

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Lifeward Ltd.

(Exact name of registrant as specified in its charter)

State of Israel
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification No.)

200 Donald Lynch Blvd.
Marlborough, MA
(Address of principal executive offices)

01752
(Zip Code)

Lifeward Ltd. 2025 Incentive Compensation Plan
(Full Title of the Plan)

William Mark Grant
President and Chief Executive Officer
200 Donald Lynch Blvd.
Marlborough, MA 01752
(508) 251-1544

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies to:

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

Lifeward Ltd. (the “Registrant”) is filing this Registration Statement on Form S-8 (the “Registration Statement”) with the Securities and Exchange Commission (the “Commission”) for the purpose of registering an aggregate of 1,500,000 shares of its ordinary shares, par value NIS 1.75 per ordinary share (the “Ordinary Shares”), reserved for future grant under the Lifeward Ltd. 2025 Incentive Compensation Plan (the “2025 Plan”), which was adopted by the Board of Directors of the Registrant on June 15, 2025, subject to shareholder approval, which approval was obtained at the Registrant’s 2025 Annual Meeting of Shareholders on August 1, 2025 (the “Effective Date”).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in this Item 1 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the rules and regulations of the Commission and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

The documents containing the information specified in this Item 2 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Commission and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated herein by reference:

- (i) The Registrant’s Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2024, filed with the Commission on March 7, 2025;
- (ii) The Registrant’s Quarterly Reports on Form 10-Q for the quarters ended [March 31, 2025](#) and [June 30, 2025](#), filed with the Commission on May 15, 2025 and August 14, 2025;
- (iii) The Registrant’s Current Reports on Form 8-K (other than portions thereof furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits accompanying such reports that are related to such items) filed with the Commission on [January 8, 2025](#), [January 8, 2025](#), [January 13, 2025](#), [February 20, 2025](#), [March 7, 2025](#), [April 14, 2025](#), [April 15, 2025](#), [May 19, 2025](#), [June 3, 2025](#), [June 16, 2025](#), [June 26, 2025](#), [August 5, 2025](#), [August 8, 2025](#) and [August 13, 2025](#); and
- (iv) The description of the Registrant’s Ordinary Shares contained in Item 1 of the Registration Statement on [Form 8-A](#) (File No. 001-36612) filed with the Commission on September 2, 2014, as updated by any amendment or report filed for the purpose of updating that description.

In addition to the foregoing, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment indicating that all securities offered hereby have been sold or deregistering all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under the Israeli Companies Law, a company may not exculpate an office holder from liability for a breach of the duty of loyalty. An Israeli company may exculpate an office holder in advance from liability to the company, in whole or in part, for damages caused to the company as a result of a breach of duty of care but only if a provision authorizing such exculpation is included in its articles of association. The Registrant's Seventh Amended and Restated Articles of Association ("Articles of Association") include such a provision. An Israeli company also may not exculpate in advance a director from liability arising out of a prohibited dividend or distribution to shareholders.

Under the Israeli Companies Law, a company may indemnify an office holder in respect of the following liabilities and expenses incurred for acts performed by him or her as an office holder, either pursuant to an undertaking made in advance of an event or following an event, provided its articles of association include a provision authorizing such indemnification:

- financial liability imposed on him or her in favor of another person pursuant to a judgment, including a settlement or arbitrator's award approved by a court. However, if an undertaking to indemnify an office holder with respect to such liability is provided in advance, then such an undertaking must be limited to events which, in the opinion of the board of directors, can be foreseen based on the company's activities when the undertaking to indemnify is given, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances, and such undertaking shall detail the abovementioned foreseen events and amount or criteria;
- reasonable litigation expenses, including attorneys' fees, incurred by the office holder (1) as a result of an investigation or proceeding instituted against him or her by an authority authorized to conduct such investigation or proceeding, provided that (i) no indictment was filed against such office holder as a result of such investigation or proceeding; and (ii) no financial liability was imposed upon him or her as a substitute for the criminal proceeding as a result of such investigation or proceeding or, if such financial liability was imposed, it was imposed with respect to an offense that does not require proof of criminal intent; and (2) in connection with a monetary sanction; and
- reasonable litigation expenses, including attorneys' fees, incurred by the office holder or imposed by a court in proceedings instituted against him or her by the company, on its behalf, or by a third party, or in connection with criminal proceedings in which the office holder was acquitted, or as a result of a conviction for an offense that does not require proof of criminal intent.

Under the Israeli Companies Law, a company may insure an office holder against the following liabilities incurred for acts performed by him or her as an office holder if and to the extent provided in the company's articles of association:

- a breach of the duty of loyalty to the company, provided that the office holder acted in good faith and had a reasonable basis to believe that the act would not harm the company;
 - a breach of duty of care to the company or to a third party, to the extent such a breach arises out of the negligent conduct of the office holder; and
 - a financial liability imposed on the office holder in favor of a third party.
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Under the Israeli Companies Law, a company may not indemnify, exculpate or insure an office holder against any of the following:

- a breach of the duty of loyalty, except for indemnification and insurance for a breach of the duty of loyalty to the company to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company;
- a breach of duty of care committed intentionally or recklessly, excluding a breach arising out of the negligent conduct of the office holder;
- an act or omission committed with intent to derive illegal personal benefit; or
- a civil or criminal fine or forfeit levied against the office holder.

Under the Israeli Companies Law, exculpation, indemnification and insurance of office holders in a public company must be approved by the compensation committee and the board of directors and, with respect to certain office holders or under certain circumstances, also by the shareholders.

The Registrant has entered into indemnification agreements with office holders to exculpate, indemnify and insure the Registrant's office holders to the fullest extent permitted by the Registrant's Articles of Association, the Israeli Companies Law and the Israeli Securities Law, 5728-1968.

The Registrant has obtained directors' and officers' liability insurance for the benefit of the office holders and intends to continue to maintain such coverage and pay all premiums thereunder to the fullest extent permitted by the Israeli Companies Law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
3.1	Seventh Amended and Restated Articles of Association of the Company (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q filed with the Commission on August 14, 2025).
4.1*	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934.
5.1*	Opinion of Goldfarb Gross Seligman & Co., Israeli counsel to the Registrant, as to the validity of the ordinary shares (including consent).
23.1*	Consent of Kost, Forer, Gabbay and Kasierer, a member of Ernst & Young Global Limited.
23.2*	Consent of Goldfarb Gross Seligman & Co., Attorneys at Law (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page).
99.1#	Lifeward Ltd. 2025 Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Commission on August 5, 2025).
99.2*#	Form of Incentive Stock Option Award Agreement for non-Israeli employees, executives and non-employee directors under the 2025 Incentive Compensation Plan.
99.3*#	Form of Non-Qualified Stock Option Award Agreement for non-Israeli employees, executives and non-employee directors under the 2025 Incentive Compensation Plan.
99.4*#	Form of Option Award Agreement for Israeli employees, executives and non-employee directors under the 2025 Incentive Compensation Plan.
99.5*#	Form of Restricted Share Unit Award Agreement for non-Israeli employees, executives and non-employee directors under the 2025 Incentive Compensation Plan.
99.6*#	Form of Restricted Share Unit Award Agreement for Israeli employees, executives and non-employee directors under the 2025 Incentive Compensation Plan.
107*	Filing Fee Table.

* Filed herewith.

Denotes management contract or compensatory plan or arrangement.

Item 9. Undertakings.

The undersigned Registrant, hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) herein do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Marlborough, Commonwealth of Massachusetts on this 25th day of August, 2025.

LIFEWARD LTD.

By: /s/ Almog Adar
Name: Almog Adar
Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below hereby constitutes and appoints William Mark Grant and Almog Adar, and each of them individually, as his or her true and lawful attorneys-in-fact and agents, with full power to act separately and full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or his or her or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons on August 25, 2025 in the capacities indicated:

Signatures	Title
/s/ William Mark Grant William Mark Grant	Director and President and Chief Executive Officer (Principal Executive Officer)
/s/ Almog Adar Almog Adar	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
/s/ Joseph Turk Joseph Turk	Chairman, Board of Directors
/s/ Dr. John William Poduska Dr. John William Poduska	Director
/s/ Michael Swinford Michael Swinford	Director
/s/ Randel Richner Randel Richner	Director
/s/ Hadar Levy Hadar Levy	Director
/s/ Robert J. Marshall Robert J. Marshall	Director

**DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT
TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

The following is a description of the ordinary shares, par value NIS 1.75 per share, of Lifeward Ltd. (the "Company," "we" or "us") registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This description is a summary and is qualified in its entirety by reference to the Seventh Amended and Restated Articles of Association, a copy of which is filed as Exhibit 3.1 to the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 30, 2025 (the "2025 Second Quarter Quarterly Report"). We refer in this exhibit to our Seventh Amended and Restated Articles of Association as our "Articles of Association."

General

Our authorized share capital currently consists solely of 75,000,000 ordinary shares, par value NIS 1.75 per share. 15,658,730 ordinary shares were issued and outstanding as of June 30, 2025.

All of our issued and outstanding ordinary shares are validly issued, fully paid and non-assessable. Our ordinary shares are not redeemable and do not have any preemptive rights.

For information about deduction of the withholding tax or other duties from dividend payments, see "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities" and "Item 1A. Risk Factors. Risks Related to Our Incorporation and Location in Israel" in the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2024.

Ordinary Shares***Quorum requirements***

The quorum required for our general meetings of shareholders consists of at least two holders of our ordinary shares present in person or by proxy and holding among them at least 33 1/3% of the total outstanding voting rights.

Vote Requirements

Pursuant to our Articles of Association, holders of our ordinary shares have one vote for each ordinary share held on all matters submitted to a vote before the shareholders at a general meeting. Shareholders may vote at a general meeting either in person, by proxy or by written ballot.

Our Articles of Association provide that all resolutions of our shareholders require a simple majority vote, unless otherwise required by the Israel Companies Law, 5799-1999 (the "Israel Companies Law") or by our Articles of Association. Under the Israel Companies Law, each of (i) the approval of an extraordinary transaction with a controlling shareholder and (ii) the terms of employment or other engagement of the controlling shareholder of the company or such controlling shareholder's relative (even if not extraordinary) requires special approval. For more information, see our Registration Statement on Form 8-A as filed with the SEC on September 2, 2014 under the heading "Item 1. Description of Registrant's Securities to be Registered." Under our Articles of Association, the alteration of the rights, privileges, preferences or obligations of any class of our shares requires a simple majority vote of all classes of shares voting together as a single class at a shareholder meeting. Our Articles of Association also require that the removal of any director from office (other than our external directors) or the amendment of the provisions of our amended articles relating to our staggered board requires the vote of 65% of the total voting power of our shareholders. In addition, the voluntary winding up, or approval of a scheme of arrangement or reorganization, of the Company pursuant to Section 350 of the Israel Companies Law, requires the approval of holders of 75% of the voting rights represented at the meeting, in person, by proxy or by voting deed and voting on the resolution.

Preferred Stock

The Company may, from time to time, by shareholders resolution, provide for shares with such preferred or deferred rights or rights of redemption or other special rights and/or such restrictions, whether in regard to dividends, voting, repayment of share capital or otherwise, as may be stipulated in such resolution (subject to the provisions of the Israel Companies Law). The rights of the holders of ordinary shares will be subject to, and may be adversely affected by, the rights of holders of any preferred stock that may be issued in the future. As of the date of the filing of the 2025 Second Quarter Quarterly Report, we had no shares of preferred stock outstanding.

Transfer of Shares; Share Ownership Restrictions

Our fully paid ordinary shares are issued in registered form and may be freely transferred under our Articles of Association, unless the transfer is restricted or prohibited by another instrument, applicable law or the rules of a stock exchange on which the shares are listed for trade. The ownership or voting of our ordinary shares by non-residents of Israel is not restricted in any way by our Articles of Association or the laws of the State of Israel, except for ownership by nationals of some countries that are, or have been, in a state of war with Israel.

Election of Directors

Our ordinary shares do not have cumulative voting rights for the election of directors. As a result, the holders of a majority of the voting power represented at a shareholders meeting have the power to elect all of our directors, subject to the special approval requirements for external directors.

Under our Articles of Association, our board of directors must consist of not less than five but no more than thirteen directors, including two external directors as and if required by the Israel Companies Law. Pursuant to our Articles of Association, other than the external directors, for whom special election requirements apply under the Israel Companies Law, the vote required to appoint a director is a simple majority vote of holders of our voting shares, participating and voting at the relevant meeting. In addition, our directors, other than the external directors, are divided into three classes that are each elected at a general meeting of our shareholders every three years, in a staggered fashion (such that one class is elected each year), and serve on our board of directors unless they are removed by a vote of 65% of the total voting power of our shareholders at a general or special meeting of our shareholders or upon the occurrence of certain events, in accordance with the Israel Companies Law and our Articles of Association. In addition, our Articles of Association allow our board of directors to appoint new directors and appoint directors to fill vacancies on the board of directors to serve for a term of office equal to the remaining period of the term of office of the directors(s) whose office(s) have been vacated.

External directors are elected for an initial term of three years, may be elected for additional terms of three years each under certain circumstances and may be removed from office pursuant to the terms of the Israel Companies Law. Pursuant to regulations promulgated under the Israel Companies Law, as a company that does not have a controlling shareholder and that complies with the United States securities laws and the corporate governance rules of the Nasdaq Stock Market, we are permitted to “opt out” of the requirement to appoint external directors. In February 2018, we opted out of the requirement to have external directors.

Dividend and Liquidation Rights

Subject to the Israel Companies Law, we may declare a dividend to be paid to the holders of our ordinary shares in proportion to their respective shareholdings. Under the Israel Companies Law, dividend distributions are determined by the board of directors and do not require the approval of the shareholders of a company unless the company’s articles of association provide otherwise. Our Articles of Association do not require shareholder approval of a dividend distribution and provide that dividend distributions may be determined by our board of directors.

Pursuant to the Israel Companies Law, a company may make a distribution of dividends out of its profits on the condition that there is no reasonable concern that the distribution may prevent the company from meeting its existing and expected obligations when they fall due. The Israel Companies Law defines such profit as retained earnings or profits accrued in the last two years, whichever is greater, according to the last reviewed or audited financial statements of the company, provided that the date of the financial statements is not more than six months before the distribution.

In the event of our liquidation, after satisfaction of liabilities to creditors, our assets will be distributed to the holders of our ordinary shares in proportion to their shareholdings. This right, as well as the right to receive dividends, may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Exchange Controls

There are currently no Israeli currency control restrictions on payments of dividends or other distributions with respect to our ordinary shares or the proceeds from the sale of the shares, except for the obligation of Israeli residents to file reports with the Bank of Israel regarding certain transactions. However, legislation remains in effect pursuant to which currency controls can be imposed by administrative action at any time.

Shareholder Meetings

Under Israeli law, we are required to hold an annual general meeting of our shareholders once every calendar year and no later than 15 months after the date of the previous annual general meeting. All meetings other than the annual general meeting of shareholders are referred to in our Articles of Association as extraordinary general meetings. Our board of directors may call extraordinary general meetings whenever it sees fit, at such time and place, within or outside of Israel, as it may determine. In addition, the Israel Companies Law provides that our board of directors is required to convene an extraordinary general meeting upon the written request of (i) any two of our directors or one-quarter of the members of our board of directors or (ii) one or more shareholders holding, in the aggregate, either (a) ten percent or more of our outstanding issued shares and one percent of our outstanding voting power or (b) ten percent or more of our outstanding voting power.

Subject to the provisions of the Israel Companies Law and the regulations promulgated thereunder, shareholders entitled to participate and vote at general meetings are the shareholders of record on a date to be decided by the board of directors, which may be between four and 60 days prior to the date of the meeting. Furthermore, the Israel Companies Law requires that resolutions regarding the following matters be passed at a general meeting of our shareholders:

- amendments to our Articles of Association;
- appointment or termination of our auditors;
- appointment of external directors;
- approval of certain related party transactions;
- increases or reductions of our authorized share capital;
- a merger; and
- the exercise of our board of directors' powers by a general meeting, if our board of directors is unable to exercise its powers and the exercise of any of its powers is required for our proper management.

The Israel Companies Law and our Articles of Association require that notice of any annual general meeting or extraordinary general meeting be provided to shareholders at least 21 days prior to the meeting and if the agenda of the meeting includes the appointment or removal of directors, the approval of transactions with office holders or interested or related parties, or an approval of a merger, notice must be provided at least 35 days prior to the meeting.

Under the Israel Companies Law and under our Articles of Association, our shareholders are not permitted to take action via written consent in lieu of a meeting.

Access to Corporate Records

Under the Israel Companies Law, shareholders generally have the right to review: minutes of our general meetings; our shareholders register and principal shareholders register; our Articles of Association; our annual financial statements; and any document that we are required by law to file publicly with the Israel Companies Registrar or the Israel Securities Authority. In addition, shareholders may request to be provided with any document related to an action or transaction with a related party that requires shareholder approval under the related party transaction provisions of the Israel Companies Law. We may deny a request to review a document if we believe it has not been made in good faith, that the document contains a trade secret or patent or that the document's disclosure may otherwise impair our interests.

Acquisitions Under Israeli Law

Full Tender Offer. A person wishing to acquire shares of an Israeli public company and who would as a result hold over 90% of the target company's issued and outstanding share capital (or of a class thereof) is required by the Israel Companies Law to make a tender offer to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company (or the applicable class). If as a result of a full tender offer the purchaser would own more than 95% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, all of the shares that the purchaser offered to purchase will be transferred to the acquirer by operation of law. The law provides for appraisal rights if any shareholder files a request in court within six months following the consummation of a full tender offer, provided that the purchaser is entitled to stipulate that tendering shareholders forfeit their appraisal rights. If as a result of a full tender offer the purchaser would own 95% or less of the issued and outstanding share capital of the company or of the applicable class, the purchaser may not acquire shares that will cause its shareholding to exceed 90% of the issued and outstanding share capital of the company or of the applicable class.

Special Tender Offer. The Israel Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of 25% or more of the voting rights in the company, unless there is already another holder of at least 25% of the voting rights in the company. Similarly, the Israel Companies Law provides that an acquisition of shares in a public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of more than 45% of the voting rights in the company, if there is no other shareholder of the company who holds more than 45% of the voting rights in the company, subject to certain exceptions.

A special tender offer must be extended to all shareholders of a company but the offeror is not required to purchase shares representing more than 5% of the voting power attached to the company's outstanding shares, regardless of how many shares are tendered by shareholders. A special tender offer may be consummated only if (i) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror and (ii) the number of shares tendered in the offer exceeds the number of shares whose holders objected to the offer (excluding the purchaser, controlling shareholders, holders of 25% or more of the voting rights in the company or any person having a personal interest in the acceptance of the tender offer). If a special tender offer is accepted, then the purchaser or any person or entity controlling it or under common control with the purchaser or such controlling person or entity may not make a subsequent tender offer for the purchase of shares of the target company and may not enter into a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Merger. The Israel Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Israel Companies Law are met, by a majority vote of each party's shares, and, in the case of the target company, a majority vote of each class of its shares, voted on the proposed merger at a shareholders meeting.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the votes of shares represented at the shareholders meeting that are held by parties other than the other party to the merger, or by any person (or group of persons acting in concert) who holds (or hold, as the case may be) 25% or more of the voting rights or the right to appoint directors of the other party, vote against the merger. If, however, the merger involves a merger with a company's own controlling shareholder or if the controlling shareholder has a personal interest in the merger, then the merger is instead subject to the same special majority approval that governs all extraordinary transactions with controlling shareholders.

If the transaction would have been approved by the shareholders of a merging company but for the separate approval of each class or the exclusion of the votes of certain shareholders as provided above, a court may still approve the merger upon the request of holders of at least 25% of the voting rights of a company, if the court holds that the merger is fair and reasonable, taking into account the value of the parties to the merger and the consideration offered to the shareholders of the company.

Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of the merging entities, and may further give instructions to secure the rights of creditors.

In addition, a merger may not be consummated unless at least 50 days have passed from the date on which a proposal for approval of the merger was filed by each party with the Israeli Companies Registrar and at least 30 days have passed from the date on which the merger was approved by the shareholders of each party.

Anti-takeover Measures Under Israeli Law

The Israel Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred rights with respect to voting, distributions or other matters and shares having preemptive rights. Upon the closing of our initial public offering, our Articles of Association were amended to provide that no preferred shares are authorized. In the future, if we do authorize, create and issue a specific class of preferred shares, such class of shares, depending on the specific rights that may be attached to it, may have the ability to frustrate or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization and designation of a class of preferred shares will require an amendment to our Articles of Association, which requires the prior approval of the holders of a majority of the voting power attaching to our issued and outstanding shares at a general meeting. The convening of the meeting, the shareholders entitled to participate and the majority vote required to be obtained at such a meeting will be subject to the requirements set forth in the Israel Companies Law as described above in "— Vote Requirements."

Transfer Agent and Registrar

The transfer agent and registrar for our ordinary shares is Equiniti Trust Company, LLC. Its address is 6201 15th Avenue, Brooklyn, New York 11219, and its telephone number is (800) 937-5449.

GOLDFARB
GROSS
SELIGMAN

Established 1930

August 25, 2025

Lifeward Ltd.
200 Donald Lynch Blvd.
Marlborough, MA 01752

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed on or about the date hereof with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), on behalf of Lifeward Ltd. (the "Company"), relating to 1,500,000 ordinary shares, par value NIS 1.75 per share (the "Ordinary Shares"), for issuance under the Company's 2025 Incentive Compensation Plan (the "2025 Plan"). The Ordinary Shares being registered under the Registration Statement are referred to herein as the "Shares."

This opinion is being furnished in connection with the requirements of Items 601(b)(5) and (b)(23) of Regulation S-K under the Act, as amended, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the prospectus that is a part of the Registration Statement, other than as expressly stated herein with respect to the issuance of the Shares.

We are members of the Israel Bar and we express no opinion as to any matter relating to the laws of any jurisdiction other than the laws of Israel.

In connection with this opinion, we have examined such corporate records, other documents and such questions of Israeli law as we have considered necessary or appropriate for the purposes of this opinion. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all copies submitted to us, the authenticity of the originals of such copies, the due constitution of the Company's board of directors and, as to matters of fact, the accuracy of all statements and representations made by the directors and officers of the Company. We have also assumed that each individual grant under the 2025 Plan will be duly authorized by all necessary corporate action.

Based on the foregoing and subject to the limitations, qualifications and assumptions stated herein, we advise you that, in our opinion, the Shares have been duly authorized and when, and if, paid for and issued in accordance with the terms of the 2025 Plan, will be validly issued, fully paid and non-assessable.

This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect this opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Act.

Very truly yours,

/s/ Goldfarb Gross Seligman & Co.

Goldfarb Gross Seligman & Co.

Electra Tower, 98 Yigal Alon St., Tel Aviv, 6789141, Israel | 03-608-9999
Round Tower, 1 Azrieli Center, Tel Aviv, 6701101, Israel | 03-607-4444
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ey.com

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the registration statement (Form S-8) pertaining to the 2025 Incentive Compensation Plan of Lifeward Ltd. of our report dated March 7, 2025, with respect to the consolidated financial statements of Lifeward Ltd. and its subsidiaries included in its Annual Report (Form 10-K) for the year ended December 31, 2024, filed with the Securities and Exchange Commission.

/s/ KOST, FORER, GABBAY & KASIERER
KOST, FORER, GABBAY & KASIERER
A Member of EY Global

Tel Aviv, Israel
August 25, 2025

LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN

Notice of Option Grant

Participant: [•]

Company: Lifeward Ltd.

Notice: You have been granted the following Incentive Stock Option to purchase Shares in accordance with the terms of the Plan, this Notice of Option Grant and the Incentive Stock Option Award Agreement attached hereto as Schedule A (this Notice of Option Grant, together with the Incentive Stock Option Award Agreement, this “**Agreement**”). This Option is intended to qualify as an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended.

Type of Award: Incentive Stock Option

Plan: Lifeward Ltd. 2025 Incentive Compensation Plan

Date of Grant: [•], 2025

Option Price per Share: US \$[•]
[FMV on Date of Grant (110% of FMV if a 10% owner)]

Total Number of Shares Under Option: [•]

Exercisability: Subject to the terms of the Plan and this Agreement, you may exercise your Option on and after the dates set forth below in the Vesting Schedule as to that percentage of the Total Number of Shares Under Option set forth below opposite each such date, provided that you have not incurred a Termination of Service prior to such date. You may exercise your Option to purchase any Shares as to which your Option has become exercisable at any time and from time to time until your Option terminates or expires.

Vesting Schedule:

<u>Date</u>	<u>Percentage</u>
-------------	-------------------

Expiration Date: Ten years from the Date of Grant, or five years from the Date of Grant if Participant is a 10% owner, subject to earlier termination as set forth in the Plan and this Agreement.

Acknowledgement and Agreement: The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEWARD LTD.

PARTICIPANT

By:
Name:
Title:
Date:

Date:

Incentive Stock Option Award Agreement - Schedule A

**LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN**

Incentive Stock Option Award Agreement

This Incentive Stock Option Award Agreement, dated as of the Date of Grant set forth in the Notice of Option Grant (the “**Grant Notice**”) to which this Incentive Stock Option Award Agreement is attached as Schedule A, is made between Lifeward Ltd. (the “**Company**”) and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

2. Grant of the Option. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to the Participant, pursuant to the Plan, the right and option (the “**Option**”) to purchase all or any part of the number of ordinary shares of the Company, par value NIS 1.75 each (“**Shares**”), set forth in the Grant Notice at the Option Price per Share (“**Option Price**”) set forth in the Grant Notice and on the other terms as set forth in the Grant Notice.

3. Exercisability of the Option. The Option shall become exercisable in accordance with the exercisability schedule and other terms set forth in the Grant Notice. The Option shall terminate on the Expiration Date set forth in the Grant Notice, subject to earlier termination as set forth in the Plan and this Agreement.

4. Method of Exercise of the Option.

(a) The Participant may exercise the Option, to the extent then exercisable, in accordance with the terms and conditions of the Plan by delivering a written or electronic notice to the Company in a form specified or accepted by the Company, specifying the number of Shares with respect to which the Option is being exercised and payment to the Company of the aggregate Option Price in accordance with Section 4(b) hereof. Such notice must be signed by the Participant or any other person then having the right to exercise the Option.

(b) At the time the Participant exercises the Option, the Participant shall pay the Option Price of the Shares as to which the Option is being exercised to the Company (i) in United States dollars by personal check, bank draft, money order or wire transfer of immediately available funds; or (ii) if permitted by the Committee, and subject to any such terms, conditions and limitations as the Committee may prescribe and to the extent permitted by applicable law, by any other payment method described in Section 6.6 of the Plan.

(c) The Company’s obligation to deliver the Shares to which the Participant is entitled upon exercise of the Option is conditioned on (i) the Participant’s satisfaction in full to the Company of the aggregate Option Price of those Shares and the required tax withholding related to such exercise, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Shares and any subsequent resale of the Shares will be in compliance with applicable laws and regulations.

5. Change of Control. Notwithstanding any other provision of this Agreement, the Option shall be subject to the Change of Control provisions set forth in Article XIV of the Plan.

6. Termination. Notwithstanding the provisions of Section 6.8 of the Plan, upon the Participant's Termination of Service for any reason other than by the Company for Cause, the Option shall terminate and cease to be exercisable on the date that is ninety (90) days after the date of the Participant's Termination of Service. Upon a Termination of Service by the Company for Cause, the Option shall terminate and cease to be exercisable upon Termination. For the avoidance of doubt, any portion of the Option that is not exercisable on the date of the Participant's Termination of Service for any reason shall terminate immediately and be of no further force or effect.

7. Transferability of the Option. The Option shall not be transferable otherwise than by will or the laws of descent and distribution, and is exercisable, during the lifetime of the Participant, only by the Participant; *provided, however*, that (a) the Option may be exercised after the Participant's death by the beneficiary most recently named by the Participant in a written designation thereof filed by the Participant with the Company in accordance with Article XII of the Plan, and (b) the Committee may, in its discretion, permit the Option to be transferred during the Participant's lifetime subject to Article XII of the Plan. No transfer of the Option by will or the laws of descent and distribution, or otherwise, shall be effective to bind the Company unless the Committee is furnished with (as applicable): (i) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (ii) an agreement by the transferee to comply with all the terms and conditions of the Option that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Option.

8. Status of the Option. This Option is intended to qualify as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"), but the Company does not represent or warrant that this Option qualifies as such. The Participant should consult with the Participant's own tax advisors regarding the tax effects of this Option and the requirements necessary to obtain favorable income tax treatment under Section 422 of the Code, including, but not limited to, holding period requirements and that ***this Option must be exercised within three months after termination of employment as an employee (or 12 months in the case of death or disability) to qualify as an "incentive stock option."*** To the extent any portion of this Option does not so qualify as an "incentive stock option," such portion shall be deemed to be a non-qualified stock option. If the Participant intends to dispose or does dispose (whether by sale, gift, transfer or otherwise) of any Option Shares within the one-year period beginning on the date after the transfer of such shares to the Participant, or within the two-year period beginning on the day after the grant of this Option, the Participant will so notify the Company within 30 days after such disposition.

9. Taxes and Withholdings. At the time of receipt of Shares upon the exercise of all or any part of the Option, the Participant shall pay to the Company or an Affiliate in cash, or make other arrangements, in accordance with Article XVI of the Plan, for the satisfaction of, any taxes of any kind, and social security payments due or potentially payable or required to be withheld with respect to such exercise or Shares.

10. No Rights as a Shareholder. Neither the Participant nor any other person shall become the beneficial owner of the Shares subject to the Option, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until the Participant has actually received such Shares following the exercise of the Option in accordance with the terms of the Plan and this Agreement.

11. No Right to Continued Employment. Neither the Option nor any terms contained in this Agreement shall confer upon the Participant any rights or claims except in accordance with the express provisions of the Plan and this Agreement, and shall not give the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, or in any particular position or at any particular rate of compensation, nor restrict in any way the right of the Company or any Affiliate, which right is hereby expressly reserved, to modify or terminate the Participant's employment or service at any time for any reason. The Participant acknowledges and agrees that any right to exercise the Option is earned only by continuing as an employee of the Company or an Affiliate at the will of the Company or such Affiliate, or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Option or acquiring Shares hereunder.

12. The Plan. By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such rules, policies and regulations as may from time to time be adopted by the Committee. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's website. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant's written request to the Company at the address set forth in Section 15 hereof.

13. Compliance with Laws and Regulations.

(a) The Option and the obligation of the Company to sell and deliver Shares hereunder shall be subject in all respects to: (i) all applicable Federal and state laws, rules and regulations and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Option may not be exercised if its exercise, or the receipt of Shares pursuant thereto, would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) It is intended that the Shares received upon the exercise of the Option shall have been registered under the Securities Act. If the Participant is an “affiliate” of the Company, as that term is defined in Rule 144 under the Securities Act (“**Rule 144**”), the Participant may not sell the Shares received except in compliance with Rule 144. Any certificates representing Shares issued to an “affiliate” of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If at the time of exercise of all or part of the Option, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is purchasing or acquiring the shares acquired under this Agreement for the Participant’s own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

14. Data Protection. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company or any Affiliate, in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of administering the Plan. The Company may share such information with any Affiliate, any trustee, its registrars, brokers, other third-party administrator or any person who obtains control of the Company or any Affiliate or any division respectively thereof.

15. Notices. All notices by the Participant or the Participant’s successors or permitted assigns shall be addressed to Lifeward Inc., 200 Donald Lynch Boulevard, Marlborough, MA 01752, Attention: Chief Financial Officer, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant’s address in the Company’s records.

16. Other Plans. The Participant acknowledges that any income derived from the exercise of the Option shall not affect the Participant’s participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

17. Clawback. The Participant acknowledges and agrees that this Option grant is subject in all respects to the Company’s amended and restated policy for recoupment of incentive compensation, as may be amended or restated from time to time (the “**Clawback Policy**”), to the extent applicable. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Clawback Policy) under the Clawback Policy from the Participant shall not be deemed (i) an event giving rise to a right to resign for “good reason”, if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Participant or (ii) to constitute a breach of a contract or other arrangement to which the Participant is a party. This Section 17 is a material term of this Agreement.

LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN

Notice of Option Grant

Participant: [•]

Company: Lifeward Ltd.

Notice: You have been granted the following Non-Qualified Stock Option to purchase Shares in accordance with the terms of the Plan, this Notice of Option Grant and the Non-Qualified Stock Option Award Agreement attached hereto as Schedule A (this Notice of Option Grant, together with the Non-Qualified Stock Option Award Agreement, this “**Agreement**”). This Option is not intended to be an “incentive stock option” under Section 422 of the Internal Revenue Code of 1986, as amended.

Type of Award: Non-Qualified Stock Option

Plan: Lifeward Ltd. 2025 Incentive Compensation Plan

Date of Grant: [•], 2025

Option Price per Share: US \$[•]
[FMV on Date of Grant]

Total Number of Shares Under Option: [•]

Exercisability: Subject to the terms of the Plan and this Agreement, you may exercise your Option on and after the dates set forth below in the Vesting Schedule as to that percentage of the Total Number of Shares Under Option set forth below opposite each such date, provided that you have not incurred a Termination of Service prior to such date. You may exercise your Option to purchase any Shares as to which your Option has become exercisable at any time and from time to time until your Option terminates or expires.

Vesting Schedule:

<u>Date</u>	<u>Percentage</u>
-------------	-------------------

Expiration Date: Ten years from the Date of Grant, subject to earlier termination as set forth in the Plan and this Agreement.

Acknowledgement and Agreement: The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEGUARD LTD.

PARTICIPANT

By:
Name:
Title:
Date:

Date:

Non-Qualified Stock Option Award Agreement - Schedule A

**LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN**

Non-Qualified Stock Option Award Agreement

This Non-Qualified Stock Option Award Agreement, dated as of the Date of Grant set forth in the Notice of Option Grant (the “**Grant Notice**”) to which this Non-Qualified Stock Option Award Agreement is attached as Schedule A, is made between Lifeward Ltd. (the “**Company**”) and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

2. Grant of the Option. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to the Participant, pursuant to the Plan, the right and option (the “**Option**”) to purchase all or any part of the number of ordinary shares of the Company, par value NIS 1.75 each (“**Shares**”), set forth in the Grant Notice at the Option Price per Share (“**Option Price**”) set forth in the Grant Notice and on the other terms as set forth in the Grant Notice.

3. Exercisability of the Option. The Option shall become exercisable in accordance with the exercisability schedule and other terms set forth in the Grant Notice. The Option shall terminate on the Expiration Date set forth in the Grant Notice, subject to earlier termination as set forth in the Plan and this Agreement.

4. Method of Exercise of the Option.

(a) The Participant may exercise the Option, to the extent then exercisable, in accordance with the terms and conditions of the Plan by delivering a written or electronic notice to the Company in a form specified or accepted by the Company, specifying the number of Shares with respect to which the Option is being exercised and payment to the Company of the aggregate Option Price in accordance with Section 4(b) hereof. Such notice must be signed by the Participant or any other person then having the right to exercise the Option.

(b) At the time the Participant exercises the Option, the Participant shall pay the Option Price of the Shares as to which the Option is being exercised to the Company (i) in United States dollars by personal check, bank draft, money order or wire transfer of immediately available funds; or (ii) if permitted by the Committee, and subject to any such terms, conditions and limitations as the Committee may prescribe and to the extent permitted by applicable law, by any other payment method described in Section 6.6 of the Plan.

(c) The Company’s obligation to deliver the Shares to which the Participant is entitled upon exercise of the Option is conditioned on (i) the Participant’s satisfaction in full to the Company of the aggregate Option Price of those Shares and the required tax withholding related to such exercise, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Shares and any subsequent resale of the Shares will be in compliance with applicable laws and regulations.

5. Change of Control. Notwithstanding any other provision of this Agreement, the Option shall be subject to the Change of Control provisions set forth in Article XIV of the Plan.

6. Termination. Notwithstanding the provisions of Section 6.8 of the Plan, upon the Participant's Termination of Service for any reason other than by the Company for Cause, the Option shall terminate and cease to be exercisable on the date that is ninety (90) days after the date of the Participant's Termination of Service. Upon a Termination of Service by the Company for Cause, the Option shall terminate and cease to be exercisable upon Termination. For the avoidance of doubt, any portion of the Option that is not exercisable on the date of the Participant's Termination of Service for any reason shall terminate immediately and be of no further force or effect.

7. Transferability of the Option. The Option shall not be transferable otherwise than by will or the laws of descent and distribution, and is exercisable, during the lifetime of the Participant, only by the Participant; *provided, however,* that (a) the Option may be exercised after the Participant's death by the beneficiary most recently named by the Participant in a written designation thereof filed by the Participant with the Company in accordance with Article XII of the Plan, and (b) the Committee may, in its discretion, permit the Option to be transferred during the Participant's lifetime subject to Article XII of the Plan. No transfer of the Option by will or the laws of descent and distribution, or otherwise, shall be effective to bind the Company unless the Committee is furnished with (as applicable): (i) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (ii) an agreement by the transferee to comply with all the terms and conditions of the Option that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Option.

8. Taxes and Withholdings. At the time of receipt of Shares upon the exercise of all or any part of the Option, the Participant shall pay to the Company or an Affiliate in cash, or make other arrangements, in accordance with Article XVI of the Plan, for the satisfaction of, any taxes of any kind, and social security payments due or potentially payable or required to be withheld with respect to such exercise or Shares.

9. No Rights as a Shareholder. Neither the Participant nor any other person shall become the beneficial owner of the Shares subject to the Option, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until the Participant has actually received such Shares following the exercise of the Option in accordance with the terms of the Plan and this Agreement.

10. No Right to Continued Service. Neither the Option nor any terms contained in this Agreement shall confer upon the Participant any rights or claims except in accordance with the express provisions of the Plan and this Agreement, and shall not give the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, or in any particular position or at any particular rate of compensation, nor restrict in any way the right of the Company or any Affiliate, which right is hereby expressly reserved, to modify or terminate the Participant's employment or service at any time for any reason. The Participant acknowledges and agrees that any right to exercise the Option is earned only by continuing as an employee or service provider of the Company or an Affiliate at the will of the Company or such Affiliate, or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Option or acquiring Shares hereunder.

11. The Plan. By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such rules, policies and regulations as may from time to time be adopted by the Committee. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's website. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant's written request to the Company at the address set forth in Section 14 hereof.

12. Compliance with Laws and Regulations.

(a) The Option and the obligation of the Company to sell and deliver Shares hereunder shall be subject in all respects to: (i) all applicable Federal and state laws, rules and regulations and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Option may not be exercised if its exercise, or the receipt of Shares pursuant thereto, would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) It is intended that the Shares received upon the exercise of the Option shall have been registered under the Securities Act. If the Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("**Rule 144**"), the Participant may not sell the Shares received except in compliance with Rule 144. Any certificates representing Shares issued to an "affiliate" of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If at the time of exercise of all or part of the Option, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is purchasing or acquiring the shares acquired under this Agreement for the Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

13. Data Protection. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company or any Affiliate, in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of administering the Plan. The Company may share such information with any Affiliate, any trustee, its registrars, brokers, other third-party administrator or any person who obtains control of the Company or any Affiliate or any division respectively thereof.

14. Notices. All notices by the Participant or the Participant's successors or permitted assigns shall be addressed to Lifeward, Inc., 200 Donald Lynch Boulevard, Marlborough, MA 01752, Attention: Chief Financial Officer, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant's address in the Company's records.

15. Other Plans. The Participant acknowledges that any income derived from the exercise of the Option shall not affect the Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

16. Clawback. The Participant acknowledges and agrees that this Option grant is subject in all respects to the Company's amended and restated policy for recoupment of incentive compensation, as may be amended or restated from time to time (the "**Clawback Policy**"), to the extent applicable. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Clawback Policy) under the Clawback Policy from the Participant shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Participant or (ii) to constitute a breach of a contract or other arrangement to which the Participant is a party. This Section 16 is a material term of this Agreement.

LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN

Notice of Option Grant - According to 102 Capital Gains Track (with Trustee)

Participant: [•]

Company: Lifeward Ltd.

Notice: You have been granted the following Stock Option to purchase Ordinary Shares of the Company, par value NIS 1.75 per share, in accordance with the terms of the 2025 Incentive Compensation Plan and the Sub-Plan for Participants in Israel (the “**Sub-Plan**” and, together with the 2025 Incentive Compensation Plan, the “**Plan**”), this Notice of Option Grant, and the Approved 102 Capital Gains Award Agreement (“**CGA**”) under Section 102(b)(2) of the Income Tax Ordinance [New Version], 5761-1961 (the “**Ordinance**”) that is attached hereto as Schedule A (this Notice of Option Grant, together with the CGA, are referred to herein as this “**Agreement**”). The Participant hereby accepts this Option subject to all of the terms and provisions of the Plan, which is incorporated herein by reference, and subject to the terms and conditions of Section 102(b) (2) of the Ordinance and the Trust Agreement entered into between the Company and the Trustee (as defined below), and agrees that in the event of any conflict between the terms hereof and those of the Plan, the terms of the Plan shall govern.

The Option will be deposited with a trustee approved by the Israel Tax Authority for this purpose (the “**Trustee**”), who will hold it in trust on behalf of the Participant, all as set forth in Section 8 below (all references to a grant of Option or issuance of Ordinary Shares to the Participant, shall mean an issuance to the Trustee for the benefit of the Participant).

Type of Award: Approved 102 Capital Gains Award

Plan: Lifeward Ltd. 2025 Incentive Compensation Plan

Date of Grant: [•], 2025

Option Price per Share: US \$[•]

Total Number of Shares Under Option: [•]

Exercisability: Subject to the terms of the Plan and this Agreement, you may exercise your Option on and after the dates set forth below in the Vesting Schedule as to that percentage of the Total Number of Shares Under Option set forth below opposite each such date, provided that there has not been a Termination of Service prior to such date. You may exercise your Option to purchase any Shares as to which your Option has become exercisable at any time and from time to time until your Option terminates or expires.

Vesting Schedule:

Date

Percentage

Expiration Date:

Ten years from the Date of Grant.

Acknowledgement and Agreement:

The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEGUARD LTD.

PARTICIPANT

By: _____

Name:

Title:

Date:

Name:

Date:

Schedule A
to
Notice of Option Grant – According to 102 Capital Gains Track (with Trustee)

LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN

Approved 102 Capital Gains Award Agreement

This Approved 102 Capital Gains Award Agreement, dated as of the Date of Grant set forth in the Notice of Option Grant (the “**Grant Notice**”) to which this Approved 102 Capital Gain Award Agreement is attached as Schedule A, is made between Lifeward Ltd. (the “**Company**”) and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Definitions. Each capitalized term used but not defined in this Agreement has the meaning set forth in the Lifeward Ltd. 2025 Incentive Compensation Plan, a copy of which is attached hereto as Appendix A.

2. Grant of the Option. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to the Participant, pursuant to the Plan, the right and option (the “**Option**”) to purchase all or any part of the number of ordinary shares of the Company, par value NIS 1.75 each (“**Shares**”), set forth in the Grant Notice at the Option Price per Share (“**Option Price**”) set forth in the Grant Notice and on the other terms as set forth in the Grant Notice.

3. Exercisability of the Option. The Option shall become exercisable in accordance with the exercisability schedule and other terms set forth in the Grant Notice. The Option shall terminate on the Expiration Date set forth in the Grant Notice, subject to earlier termination as set forth in the Plan and this Agreement.

4. Method of Exercise of the Option.

(a) The Participant may exercise the Option, to the extent then exercisable, in accordance with the terms and conditions of the Plan by delivering a written or electronic notice to the Company or the Trustee in a form specified or accepted by the Company, specifying the number of Shares with respect to which the Option is being exercised and payment to the Company of the aggregate Option Price in accordance with Section 4(b) hereof. Such notice must be signed by the Participant or any other person then having the right to exercise the Option.

(b) At the time the Participant exercises the Option, the Participant shall pay the Option Price of the Shares as to which the Option is being exercised to the Company exclusively in cash, wire transfer or by check. Payment by any other method, including the surrender of Shares or other forms of payment, is not permitted unless, and to the extent, explicitly allowed under Section 102 and expressly authorized by the ITA.

(c) The Company's obligation to deliver the Shares to which the Participant is entitled upon exercise of the Option is conditioned on (i) the Participant's satisfaction in full to the Company of the aggregate Option Price of those Shares and the required tax withholding related to such exercise, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Shares and any subsequent resale of the Shares will be in compliance with applicable laws and regulations.

5. Change of Control. Notwithstanding any other provision of this Agreement, the Option shall be subject to the Change of Control provisions set forth in Article XIV of the Plan.

6. Termination. Notwithstanding the provisions of Section 6.8 of the Plan, upon the Participant's Termination of Service for any reason other than by the Company for Cause, the Option shall terminate and cease to be exercisable on the date that is ninety (90) days after the date of the Participant's Termination of Service. Upon a Termination of Service by the Company for Cause, the Option shall terminate and cease to be exercisable upon Termination. For the avoidance of doubt, any portion of the Option that is not exercisable on the date of the Participant's Termination of Service for any reason shall terminate immediately and be of no further force or effect.

7. Transferability of the Option. The Option shall not be transferable otherwise than by will or the laws of descent and distribution, and is exercisable, during the lifetime of the Participant, only by the Participant; *provided, however*, that (a) the Option may be exercised after the Participant's death by the beneficiary most recently named by the Participant in a written designation thereof filed by the Participant with the Company in accordance with Article XII of the Plan (subject to the provisions of Section 102 of the Ordinance as defined below), and (b) the Committee may, in its discretion, permit the Option to be transferred during the Participant's lifetime subject to Article XII of the Plan. No transfer of the Option by will or the laws of descent and distribution, or otherwise, shall be effective to bind the Company unless the Committee is furnished with (as applicable) (i) written notice thereof and with a copy of the will or such evidence as the Committee may deem necessary to establish the validity of the transfer, and (ii) an agreement by the transferee to comply with all the terms and conditions of the Option that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Option.

8. Section 102 of the Israeli Income Tax Ordinance and its Rules This Agreement is subject to the provisions of Section 102 of the Income Tax Ordinance [New Version], 5761-1961 ("Section 102" and the "Ordinance," respectively), as well as the Income Tax Rules (Tax Relief in Issuance of Shares to Employees), 5743-2003 (the "Rules"), promulgated thereunder.

Accordingly, the Company elected the Capital Gains Track in Section 102(b)(2) of the Ordinance (the “**102 Capital Gains Track**”) for the purpose of the taxation of Participant income from the Option. In general, taxable income that should be attributed to the Participant as a result of the grant of the option will be tax-free on the date of grant, but will be taxed on the sale of Shares issued upon exercise of the option or any portion of it (*i.e.* the Shares) or transfer of the Shares from the Trustee (a “**Transfer**”). In accordance with the 102 Capital Gains Track, if the Option or the Shares are held in trust by the Trustee for the applicable period of time (see below), currently two years from the date of grant of the Option (subject to its timely deposit with a Trustee) (the “**Holding Period**”), gains derived from the sale of Shares shall be classified as capital gains and taxed at a rate of only 25%.

At the time of sale of the Shares or a Transfer, the Participant shall be subject to tax, which will be calculated, in general (but subject to the provisions of Section 102 of the Ordinance), according to difference between (a) the market price (or the actual sale price) of the Shares at such time, and (b) the Exercise Price. Such tax shall be withheld at source by the Company, in accordance with the provisions of the Rules, and the transfer of Shares to the Participant is conditioned upon the payment of such tax.

The Participant shall not be entitled to sell the Shares or to execute a Transfer, prior to the lapse of the Holding Period. Furthermore, any and all rights issued in respect of the Shares, including bonus shares but excluding cash dividends (“**Rights**”), shall be deposited with the Trustee and held thereby until the lapse of the Holding Period, and such Rights shall be subject to the 102 Capital Gains Track. Notwithstanding the aforesaid, the Participant may sell the Shares or Rights or execute a Transfer prior to the lapse of the Holding Period, *provided* that tax is withheld at source by the Company (or the Participant’s employer) in accordance with the Rules. In such case, the Participant’s gains shall be classified as ordinary income and he or she shall be subject to tax on such income at marginal tax rates (including “High Income Tax”/Surtax, if applicable) plus social security and national health insurance payment.

Notwithstanding anything to the contrary herein, including the designation under “Type of Award” above, the Company is under no obligation to ensure that the Options qualify for any specific tax treatment (such as 102 Capital Gains Track or any other treatment). No representation or commitment is made regarding such qualification, and the Company is not required to take any action to achieve such qualification. If the Options do not qualify for a particular tax treatment, the Participant may face adverse tax consequences. By signing below, the Participant acknowledges that the Company, its Affiliates, and their respective employees, directors, officers, and shareholders are not liable for any tax, penalty, interest, or cost incurred by the Participant due to such a determination. Furthermore, none of these parties will have any liability of any kind if, for any reason, an Option does not qualify for a specific tax treatment.

Trust. To secure performance of tax law requirements, the Option awarded to the Participant according to this Option Agreement will be held in trust by the Trustee (that was approved for this purpose by the ITA), who shall release it to the Participant only upon full compliance with the legal requirements and the terms of the Plan. For this purpose, a Trust Agreement was signed between the Company and the Trustee, a copy of which is attached hereto as **Appendix B**. The conditions of the Trust Agreement apply to the Option awarded to the Participant; thus, the Participant is required to carefully read the provisions of the said Trust Agreement.

PARTICIPANT IS ADVISED TO CONSULT WITH HIS/HER OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING AND EXERCISING HIS/HER OPTIONS OR OF DISPOSING OF HIS/HER SHARES.

9. Taxes and Withholdings. At the time of receipt of Shares upon the exercise of all or any part of the Option, the Participant shall pay to the Company or an Affiliate in cash, or make other arrangements, in accordance with Article XVI of the Plan, for the satisfaction of, any taxes of any kind, and social security payments due or potentially payable or required to be withheld with respect to such exercise or Shares. For the avoidance of doubt, this obligation shall apply in addition to the tax requirements and holding restrictions set forth under Section 102 of the Ordinance.

10. No Rights as a Shareholder. Neither the Participant nor any other person shall become the beneficial owner of the Shares subject to the Option, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until the Participant has actually received such Shares following the exercise of the Option in accordance with the terms of the Plan and this Agreement.

11. No Right to Continued Employment. Neither the Option nor any terms contained in this Agreement shall confer upon the Participant any rights or claims except in accordance with the express provisions of the Plan and this Agreement, and shall not give the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, or in any particular position or at any particular rate of compensation, nor restrict in any way the right of the Company or any Affiliate, which right is hereby expressly reserved, to modify or terminate the Participant's employment or service at any time for any reason. The Participant acknowledges and agrees that any right to exercise the Option is earned only by continuing as an employee of the Company or an Affiliate at the will of the Company or such Affiliate, or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Option or acquiring Shares hereunder.

12. The Plan. By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such rules, policies and regulations as may from time to time be adopted by the Committee. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's website. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant's written request to the Company at the address set forth in Section 15 hereof.

13. Compliance with Laws and Regulations.

(a) The Option and the obligation of the Company to sell and deliver Shares hereunder shall be subject in all respects to: (i) all applicable Israeli, United States and state laws, rules and regulations and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Option may not be exercised if its exercise, or the receipt of Shares pursuant thereto, would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) It is intended that the Shares received upon the exercise of the Option shall have been registered under the Securities Act. If the Participant is an “affiliate” of the Company, as that term is defined in Rule 144 under the Securities Act, the Participant may not sell the Shares received except in compliance with such Rule 144. Any certificates representing Shares issued to an “affiliate” of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If at the time of exercise of all or part of the Option, the Shares are not registered under the Securities Act, or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is purchasing or acquiring the shares acquired under this Agreement for the Participant’s own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

14. Data Protection. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company or any Affiliate, in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of administering the Plan. The Company may share such information with any Affiliate, any trustee, its registrars, brokers, other third-party administrator or any person who obtains control of the Company or any Affiliate or any division respectively thereof.

15. Notices. All notices by the Participant or the Participant’s successors or permitted assigns shall be addressed to Lifeward Ltd., 3 Hatnufa St., 6th floor, P.O. Box 161, Yokneam Ilit 2069203, Attention: Chief Financial Officer, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant’s address in the Company’s records.

For the avoidance of doubt, and specifically for Israeli Participants, any notice to be given to the Company at its registered address in Israel shall also be deemed sufficient.

16. Other Plans. The Participant acknowledges that any income derived from the exercise of the Option shall not affect the Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

17. Clawback. The Participant acknowledges and agrees that this Option grant is subject in all respects to the Company's amended and restated policy for recoupment of incentive compensation, as may be amended or restated from time to time (the "**Clawback Policy**"), to the extent applicable. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Clawback Policy) under the Clawback Policy from the Participant shall not be deemed (i) an event giving rise to a right to resign for "good reason," if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Participant or (ii) to constitute a breach of a contract or other arrangement to which the Participant is a party. This Section 17 is a material term of this Agreement.

By the signature of the Participant and the signature of the Company's representative below, the Participant and the Company agree that the Options are granted under and governed by (i) this Agreement, (ii) the Plan (including the Sub-Plan for Participants in Israel), a copy of which has been provided to Participant or made available for his/her review, (iii) Section 102(b)(2) of the Ordinance and the Rules promulgated in connection therewith, and (iv) the Trust Agreement, a copy of which has been provided to the Participant or made available for his/her review. Furthermore, by signing below, the Participant agrees that the Options shall be issued to the Trustee to hold on the Participant's behalf, pursuant to the terms of the Ordinance, the Rules and the Trust Agreement.

In addition, by his/her signature below, the Participant confirms that he/she is familiar with the terms and provisions of Section 102 of the Ordinance, particularly the 102 Capital Gains Track described in subsection (b)(2) thereof, and agrees that he/she shall not require the Trustee to release the Options or Shares to him/her, or to sell the Options or Shares to a third party, during the Holding Period, unless permitted to do so by applicable law.

Finally, by signing below, the Participant acknowledges that the Company, its assignees, and successors have no obligation to ensure, and make no representation or commitment, that the Award qualifies or shall qualify for any specific tax treatment, as described in Section 8 above. The Participant undertakes to pay all applicable taxes upon the vesting or exercise of the Options and/or the transfer or sale of the Shares subject to the Options.

[signature page follows]

Acknowledgement and Agreement:

The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEGUARD LTD.

PARTICIPANT

By: _____
Name:
Title:
Date:

Name:
Date:

Appendix A
The Plan and the Israeli Sub Plan

Appendix B
Trust Agreement

**LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN**

Notice of Restricted Share Unit Grant

Participant: _____

Company: Lifeward Ltd.

Notice: You have been granted the following Restricted Share Units in accordance with the terms of the Plan, this Notice of Restricted Share Unit Grant and the Restricted Share Unit Award Agreement attached hereto as Attachment A (this Notice of Restricted Share Unit Grant, together with the Restricted Share Unit Award Agreement, this “**Agreement**”), contingent upon your payment of NIS 1.75 for each Restricted Share Unit (par value) within 30 days of such Restricted Share Unit vesting.

Type of Award: Restricted Share Units.

Plan: Lifeward Ltd. 2025 Incentive Compensation Plan

Grant: **Date of Grant:** _____
Total Number of Shares Underlying Restricted Share Units: _____

Period of Restriction: Subject to the terms and conditions of the Plan and those of this Agreement, the Period of Restriction applicable to the Total Number of Shares Underlying Restricted Share Units shall commence on the Date of Grant and shall lapse on the dates listed below as to the percentages of the Total Number of Shares Underlying Restricted Share Units set forth opposite each such date, provided that you have not incurred a Termination of Service prior to such date.

	%
	%
	%
	%

Plan: The Committee may at any time accelerate the vesting schedule specified in this Notice of Restricted Share Unit Grant.

**Acknowledgement
and Agreement:**

The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEGUARD LTD.

PARTICIPANT

By: _____

Name:

[Name]

Title:

Date: _____

Date: _____

Restricted Share Unit Award Agreement -- Attachment A

LIFEWARD LTD. 2025 INCENTIVE COMPENSATION PLAN

Restricted Share Unit Award Agreement

This Restricted Share Unit Award Agreement, dated as of the Date of Grant set forth in the Notice of Restricted Share Unit Grant (the “**Grant Notice**”) to which this Restricted Share Unit Award Agreement is attached as Schedule A, is made between Lifeward Ltd. and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the Plan.
2. Grant of the Restricted Share Units. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to the Participant, pursuant to the Plan, the number of Restricted Share Units set forth in the Grant Notice.
3. Period of Restriction. The Period of Restriction with respect to the Restricted Share Units shall commence and lapse as set forth in the Grant Notice. All Restricted Share Units as to which the Period of Restriction has not lapsed prior to the date of the Participant’s Termination shall be immediately forfeited upon such date.
4. Settlement of Restricted Share Units. As soon as reasonably practicable following the lapse of the applicable portion of the Period of Restriction, but in no event later than two and one-half months after the end of the year in which the date of such lapse occurs, the Company shall cause to be delivered to the Participant, in full settlement and satisfaction of the Restricted Share Units as to which such portion of the Period of Restriction has so lapsed: (a) the full number of Shares underlying such Restricted Share Units, (b) a cash payment in an amount equal to the Fair Market Value of such Shares on the date of such lapse or (c) a combination of such Shares and cash payment, as the Committee, in its discretion, shall determine, subject to satisfaction of applicable tax withholding obligations with respect thereto in accordance with Section 6 of this Agreement. Notwithstanding the foregoing, in no event shall Shares be delivered prior to the conclusion of the Cooling Off Period, which shall be defined as the later of (i) 90 days after the adoption or modification of a Rule 10b5-1 trading plan or (ii) two business days following the filing of the Form 10-Q or Form 10-K for the fiscal quarter in which such plan was adopted or modified; provided that, for recipients other than officers and directors, the Cooling Off Period shall be defined as the 30-day period following the adoption or modification of a Rule 10b5-1 trading plan.
5. Change of Control. Notwithstanding any other provision of this Agreement, the Restricted Share Units shall be subject to the Change of Control provisions set forth in Article XIV of the Plan.
6. Taxes. The Participant acknowledges and agrees, as a condition of this grant, upon settlement of the Restricted Share Units, or as of any other date on which the value of any Restricted Share Units otherwise becomes includible in the Participant’s gross income for tax purposes and/or social security purposes, that the Participant will pay all applicable federal, state or local withholding taxes required by law to be withheld in respect of the Restricted Share Units by the sale of Shares underlying the Restricted Share Units in an amount reasonably determined by the Company to be sufficient to satisfy (i) such withholding taxes and (ii) if required under Applicable Law, payment of NIS 1.75 for each Restricted Share Unit (par value), and to deliver proceeds from such sale to the Company in payment of the foregoing. In order to authorize such sale, this agreement constitutes an irrevocable direction by the Participant to a licensed securities broker selected from time to time by the Company to sell such Shares at the available market price on or about the applicable vesting date (with the date of such sale to be at the sole discretion of the selected broker), deliver such sale proceeds to the Company in payment of such withholding taxes and, if required under Applicable Law, payment of NIS 1.75 for each Restricted Share Unit (par value), and provide to the Company a duplicate confirmation of such sale. The Participant must establish the necessary account no later than the 90th day following the effective date of this grant and authorizes the Company and the broker to cooperate and communicate with one another to effectuate the provisions of this Section 6. It is the Participant’s intent that this election to sell comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act. The Participant is responsible for providing to the selected broker all applicable forms necessary to facilitate this transaction. In addition, the Company may deduct from payments of any kind otherwise due to the Participant all applicable withholding taxes in respect of these Restricted Share Units or the Shares underlying the Restricted Share Units and, if required under Applicable Law, payment of NIS 1.75 for each Restricted Share Unit (par value). The Company or an Affiliate may, in the discretion of the Committee, provide for alternative arrangements to satisfy applicable tax withholding requirements in accordance with Article XVI of the Plan. Regardless of any action the Company or any Affiliate takes with respect to any or all tax withholding (including any social security contributions) obligations, the Participant acknowledges that the ultimate liability for all such taxes is and remains the Participant’s responsibility, and that the Company does not: (i) make any representations or undertakings regarding the treatment of any tax withholding in connection with any aspect of the Restricted Share Units, including the grant or vesting thereof, the subsequent sale of Shares and the receipt of any dividends; or (ii) commit to structure the terms of the Restricted Share Units or any aspect of the Restricted Share Units to reduce or eliminate the Participant’s liability for such tax. The Participant further acknowledges and represents to the Company that, as of the date hereof, the Participant is not aware of any material nonpublic information about the Company or the Shares, and that the Participant is entering into this Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1(c) promulgated under the Exchange Act.

7. Indemnity. To the extent that the Participant is a Non-Employee Director, such Non-Employee Director hereby agrees to indemnify the Company and/or its Affiliates and hold them harmless against and from any and all liability for any such tax and other applicable compulsory payments (to the extent such tax or compulsory payment is levied on the Company under applicable law) or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax or other compulsory payments from any payment made to the Non-Employee Director.

8. No Rights as a Shareholder Prior to Issuance of Shares. Neither the Participant nor any other person shall become the beneficial owner of the Shares underlying the Restricted Share Units, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until and after such Shares, if any, have been actually issued to the Participant and transferred on the books and records of the Company or its agent in accordance with the terms of the Plan and this Agreement.

9. Nontransferability. The Restricted Share Units shall not be transferable otherwise than by will or the laws of descent and distribution.

10. No Right to Continued Service. Neither the Restricted Share Units nor any terms contained in this Agreement shall confer upon the Participant any rights or claims except in accordance with the express provisions of the Plan and this Agreement and shall not give the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, or in any particular position or at any particular rate of compensation, nor restrict in any way the right of the Company or any Affiliate, which right is hereby expressly reserved, to modify or terminate the Participant's employment or service, in each case, at any time for any reason, subject to any legal and contractual conditions. The Participant acknowledges and agrees that any right to lapse of the Period of Restriction is earned only by continuing as an employee of the Company or an Affiliate at the will of the Company or such Affiliate and satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired or being granted the Restricted Share Units hereunder.

11. The Plan. By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such rules, policies and regulations as may from time to time be adopted by the Committee. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's website. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant's written request to the Company at the address set forth in Section 14 hereof.

12. Compliance with Laws and Regulations.

(a) The Restricted Share Units and the obligation of the Company to deliver any Shares hereunder shall be subject in all respects to (i) all applicable Federal and state laws, rules and regulations; and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Company shall not deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement if doing so would be contrary to Applicable Law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) It is intended that any Shares issued hereunder shall have been registered under the Securities Act. If the Participant is an “affiliate” of the Company, as that term is defined in Rule 144 under the Securities Act (“**Rule 144**”), the Participant may not sell such Shares received except in compliance with Rule 144. Certificates representing Shares issued to an “affiliate” of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with federal and state securities laws.

(c) If at any time the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is acquiring the Shares acquired under this Agreement for the Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold; or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

13. Data Protection. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the “Relevant Companies”) may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the “Relevant Information”). By entering into this Agreement, the Participant (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Participant may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Participant shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with Applicable Law.

14. Notices. All notices by the Participant or the Participant’s successors or permitted assigns shall be addressed to Lifeward Inc., 200 Donald Lynch Blvd., Marlborough, MA 01752, Attention: Chief Financial Officer, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant’s address in the Company's records.

15. Other Plans. The Participant acknowledges that any income derived from the receipt, vesting or settlement of the Restricted Share Units, or otherwise related to the Restricted Share Units, shall not affect the Participant’s participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

16. Section 409A. This Agreement and the Restricted Share Units are intended to be exempt from Section 409A of the Code and shall be administered and construed in accordance with such intent.

17. Clawback. The Participant acknowledges and agrees that this Option grant is subject in all respects to the Company's amended and restated policy for recoupment of incentive compensation, as may be amended or restated from time to time (the "**Clawback Policy**"), to the extent applicable. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Clawback Policy) under the Clawback Policy from the Participant shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Participant or (ii) to constitute a breach of a contract or other arrangement to which the Participant is a party. This Section 17 is a material term of this Agreement.

LIFEWARD LTD.

PARTICIPANT

By: _____

Name:

[Name]

Title:

Date: _____

Date: _____

LIFEWARD LTD.
2025 INCENTIVE COMPENSATION PLAN

Notice of Restricted Share Unit Grant - According to 102 Capital Gains Track (with Trustee)

Participant: _____

Company: Lifeward Ltd.

Notice: You have been granted the following Restricted Share Units (“RSUs”) in accordance with the terms of the 2025 Incentive Compensation Plan and the Sub-Plan for Participants in Israel (the “Sub-Plan” and, together with the 2025 Incentive Compensation Plan, the “Plan”), this Notice of Restricted Share Unit Grant and the Approved 102 Capital Gains Restricted Share Unit Award Agreement (“CGA”) under Section 102(b)(2) of the Income Tax Ordinance [New Version], 5761-1961 (the “Ordinance”) that is attached hereto as Attachment A (this Notice of Restricted Share Unit Grant, together with the CGA, are referred to herein as this “Agreement”) The Participant hereby accepts the RSUs subject to all of the terms and provisions of the Plan, which is incorporated herein by reference, and subject to the terms and conditions of Section 102(b)(2) of the Ordinance and the Trust Agreement entered into between the Company and the Trustee (as defined below), contingent upon your payment of NIS 1.75 (par value of the Company’s Shares, as defined under the Plan) for each Restricted Share Unit within 30 days of such Restricted Share Unit vesting, and agrees that in the event of any conflict between the terms hereof and those of the Plan, the terms of the Plan shall govern.

Type of Award: Approved 102 Capital Gains Restricted Share Units Award.

Plan: Lifeward Ltd. 2025 Incentive Compensation Plan

Grant: **Date of Grant:** _____

Total Number of Shares Underlying Restricted Share Units: _____

Period of Restriction: Subject to the terms and conditions of the Plan and those of this Agreement, the Period of Restriction applicable to the Total Number of Shares Underlying Restricted Share Units shall commence on the Date of Grant and shall lapse on the dates listed below as to the percentages of the Total Number of Shares Underlying Restricted Share Units set forth opposite each such date.

	%
	%
	%
	%

The Committee may at any time accelerate the vesting schedule specified in this Notice of Restricted Share Unit Grant.

The RSUs will be deposited with a trustee approved by the Israel Tax Authority for this purpose (the “**Trustee**”), who will hold them in trust on behalf of the Participant, all as set forth in Section _ below (all references to a grant of RSUs or issuance of Ordinary Shares to the Participant, shall mean an issuance to the Trustee for the benefit of the Participant).

Expiration Date: Ten years from the Date of Grant.

Acknowledgement and Agreement: The undersigned Participant acknowledges receipt of, and understands and agrees to, the terms and conditions of this Agreement and the Plan.

LIFEWARD LTD.

PARTICIPANT

By: _____
Name: _____
Title: _____

[Name]

Date: _____

Date: _____

LIFEWARD LTD. 2025 INCENTIVE COMPENSATION PLAN

Approved 102 Capital Gains Restricted Share Unit Award Agreement

This Approved 102 Capital Gains Restricted Share Unit Award Agreement, dated as of the Date of Grant set forth in the Notice of Restricted Share Unit Grant (the “**Grant Notice**”) to which this Approved 102 Capital Gains Restricted Share Unit Award Agreement is attached as Schedule A, is made between Lifeward Ltd. and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

1. Definitions. Each capitalized term used but not defined in this Agreement has the meaning set forth in the Lifeward Ltd. 2025 Incentive Compensation Plan, a copy of which is attached hereto as Appendix A.

2. Grant of the Restricted Share Units. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to the Participant, pursuant to the Plan, the number of Restricted Share Units set forth in the Grant Notice.

3. Period of Restriction. The Period of Restriction with respect to the Restricted Share Units shall commence and lapse as set forth in the Grant Notice. All Restricted Share Units as to which the Period of Restriction has not lapsed prior to the date of the Participant’s Termination shall be immediately forfeited upon such date.

4. Settlement of Restricted Share Units. As soon as reasonably practicable following the lapse of the applicable portion of the Period of Restriction, but in no event later than two and one-half months after the end of the year in which the date of such lapse occurs, the Company shall cause to be delivered to the Participant, in full settlement and satisfaction of the Restricted Share Units as to which such portion of the Period of Restriction has so lapsed, the full number of Shares underlying such Restricted Share Units. Notwithstanding the foregoing, in no event shall Shares be delivered prior to the conclusion of the Cooling Off Period, which shall be defined as the later of (i) 90 days after the adoption or modification of a Rule 10b5-1 trading plan or (ii) two business days following the filing of the Form 10-Q or Form 10-K for the fiscal quarter in which such plan was adopted or modified; provided that, for recipients other than officers and directors, the Cooling Off Period shall be defined as the 30-day period following the adoption or modification of a Rule 10b5-1 trading plan.

5. Change of Control. Notwithstanding any other provision of this Agreement, the Restricted Share Units shall be subject to the Change of Control provisions set forth in Article XIV of the Plan.

6. Taxes. The Participant acknowledges and agrees, as a condition of this grant, upon settlement of the Restricted Share Units, or as of any other date on which the value of any Restricted Share Units otherwise becomes includible in the Participant's gross income for tax purposes and/or social security purposes, that the Participant will pay all applicable federal, state or local withholding taxes required by law to be withheld in respect of the Restricted Share Units by the sale of Shares underlying the Restricted Share Units in an amount reasonably determined by the Company to be sufficient to satisfy (i) such withholding taxes and (ii) if required under Applicable Law, payment of NIS 1.75 for each Share issued pursuant to the Restricted Share Units (par value), and to deliver proceeds from such sale to the Company in payment of the foregoing. The Participant is responsible for providing to the selected broker all applicable forms necessary to facilitate this transaction. In addition, the Company may deduct from payments of any kind otherwise due to the Participant all applicable withholding taxes in respect of these Restricted Share Units or the Shares underlying the Restricted Share Units and, if required under Applicable Law, payment of NIS 1.75 for each Share issued pursuant to the Restricted Share Units (par value). The Company or an Affiliate may, in the discretion of the Committee, provide for alternative arrangements to satisfy applicable tax withholding requirements in accordance with Article XVI of the Plan. Regardless of any action the Company or any Affiliate takes with respect to any or all tax withholding (including any social security contributions) obligations, the Participant acknowledges that the ultimate liability for all such taxes is and remains the Participant's responsibility, and that the Company does not: (i) make any representations or undertakings regarding the treatment of any tax withholding in connection with any aspect of the Restricted Share Units, including the grant or vesting thereof, the subsequent sale of Shares and the receipt of any dividends; or (ii) commit to structure the terms of the Restricted Share Units or any aspect of the Restricted Share Units to reduce or eliminate the Participant's liability for such tax. The Participant further acknowledges and represents to the Company that, as of the date hereof, the Participant is not aware of any material nonpublic information about the Company or the Shares, and that the Participant is entering into this Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1(c) promulgated under the Exchange Act. Notwithstanding anything to the contrary in Article XVI of the Plan, and solely with respect to Awards granted under Section 102 to Israeli Participants, any tax consequences arising from the grant, vesting, exercise, sale or transfer of any Award, from the payment for Shares covered thereby, or from any other event or act (of the Company, its Affiliates, the Trustee or the Israeli Participant) in connection with such Awards, shall be borne solely by the Israeli Participant in accordance with the provisions of Section 102 of the Ordinance. The Company, its Affiliates and the Trustee shall withhold taxes as required under Applicable Law, including by way of withholding at source. Furthermore, the Israeli Participant agrees to indemnify and hold harmless the Company, its Affiliates and the Trustee from and against any and all liability for any such tax, interest, penalty or indensation thereon, including, without limitation, liabilities relating to any requirement to withhold, or to have withheld, any such tax from any payment made to the Israeli Participant.

7. No Rights as a Shareholder Prior to Issuance of Shares. Neither the Participant nor any other person shall become the beneficial owner of the Shares underlying the Restricted Share Units, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until and after such Shares, if any, have been actually issued to the Participant and transferred on the books and records of the Company or its agent in accordance with the terms of the Plan and this Agreement.

8. Nontransferability. The Restricted Share Units shall not be transferable otherwise than by will or the laws of descent and distribution, and is exercisable, during the lifetime of the Participant, only by the Participant; *provided, however*, that (a) the Restricted Share Units may be exercised after the Participant's death by the beneficiary most recently named by the Participant in a written designation thereof filed by the Participant with the Company in accordance with Article XII of the Plan (subject to the provisions of Section 102 of the Ordinance as defined below), and (b) the Committee may, in its discretion, permit the Restricted Share Units to be transferred during the Participant's lifetime subject to Article XII of the Plan. No transfer of the Restricted Share Units by will or the laws of descent and distribution, or otherwise, shall be effective to bind the Company unless the Committee is furnished with (as applicable) (i) written notice thereof and with a copy of the will or such evidence as the Committee may deem necessary to establish the validity of the transfer, and (ii) an agreement by the transferee to comply with all the terms and conditions of the Restricted Share Units that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Restricted Share Units.

9. Section 102 of the Israeli Income Tax Ordinance and its Rules. This Agreement is subject to the provisions of Section 102 of the Income Tax Ordinance [New Version], 5761-1961 (“**Section 102**” and the “**Ordinance**,” respectively), as well as the Income Tax Rules (Tax Relief in Issuance of Shares to Employees), 5743-2003 (the “**Rules**”), promulgated thereunder.

Accordingly, the Company elected the Capital Gains Track in Section 102(b)(2) of the Ordinance (the “**102 Capital Gains Track**”) for the purpose of the taxation of Participant income from the RSUs. In general, taxable income that should be attributed to the Participant as a result of the grant of the RSUs will be tax-free on the date of grant, but will be taxed on the sale of Shares issued upon vesting of the RSUs (*i.e.* the Shares) or transfer of the Shares from the Trustee (a “**Transfer**”). In accordance with the 102 Capital Gains Track, if the RSUs or the Shares are held in trust by the Trustee for the applicable period of time (see below), currently two years from the date of grant of the RSUs (subject to its timely deposit with a Trustee) (the “**Holding Period**”), gains derived from the sale of Shares shall be classified as capital gains and taxed at a rate of only 25%.

At the time of sale of the Shares or a Transfer, the Participant shall be subject to tax, which will be calculated, in general, according to the difference between (a) the market price (or the actual sale price) of the Shares at such time, and (b) the consideration paid upon vesting, if at all. Such tax shall be withheld at source by the Company, in accordance with the provisions of the Rules, and the transfer of Shares to the Participant is conditioned upon the payment of such tax.

The Participant shall not be entitled to sell the Shares or to execute a Transfer, prior to the lapse of the Holding Period. Furthermore, any and all rights issued in respect of the Shares, including bonus shares but excluding cash dividends (“**Rights**”), shall be deposited with the Trustee and held thereby until the lapse of the Holding Period, and such Rights shall be subject to the 102 Capital Gains Track. Notwithstanding the aforesaid, the Participant may sell the Shares or Rights or execute a Transfer prior to the lapse of the Holding Period, provided that tax is withheld at source by the Company (or the Participant’s employer) in accordance with the Rules. In such case, the Participant’s gains shall be classified as ordinary income and he or she shall be subject to tax on such income at marginal tax rates (including “High Income Tax”/Surtax, if applicable) plus social security and national health insurance payment.

Notwithstanding anything to the contrary herein, including the designation under “Type of Award” above, the Company is under no obligation to ensure that the RSUs qualify for any specific tax treatment (such as 102 Capital Gains Track or any other treatment). No representation or commitment is made regarding such qualification, and the Company is not required to take any action to achieve such qualification. If the RSUs do not qualify for a particular tax treatment, the Participant may face adverse tax consequences. By signing below, the Participant acknowledges that the Company, its Affiliates, and their respective employees, directors, officers, and shareholders are not liable for any tax, penalty, interest, or cost incurred by the Participant due to such a determination. Furthermore, none of these parties will have any liability of any kind if, for any reason, an RSUs does not qualify for a specific tax treatment.

Trust. To secure performance of tax law requirements, the RSUs awarded to the Participant according to this Agreement will be held in trust by the Trustee (that was approved for this purpose by the ITA), who shall release it to the Participant only upon full compliance with the legal requirements and the terms of the Plan. For this purpose, a Trust Agreement was signed between the Company and the Trustee, a copy of which is attached hereto as **Appendix B**. The conditions of the Trust Agreement apply to the RSUs awarded to the Participant; thus, the Participant is required to carefully read the provisions of the said Trust Agreement.

PARTICIPANT IS ADVISED TO CONSULT WITH HIS/HER OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING AND EXERCISING HIS/HER RESTRICTED SHARE UNITS OR OF DISPOSING OF HIS/HER SHARES.

10. **No Right to Continued Employment.** Neither the Restricted Share Units nor any terms contained in this Agreement shall confer upon the Participant any rights or claims except in accordance with the express provisions of the Plan and this Agreement and shall not give the Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, or in any particular position or at any particular rate of compensation, nor restrict in any way the right of the Company or any Affiliate, which right is hereby expressly reserved, to modify or terminate the Participant’s employment or service, in each case, at any time for any reason, subject to any legal and contractual conditions. The Participant acknowledges and agrees that any right to lapse of the Period of Restriction is earned only by continuing as an employee of the Company or an Affiliate at the will of the Company or such Affiliate and satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired or being granted the Restricted Share Units hereunder.

11. **The Plan.** By accepting any benefit under this Agreement, the Participant and any person claiming under or through the Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and this Agreement and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan. This Agreement is subject to all the terms, provisions and conditions of the Plan, which are incorporated herein by reference, and to such rules, policies and regulations as may from time to time be adopted by the Committee. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company’s website. A paper copy of the Plan and the prospectus shall be provided to the Participant upon the Participant’s written request to the Company at the address set forth in Section 13 hereof.

12. Compliance with Laws and Regulations.

(a) The Restricted Share Units and the obligation of the Company to deliver any Shares hereunder shall be subject in all respects to (i) all applicable Israeli, United States and state laws, rules and regulations; and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Company shall not deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement if doing so would be contrary to Applicable Law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to the Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) It is intended that any Shares issued hereunder shall have been registered under the Securities Act. If the Participant is an “affiliate” of the Company, as that term is defined in Rule 144 under the Securities Act, the Participant may not sell such Shares received except in compliance with such Rule 144. Certificates representing Shares issued to an “affiliate” of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with federal and state securities laws.

(c) If at any time the Shares are not registered under the Securities Act, or there is no current prospectus in effect under the Securities Act with respect to the Shares, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is acquiring the Shares acquired under this Agreement for the Participant’s own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold; or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

13. Data Protection. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the “Relevant Companies”) may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the “Relevant Information”). By entering into this Agreement, the Participant (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Participant may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Participant shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with Applicable Law.

14. Notices. All notices by the Participant or the Participant's successors or permitted assigns shall be addressed to Lifeward Ltd., 3 Hatnufa St., 6th floor, P.O. Box 161, Yokneam Ilit 2069203, Attention: Chief Financial Officer, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant's address in the Company's records.

For the avoidance of doubt, and specifically for Israeli Participants, any notice to be given to the Company at its registered address in Israel shall also be deemed sufficient.

15. Other Plans. The Participant acknowledges that any income derived from the receipt, vesting or settlement of the Restricted Share Units, or otherwise related to the Restricted Share Units, shall not affect the Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

16. Section 409A. This Agreement and the RSUs are intended to be exempt from Section 409A of the Code and shall be administered and construed in accordance with such intent.

17. Clawback. The Participant acknowledges and agrees that this RSU grant is subject in all respects to the Company's amended and restated policy for recoupment of incentive compensation, as may be amended or restated from time to time (the "**Clawback Policy**"), to the extent applicable. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Clawback Policy) under the Clawback Policy from the Participant shall not be deemed (i) an event giving rise to a right to resign for "good reason," if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Participant or (ii) to constitute a breach of a contract or other arrangement to which the Participant is a party. This Section 17 is a material term of this Agreement.

By the signature of the Participant and the signature of the Company's representative below, the Participant and the Company agree that the RSUs are granted under and governed by (i) this Agreement, (ii) the Plan (including the Sub-Plan for Participants in Israel), a copy of which has been provided to Participant or made available for his/her review, (iii) Section 102(b)(2) of the Ordinance and the Rules promulgated in connection therewith, and (iv) the Trust Agreement, a copy of which has been provided to the Participant or made available for his/her review. Furthermore, by signing below, the Participant agrees that the RSUs shall be issued to the Trustee to hold on the Participant's behalf, pursuant to the terms of the Ordinance, the Rules and the Trust Agreement.

In addition, by his/her signature below, the Participant confirms that he/she is familiar with the terms and provisions of Section 102 of the Ordinance, particularly the 102 Capital Gains Track described in subsection (b)(2) thereof, and agrees that he/she shall not require the Trustee to release the RSUs or Shares to him/her, or to sell the RSUs or Shares to a third party, during the Holding Period, unless permitted to do so by applicable law.

Finally, by signing below, the Participant acknowledges that the Company, its assignees, and successors have no obligation to ensure, and make no representation or commitment, that the Award qualifies or shall qualify for any specific tax treatment, as described in Section 9 above. The Participant undertakes to pay all applicable taxes upon the vesting of the RSUs and/or the transfer or sale of the Shares subject to the RSUs.

[signature page follows]

By: _____

Name: _____

Title: _____

[Name]

Date: _____

Date: _____

Appendix A

The Plan and the Israeli Sub Plan

CALCULATION OF FILING FEE TABLES

S-8

LIFEWARD LTD.

Table 1: Newly Registered and Carry Forward Securities

Line Item Type	Security Type	Security Class Title	Notes	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
<i>Newly Registered Securities</i>									
Fees to be Paid	Equity	Ordinary Shares, par value NIS 1.75 per ordinary share	(1)	Other	1,500,000	\$ 0.61	\$ 915,000.00	0.0001531	\$ 140.09
							Total Offering Amounts:	\$ 915,000.00	140.09
							Total Fees Previously Paid:		
							Total Fee Offsets:		0.00
							Net Fee Due:		<u>\$ 140.09</u>

Offering Note(s)

- (1) 1. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement on Form S-8 shall also cover any additional ordinary shares, par value NIS 1.75 per ordinary share (the "Ordinary Shares"), of Lifeward Ltd. (the "Registrant") that become issuable pursuant to the Lifeward Ltd. 2025 Incentive Compensation Plan (the "2025 Plan") by reason of any stock split, stock dividend or other similar transaction effected without the receipt of consideration which results in an increase in the number of outstanding Ordinary Shares. 2. Represents 1,500,000 Ordinary Shares issuable pursuant to the 2025 Plan. 3. Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and Rule 457(h) of the Securities Act. The proposed maximum offering price per share is calculated on the basis of the average of the high and low prices of the Registrant's Ordinary Shares as reported on the Nasdaq Capital Market on August 20, 2025.