ordinary shares of non-controlling shareholders and non-interested shareholders voted against this proposal must not represent more than two per cent of the outstanding ordinary shares. For this purpose, you are asked to indicate in the Form of Proxy card whether you are a controlling shareholder or have a personal interest in this proposal.

16. The following documents, which are available for inspection during normal business hours at the registered office of the Company and at the offices of Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London United Kingdom EC4R 9HA, on any weekday (Saturdays, Sundays and public holidays excluded), will also be available for inspection at the place of the Extraordinary General Meeting from 3.30 p.m. on the day of the Extraordinary General Meeting until the conclusion of the Extraordinary General Meeting:

    (i) copies of the proposed amended service contracts of the Executive Directors, Mr Elimelech and Mr Even-Chen, as set forth in Resolutions 1 and 2; and

    (ii) copies of the proposed share appreciation right agreements to be granted to Mr Elimelech and Mr Even-Chen, as set forth in Resolutions 1 and 2.

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