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

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

**For the fiscal year ended
December 31, 2021**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
Date of event requiring this shell company report _____

Commission file number: **000-30324**



RADWARE LTD.

(Exact name of registrant as specified in its charter)

Israel

(Jurisdiction of incorporation or organization)

22 Raoul Wallenberg Street, Tel Aviv 6971917, Israel

(Address of principal executive offices)

**Guy Avidan
Chief Financial Officer**

Tel. +972-3-7668666, Fax: +972-3-7668982

22 Raoul Wallenberg Street, Tel Aviv 6971917, Israel

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class
Ordinary Shares, NIS 0.05 par value per share

Trading Symbol
RDWR

Name of each exchange on which registered
The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report (December 31, 2021):

45,871,957 Ordinary Shares, NIS 0.05 par value per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

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

Large Accelerated Filer
Non-Accelerated Filer

Accelerated Filer
Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

- U.S. GAAP
- International Financial Reporting Standards as issued by the International Accounting Standards Board
- Other

If "Other" has been checked in response to the previous question indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

INTRODUCTION

Unless the context otherwise requires, all references in this annual report to “we,” “us,” “our,” the “Company,” and “Radware” are to Radware Ltd. and its subsidiaries.

When the following terms and abbreviations appear in the text of this annual report, they have the meanings indicated below:

- “Companies Law” or the “Israeli Companies Law” are to the Israeli Companies Law, 5759-1999, as amended;
- “dollars,” “\$” or “US\$” are to U.S. dollars;
- “Nasdaq” is to the Nasdaq Stock Market LLC;
- “NIS” or “shekels” are to New Israeli Shekels.
- “ordinary shares” are to our Ordinary Shares, par value NIS 0.05 per share;
- the “SEC” is to the U.S. Securities and Exchange Commission;
- the “U.S.” is to the United States; and
- “U.S. GAAP” are to generally accepted accounting principles in the United States.

We have registered trademarks for, among others, Radware®; Radware Logo:



®; OnDemand Switch®; Alteon®; APSolute®; LinkProof®; DefensePro®; CID®; SIPDirector®; AppDirector®; AppXcel®; AppXML®; AppWall®; APSolute Insite®; StringMatch Engine®; Web Server Director®; APSolute Vision®; vDirect®; Alteon VA®; AppShape®; FastView®; DefenseFlow®; CyberStack®; Virtual DefensePro®; VADI® (Virtual Application Delivery Infrastructure); ShieldSquare® and the ShieldSquare Logo: **SHIELD SQUARE**®, and we have non-registered trademarks for, among others, ADC-VX™ and Inflight™. Unless the context otherwise indicates, all other trademarks and trade names appearing in this annual report are owned by their respective holders.

Our consolidated financial statements appearing in this annual report are prepared in dollars and in accordance with U.S. GAAP and are audited in accordance with the standards of the Public Company Accounting Oversight Board in the United States.

On April 4, 2022, the exchange rate between the NIS and the dollar, as quoted by the Bank of Israel, was NIS 3.21 to \$1.00. Unless derived from our financial statements or indicated otherwise by the context, statements in this annual report that provide the dollar equivalent of NIS amounts or provide the NIS equivalent of dollar amounts are based on such exchange rate.

Statements made in this annual report concerning the contents of any contract, agreement or other document are summaries of such contracts, agreements or documents and are not complete descriptions of all of their terms. If we filed any of these documents as an exhibit to this annual report or to any registration statement or annual report that we previously filed, you may read the document itself for a complete description of its terms, and the summary included herein is qualified by reference to the full text of the document which is incorporated by reference into this annual report.

Unless otherwise indicated, information contained in this annual report concerning our industry and the markets in which we operate, including our competitive position and market opportunity, is based on information from our own management estimates and research, as well as from industry and general publications and research, surveys and studies conducted by third parties. Management estimates are derived from publicly available information, our knowledge of our industry and assumptions based on such information and knowledge, which we believe to be reasonable. Our management estimates have not been verified by any independent source, and we have not independently verified any third-party information. In addition, assumptions and estimates of our and our industry's future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in Item 3.D "Risk Factors" below.

**CAUTIONARY STATEMENT REGARDING
FORWARD-LOOKING STATEMENTS**

Except for the historical information contained herein, the statements contained in this annual report are forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995 and other federal securities laws with respect to our business, financial condition and results of operations. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including all the risks discussed in "Risk Factors" and elsewhere in this annual report.

We urge you to consider that statements which use the terms "believe," "do not believe," "expect," "plan," "intend," "estimate," "anticipate," and similar expressions are intended to identify forward-looking statements. Such forward-looking statements appear in Item 3.D "Risk Factors," Item 4 "Information on the Company," and Item 5 "Operating and Financial Review and Prospects" as well as elsewhere in this annual report. These statements reflect our current views with respect to future events, are based on assumptions and are subject to risks and uncertainties, including those discussed under Item 3.D "Risk Factors" and in our other filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Except as required by applicable law, including the securities laws of the United States, we do not intend to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Table of Contents

<u>PART I</u>		8
<u>ITEM 1.</u>	<u>Identity of Directors, Senior Management and Advisers</u>	8
<u>ITEM 2.</u>	<u>Offer Statistics and Expected Timetable</u>	8
<u>ITEM 3.</u>	<u>Key Information</u>	9
A.	[Reserved]	9
B.	Capitalization and Indebtedness	9
C.	Reasons for the Offer and Use of Proceeds	9
D.	Risk Factors	9
<u>ITEM 4.</u>	<u>Information on the Company</u>	38
A.	History and Development of the Company	38
B.	Business Overview	39
C.	Organizational Structure	58
D.	Property, Plants and Equipment	60
<u>ITEM 4A.</u>	<u>UNRESOLVED STAFF COMMENTS</u>	60
<u>ITEM 5.</u>	<u>OPERATING AND FINANCIAL REVIEW AND PROSPECTS</u>	61
A.	Operating Results	61
B.	Liquidity and Capital Resources	71
C.	Research and Development, Patents and Licenses, etc.	75
D.	Trend Information	75
E.	Critical Accounting Estimates	79
<u>ITEM 6.</u>	<u>Directors, Senior Management and Employees</u>	83
A.	Directors and Senior Management	83
B.	Compensation	87
C.	Board Practices	91
D.	Employees	95
E.	Share Ownership	96
<u>ITEM 7.</u>	<u>Major Shareholders and Related Party Transactions</u>	100
A.	Major Shareholders	100
B.	Related Party Transactions	102
C.	Interests of Experts and Counsel	106
<u>ITEM 8.</u>	<u>Financial Information</u>	107
A.	Consolidated Statements and other Financial Information	107
B.	Significant Changes	107

<u>ITEM 9.</u>	<u>The Offer and Listing</u>	108
A.	Offer and Listing Details	108
B.	Plan of Distribution	108
C.	Markets	108
D.	Selling Shareholders	108
E.	Dilution	108
F.	Expenses of the Issue	108
<u>ITEM 10.</u>	<u>Additional information</u>	109
A.	Share Capital	109
B.	Memorandum and Articles of Association	109
C.	Material Contracts	109
D.	Exchange Controls	109
E.	Taxation	109
F.	Dividends and Paying Agents	124
G.	Statement by Experts	124
H.	Documents on Display	124
I.	Subsidiary Information	124
<u>ITEM 11.</u>	<u>Quantitative and Qualitative Disclosures about Market Risk</u>	125
<u>ITEM 12.</u>	<u>Description of Securities other than Equity Securities</u>	127
<u>PART II</u>		128
<u>ITEM 13.</u>	<u>Defaults, Dividend Arrearages and Delinquencies</u>	128
<u>ITEM 14.</u>	<u>Material Modifications to the Rights of Security Holders and Use of Proceeds</u>	128
<u>ITEM 15.</u>	<u>Controls and Procedures</u>	128
<u>ITEM 16.</u>	<u>RESERVED</u>	129
<u>ITEM 16A.</u>	<u>Audit Committee Financial Expert</u>	130
<u>ITEM 16B.</u>	<u>Code of Ethics</u>	130
<u>ITEM 16C.</u>	<u>Principal Accountant Fees and Services</u>	130
<u>ITEM 16D.</u>	<u>Exemptions from the Listing Standards for Audit Committees</u>	131
<u>ITEM 16E.</u>	<u>Purchases of Equity Securities by the Issuer and Affiliated Purchasers</u>	132
<u>ITEM 16F.</u>	<u>Change in Registrant's Certifying Accountant</u>	132
<u>ITEM 16G.</u>	<u>Corporate Governance</u>	133
<u>ITEM 16H.</u>	<u>Mine Safety Disclosure</u>	133
<u>PART III</u>		134
<u>ITEM 17.</u>	<u>Financial Statements</u>	134
<u>ITEM 18.</u>	<u>Financial Statements</u>	134
<u>ITEM 19.</u>	<u>Exhibits</u>	134
<u>SIGNATURE</u>		136

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

You should carefully consider the following risks before deciding to purchase, hold or sell our ordinary shares. Our business, operating results and financial condition could be seriously harmed due to any of the following risks. The following risks are not the only risk factors facing our Company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business. The trading price of our ordinary shares could decline due to any of these risks. You should also refer to the other information contained or incorporated by reference in this annual report, before making any investment decision regarding our Company.

Summary of Risk Factors

The following constitutes a summary of the material risks relevant to an investment in our Company:

Risks Related to Our Business and Our Industry

- Changing or severe global economic conditions could have a material adverse effect on our results of operations.
- We depend upon independent distributors to sell our solutions to customers. If our distributors do not succeed in selling our products and services, we may not be able to operate profitably.
- We must manage our anticipated growth effectively in order to remain profitable.
- The COVID-19 pandemic has impacted and may continue to impact our business, operating results and financial condition.
- A shortage of components or manufacturing capacity could cause a delay in our ability to fulfill orders or increase our manufacturing costs.
- We rely on a few vendors to provide our hardware platforms and components for the manufacture of our products.

- Our success depends on our ability to attract, train and retain highly qualified personnel.
- Competition in the market for cyber security and application delivery solutions and in our industry in general is intense. If we are unable to compete effectively, we may lose market share, and we may be unable to maintain profitability.
- We must develop new solutions and enhance existing solutions to remain competitive.
- Our reputation and business could be harmed based on real or perceived shortcomings, defects or vulnerabilities in our solutions or if our end-users experience security breaches, which could have a material adverse effect on our business, reputation and operating results.
- As a security provider, if our internal network system is compromised by cyber-attackers or other malicious actors, or by a critical system failure, our reputation, financial condition and operating results could be materially adversely affected.
- Outages, interruptions or delays in hosting services could impair the delivery of our cloud-based security services and harm our business.
- Our global operations may expose us to additional risks.
- We have incurred net losses in the past and may incur losses in the future.
- A slowdown in the growth of the cyber security and application delivery solutions market would reduce our addressable market and solutions sales.
- If the market for our cloud-based solutions does not continue to develop and grow, we may incur capital and operation losses.
- Our solutions may have long sales cycles, which may reduce the predictability of our financial performance.
- We may pursue acquisitions or other investments that could disrupt our business and harm our financial condition.
- Our business in countries with a history of corruption and transactions with foreign governments increases the risks associated with our international activities.
- Currency exchange rates and fluctuations of exchange rates could have a material adverse effect on our results of operations.
- Undetected defects and errors may increase our costs and impair the market acceptance of our products.

- Our business and operating results could suffer if third parties infringe upon our proprietary technology.
- Our products may infringe on the intellectual property rights of others.
- Laws, regulations and industry standards affecting our business are evolving, and unfavorable changes could harm our business.
- Some of our solutions contain “open source” and third-party software, and any failure to comply with the terms of one or more of these open source and third-party software licenses could negatively affect our business.
- An increasing amount of intangible assets and goodwill on our books may in the future lead to significant impairment charges.
- Additional tax liabilities, including due to tax positions we took, could materially adversely affect our results of operations and financial condition.
- The adoption of tax reforms and the enactment of additional legislation changing the United States’ taxation of international business activities could materially impact our financial position and results of operations.
- If we are unable to realize our investment objectives, our financial condition and results of operations may be adversely affected.
- We rely on information systems to conduct our businesses, and failure to protect these systems against security breaches and otherwise to implement, integrate, upgrade and maintain such systems in working order could have a material adverse effect on our results of operations, cash flows or financial condition.
- Major disruptions or deficiencies of our information systems could disrupt our operations and cause unanticipated increases in our costs.
- Our business may be affected by sanctions, export controls and similar measures targeting Russia and other countries and territories as well as other responses to Russia’s military conflict in Ukraine, including indefinite suspension of operations in Russia and dealings with Russian entities by many multi-national businesses across a variety of industries.

Risks Related to the Market for Our Ordinary Shares

- Yehuda Zisapel, our chairman of the board, Nava Zisapel, and Roy Zisapel, our President, Chief Executive Officer and director, may exert significant influence in the election of our directors and over the outcome of other matters requiring shareholder approval.
- Provisions of our Articles of Association and Israeli law as well as the terms of our equity incentive plan could delay, prevent or make a change of control of us more difficult or costly, which could depress the price of our ordinary shares.

- Our share price has been volatile in the past and may be subject to volatility in the future.
- If we are characterized as a passive foreign investment company, our U.S. shareholders may suffer adverse tax consequences.
- If a U.S. person is treated as owning at least 10% of our ordinary shares, such holder may be subject to adverse U.S. federal income tax consequences.

Risks Related to Operations in Israel

- Political, economic and military instability in the Middle East or Israel may harm our business.
- The tax benefits we may receive in connection with our preferred enterprise program require us to satisfy prescribed conditions and may be terminated or reduced in the future. This would increase taxes and decrease our net profit.
- We have obtained benefits from the Israeli Innovation Authority, that subject us to ongoing restrictions.
- It may be difficult to enforce a U.S. judgment against us or our officers and directors and to assert U.S. securities laws claims in Israel.
- Your rights and responsibilities as a shareholder will be governed by Israeli law, which may differ in some respects from the rights and responsibilities of shareholders of U.S. companies.

Risks Related to Our Business and Our Industry

Changing or severe global economic conditions could have a material adverse effect on our results of operations.

Our business is affected by global economic conditions, uncertainties and downturns, including as a result of the war in Ukraine (see the risk factor below titled “Our business may be affected by sanctions, export controls and similar measures targeting Russia and other countries and territories as well as other responses to Russia’s military conflict in Ukraine, including indefinite suspension of operations in Russia and dealings with Russian entities by many multi-national businesses across a variety of industries”), the tensions between China and Taiwan and the COVID-19 pandemic, which may impact current and anticipated market demand for our solutions. Uncertainties about current global economic conditions continue to pose a risk as customers may postpone or reduce demand and spending in response to such uncertainties. This could result in, among other things, a reduction in our revenues or a failure to achieve anticipated revenue growth, longer sales cycles, and slower adoption of new technologies as well as downward pressure on the price of our solutions. Each of the above scenarios could have a material adverse effect on our business, operating results and financial condition.

We depend upon independent distributors to sell our solutions to customers. If our distributors do not succeed in selling our products and services, we may not be able to operate profitably.

Our growth strategy depends upon, among other things, increasing sales of our solutions, both directly and indirectly through our different distribution channels. We sell our solutions primarily to independent distributors, including value added resellers (VARs), original equipment manufacturers (OEMs) and global system integrators (GSIs), and are highly dependent upon these distributors' active marketing and sales efforts. Our distribution agreements with our distributors generally are non-exclusive, ranging in duration with no renewal obligation on the part of our distributors. Our distribution agreements also typically do not prevent our distributors from selling products and services of our competitors and do not contain minimum sales or marketing performance requirements. As a result, our distributors may give higher priority to products and services of our competitors or their own products, thereby reducing their efforts to sell our products and services. In addition, we may not be able to maintain our existing distribution relationships, and we may not be successful in replacing them on a timely basis, or at all. We may also need to develop new distribution channels for new products and services, and we may not succeed in doing so. Any changes in our distributor relationships or distribution channels, including a termination or other disruption of our commercial relationship with our distributors or our inability to establish distribution channels for new products and services, could impair our ability to sell our products and services and have a material adverse effect on our business, financial condition and results of operations.

We must manage our anticipated growth effectively in order to remain profitable.

We have actively expanded our operations in the past and may continue to expand them in the future in order to gain market share in the evolving market for cyber security and application delivery solutions. This expansion has required, and may continue to require, managerial, operational and financial resources.

In some cases, we may choose to increase our cost of operations at the expense of our short-term profitability in order to support future expansion and growth. We cannot assure you that we will continue to expand our operations successfully. If we are unable to manage our expanding operations effectively, our revenues may not increase or may decline, our cost of operations may increase and we may not be profitable.

The COVID-19 pandemic has impacted and may continue to impact our business, operating results and financial condition.

The COVID-19 pandemic has resulted in a widespread health crisis that has adversely affected businesses, economies and financial markets worldwide, placed constraints on the operations of businesses, caused disruptions in global supply chains, and decreased consumer mobility and activity. Our business has been affected in various ways, including in our sales and marketing, our supply chain and our employees.

For example, the COVID-19 pandemic has caused companies to shift working arrangements to feature remote access and working from home, and, as a result, required some of our customers to invest in enabling and securing such remote access, resulting in an increased demand for our solutions that offset some of the negative impacts of COVID-19 described in this annual report. There is no guarantee that any increased investments by our customers will continue after the COVID-19 pandemic subsides. At the same time, the COVID-19 pandemic has negatively impacted our business by causing some delays in purchasing decisions by some of our customers, and some difficulties in acquiring new customers given travel limitations and limits on in-person interactions with our customers and prospective customers, as well as some disruptions in our supply chain and delivery of products to customers. For example, circumstances related to the COVID-19 pandemic have triggered disruptions in global supply chains and interruptions and delays involving freight carriers that, in turn, have caused difficulties in timely obtaining components from our suppliers, as well as transportation of our products after manufacture to our customers.

The extent to which COVID-19 will continue to impact our business, financial condition or results of operations, will depend on future developments, which are uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions to contain COVID-19 or treat its impact, among others.

A shortage of components or manufacturing capacity could cause a delay in our ability to fulfill orders or increase our manufacturing costs.

Our ability to meet customer demands depends in part on our ability to obtain timely deliveries of parts from our suppliers and contract manufacturers. We cannot assure you that we will not encounter supply and fulfillment issues in the future and certain components are presently available to us only from limited sources (see the risk factor below titled “We rely on a few vendors to provide our hardware platforms and components for the manufacture of our products” and the discussion under Item 4.B “Business Overview—Manufacturing and Suppliers”). We may not be able to diversify sources in a timely and cost-effective manner, which could harm our ability to deliver products to customers and adversely impact present and future sales and profitability.

We may experience a shortage of certain component parts as a result of our own manufacturing issues, manufacturing issues at our suppliers or contract manufacturers, capacity problems or transportation and freight carriers issues experienced by our suppliers or contract manufacturers, or strong demand in the industry for those parts, especially if there is growth in the overall economy. If there is growth in the economy, such growth is likely to create greater pressures on us and our suppliers to accurately project overall component demand and component demands within specific product categories and to establish optimal component levels. If shortages or delays persist, such as due to the worldwide chipset shortage, the price of these components may increase, or the components may not be available at all.

We may also encounter shortages if we do not accurately anticipate our needs. We may not be able to secure enough components at reasonable prices or of acceptable quality to build new products in a timely manner in the quantities or configurations needed. Accordingly, our revenues and gross margins could be materially and adversely affected until other sources can be developed.

In addition, our operating results could be materially and adversely affected if we anticipate greater demand than what transpires, and we commit to purchase more components than we actually need. We see this specifically with respect to dated components, which we need to order in large quantities due to manufacturing stoppage. Due to technology advancement, we are required from time to time to make “last buy” type of stock purchases of such dated components for our legacy products.

Any disruption in our supply chain, such as disruptions resulting from failure in telecommunication systems; acts of war, terrorism, cyber-attacks or natural disasters, including major environmental or public health concerns, such as the recent COVID-19 pandemic (see the risk factor above titled “The COVID-19 pandemic has impacted and may continue to impact our business, operating results and financial condition” and the discussion under Item 4.B “Business Overview—Manufacturing and Suppliers”); lack of skilled labor; the disruption of transportation networks; and adverse weather conditions, could have a material adverse effect on our business, financial condition and results of operations.

We rely on a few vendors to provide our hardware platforms and components for the manufacture of our products.

We primarily rely on a few original design manufacturers, or ODMs, for the manufacture and supply of our hardware platforms, with approximately 88% of our direct product costs in 2021 related to these vendors. If we are unable to continue to acquire from these ODMs and/or other components vendors on acceptable terms or should any of these ODMs and/or components vendors cease to supply us with such platforms or components for any reason, we may not be able to identify and integrate an alternative source of supply in a timely fashion or at the same costs. Any transition to one or more alternate manufacturers provider could result in delays, operational problems and increased costs, and may limit our ability to deliver our products to our customers on time during such a transition period, any of which could have a material adverse effect on our business, financial condition and results of operations.

Our success depends on our ability to attract, train and retain highly qualified personnel.

Our products and services require sophisticated technology, marketing and sales expertise. Accordingly, we need highly trained research and development, sales, marketing, technical, customer support, operations and IT personnel. Competition for such qualified personnel, especially in the cyber security domain, is intense. In particular, while there has been intense competition for such qualified personnel in the Israeli high-tech industry historically, the industry experienced record growth and activity in 2021, which contributed to significant levels of employee attrition and is currently facing a severe shortage of skilled human capital, including qualified personnel in the cyber security domain. In addition, while we utilize non-competition agreements with our employees as a means of improving our employee retention, we may be unable to enforce these agreements under applicable laws. In light of the foregoing, we may not be able to hire or retain sufficient personnel to support our business operations or, if we do, we may be required to offer increased compensation to attract such employees, which could have a material adverse effect on our business, financial condition and results of operations.

Competition in the market for cyber security and application delivery solutions and in our industry, in general, is intense. If we are unable to compete effectively, we may lose market share, and we may be unable to maintain profitability.

The cyber security and application delivery solutions marketplace is highly competitive and has very few barriers to entry, particularly in our focus areas. We expect competition to intensify in the future, and we may lose market share if we are unable to compete effectively.

Most of our competitors have greater financial, personnel and other resources than we have, which may limit our ability to effectively compete with them. We expect to continue to face additional competition as new participants enter the market or extend their portfolios into related technologies. Current and future participants may also be able to respond more quickly to new or emerging technologies and changes in customer demands and to devote greater resources to the development, promotion and sale of their products than we can. Larger companies with substantial resources, brand recognition and sales channels may form alliances with or acquire competing cyber security and application delivery solutions and emerge as significant competitors.

Competition may result in lower prices or reduced demand for our solutions and a corresponding reduction in our ability to recover our costs, which may impair our ability to achieve, maintain and increase profitability. Furthermore, the dynamic market environment poses a challenge in predicting market trends and expected growth. We cannot assure you that we will be able to implement our business strategy in a manner that will allow us to be competitive. If any of our competitors offer products or services that are more competitive than ours, we could lose market share and our business, financial condition and results of operations could be materially and adversely affected as a result.

We must develop new solutions and enhance existing solutions to remain competitive.

The market for cyber security and application delivery solutions is characterized by rapid technological changes, driven primarily by accelerated digital transformation including a dramatic increase in work from home initiatives, a rapid shift to online business activity, and increased migration to cloud environments. Such technological changes and transformations are accompanied by, in addition to a rapidly evolving and active cyber threat landscape, changes in application infrastructure tools and increasingly demanding compliance mandates. The challenges we face include:

- increasing throughput, capacity, performance and efficiency of our core products, to cope with growing velocity and complexity of attacks;
- adapting to fundamental changes in our customers' data centers' infrastructure and changes in the locations of applications and data by offering relevant solutions for multi-clouds and hybrid cloud environments;
- offering new solutions to adapt to the changes in applications' deployment frameworks and workflows, microservice based architecture (Kubernetes orchestration), massive usage of Application Programming Interface (API) stacks and new edge delivery technologies in response to the rise of modern applications buildup and delivery requirements;
- adapting to changes in the cyber threat landscape, by extending our security coverage to include cloud-native attacks (cloud access management and workloads), application level attacks, usage of open source third party libraries, encrypted attacks, automated attacks and edge delivery related attacks;
- developing and enhancing our cloud and virtual offerings and expanding our managed security services capabilities to address the industry trend of providing services for the cloud and through the cloud – organically and inorganically; and
- increasing our support offerings to address the industry trend of increased customer reliance on third party-provided or managed information technology services.

In order to meet these challenges and remain competitive in the market, we have introduced, and must continue to introduce, new solutions and enhancements to our existing solutions. Accordingly, our future success will depend, to a substantial extent, on our ability to accurately and timely identify market trends and anticipate changing market requirements and needs; on our ability to invest (including through acquisition of complimentary solutions) in research and development and timely develop, introduce and support relevant and desired new solutions and enhancements; and on our ability to gain market acceptance of our offerings. There can be no assurances that our continued investment in research and development, including associated capital expenditures, will ultimately allow us to remain competitive in our industry or otherwise result in successful solutions that generate expected sales and support our growth. In addition, diversifying our solution portfolio might expose us to direct competition with new players and might require additional investments in the associated sales and marketing practices.

If our research and development efforts do not lead to a corresponding increase in our revenues, if we fail to timely develop and deploy new solutions and enhancements to our existing solutions, or if we fail to gain market acceptance of our new solutions or enhanced solutions, our business, operating results and financial condition could be materially adversely affected.

Our reputation and business could be harmed based on real or perceived shortcomings, defects or vulnerabilities in our solutions or if our end-users experience security breaches, which could have a material adverse effect on our business, reputation and operating results.

Any errors, defects, or misconfigurations could cause our solutions to not meet specifications, be vulnerable to security attacks or fail to secure networks or applications which could negatively impact customer operations and consequently harm our business and reputation. In addition, we may suffer significant adverse publicity and reputational harm if our solutions are associated, or are believed to be associated with, or fail to reasonably protect against, a security attack or a breach at a high-profile customer. Moreover, any actual or perceived cyber-attack, other security breach, exposure or theft of our or our customers' data, regardless of whether the breach or theft is attributable to the failure of our solutions, could:

- adversely affect the market's perception of our security solutions,
- cause current or potential customers to look to our competitors for alternatives,
- require us to expend significant financial resources to analyze, correct or eliminate any vulnerabilities, and
- lead to investigations, litigation, fines and penalties, any of which could have a material adverse effect on our operations, financial condition and reputation.

Cyber-attackers or other malicious actors are increasingly sophisticated, may be state actors or affiliated with organized crime, and may operate large-scale and complex automated attacks. In addition, the techniques they use to access or sabotage networks or applications or to disrupt operations (for example, via ransomware) change frequently and generally are not recognized until launched against a target. As a result, our solutions may be unable to anticipate these techniques and provide timely protection to our end-users' networks or applications, particularly due to the increased use by attackers of tools and techniques that are designed to circumvent security controls, to avoid detection and to remove or obfuscate evidence. In addition, the COVID-19 pandemic has significantly impacted online behavior and the security of businesses and individuals, and we have observed a significant increase in cyberattack activity since the beginning of the pandemic. If we fail to identify and respond to new and increasingly complex methods of attack or to update our solutions to detect or prevent such threats in time to protect our end-users' critical business data, the integrity of our solutions and reputation, as well as our business and operating results, could suffer.

Furthermore, security breaches or defects in our solutions could result in loss or alteration of, or unauthorized access to, customers' data and compromise our customers' networks and applications that are secured by our physical and cloud solutions. If such a security breach results in the disruption or loss of availability, integrity or confidentiality of customers' data, we could incur significant liability to our customers and to businesses or individuals whose information was being handled by our customers, in addition to regulatory agencies. There can be no assurance that limitation of liability, indemnification or other protective provisions that we attempt to include in our contracts would be applicable, enforceable or adequate in connection with a security breach, or would otherwise protect us from any such liabilities or damages with respect to any particular claim

There is no guarantee that our solutions will be free of flaws or vulnerabilities. Our end-users may also misuse our solutions, which could result in vulnerabilities to a breach or theft of business data.

As a security provider, if our internal network system is compromised by cyber-attackers or other malicious actors, or by a critical system failure, our reputation, financial condition and operating results could be materially adversely affected.

We will not succeed with our application and network security solutions unless the marketplace is confident that we provide effective cyber security protection. We provide security solutions, and as a result, we have been and continue to be an attractive target of cyber-attacks and other security incidents, which we have experienced from time to time, that are aimed at our own internal systems and network environment. We are subject to many different types of attacks, including, among others, malware, viruses and attachments to e-mails, web application attacks, e-mails, web application attacks (DDoS) attacks and other disruptive activities of individuals or groups, all of which are designed to impede the performance of our solutions, penetrate our network security or the security of our cloud platform or our internal systems, misappropriate proprietary and other information and/or cause other interruptions to our services. Furthermore, third parties may attempt to illegally induce employees or customers into disclosing our proprietary information or otherwise compromising the security of our internal networks, systems or physical facilities in order to gain access to our data or our customers' data. To date, none of the malicious acts by third parties on our network systems that we have identified has resulted in a material adverse impact to our business or operations. Nonetheless, if we experience an actual or perceived breach of security in our internal systems, it could adversely affect the integrity and market perception of our solutions. Furthermore, the costs to eliminate or address security threats and vulnerabilities before or after a cyber-security incident could be significant.

We rely on third-party service providers to supply physical hosting, cloud environments and specific support technologies in order to deliver and support our security solutions, in addition to internal functions, such as human resources, finance, and electronic communications, all of which are designed to enable us to conduct, monitor and/or protect our business, operations, systems and data assets. Such third-party service providers have from time to time been subject to and continue to be subject to cyber-attacks, malicious actors and other security incidents. While we periodically evaluate the internal security posture of each third-party service provider to determine their level of compliance, we may not be able to detect any breach in the first instance it occurs. These risks may impact the integrity and availability of our solutions and may expose us to legal and reputational liability.

Remediation efforts or system redundancy or other continuity measures may be ineffective or inadequate and could result in interruptions, delays or cessation of service and loss of existing or potential customers. There can be no assurance that limitation of liability, indemnification or other protective provisions in our contracts would be applicable, enforceable or adequate in connection with a security breach, or would otherwise protect us from any such liabilities or damages with respect to any particular claim. Additionally, our professional, product and cyber liability insurance coverages may only cover certain liabilities in connection with a security breach or other security incident and may not adequately cover all liabilities actually incurred, and we cannot assure you that insurance will continue to be available to us on commercially reasonable terms, if at all, or that any insurer will not deny coverage as to any future claim.

In addition, any such security breach could disrupt or impair our ability to operate our business, including our ability to provide maintenance and support services to our customers. If this happens, our revenues could decline and our reputation and business could suffer.

Outages, interruptions or delays in hosting services could impair the delivery of our cloud-based security services and harm our business.

We offer infrastructure that supports our DDoS scrubbing center services, web application firewall (WAF) and bot management cloud-based services. In addition, we provide other services through the cloud, such as Cloud Native Protector (CNP) and Content Delivery Network (CDN). Despite precautions taken within our own internal network and at these third-party facilities, the occurrence of a natural disaster or an act of terrorism or other unanticipated problems could result in lengthy interruptions in our services.

The cloud-based security services that we provide are operated from a network of third-party facilities that host the software and systems that operate these security services. Any damage to, or failure of, or significant disruptions (for example, due to ransomware) to, our internal systems or systems at third-party hosting facilities could result in outages or interruptions in our cloud-based services. Outages or interruptions in our cloud-based security services, whether as a result of impacts to our or our third-party hosting facilities or otherwise, may cause our customers to experience cyber-attacks and to believe that our cloud-based security services are unreliable, cause us to issue credits or pay penalties or damages, cause customers to terminate their subscriptions and adversely affect our reputation and renewal rates and our ability to attract new customers, ultimately harming our business and results of operations.

Our global operations may expose us to additional risks.

We currently offer our solutions in over 80 countries. For the years ended December 31, 2021 and 2020, our sales outside North, Central and South America represented approximately 55% and 54%, respectively, of our total sales. We also rely on third-party service providers around the world to supply physical hosting and cloud environments in order to deliver and support our cloud-based services. Our global business operations involve varying degrees of risk and uncertainty inherent in doing business in so many different jurisdictions. Such risks include, among others, difficulties and costs of staffing and managing foreign operations; the possibility of unfavorable circumstances and additional compliance costs arising from host country laws or regulations, including unexpected changes in the interpretations thereof and reduced protection for intellectual property rights in some countries; partial or total expropriation; export duties and quotas; local tax exposure; economic or political instability, including as a result of insurrection, war, natural disasters, and major environmental or public health concerns, such as the recent COVID-19 pandemic; differences in business practices; recessionary environments in multiple foreign markets; and damage to, or failure of, systems at third-party hosting facilities around the world resulting in outages or interruptions in our cloud-based services. We cannot be certain that the foregoing factors will not have a material adverse effect on our future revenues and, as a result, on our business, operating results and financial condition.

We have incurred net losses in the past and may incur losses in the future.

Although we have been profitable in the past several years, we incurred net losses in the past, such as during 2017 and 2016. Our ability to maintain or increase profitability in the future depends in part on the following factors: the economic health of the global economy, including the potential effects of the COVID-19 pandemic; the rate of growth of, and changes in technology trends in our market and other industries in which we currently or may in the future operate; our ability to develop and manufacture new products and technologies and deliver new solutions in a timely manner; the competitive position of our products and services; the continued acceptance of our solutions by our customers and in the industries that we serve; and our ability to manage expenses. In the future, it may be necessary to undertake cost reduction initiatives to remain profitable, which could lead to a deterioration of our competitive position. Any difficulties that we encounter as we reduce our costs could negatively impact our results of operations and cash flows. Our revenues may not continue to increase or may grow at a lower rate than we have experienced in the past several years or may even decline, which would negatively impact our results of operations and cash flows. We cannot assure you that we will remain profitable.

We may increase our operating expenses in future periods. Our decision to increase operating expenses and the scope of such increases depends upon several factors, including the market situation and the effectiveness of our past expenditures. We may continue to make additional expenditures in anticipation of generating higher revenues, which we may not realize, if at all, until sometime in the future. This could cause reductions in our profitability or lead to losses. Additionally, a failure of any acquisition or product development initiative to produce increased revenues could have a material adverse effect on our operations and profitability.

A slowdown in the growth of the cyber security and application delivery solutions market would reduce our addressable market and solutions sales.

The cyber security and application delivery market in which we operate is rapidly evolving, and we cannot assure you that it will continue to develop and grow. In addition, we cannot assure you that our solutions and technology will keep pace with the changes to this market. Market acceptance of cyber security and application delivery solutions may be inhibited by, among other factors, a lack of anticipated congestion and strain on existing network infrastructures and the availability of alternative solutions. If demand for cyber security and application delivery solutions does not continue to grow, or grows at a slower pace than expected, we may not be able to sell enough of our solutions to maintain or increase our profitability.

If the market for our cloud-based solutions does not continue to develop and grow, we may incur capital and operation losses.

As we continue to expand our cloud-based solution offerings, our investments, both capital and operational, in our cloud business increase. We cannot assure you that sales of our cloud-based solutions will continue to develop and grow. In addition, we cannot assure you that our services and technology will keep pace with the changes in this market. Specifically, the emergence of alternative solutions, such as those offered by Amazon Web Services, Inc. (AWS), Microsoft Azure or Google public cloud, may negatively affect sales of our solutions.

Our solutions may have long sales cycles, which may reduce the predictability of our financial performance.

Our solutions are technologically complex and are typically intended for use in applications that may be critical to the business of our customers. As a result, our pre-sales process can be subject to delays associated with customers' budgetary constraints and lengthy approval and procurement processes. The sales cycles of our solutions to new customers can last for as long as twelve months (and in some cases, for example with carrier customers, even longer) from initial presentation to sale. Long sales cycles result in a delay to our generation of revenue. Long sales cycles also subject us to risks not usually encountered in short sales cycles, including our customers' budgetary constraints and internal acceptance reviews and processes prior to purchase. In addition, orders expected in one quarter could shift to another because of the timing of our customers' procurement decisions. Furthermore, customers may defer orders in anticipation of new solutions or product enhancements introduced by us or by our competitors. These factors complicate our planning processes and reduce the predictability of our financial performance.

We may pursue acquisitions or other investments that could disrupt our business and harm our financial condition.

As part of our business strategy, we may invest in or acquire complimentary businesses, technologies or assets or enter into joint ventures or other strategic relationships with third parties. Past acquisitions have caused, and future acquisitions may cause, us to assume liabilities, incur acquisition-related costs, incur amortization expenses or realize write-offs on assets no longer being used or phased out. In addition, the future valuation of these acquisitions may decrease from the market price paid by us, which could result in the impairment of our goodwill and other intangible assets associated with the relevant acquired assets. Moreover, our operation of any acquired or merged businesses, technologies or assets could involve numerous risks, including:

- post-merger integration problems resulting from the combination of any acquired operations with our own operations or from the combination of two or more operations into a new unified entity;
- diversion of management's attention from our core business;
- substantial expenditures, which could divert funds from other corporate uses;
- entering markets in which we have little or no experience;
- loss of key employees of the acquired operations; and
- known or unknown contingent liabilities, including, but not limited to, tax and litigation costs.

We cannot be certain that any past or future acquisitions or mergers will be successful. If the operation of the business of any future acquisitions or mergers disrupts our operations, our results of operations may be adversely affected, and even if we successfully integrate the acquired business with our own, we may not receive the intended benefits of the acquisition. In addition, our pursuit of potential acquisitions may divert our management's attention from our core business and require considerable cash outlays at the expense of our existing operations, whether or not such transactions are consummated. A failure of any acquisitions or product developments to produce increased revenues could have a material adverse effect on our operations and profitability.

Our business in countries with a history of corruption and transactions with foreign governments increases the risks associated with our international activities.

As we operate and sell internationally, we are subject to the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.K. Bribery Act of 2010 (the "UK Bribery Act" and other laws that prohibit improper payments or offers of payments to foreign governments and their officials and political parties for the purpose of obtaining or retaining business. We have operations, deal with and make sales to governmental customers in countries known to experience corruption, particularly certain emerging countries in Eastern Europe, South and Central America, East Asia, Africa and the Middle East. Our activities in these countries create the risk of unauthorized payments or offers of payments by one of our employees, consultants, channel partners or sales agents that could be in violation of various anti-corruption laws, even though these parties may not be under our control. While we have implemented safeguards to prevent these practices by our employees, consultants, channel partners and sales agents, our existing safeguards and any future improvements may prove to be less than effective, and our employees, consultants, channel partners or sales agents may engage in conduct for which we might be held responsible. Violations of the FCPA, the UK Bribery Act or other anti-corruption laws may result in severe criminal or civil sanctions, including suspension or debarment from government contracting, and we may be subject to other liabilities, which could negatively affect our business, operating results and financial condition.

Currency exchange rates and fluctuations of exchange rates could have a material adverse effect on our results of operations.

We are impacted by exchange rates and fluctuations thereof in a number of ways, including:

- A large portion of our expenses in Israel, principally salaries and related personnel expenses, are paid in NIS, whereas most of our revenues are generated in U.S. dollars. When the U.S. dollar is weak, our foreign currency-denominated expenses will be higher, whereas if the U.S. dollar is strong, our foreign currency-denominated expenses will be lower. If the NIS strengthens against the U.S. dollar, the dollar value of our Israeli expenses will increase and may have a material adverse effect on our business, operating results and financial condition;
- A portion of our international sales are denominated in currencies other than U.S. dollars, such as Euros, thereby exposing us to currency fluctuations in such international sales transactions;
- We incur expenses in several other currencies in connection with our operations in Europe and Asia. Devaluation of the U.S. dollar relative to such local currencies causes our operational expenses to increase; and
- The majority of our international sales are denominated in U.S. dollars. Accordingly, devaluation in the local currencies of our customers relative to the U.S. dollar could cause our customers to decrease orders or default on payment.

We generally do not engage in hedging or other transactions intended to manage risks relating to foreign currency exchange rate fluctuations. Consequently, we are exposed to risks related to changes in currency exchange rates and fluctuations of exchange rates, any of which could have a material adverse effect on our business, financial condition and results of operations. Even if we enter into hedging transactions in the future, they may not effectively protect us from currency exchange rate risks. *For a further discussion of the impact on currency exchange rates on our business, see Item 11 "Quantitative and Qualitative Disclosures About Market Risk."*

Undetected defects and errors may increase our costs and impair the market acceptance of our products.

Our products have occasionally contained, and may in the future contain, undetected defects or errors, especially when first introduced or when new versions are released, due to defects or errors that we fail to detect, including in components supplied to us by third parties. These defects or errors may be found after the commencement of commercial shipments. In addition, because our customers integrate our products into their networks with products from other vendors, it may be difficult to identify the product that has caused the problem in the network. Regardless of the source of these defects or errors, we will then need to divert the attention of our engineering personnel from our product development efforts to detect and correct these errors and defects. In the past, we have not incurred significant warranty or repair costs, nor have we been subject to liability claims for material damages related to product errors or defects, nor have we experienced any material lags or delays as a result thereof. However, we cannot assure you that these costs, liabilities, lags and delays will continue to be immaterial in the future. Any insurance coverage that we maintain may also not provide sufficient protection should a claim be asserted. Moreover, the occurrence of errors and defects, whether caused by our products or the components supplied by another vendor, may result in significant customer relations problems and injure our reputation, thereby impairing the market acceptance of our products.

Our business and operating results could suffer if third parties infringe upon our proprietary technology.

Our success depends, in part, upon the protection of our proprietary software installed in our products, our trade secrets and trademarks. We seek to protect our intellectual property rights through a combination of trademark and patent law, trade secret protection, confidentiality agreements and other contractual arrangements with our employees, affiliates, distributors and others. In the United States and several other countries, we have registered or acquired trademarks. In addition, we have registered patents in the U.S. and other jurisdictions and have pending patent applications and provisional patents in connection with several of our products' features.

The protective steps we have taken may be inadequate to deter infringement upon our intellectual property rights or misappropriation of our proprietary information. We may be unable to detect the unauthorized use of our proprietary technology or take appropriate steps to enforce our intellectual property rights. Effective trademark, patent and trade secret protection may not be available in every country in which we offer, or intend to offer, our products. Failure to adequately protect our intellectual property rights could devalue our proprietary content, impair our ability to compete effectively and eventually harm our operating results. Furthermore, defending our intellectual property rights, either by way of initiating intellectual property litigation or defending such, could result in the expenditure of significant financial and managerial resources. Moreover, any adverse outcome of litigation proceedings, could impact the value of our proprietary technology and have additional significant financial impacts, which may harm our operating results.

Our products may infringe on the intellectual property rights of others.

Third parties may assert claims that we have violated a patent, trademark, copyright or other proprietary intellectual property right belonging to them. As is characteristic of our industry, there can be no assurance that our products do not or will not infringe the proprietary rights of third parties, that third parties will not claim infringement by us with respect to patents or other proprietary rights, or that we would prevail in any such proceedings. We have received in the past, and may receive in the future, communications asserting that the technology used in some of our products requires third-party licenses. Any infringement claims, whether or not meritorious, could result in significant costly litigation or arbitration and divert the attention of technical and management personnel. Any adverse outcome in litigation alleging infringement could require us to develop non-infringing technology or enter into royalty or licensing agreements. If, in such situations, we are unable to obtain licenses on acceptable terms, we may be prevented from manufacturing or selling products that infringe such intellectual property of a third party. An unfavorable outcome or settlement regarding one or more of these matters could have a material adverse effect on our business, reputation and operating results.

Laws, regulations and industry standards affecting our business are evolving, and unfavorable changes could harm our business.

Laws, regulations and industry standards that apply to our business are becoming more prevalent and constantly evolving, particularly in the area of data privacy and cybersecurity. We may be impacted by changes in privacy-related and cybersecurity-related regulations governing the collection, use, retention, sharing and security of personal data that we collect, utilize, or otherwise process from our customers and/or visitors to their websites and others. Complying with a diverse range of privacy and cybersecurity requirements could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business. Any failure, or perceived failure, by us to comply with any privacy or cybersecurity-related laws, government regulations or directives, or industry self-regulatory principles could result in damage to our reputation or proceedings or actions against us by governmental entities or others, which could potentially have an adverse effect on our business.

For example, in the European Economic Area (EEA), we are subject to the General Data Protection Regulation 2016/679 (GDPR) and in the United Kingdom we are subject to the United Kingdom data protection regime consisting primarily of the UK General Data Protection Regulation and the UK Data Protection Act 2018 (UK DP Laws), in each case in relation to our collection, control, processing, sharing, disclosure and other use of data relating to an identifiable living individual (personal data). The GDPR, and national implementing legislation in EEA member states and the United Kingdom, impose a strict data protection compliance regime. Our compliance with GDPR and UK DP Laws, as well as other data privacy and cybersecurity laws around the world, evolving regulations of cloud computing, cross-border data transfer restrictions and other domestic or foreign regulations, has required and will continue to require us to invest significant resources in compliance and compliance-related areas.

Furthermore, laws, regulations and industry standards are subject to constant and, at times, drastic changes that, particularly in the case of industry standards, may arrive with little or no notice, and these could either help or hurt the demand for our solutions. If we are unable to adapt our solutions to changing laws, regulations and industry standards in a timely manner, or if our solutions fail to assist our customers with their compliance initiatives, our customers may lose confidence in our solutions and could switch to competing solutions. Recent legal developments in Europe have created complexity and uncertainty regarding transfers of personal data from the EEA and the United Kingdom to the United States. These recent developments may require us to review and amend the legal mechanisms by which we make and/or receive personal data transfers to or in the U.S. Such legal developments also cause us to look at our operations and review our data flows to ensure we can continue to meet clients' increasing requests for data to remain in-country or in-region. At the same time, if, contrary to this trend, regulations and standards related to cyber security are changed in a manner that makes them less onerous, our customers may view government and industry regulatory compliance as less critical to their businesses, and our customers may purchase fewer of our solutions, or none at all. In either case, our sales and financial results would be negatively impacted and could be materially adversely affected.

Some of our solutions contain "open source" and third-party software, and any failure to comply with the terms of one or more of these open source and third-party software licenses could negatively affect our business.

Some of our products utilize open source technologies. Some open source software licenses require users who distribute or make available as a service open source software as part of their own software product to publicly disclose all or part of the source code of the users' software product or to make available any derivative works of the open source code on unfavorable terms or at no cost. We have established processes to help alleviate these risks, including a review process for screening requests from our development organization for the use of open source software, but we cannot be sure that all open source software is submitted for approval prior to use in our products. In addition, open source license terms may be ambiguous and many of the risks associated with use of open source software cannot be eliminated, and could, if not properly addressed, negatively affect our business. We may face ownership claims from third parties over, or seeking to enforce the license terms applicable to, such open source software, including by demanding the release of the open source software, derivative works or our proprietary source code. Any such requirement to disclose our source code or other confidential information related to our products could materially and adversely affect our competitive position and may adversely impact our business, results of operations and financial condition. In addition, if the license terms for the open source code change, we may be forced to re-engineer our software or incur additional costs.

In addition, some of our solutions include other software or intellectual property licensed from third parties. This exposes us to risks over which we may have little or no control. There can be no assurance that the licenses from such third-party licensors will continue to be available to us on acceptable terms, if at all. In addition, while we believe we are compliant with the terms of our third-party licenses, such licensors may still assert that we are in breach of the terms of a license, which could give such licensors the right to terminate a license or seek damages from us, or both. Our inability to maintain such licenses or the need to engage in litigation regarding these matters, could result in delays in releases of new products, and could otherwise disrupt our business, unless and until equivalent technology can be identified, licensed or developed at substantially the same costs to us.

An increasing amount of intangible assets and goodwill on our books may in the future lead to significant impairment charges.

The amount of goodwill and intangible assets on our consolidated balance sheets was, as of December 31, 2021, approximately \$51.9 million. We regularly review our intangible and tangible assets, including goodwill, for impairment. Goodwill and acquired research and development not yet ready for use are subject to impairment review at least annually. Other intangible assets are reviewed for impairment when there is an indication that impairment may have occurred. Impairment testing has led to, and may in the future lead to, significant additional impairment charges.

Additional tax liabilities, including due to tax positions we took, could materially adversely affect our results of operations and financial condition.

We operate our business in various countries, and we attempt to utilize an efficient operating model to optimize our tax payments based on the laws in the countries in which we operate. This can cause disputes between us and various tax authorities in the countries in which we operate, whether due to tax positions that we have taken in various tax returns we have filed or due to determinations we have made not to file tax returns in certain jurisdictions. In particular, not all of our tax returns are final and may be subject to further audit and assessment by applicable tax authorities. There can be no assurance that the applicable tax authorities will accept our tax positions, and, if they do not, we may be required to pay additional taxes. In the past few years, certain tax authorities who have audited our tax returns have rejected our tax positions, and, while we intend to vigorously maintain our positions, we cannot be sure that our positions will be accepted, and we may end up paying additional taxes, whether as a result of litigation, if instituted, or settlement negotiations. While we have established reserves based on assumptions and estimates that we believe are reasonable to cover such positions, these reserves may prove to be insufficient and as such, our future results may be adversely affected.

In recent years, we have seen changes in tax laws resulting in an increase in applicable tax rates, especially increased liabilities of corporations and limitations on the ability to benefit from strategic tax planning, with these laws particularly focused on international corporations. Such legislative changes in one or more jurisdictions in which we operate may have implications on our tax liability and have a material adverse effect on our results of operations and financial condition. For example, the Organization for Economic Cooperation and Development, or the OECD, an intergovernmental organization that aims to promote the economic and social well-being of people around the world, introduced the base erosion and profit shifting (BEPS) project. The BEPS project contemplates changes to numerous international tax principles, as well as national tax incentives, and these changes, if adopted by individual countries, could adversely affect our provision for income taxes. Countries have only recently begun to translate the BEPS recommendations into specific national tax laws, and it remains difficult to predict with accuracy the magnitude of any impact that such new rules may have on our financial results. The U.S. and Israel, among other countries in which we have operations, are members of the OECD.

The adoption of the tax reform and the enactment of additional legislation changing the United States taxation of international business activities could materially impact our financial position and results of operations.

In December 2017, the Tax Cuts and Jobs Act (the "TCJA") was enacted, which significantly reforms the Code. The TCJA, among other things, includes changes to U.S. federal tax rates, imposes significant additional limitations on the deductibility of certain expenses, restricts the use of net operating loss carryforwards arising after December 31, 2017, and allows for the expensing of capital expenditures.

As part of our compliance with the changes pursuant to the TCJA, we made adjustments to our provision for income taxes in 2017 and other items impacted by the TCJA.

Due to the expansion of our international business activities, any changes in the U.S. taxation of such activities may increase our worldwide effective tax rate, and adversely affect our financial position and results of operations. Further, other foreign governments may enact tax laws in response to the TCJA that could result in further changes to global taxation and materially affect our financial position and results of operations. The impact of the TCJA on holders of our securities remains uncertain. We therefore recommend our shareholders consult with their legal and tax advisors with respect to such legislation and the potential tax consequences.

Additionally, the U.S. presidential administration and members of the U.S. Congress have proposed significant changes in U.S. federal income tax law, regulation and government policy within the United States, which could affect us and our business. For example, these proposals include significant changes to the U.S. federal income taxation of business entities including, among others, an increase in the corporate income tax rate from a fixed 21% to graduated rates of up to 28%, an increase in the tax rate applicable to global intangible low-taxed income and elimination or restriction of certain related exemptions, and the imposition of minimum taxes or surtaxes on certain types of income. These proposals are being considered by U.S. Congress, but the likelihood of these or other changes being enacted or implemented is unclear. We are currently unable to predict whether these or other changes will occur and, if so, the ultimate impact on our business. To the extent that such changes have a negative impact on us, our suppliers or our consumers, including as a result of related uncertainty, these changes may materially and adversely impact our business, financial condition, results of operations and cash flow.

If we are unable to realize our investment objectives, our financial condition and results of operations may be adversely affected.

We maintain substantial balances of cash and liquid investments as strategic assets for purposes of acquisitions and general corporate purposes, including share repurchases. Our cash, cash equivalents, short- and long-term bank deposits and marketable securities totaled \$465.8 million as of December 31, 2021, compared with \$448.8 million as of December 31, 2020. The performance of the capital markets is the primary factor that affects the values of funds that are held in marketable securities. While we believe we have taken a conservative approach in our investments, by investing the majority of our debt marketable securities portfolio at securities that are rated A- or higher, these assets are subject to market fluctuations and various developments, including, without limitation, rating agency downgrades that may impair their value. We expect that market conditions will continue to fluctuate and that the fair value of our investments may be affected accordingly, including, without limitation, by the economic effects of the COVID-19 pandemic.

Financial income is a component of our net income and the outlook for our financial income is dependent, in part, on the future direction of interest rates, exchange rates, the amount of any share repurchases or acquisitions that we make and the amount of cash flows from operations that are available for investment. For example, for the years ended December 31, 2021 and 2020, we had \$4.4 million and \$7.8 million, respectively, of net financial income, that was primarily derived from the value of our investments. The performance of the capital markets affects the values of our funds that are held in marketable securities. These assets are subject to market fluctuations and will yield uncertain returns. Due to certain market developments, including investments' rating downgrades, the fair value of these investments may decline. If market conditions continue to fluctuate, the fair value of our investments may be impacted accordingly. Although our investment guidelines stress diversification and capital preservation, our investments are subject to a variety of risks, including risks related to general economic conditions, interest rate fluctuations and market volatility.

In particular, our investment portfolios include a significant amount of interest rate-sensitive instruments, such as bonds, which, in addition to the inherent risk associated with the debt, may be adversely affected by changes in interest rates. Changes in interest rates and credit quality may also result in fluctuations in the income derived from, or the valuation of, our fixed income securities. Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond our control. For example, benchmark interest rates, such as the U.S. Federal Funds Rate, are currently relatively low, which is likely to significantly impact our investment income. Increases in interest rates will decrease the value of our investments in fixed-income securities. If increases in interest rates occur during periods when we sell investments to satisfy liquidity needs, we may experience investment losses. Conversely, if interest rates decline, reinvested funds will earn less than expected.

In terms of credit risk, our investment portfolio policy is "buy and hold" while minimizing credit risk by setting maximum concentration limit per issuer and credit rating. Our investments consist primarily of government and corporate bonds and bank deposits. Although we believe that we generally adhere to conservative investment guidelines, if turmoil in the financial markets reoccurs in the future, it may result in impairments of the carrying value of our investment assets since we classify our investments in marketable securities as available-for-sale. Changes in the fair value of investments classified as available-for-sale are not recognized as income (loss) during the period, but rather are recognized as a separate component of equity until realized. Realized losses in our investments portfolio may adversely affect our financial position and results. For example, if we had reported all the changes in the fair values of our investments into income (loss), our reported net income would have decreased by \$0.5 million during the year ended December 31, 2021 and would have increased by \$1.5 million during the year ended December 31, 2020. Any significant decline in our financial income or the value of our investments as a result of continued low interest rates, deterioration in the credit worthiness of the securities in which we have invested, general market conditions or other factors, could have an adverse effect on our results of operations and financial condition.

We rely on information systems to conduct our businesses, and failure to protect these systems against security breaches and otherwise to implement, integrate, upgrade and maintain such systems in working order could have a material adverse effect on our results of operations, cash flows or financial condition.

The efficient operation of our businesses depends on our computer hardware and software systems. For instance, we rely on information systems to process customer orders, manage accounts receivable collections, manage accounts payable processes, track costs and operations, maintain client relationships and accumulate financial results. Despite our implementation of industry-accepted security measures and technology, our information systems are vulnerable to, and have been in the past subject to, computer viruses, attempts to insert malicious codes, unauthorized access, phishing efforts, denial-of-service attacks and other cyber-attacks, and we expect to be subject to similar attacks in the future as such attacks become more sophisticated and frequent. A breach of our information systems could result in decreased performance, operational difficulties and increased costs, any of which could have a material adverse effect on our business and operating results.

Major disruptions or deficiencies of our information systems could disrupt our operations and cause unanticipated increases in our costs.

We have invested, and intend to continue to invest, significant capital and human resources in our information systems, including in a project for company-wide sales, operations and services support systems. Any major disruptions or deficiencies in the design and implementation of our information systems, particularly those that impact our operations, could adversely affect our ability to process customer orders, ship products, provide services and support to our customers, bill and track our customers, timely report our financial results and otherwise run our business.

Our business may be affected by sanctions, export controls and similar measures targeting Russia and other countries and territories as well as other responses to Russia's military conflict in Ukraine, including indefinite suspension of operations in Russia and dealings with Russian entities by many multi-national businesses across a variety of industries.

As a result of Russia's military conflict in Ukraine, governmental authorities in the United States, the European Union and the United Kingdom, among others, launched an expansion of coordinated sanctions and export control measures, including:

- blocking sanctions on some of the largest state-owned and private Russian financial institutions (and their subsequent removal from SWIFT);
- blocking sanctions against Russian and Belarusian individuals, including the Russian President, other politicians and those with government connections or involved in Russian military activities;
- blocking sanctions against certain Russian businessmen and their businesses, some of which have significant financial and trade ties to the European Union;
- blocking of Russia's foreign currency reserves and prohibition on secondary trading in Russian sovereign debt and certain transactions with the Russian Central Bank, National Wealth Fund and the Ministry of Finance of the Russian Federation;

- expansion of sectoral sanctions in various sectors of the Russian and Belarusian economies and the defense sector;
- United Kingdom sanctions introducing restrictions on providing loans to, and dealing in securities issued by, persons connected with Russia;
- restrictions on access to the financial and capital markets in the European Union, as well as prohibitions on aircraft leasing operations;
- sanctions prohibiting most commercial activities of U.S. and EU persons in Crimea and Sevastopol;
- enhanced export controls and trade sanctions targeting Russia's imports of technological goods as a whole, including tighter controls on exports and reexports of dual-use items, stricter licensing policy with respect to issuing export licenses, and/or increased use of "end-use" controls to block or impose licensing requirements on exports, as well as higher import tariffs and a prohibition on exporting luxury goods to Russia and Belarus;
- closure of airspace to Russian aircraft; and
- ban on imports of Russian oil, liquefied natural gas and coal to the United States.

As the conflict in Ukraine continues, there can be no certainty regarding whether the governmental authorities in the United States, the European Union, the United Kingdom or other countries will impose additional sanctions, export controls or other measures targeting Russia, Belarus or other territories. Furthermore, in retaliation against new international sanctions and as part of measures to stabilize and support the volatile Russian financial and currency markets, the Russian authorities also imposed significant currency control measures aimed at restricting the outflow of foreign currency and capital from Russia, imposed various restrictions on transacting with non-Russian parties, banned exports of various products and other economic and financial restrictions.

Our business must be conducted in compliance with applicable economic and trade sanctions laws and regulations, including those administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and other relevant governmental authorities. We must be ready to comply with the existing and any other potential additional measures imposed in connection with the conflict in Ukraine. The imposition of such measures could adversely impact our business, including preventing us from performing existing contracts, recognizing revenue, pursuing new business opportunities or receiving payment for products already supplied or services already performed with customers.

In 2021 and 2020, 5% and 3%, respectively, of our total revenues were from sales to customers located in Russia. We continuously review and monitor our contractual relationships with suppliers and customers to establish whether any of them are the target of the applicable sanctions. In the event that we identify a party with which we have a business relationship that is the target of applicable sanctions, we would immediately activate a legal analysis of what gives rise to the business relationship, including any contract, to estimate the most appropriate course of action to comply with the sanction regulations, together with the impact of a contractual termination according to the applicable law, and then proceed as required by the regulatory authorities. However, given the range of possible outcomes, the full costs, burdens, and limitations on our and our customer's and business partners' businesses are currently unknown and may become significant.

Furthermore, even if an entity is not formally subject to sanctions, customers and business partners of such entity may decide to reevaluate or cancel projects with such entity for reputational or other reasons. As result of the ongoing conflict in Ukraine, many U.S. and other multi-national businesses across a variety of industries, including consumer goods and retail, food, energy, finance, media and entertainment, tech, travel and logistics, manufacturing and others, have indefinitely suspended their operations and paused all commercial activities in Russia and Belarus. Depending on the extent and breadth of sanctions, export controls and other measures that may be imposed in connection with the conflict in Ukraine, it is possible that our business, financial condition and results of operations could be materially and adversely affected.

Risks Related to the Market for Our Ordinary Shares

Yehuda Zisapel, our chairman of the board, Nava Zisapel, and Roy Zisapel, our President, Chief Executive Officer and director, may exert significant influence in the election of our directors and over the outcome of other matters requiring shareholder approval.

As of April 4, 2022, Yehuda Zisapel, the Chairman of our Board of Directors, beneficially owned approximately 3.95% of our outstanding ordinary shares; Nava Zisapel, beneficially owned approximately 6.76% of our outstanding ordinary shares; and their son, Roy Zisapel, our President, Chief Executive Officer and director, beneficially owned approximately 3.21% of our outstanding ordinary shares (see Item 6.E “Share Ownership”). As a result, if these shareholders act together, they could exert significant influence on the election of our directors and on decisions by our shareholders on matters submitted to shareholder vote, including mergers, consolidations and the sale of all or substantially all of our assets. This concentration of ownership of our ordinary shares could delay or prevent proxy contests, mergers, tender offers, or other purchases of our ordinary shares that might otherwise give our shareholders the opportunity to realize a premium over the then-prevailing market price for our ordinary shares. This concentration of ownership may also adversely affect our share price.

Provisions of our Articles of Association and Israeli law as well as the terms of our equity incentive plan could delay, prevent or make a change of control of us more difficult or costly, which could depress the price of our ordinary shares.

The provisions in our Articles of Association relating to the election of our directors in three staggered classes, the submission of shareholder proposals for shareholders meetings and the quorum requirement for adjourned shareholder meetings may have the effect of delaying or making an unsolicited acquisition of our Company more difficult. Israeli corporate and tax laws, including the ability of our Board of Directors to adopt a shareholder rights plan without further shareholder approval, may also have the effect of delaying, preventing or making an acquisition of us more difficult. For example, under the Companies Law, upon the request of a creditor of either party to a proposed merger, an Israeli court may delay or prevent the merger if it concludes that there is a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of any of the parties to the merger. In addition, our Key Employee Share Incentive Plan (1997), as amended, or the Share Incentive Plan provides that, in the event of a “Hostile Takeover” (which is defined to include, among others, an unsolicited acquisition of more than 20% of our outstanding shares), the vesting of all or a portion of our outstanding equity awards, including stock options, will accelerate, unless otherwise determined by our Board of Directors (or a committee thereof). As a result, an acquisition of our Company that triggers the said acceleration will be more costly to a potential acquirer. These provisions could cause our ordinary shares to trade at prices below the price for which third parties might be willing to pay to gain control over us. Third parties who are otherwise willing to pay a premium over prevailing market prices to gain control of us may be unwilling to do so because of these provisions.

Our share price has been volatile in the past and may be subject to volatility in the future.

The market price for our ordinary shares, as well as the prices of shares of other technology companies, has been volatile. For example, during 2021 the lowest closing price of our share was \$25.15, compared to the highest closing price of our share of \$41.74 during the same year. The volatility of our share price may have a negative impact on our financial performance as a result of its negative impact on employee retention. Numerous factors, many of which are beyond our control, may cause the market price and trading volume of our ordinary shares to fluctuate significantly and decrease further, including:

- operating results that do not meet forecasts by securities analysts;
- announcements concerning us or our competitors;
- the introduction of new products and new industry standards;
- general market conditions and changes in market conditions in our industry;
- the general state of securities markets (particularly the technology sector);
- political, economic and other developments in the State of Israel, the U.S. and worldwide, including, for example, the recent military conflict in Ukraine and the COVID-19 pandemic; and
- any of the events underlying any of the other risks or uncertainties set forth elsewhere in this annual report actually occurs.

If we are characterized as a passive foreign investment company, our U.S. shareholders may suffer adverse tax consequences.

Generally, if for any taxable year, after applying certain "look through" tax rules, (i) 75% or more of our gross income is passive income, or (ii) at least 50% of the fair market value of our assets, averaged quarterly over our taxable year, are held for the production of, or produce, passive income, we would be characterized as a passive foreign investment company, or PFIC, for U.S. federal income tax purposes. If we are classified as a PFIC, our U.S. shareholders could suffer adverse U.S. tax consequences, including having gain realized on the sale of our ordinary shares treated as ordinary income, as opposed to capital gain income, and having potentially punitive interest charges apply to such gain. Similar rules apply to certain "excess distributions" made with respect to our ordinary shares.

For our taxable year ended December 31, 2021, we do not believe that we should be classified as a PFIC. There can be no assurance, however, that the IRS will not challenge this treatment, and it is possible that the IRS could attempt to treat us as a PFIC for 2021 and prior taxable years. The tests for determining PFIC status are applied annually, and require a factual determination that depends on, among other things, the composition of our income, assets and activities in each taxable year, and can only be made annually after the close of each taxable year. Furthermore, the aggregate value of our gross assets is likely to be determined in part by reference to the trading price of our ordinary shares, which could fluctuate significantly. We have a substantial balance of cash and other liquid investments, which are passive assets for purposes of the PFIC determination. Accordingly, if our market capitalization declines significantly, it may make our classification as a PFIC more likely for the current or future taxable years. Accordingly, there can be no assurance that we will not become a PFIC in future taxable years. U.S. shareholders should consult with their U.S. tax advisors with respect to the U.S. tax consequences of investing in our ordinary shares. For a more detailed discussion of the rules relating to PFICs and related tax consequences, please see the section of this annual report titled Item 10.E “Taxation—United States Federal Income Tax Considerations.”

If a U.S. person is treated as owning at least 10% of our ordinary shares, such holder may be subject to adverse U.S. federal income tax consequences.

Depending upon the aggregate value and voting power of our ordinary shares that U.S. persons are treated as owning (directly, indirectly, or constructively), we could be treated as a controlled foreign corporation (CFC). Additionally, because our group consists of one or more U.S. subsidiaries, certain of our non-U.S. subsidiaries will be treated as CFCs, regardless of whether or not we are treated as a CFC (although there is currently a pending legislative proposal to significantly limit the application of these rules). If a U.S. person is treated as owning (directly, indirectly or constructively) at least 10% of the value or voting power of our ordinary shares, such person may be treated as a “U.S. shareholder” with respect to each CFC in our group (if any), which may subject such person to adverse U.S. federal income tax consequences. Specifically, a U.S. shareholder of a CFC may be required to annually report and include in its U.S. taxable income its pro rata share of each CFC’s “Subpart F income,” “global intangible low-taxed income” and investments in U.S. property, whether or not we make any distributions of profits or income of a CFC to such U.S. shareholder. If you are treated as a U.S. shareholder of a CFC, failure to comply with these reporting obligations may subject you to significant monetary penalties and may prevent the statute of limitations with respect to your U.S. federal income tax return for the year for which reporting was due from starting. Additionally, a U.S. shareholder that is an individual would generally be denied certain tax deductions or indirect foreign tax credits that may otherwise be allowable to a U.S. shareholder that is a U.S. corporation. We cannot provide any assurances that we will assist investors in determining whether we or any of our non-U.S. subsidiaries are treated as CFCs or whether any investor is treated as a U.S. shareholder with respect to any of such CFC, nor do we expect to furnish to any U.S. shareholders information that may be necessary to comply with the aforementioned reporting and tax paying obligations. The United States Internal Revenue Service provided limited guidance on situations in which investors may rely on publicly available alternative information to comply with their reporting and tax paying obligations with respect to foreign-controlled CFCs. U.S. investors should consult their advisors regarding the potential application of these rules to their investment in our ordinary shares.

Risks Related to Operations in Israel

Political, economic and military instability in the Middle East or Israel may harm our business.

We are incorporated under Israeli law, and our principal offices and manufacturing and research and development facilities are located in Israel. In addition, the majority of our key employees, officers and directors are residents of Israel. Accordingly, our operations and financial results could be adversely affected if political, economic or military events curtailed or interrupted trade between Israel and its present trading partners or if major hostilities involving Israel should occur in the Middle East.

Over the past several decades, a number of armed conflicts have taken place between Israel and its Arab neighbors, and a state of hostility and violence, varying in degree and intensity, has existed between Israel and certain other countries or militant groups in the region as well as, since late 2000, between Israel and the Palestinians. These conflicts have strained Israel's relationship with its Arab citizens, Arab countries and, to some extent, with other countries around the world. In addition, Israel faces threats, including cyber threats, from more distant neighbors, such as Iran (which has previously threatened to attack Israel and is believed to have presence in Syria as well as influence over Hamas in Gaza and Hezbollah, a militia and political group operating in Lebanon). This situation may potentially escalate in the future and this instability in the region may affect the global economy and marketplace. We do not believe that the political and security situation has had a material impact on our business to date; however, there can be no assurance that this will be the case for future operations.

Furthermore, some of our directors, officers and employees are, unless exempt, obligated to perform annual military reserve duty, depending upon their age and prior position in the army. They may also be subject to being called to active duty at any time under emergency circumstances. Our operations could be disrupted by the absence, for a significant period, of one or more of these officers or other key employees due to military service, and any disruption in our operations could harm our business. The full impact on our workforce or business if some of our officers and employees are called upon to perform military service, especially in times of national emergency, is difficult to predict.

Our commercial insurance does not cover losses that may occur as a result of events associated with the security situation in the Middle East, such as damages to our facilities resulting in disruption of our operations. Although the Israeli government currently covers the reinstatement value of direct damages that are caused by terrorist attacks or acts of war, we cannot be assured that this government coverage will be maintained or will be adequate in the event we submit a claim. We could be adversely affected by any major hostilities, including acts of terrorism as well as cyber-attacks or any other hostilities involving or threatening Israel, the interruption or curtailment of trade between Israel and its trading partners, a significant downturn in the economic or financial condition of Israel, or a significant increase in the rate of inflation.

Furthermore, some neighboring countries, as well as certain companies, organizations and movements, continue to participate in a boycott of Israeli firms and others doing business with Israel or with Israeli companies. In the past several years, there have been increased efforts by activists to cause companies and consumers to boycott Israeli goods based on Israeli government policies. Similarly, Israeli companies are limited in conducting business with entities from several countries. Restrictive laws, policies or practices directed towards Israel or Israeli businesses could have an adverse impact on our operating results, financial condition or the expansion of our business.

The tax benefits we may receive in connection with our preferred enterprise program require us to satisfy prescribed conditions and may be terminated or reduced in the future. This would increase taxes and decrease our net profit.

We have in the past benefited, and currently benefit, from certain government programs and tax benefits in Israel, including in connection with our preferred enterprise program (see under Item 10.E “Taxation—Israeli Tax Considerations”). To remain eligible to obtain such tax benefits, we must continue to meet certain conditions. If we fail to comply with these conditions in the future, the benefits we receive could be cancelled, and we may have to pay certain taxes. We cannot guarantee that these programs and tax benefits will be continued in the future, at their current levels or at all. If these programs and tax benefits are ended, our tax expenses and the resulting effective tax rate reflected in our financial statements may increase and as such our business, financial condition and results of operations could be materially and adversely affected.

We have obtained benefits from the Israeli Innovation Authority, that subject us to ongoing restrictions.

We have in the past received, and in the future may apply for, royalty-bearing or non-royalty bearing grants from the Israeli Innovation Authority (formerly known as the Office of the Chief Scientist of the Israeli Ministry of Economy and Industry), or the IIA, for research and development programs that meet specified criteria pursuant to the Law for the Encouragement of Research, Development and Technological Innovation in Industry, 1984 (formerly known as the Law for Encouragement of Research and Development in Industry, 1984), and the regulations promulgated thereunder, or the Innovation Law. The terms of the IIA grants limit our ability to manufacture products outside of Israel or to transfer technologies in or outside Israel if such products or technologies were developed using know-how developed with or based upon IIA grants. In addition, a change of control in us and the acquisition of 5% or more of our ordinary shares by a non-Israeli may require notification to the IIA and the provision of an undertaking to comply with the Innovation Law, some of the principal restrictions and penalties of which are the transferability limits described above and elsewhere in this annual report.

It may be difficult to enforce a U.S. judgment against us or our officers and directors and to assert U.S. securities laws claims in Israel.

We are incorporated under the laws of the State of Israel, our corporate headquarters is located in Israel and several of our current officers and directors reside in Israel. Service of process upon us, our Israeli subsidiary, our directors and officers and the Israeli experts, if any, named in this annual report, substantially all of whom reside outside the United States, may be difficult to obtain within the United States. Furthermore, because a majority of our assets and investments, and substantially all of our directors, officers and such Israeli experts are located outside the United States, any judgment obtained in the United States against us or any of them may be difficult to collect within the United States and may not be enforced by an Israeli court.

We have been informed by our legal counsel in Israel that it may also be difficult to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on an alleged violation of U.S. securities laws if they determine that Israel is not the most appropriate forum to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. There is little binding case law in Israel addressing these matters. If U.S. law is found to be applicable, the content of applicable U.S. law must be proven as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law.

Subject to specified time limitations and legal procedures, under the rules of private international law currently prevailing in Israel, Israeli courts may enforce a U.S. judgment in a civil matter, including a judgment based upon the civil liability provisions of the U.S. securities laws as well as a monetary or compensatory judgment in a non-civil matter, provided that the following key conditions are met:

- subject to limited exceptions, the judgment is final and non-appealable;
- the judgment was given by a court competent under the laws of the state of the court and is otherwise enforceable in such state;
- the judgment was rendered by a court competent under the rules of private international law applicable in Israel;
- the laws of the state in which the judgment was given provide for the enforcement of judgments of Israeli courts;
- adequate service of process has been effected and the defendant has had a reasonable opportunity to present his arguments and evidence;
- the judgment is enforceable under the laws of State of Israel and its enforcement is not contrary to the law, public policy, security or sovereignty of the State of Israel;
- the judgment was not obtained by fraud and does not conflict with any other valid judgment in the same matter between the same parties; and
- an action between the same parties in the same matter was not pending in any Israeli court at the time the lawsuit was instituted in the U.S. court.

Your rights and responsibilities as a shareholder will be governed by Israeli law, which may differ in some respects from the rights and responsibilities of shareholders of U.S. companies.

The rights and responsibilities of the holders of our ordinary shares are governed by our amended and restated articles of association and Israeli law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders in typical U.S.-based corporations. For example, a shareholder of an Israeli company has a duty to act in good faith toward the company and other shareholders and to refrain from abusing its power in the company, including, among other things, in voting at the general meeting of shareholders on matters such as amendments to a company's articles of association, increases in a company's authorized share capital, mergers and acquisitions and interested party transactions requiring shareholder approval. In addition, a shareholder who knows that it possesses the power to determine the outcome of a shareholder vote or to appoint or prevent the appointment of a director or executive officer in the company has a duty of fairness toward the company. There is limited case law available to assist us in understanding the implications of these provisions that govern shareholders' actions. These provisions may be interpreted to impose additional obligations and liabilities on holders of our ordinary shares that are not typically imposed on shareholders of U.S. corporations.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

Corporate History and Details

Radware Ltd. was organized in May 1996 as a corporation under the laws of the State of Israel and commenced operations in 1997. Our principal executive offices are located at 22 Raoul Wallenberg Street, Tel-Aviv 6971917, Israel and our telephone number is 972-3-766-8666. Our website address is www.radware.com (information contained on our website is not incorporated herein by reference and shall not constitute part of this annual report).

As of September 1, 1998, we established Radware Inc., our wholly owned subsidiary in the United States (Radware US), which conducts the sales and marketing of our products and services in the Americas and is our authorized representative and agent in the United States. The principal offices of Radware US are located at 575 Corporate Dr., Lobby 2, Mahwah, New Jersey 07430 and its telephone number is 201-512-9771. We also have several other wholly owned subsidiaries world-wide handling primarily local support and promotion activities.

In September 1999, we conducted the initial public offering of our ordinary shares that commenced trading on the Nasdaq.

In the past decade we made several acquisitions, including, most recently, the acquisition of the technology and operations of DC Security Ltd. (previously known as SecurityDAM Ltd. (SecurityDAM)), a related party and a cloud DDoS network operator that supplied us with scrubbing center services used for the provision of our cloud DDoS Protection Service.

Recent Major Business Developments

In February 2022, we announced a strategic initiative to accelerate the growth of our cloud security business, which entails, among other things, the acquisition of the technology and operations of SecurityDAM, growing our innovation center in India, and expanding our cloud service capacity and delivery network. For additional details, see also Item 7.B “Related Party Transactions”.

For recent major product activities, see Item 4.B “Business Overview—Our Solutions” under the captions “Recent Solution Offering Activities” and “Recent Technology Partnerships Activity.”

For a discussion of our capital expenditures and divestitures, see Item 5.B “Liquidity and Capital Resources - Principal Capital Expenditures and Divestitures.”

B. Business Overview

Overview

We are a provider of cyber security and application delivery solutions for cloud, physical, and software defined data centers (SDDC). Our solutions secure the digital experience by providing infrastructure, application, and corporate IT protection and availability services to enterprises globally. Our solutions are deployed by, among others, enterprises, carriers and cloud service providers.

Our solutions are offered in two main categories:

- **Products** – We offer a range of physical products, software products, product subscriptions and cloud-based subscriptions (or a combination of these) for enterprise and carrier data centers, as part of their IT and application infrastructure.
- **Customer Services (Services)** – We offer technical support, professional services, managed services and training and certification to our customers.

Our Solutions

Our Products

Our physical and software products currently consist of the following key products:

- o *DefensePro Attack Mitigation Device.* DefensePro® is a real-time network attack mitigation device that protects the data center and application infrastructure against network and application denial of service, application vulnerability exploitation, network anomalies and other emerging network attacks.
- o *AppWall Web Application Firewall.* AppWall® is our Web Application Firewall (WAF) that is designed to secure the delivery of mission-critical Web applications and APIs for corporate networks and in the cloud. AppWall is an ICSA Labs certified WAF that combines positive and negative security models designed to prevent data theft, manipulation of sensitive corporate and customer information and help achieve Payment Card Industry (PCI) compliance.

- o *Radware Kubernetes WAF.* Radware Kubernetes WAF is a Web Application Firewall solution for CI/CD environments orchestrated by Kubernetes. Our Kubernetes WAF integrates with common software provisioning, testing and visibility tools in the CI/CD pipeline offering both IT security and DevOps personnel detailed insight down to the pod and container levels, and enables organizations to implement application and data security in on-premise and cloud-based implementations.
- o *DefenseFlow Cyber Command and Control Application.* DefenseFlow® is a network-wide cyber command and control application that helps service providers to scale and automate network DDoS attacks response. DefenseFlow acts as a cyber-defense control-plane that collects and analyzes multiple sources of security telemetries and based on this information, applies designated intelligent security actions. DefenseFlow enables service providers to handle large amounts of customers efficiently and with minimal errors.
- o *Alteon® Application Delivery Controller/Load Balancer.* Alteon is our Application Delivery Controller (ADC). It provides advanced, end-to-end local and global load balancing capabilities for web, cloud and mobile-based applications. Designed to guarantee application service level agreement (SLA), Alteon ADC incorporates a set of next-generation services including secure sockets layer (SSL) offloading, HTTP/2.0 Gateway, vision analytics for application performance monitoring Application Performance Monitoring (APM), AppWall Web Application Firewall (WAF), Authentication Gateway, bandwidth management, and SSL inspection security.

We offer Alteon ADC in three different packages (available on each of its models and throughput levels) to address different deployment scenarios and needs:

- *Alteon Deliver.* For applications that require high performance ADCs with advanced layer 4-7 ADC functionality.
 - *Alteon Perform.* For deployments requiring performance optimization, advanced application performance monitoring, global server load balancing, link load balancing and automated/optimized ADC service operation.
 - *Alteon Secure.* For applications that require our most advanced protections, including an embedded Web Application and API Protection (WAAP) module, authentication gateway, bot management, threat intelligence feeds (ERT Security Updates Service, ERT Active Attackers Feed and ERT Location-based Mitigation) and SSL processing from perimeter security devices (with its embedded SSL inspection module).
- o *LinkProof.* LinkProof® is a multi-homing and enterprise gateway solution that allows service level availability and continuous connectivity of enterprise and cloud-based applications. It is an application-aware multi-homing and link load balancing module that delivers 24/7 continuous connectivity and service level assurance, improved performance and cost-effective scalability of bandwidth for corporate and cloud-based applications.

Our product subscriptions currently consist of the following key subscription-based products:

- o *Security Updates Subscription (SUS).* Our Security Update Subscription is a security advisory signature service dedicated to protecting network elements, hosts and applications against the latest security vulnerabilities and threats. The Security Update Subscription delivers weekly, emergency and custom attack signature updates to current subscribers to protect against known attack patterns. The service is available for DefensePro and AppWall products, including AppWall for Alton.
- o *ERT Active Attackers Feed.* Our Emergency Response Team (ERT) Active Attackers Feed (EAAF) is available on top of our security product offering. EAAF offers real-time detection and mitigation of active attacks and infections as they occur. EAAF correlates data from multiple sources — Radware's Global Deception Network, Cloud Security Services customers and the Company's ERT researchers — and automatically generates continuous, validated lists of IPs currently involved in malicious activity related to distributed denial-of-service (DDoS) and web attacks.
- o *ERT Protection Packages.* Our ERT Protection packages bundle our ERT services into two packages: ERT Silver Protection Package and ERT Gold Protection Package. ERT Silver Protection Package consolidates Security Update Subscription (SUS), ERT Active Attackers (EAAF), and Geolocation Protection (GEO) subscriptions. ERT Gold Protection Package includes ERT under Attack Service on top of the ERT Silver Package.
- o *Alton Global Elastic License (GEL).* Alton GEL is a purchasing and deployment subscription that enables a high level of flexibility for ADC services across datacenters, private and public clouds. GEL enables dynamic ADC capacity allocation and the ability to move that capacity across environments, without having to invest separately in a dedicated ADC infrastructure for each and every location where organization's applications are deployed (e.g. on premise, public cloud etc.). This application delivery licensing model helps to eliminate planning risks in the purchase and deployment of ADC services, enabling continuous investment protection of the ADC infrastructure throughout its lifecycle duration.
- o *APSolute Vision.* APSolute Vision is the network management tool and network monitoring tool for the Radware family of cyber security and application delivery solutions. It provides our customers immediate visibility to health, real-time status, performance and security of our products from one central, unified console (even if the customer has multiple data centers). A vision analytics module provides an intuitive, customizable GUI with granular forensic insights into application performance, denial-of-service and web application attacks.
- o *MSSP Portal.* The Managed Security Service Provider (MSSP) Portal is a turnkey, multi-tenant DDoS detection and mitigation service portal. The Portal collects and aggregates security attack measurement and events (including traffic utilization, attack distribution and alerts) and displays them in real-time and historical reports. Our MSSP Portal enables service providers to resell cyber security mitigation services to their customers as a managed service.

Our cloud-based subscriptions offerings currently consist of the following key cloud-based subscriptions:

- o *Cloud DDoS Protection Service.* Our Cloud DDoS Protection Services provide a full range of enterprise-grade DDoS protection services in the cloud. Based on our DDoS protection technology, it aims to offer organizations wide security coverage, accurate detection and short time to protect from today's dynamic and evolving DDoS attacks. We offer a multi-vector DDoS attack detection and mitigation service, handling network-layer attacks, server-based attacks and application-layer DDoS attacks.

Our Cloud DDoS Service is offered in multiple deployment options to meet an organization's specific needs:

- *Always-On Cloud DDoS Protection Service.* This service provides always-on protection where traffic is always routed through Radware's cloud security POPs (Points of Presence) with no on-premises device required for detection and mitigation. This service is mostly suitable for organizations that have applications hosted in the cloud or those that are not able to deploy an on-premise attack mitigation device in their data center.
 - *Always-On Hybrid Cloud DDoS Protection Service.* For companies that place a high premium on the user experience and wish to avoid even the slightest possible downtime as a result of DDoS attacks, this solution enables them to deploy an always-on cloud DDoS protection service together with an on-premise hardware appliance. This helps ensure that services are protected against any type of attack, at all times.
 - *On-Demand Cloud DDoS Protection Service.* This service protects against Internet pipe saturation and is activated when the attack threatens to saturate the organization's Internet pipe. This service is mostly suitable for organizations that are looking for the lowest cost solution and are less sensitive to real-time detection of DDoS attacks.
 - *On-Demand Cloud Hybrid DDoS Protection Service.* This DDoS mitigation solution is mostly suitable for organizations who can deploy our on-premise attack mitigation device DefensePro in their data center. The On-premise DefensePro device detects and mitigates all type on DDoS attacks in real-time. Volumetric DDoS attacks are mitigated in the cloud.
- o *Cloud WAF Service.* Our Cloud WAF Service provides enterprise-grade, continuously adaptive web application and API protection and is based on our ICSA Labs certified web application firewall. Cloud WAF includes full coverage of OWASP Top-10 threats, advanced attacks and zero-day attack protection. It offers dynamic security policies with automatic false positive correction, built-in DDoS protection, integrated bot mitigation and application analytics to simplify security event management by taking massive amounts of alerts and consolidating them into a small, manageable set of user activities.

- o *Bot Manager*: Our Bot Manager is designed to protect web applications, mobile applications and APIs from emerging generations of automated threats (bots) targeting applications and systems, including account takeover, denial of inventory, DDoS, card fraud, web scraping and other OWASP automated threats, and also helps organizations reduce expenses and increase revenue.
- o *Cloud Native Protector (CNP) Service*. Our CNP service provides an agentless cloud-native security solution for applications, workloads and infrastructure hosted on AWS and Microsoft Azure. Our CNP service offers multi-layered protection to reduce risk by continuously verifying compliance against multiple security standards, identifying publicly exposed assets, keeping track of asset inventory with prioritized cross-cloud visibility, fortifying the cloud threat surface with context-aware smart hardening, and providing advanced attack detection and remediation capabilities to stop data theft attempts.

Customer Services

We offer technical support, professional services, managed services and training and certification to our customers. Our key customer services currently consist of the following:

- o *Certainty Support Program*. We offer technical support for all our products through our Certainty Support Program. Certainty support levels include:
 - o *Basic*. This level provides business day access including weekends from 9 a.m. to 5 p.m. (local time) to technical support center services and technical documentation, either via the Web, e-mail or direct phone support during working days. New software releases are available for units covered under the certainty support program.
 - o *Standard*. This level increases access to the technical support center 24/7/365 and adds next business day replacement of failed hardware and waives customer shipping costs.
 - o *Advanced*. This level increases certainty support level standard to four hours' replacement of failed hardware advanced replacement.
- o *Professional Services*. Our professional services group is staffed by a global team of experts possessing extensive knowledge and experience in security and application delivery both in data centers and the cloud. The group offers a full range of services to design, implement, automate and optimize our customer solutions. We offer the following key professional services:
 - o *Design and Planning*. This service plans and designs applications for future growth with Radware engineers. The service starts with a review of business goals, network optimization assessment and overview of application architecture and security requirements to help create a comprehensive deployment plan that is tailored to organizational IT requirements.

- o *Application and Security Optimization Services.* This service analyzes and reviews the current implementation and design and provide recommendations to help optimize the system and achieve business goals.
- o *Resident Engineer.* Our Resident Engineer service is a proactive on-site engineer who performs operations, design and automation activities. From initial deployment to ongoing management and day-to-day operation, our resident engineer decreases the time demands on our customers' staff, allowing them to focus on their core business.
- o *Technical Account Manager.* Our technical account manager (TAM) is a proactive consultant that implements best practices, provides guidance and optimizes networking and application resources.
- o *ERT Service.* Our Emergency Response Team (ERT) is a group of security experts available 24x7 for proactive security support services for customers facing an array of application- and network-layer attacks. These services include:
 - o *ERT Managed Security Service.* Our ERT offers a fully managed application- and network-security service. The service covers a broad range of attack types from different forms of DoS to a variety of application attacks against our customers' servers or data centers. It includes immediate response, onboarding, consulting, remote management and reporting.
 - o *ERT Under Attack Service.* Our ERT under-attack service provides almost immediate response by our security expert. The ERT engineer will take the lead in fighting off attacks and provide postmortem analysis of security events to the customer. The ERT under-attack service is designed to let organizations know there is someone they can rely on in an emergency situation, guaranteeing support throughout the attack life cycle from the moment it begins. The ERT experts assist large enterprises worldwide with complex multi-vector attacks against their networks, data centers and application services.

Recent Solution Offering Activities

During 2021, our key activities regarding our solution offerings consisted of the following:

- We added new capabilities into our DefensePro Attack Mitigator device, including the following:
 - o Keyless SSL Protection, which provides SSL attack detection, characterization, and mitigation without requiring SSL decryption. In addition to Keyless SSL Protection, we began delivering during 2021 additional user options, including Selective Full SSL Protection, which minimizes latency and interruptions to legitimate user sessions by applying decryption only when under attack and only to suspicious sessions. These new capabilities are available on DefensePro and Cloud DDoS Protection services.

- o Quantiles DoS Protection capability that enables service providers and carriers to surgically and automatically mitigate phantom flood attacks and traffic anomalies that historically have gone undetected. The solution automatically divides incoming traffic into segments or quantiles. With this new granular level of detection, service providers and carriers can intercept “lower volume” DDoS flood attacks — also known as phantom floods — that would otherwise escape notice within dynamic high bandwidth networks. For organizations, this automated capability is designed to eliminate the costly and often complex process of extensive manual configuration and ongoing threshold tuning.
- In response to the ever-increasing volume of attacks and strong business demand, we have upgraded our Cloud DDoS Protection Service capacity to absorb DDoS attacks of up to 8Tbps. We also announced the opening of an additional new cloud scrubbing center in Amsterdam, expanding the number of our scrubbing centers to 14, deployed globally.
- We added new capabilities to our Cloud WAF service including: OpenAPI protections, API schema discovery and schema enforcement, help GDPR compliance through source IP encryption, IPv6 based access control lists (ACLs) and rules and integrated a new content delivery network (CDN) service that enables self-service onboarding, cache management and embeds dashboard widgets. We have also continued to expand our Cloud WAF network adding new Cloud WAF PoPs in Amsterdam and Moscow and upgraded our Chennai and Hong Kong PoPs infrastructure.
- We have continued to integrate additional application security features into our Alteon line of ADCs to provide protection in one platform across all environments. Alteon’s new Integrated Application Protection includes a WAF to protect from web-based attacks, Bot Manager to block malicious automated threats, API protection to secure APIs and provide full visibility on API targeted threats, and ERT Active Attackers Feed – real-time data feed of known attackers, identified by Radware’s global network, to allow Alteon to block potential attacks before they occur.
- We continued to add capabilities to our Alteon ADC including support for high availability (HA) in AWS cloud and Azure cloud, server load balancing for HTTP/3 protocol.

Recent Technology Partnerships Activity

During 2021, our key activities regarding our offerings through technology partners and solution providers consisted of the following:

- We continued our investment in the OEM agreement with Israeli-based Check Point Software Technologies Ltd. (Check Point) by opening a demo lab for Check Point powered by Radware solutions: Cloud DDoS Protection and SSL Protection. Check Point sales engineers and Check Point channel partners can demonstrate these solutions to prospects as part of the sales process.

- We partnered with Toronto-based Oncore Cloud Services, Inc., a professional service provider, to resell our cloud security portfolio, with a focus on Radware's Cloud Native Protector.
- We partnered with Netsync Network Solutions, a Houston-based technology solutions and services provider, to help Netsync's enterprise and public sector customers safeguard their AWS workloads with our Cloud Native Protector service. This partnership joins an earlier partnership in 2021 to resell our Cloud DDoS Protection service to State, Local and Education (SLED) agencies in the U.S. as part of Netsync's offerings.
- We partnered with Azion Technologies, Inc. a provider of edge computing in Brazil, to resell our Bot Manager solution into Azion customer base.
- We partnered with Internap Holdings, LLC (INAP), a Virginia-based Radware premier partner and a provider of performance-driven, secure hybrid infrastructure solutions to deploy our Cloud WAF and Cloud DDoS Protection Services to organizations worldwide.
- We extended our partnership with Acantho S.p.A, a telecommunications subsidiary of Italy-based Hera Spa (Hera Group), to provide cloud web application security protection to enterprise customers in Italy. Acantho offers our Cloud WAF service, including Bot Manager, to enterprise customers for enhanced quality of service and application security.

Our Competitive Strengths and Growth Strategies

Our Competitive Strengths

Our solutions incorporate proprietary and innovative cyber security and application delivery technologies that help our customers to secure the digital experience for users of business-critical applications. We believe our competitive strengths are based on several elements, including the following:

- *Innovation, Proprietary Technologies and Thought Leadership.* We are offering innovative solutions in our domain. We were one of the first companies to offer hybrid attack mitigation solutions; behavioral DDoS attacks detection with automated real-time signature creation for attack mitigation; device fingerprinting technology implementation for Bot-based attacks detection; auto-policy generation for our WAF solution; protection against encrypted attacks without opening the sessions for DDOS protection; and artificial intelligence (AI) to detect attacks targeting workloads in public clouds. We believe this has given us significant expertise, know-how and leadership in the market for cyber-attack mitigation solutions and we take part in many technology communities, standard organizations and open source projects. At the same time, we continue to invest in research and development of cyber security and application delivery technologies in order to introduce new and innovative solutions, which are supported and protected by multiple patents and proprietary rights.

- *Automation.* We are offering automated attack detection and mitigation solutions that reduce the total cost of ownership of cyber security solutions, including behavioral analysis technology to detect zero-day DDoS attacks; automated real-time signature creation for DDoS attacks mitigation; intent-based behavioral analysis and machine learning models to detect automated bot attacks; and machine learning (positive security model) to detect zero-day web application attacks.
- *Wide attacks coverage.* Our solutions offer a wide coverage against attacks, including mitigation of all four generations of Bot attacks; negative and positive security models to defend against known (OWASP top-10) and zero-day web application attacks (standard solutions typically cover OWASP top-10 attacks only); advanced DDoS attacks protection such as DNS flood attacks, burst floods, SSL flood attacks and IoT botnets.
- *Industry Awards.* We gained multiple industry awards during 2021, including the following:
 - o Forrester research - The Forrester Wave™: DDoS Mitigation Solutions, Q1 2021 – Leader;
 - o Quadrant Knowledge Solutions - 2021 DoS Mitigation SPARK Matrix - Technology Leader, June 2021;
 - o Gartner Magic Quadrant for Web Application and API Protection (WAAP) - Visionary, September 2021; and
 - o Gartner Peer Insights: “Voice of the Customer”, Web Application Firewalls - Customers’ Choice, January 2021.

We are not responsible for any of these awards or the entities or publications that award them.

Our Growth Strategy

Our growth strategy is based on several key elements:

- *Focus on data center solutions.* We focus on developing and selling holistic cyber security and application delivery solutions for physical, cloud and hybrid data centers and cloud applications.

- *Continue investing in cloud and cyber security.* We aim to offer superior and innovative cyber security solutions and cloud-based solutions and expand our portfolio in these two dimensions. We also invest in go-to-market efforts related to cloud security services and public cloud solutions.
- *Increase our market footprint.* We believe that a significant market opportunity exists to sell our solutions with the complementary products and services provided by other organizations with whom we wish to collaborate. To that end, we have already established strategic relationships with various third parties, including leading global-class partners, such as Cisco, Check Point and Nokia, that provide critical access to certain large customers allowing us to sell our solutions. We intend to further increase our market footprint through collaboration with leading partners.
- *Pursue acquisitions and investments.* In order to achieve our business objectives, we may evaluate and pursue the acquisition of, or significant investments in, other complementary companies, technologies, products and/or businesses that enable us to enhance and increase our technological capabilities and expand our product and service offerings.

Sales and Marketing

Sales. We market and sell our products and services primarily through indirect sales channels that consist of distributors and resellers located in North, Central and South America, Europe, Africa, Asia and Australia. In addition, we generate direct sales to select customers mainly in the United States. Our direct sales channels are supported by our sales and marketing managers who are also responsible for recruiting potential distributors and resellers and for initiating and managing marketing projects in their assigned regions. The sales managers are supported by our internal sales support staff that help generate and qualify leads for the sales managers. As of December 31, 2021, we had a total of 243 sales and marketing personnel. We have subsidiaries and representative offices and branches in several countries (see Item 4.C “Organizational Structure”), to promote and market our products and services and provide customer support in their respective regions.

Marketing. Our marketing strategy is to enhance brand recognition and maintain our reputation as a provider of technologically advanced, quality cyber security and application delivery solutions to help drive demand for our products and services. We seek to build upon our marketing and branding efforts globally to achieve greater worldwide sales and leverage sophisticated digital platforms and activity to scale our presence globally. Our marketing initiatives are principally directed at developing brand awareness, optimizing our digital presence, searchability and awareness, generating qualified leads and providing sales and marketing tools to our distributors/resellers to promote sales. We participate in major trade shows and virtual events, regionally based events/seminars and offer support to our distributors and resellers who participate in these events. We also participate in our partners’ events, such as Cisco Live and Checkpoint Experience, to promote our solutions within their audiences. Additionally, we focus on our customer base to deliver an integrated Customer 360 experience including regular communications, facilitating support and training needs, maximize customer lifetime value and developing customer advocacy. We also invest in online and search engine advertising campaigns, global public relations and regionalized field marketing campaigns. In addition to our independent marketing efforts, we invest in joint marketing efforts with our distributors, OEMs, VARs, GSIs and other companies that have formed strategic alliances with us.

Customers and End-Users

With the exception of our limited direct sales to selected customers, we sell our products and services through distributors or resellers who then sell our products and services to end users.

We have a globally diversified end-user base, consisting of corporate enterprises, including banks, insurance companies, manufacturing, retail companies, media companies, government agencies and utilities, and service providers, such as telecommunication carriers, internet service providers, cloud service providers and application service providers. Customers in these different vertical markets deploy Radware products for availability, performance and security of their applications.

In 2021, approximately 45% of our revenues were in the North, Central and South America (principally in the United States), 34% were in Europe, Middle East and Africa (EMEA) and 21% in Asia-Pacific, compared to 46%, 31% and 23%, respectively, in 2020, and 42%, 30% and 28%, respectively, in 2019. Other than the United States, which accounted for 35% of our total revenues in 2021, no other single country accounted for more than 10% of our revenues for 2021, 2020 and 2019.

In 2021, approximately 58% of our revenues derived from product sales and 42% derived from service sales, compared to 53% and 47% respectively in each of 2020 and 2019. This reflects an increase in our cloud and product subscriptions as well as in our hardware-based products in 2021 as compared to 2020.

In 2021, approximately 73% of our revenues derived from the enterprise market and 27% derived from the carrier market, compared to approximately 71% and 29%, respectively, in 2020 and 68% and 32%, respectively, in 2019.

As of December 31, 2021, 2020 and 2019, no single customer accounted for more than 10% of our revenues.

For additional details regarding the breakdown of our revenues by geographical distribution and by activity, see “Item 5.A– “Operating Results.”

Seasonality

Our quarterly operating results have been, and are likely to continue to be, influenced by seasonal fluctuations in our sales and by seasonal purchasing patterns of some of our customers. In addition, our operating results in the fourth quarter tend to be higher than other quarters as some of our customers tend to make greater capital and operational expenditures as well as expenditures relating to service renewals towards the end of their own fiscal years, thereby increasing orders for our products, support and subscription services in the fourth quarter.

Customer Support Services

Our technical support team, which consisted of 302 employees worldwide as of December 31, 2021, supports our sales force during the sales process, assists our customers, resellers and distributors with the initial installation, set-up and ongoing support of our products, and trains them on how to best use our solutions. The technical support team also assists with service onboarding processes and provides training to end users of our services. In addition, our technical team trains and certifies our distributors and resellers to provide limited technical support in each of the geographical areas in which our products are sold and is directly responsible for remote support. Our Certainty Support Program offerings allow customers to automatically obtain new software versions of their products and obtain optimized performance by purchasing any of the following optional offerings: extended warranty, software updates, 24x7 help-desk (directly to our customers and through our distributors), on-site support and unit replacement. Some of our on-site services are provided by third-party contractors.

Research and Development

We invest in research and development to expand the features of our existing solutions, develop new solutions and features and improve our existing technologies and features. We believe that our future success will depend upon our ability to maintain our technological expertise, enhance our existing solutions and introduce, on a timely basis, new commercially viable solutions that will continue to address the needs of our customers. Accordingly, we intend to continue devoting a significant portion of our personnel and financial resources to research and development. In order to identify market needs and to define appropriate product specifications, as part of the product development process we seek to maintain close relationships with current and potential distributors, customers and vendors in related industry sectors.

As of December 31, 2021, our research and development staff consisted of 365 employees and 68 subcontractors. Research and development activities take place mainly at our facilities in Israel; Bangalore, India; Vancouver, Canada; and North Carolina, United States as well as by our sub-contractor in Bangalore, India. We employ established procedures for the required management, development and quality assurance of our new product developments. Our research and development organization is divided into Application Security, Infrastructure Security, Application Delivery, Management and Control, Cloud Services and Chief Technology Officer group. Within those groups the organization is divided according to our existing product solutions. Each product group is headed by a group leader and includes team leaders and engineers. Each group has a dedicated quality assurance team. In addition, we have an infrastructure department responsible for the development of our platforms which are the basis for all products, serving all product groups, which consist of a senior group leader, group leaders, team leaders, and engineers. The heads of all research and development divisions report to either the Chief Operating Officer or the Chief Technology Officer.

See also below under "Government Regulations – Israeli Innovation Authority."

Manufacturing and Suppliers

Our quality assurance testing, final integration, packaging and shipping operations as well as part of our final assembly activities are primarily performed at our facility in Jerusalem, Israel. All of our products are Underwriters Laboratories (UL) and ISO 9001:2008 compliant and some of them have also achieved industry certifications.

We rely to a large extent on third-party manufacturing vendors to provide our finished products. In this respect, these vendors primarily provide us with manufacturing assembly services in order to deliver the finished goods while we perform the final integration of the products. All components and subassemblies included in our products are supplied to the manufacturing vendors by several suppliers and subcontractors. Each of the manufacturing vendors monitors each stage of the components production process, including the selection of components and subassembly suppliers. Thereafter, each of the manufacturing vendors makes the final assembly in their own facility. Our primary manufacturing vendors are ISO 9001 certified, indicating that each of their manufacturing processes adhere to established quality standards.

We primarily rely on two ODMs to manufacture and to supply our hardware platforms, whereby, in 2021, approximately 62% of our direct product costs were from one of these vendors and 17% were from the other vendor.

We conduct a business continuity plan (BCP) with all our vendors to ensure an immediate recovery in case of crisis that might jeopardize the supply of our products and services. For example, in order to overcome the risk of not meeting the committed SLA to our customers due to importation blocking in different countries associated with the outbreak of the COVID-19 pandemic, we had allocated sufficient inventory that was sent directly from the ODM vendors to worldwide warehouses to be shipped to customers, when needed, at the destination country, rather than being shipped from Israel. In this respect, we have been certified during 2021 for ISO 22301 (Business Continuity Management System). Furthermore, in order to minimize potential delays in product supplies by certain of our ODMs whose lead time had been significantly extended due to the worldwide chipset shortage, we had paid expedite fees to several components manufacturers. However, if we are unable to continue to acquire those platforms or components from these platform manufacturers and vendors on acceptable terms, or should any of these suppliers cease to supply us, on a timely basis, with such platforms or components for any reason, we may not be able to identify and integrate an alternative source of supply in a timely fashion or at the same costs. Any transition to one or more alternate suppliers would likely result in delays, operational problems and increased costs, and may limit our ability to deliver our products to our customers on time for such transition period, although we believe we have levels of inventory that will assist us to transition to alternate suppliers smoothly.

Proprietary Rights

We rely on patent, trademark and trade secret laws, as well as confidentiality agreements and other contractual arrangements with our employees, distributors and others to protect our technology. We have a policy that requires our employees to execute employment agreements, including confidentiality and non-competition provisions.

We have registered trademarks for, among others, Radware®; Radware Logo:



®; OnDemand Switch®; Alteon®; APSolute®; LinkProof®; DefensePro®; CID®; SIPDirector®; AppDirector®; AppXcel®; AppXML®; AppWall®; APSolute Insite®; StringMatch Engine®; Web Server Director®; APSolute Vision®; vDirect®; Alteon VA®; AppShape®; FastView®; DefenseFlow®; CyberStack®; Virtual DefensePro®; VADI® (Virtual Application Delivery Infrastructure); ShieldSquare® and the ShieldSquare Logo: SHIELD SQUARE®; and we have non registered trademarks for, among others, ADC-VX™ and Inflight™. We own registered U.S. copyrights in all of our primary software product lines.

We have registered patents in the United States, Canada and other jurisdictions for, among others, our triangle redirection method used for the global load balancing in our AppDirector product; our mechanism for efficient management and optimization of multiple links used in our LinkProof product; our method for load balancing by global proximity used in our AppDirector product; our method for controlling traffic on links between autonomous Border Gateway Protocol (BGP) systems; the stateful distribution of copied SSL traffic; the transparent inspection of encrypted client traffic; the activation of multiple virtual services on a switching platform; the behavioral analysis and detection of zero-day and DoS network attack patterns; a new method based on Quantiles for network edge DDoS and network anomalies protection in our DefensePro product; our new paraphrase-based algorithm for hypertext transfer protocol (HTTP) and keyless HTTPS attack mitigation behavioral mechanisms in our DefensePro; our domain name service floods behavioral protection; our web and API application protection, including our Bot Manager augmented by the new block-chain based methods for addressing automated threats (for public-facing services) and advanced threats (for private or authenticated services); new AI/ML methods to address and automate analysis of our WAF customer's applications for proactive false-positive and false-negative service tuning, a geographically based traffic distribution; a generic proximity based site selection for global load balancing; an internal hardware connectivity plane architecture; a specific proximity based site selection for global load balancing of HTTP transactions implemented in our Alteon products; and additional patents in the software-defined networking (SDN) field, around a new concept of cyber control and automation for our DefenseFlow product.

We have pending patent applications and provisional patents in connection with several methods and features used in our products or that we plan to implement in the future. These applications may not result in any patent being issued, and, even if issued, the patents may not provide adequate protection against competitive technology and may not be held valid and enforceable if challenged. In addition, other parties may assert rights as inventors of the underlying technologies, which could limit our ability to fully exploit the rights conferred by any patent that we receive. Our competitors may be able to design around a patent we receive, and other parties may obtain patents that we would need to license or circumvent in order to exploit our patents.

The protective steps we have taken may be inadequate to deter misappropriation of our technology and information. We may be unable to detect the unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Some of the countries in which we sell our products do not protect intellectual property to the same extent as the United States and Israel. In addition, our competitors may independently develop technologies that are substantially equivalent or superior to our technology. Any licenses for intellectual property that might be required for our services or products may not be available on reasonable terms.

Competition

The cyber security and application delivery market is highly competitive, and we expect competition to intensify in the future. We may lose market share if we are unable to compete effectively with our competitors, which include equipment manufacturers and service providers.

Our principal competitors are:

- DDoS Mitigation: Akamai Technologies, Inc., or Akamai, Imperva Inc., or Imperva, and Netscout Systems, Inc.
- Web Application Firewalls and Bot Management: Akamai, Imperva, Cloudflare, Inc., F5 Networks, Inc., or F5, and AWS
- Application Delivery: F5, A10 Networks, Inc. and Citrix Systems, Inc.
- Public Cloud Security: Palo Alto Networks, Inc., AWS, Microsoft Azure

We expect to continue to face additional competition as new participants enter the market or extend their portfolios into related technologies. Larger companies with substantial resources, brand recognition and sales channels may also form alliances with or acquire competing providers of application delivery or application and network security solutions and emerge as significant competitors.

We are seeing new types of competitors from within the public cloud providers – as more companies rely on these environments to host their services and applications, these vendors start providing cyber security solutions that are typically fairly basic and customized for their own environment. As we see more and more companies relying on more than one public cloud vendor, we expect to see additional competitors and rapid evolution of solutions and offerings.

An increase in competition may lower prices and reduce demand and margins as well as increase costs associated with sales and marketing to maintain or increase market share; which, in turn, may impair our ability to increase profitability. Furthermore, the dynamic market environment, as illustrated by the above acquisitions, poses a challenge in predicting market trends and expected growth. We believe that our success will depend primarily on our continued ability to provide more technologically advanced and cost-effective application delivery and cyber security solutions; and more responsive customer service and support, than our competitors. However, we cannot assure you that all of the products and services we offer in our portfolio will compete successfully with similar competitor solutions. Furthermore, should competition intensify, we may have to reduce the prices of some of our products and services and, where possible, accelerate investments in delivering advanced innovative solutions which will negatively impact our business and financial condition. See also above under “Business Overview—Our Competitive Strengths and Strategies.”

Government Regulations

Data Privacy and Data Protection Laws

Our activities in the cyber security market require that we comply with laws and regulations in the area of data privacy and data protection governing the collection, use, retention, sharing and security of personal data. For example, the GDPR and UK DP Laws (each as referenced above), include operational requirements for companies that receive or process personal data of residents of the European Union and the UK, and non-compliance will result in significant penalties. Many other countries in which we operate have their own data protection and data security laws that we need to comply with in collecting, utilizing, or otherwise processing personal data from our customers and/or visitors to their websites and others.

Environmental and Security Management Regulations

Our activities in Europe require that we comply with European Union Directives with respect to product quality assurance standards and environmental standards. The “RoHs” and RoHs II Directives require products sold in Europe to meet certain design specifications, which exclude the use of hazardous substances. Directive 2002/96/EC on Waste Electrical and Electronic Equipment (known as the “WEEE” Directive) requires producers of electrical and electronic equipment to register in different European countries and to provide collection and recycling facilities for used products. We believe we are currently in compliance with the RoHs and WEEE regulations, ISO 14001 standards (regarding Environmental Management Systems), ISO/IEC 27001:2013 and ISO 27032: 2012 standards (both in regard to Information Security Management System), ISO 28000 (Supply Chain Security management) and OHSAS 18001:2007 (Occupational Health and Safety Management).

Israeli Innovation Authority

From time to time, eligible participants may receive grants under programs of the IIA. This governmental support is conditioned upon the participant’s ability to comply with certain applicable requirements and conditions specified in the IIA’s programs and the Innovation Law.

Under the Innovation Law, research and development programs that meet specified criteria and are approved by the Research Committee of the IIA are eligible for grants usually of up to 50% of certain approved expenditures of such programs, as determined by said committee.

The Innovation Law provides that know-how developed under an approved research and development program or rights associated with such know-how (1) may not be transferred to third parties in Israel without the approval of the IIA (such approval is not required for the sale or export of any products resulting from such research or development) and (2) may not be transferred to any third parties outside Israel, except in certain special circumstances and subject to the IIA’s prior approval, which approval, if any, may generally be obtained, subject to payment of a transfer fee pursuant to which the grant recipient pays to the IIA a portion of the sale price paid in consideration for such IIA-funded know-how; or a portion of the consideration paid in respect of licensing the IIA-funded know-how, as the case may be (according to certain formulas, which may result in repayment of up to 600% of the grant amounts plus interest). Under certain circumstances, such as in the event that the grant recipient receives know-how from a third party in exchange for its IIA-funded know-how, such transfer fee may not apply.

The Innovation Law imposes reporting requirements with respect to certain changes in the ownership of a grant recipient. The law requires the grant recipient and its controlling shareholders and foreign interested parties to notify the IIA of any change in control of the recipient or a change in the holdings of the means of control of the recipient and requires a non-Israel interested party to undertake to the IIA to comply with the Innovation Law. In addition, the rules of the IIA may require additional information or representations in respect of certain of such events. For this purpose, "control" is defined as the ability to direct the activities of a company other than any ability arising solely from serving as an officer or director of the company. A person is presumed to have control if such person holds 50% or more of the means of control of a company. "Means of control" refers to voting rights or the right to appoint directors or the chief executive officer. An "interested party" of a company includes a holder of 5% or more of its outstanding share capital or voting rights, its chief executive officer and directors, someone who has the right to appoint its chief executive officer or at least one director, and a company with respect to which any of the foregoing interested parties owns 25% or more of the outstanding share capital or voting rights or has the right to appoint 25% or more of the directors. Accordingly, any non-Israeli who acquires 5% or more of our ordinary shares will be required to notify us that it has become an interested party and needs to sign an undertaking to comply with the Innovation Law.

The Israeli authorities have indicated in the past that the government may further reduce or abolish the IIA grants in the future. Even if these grants are maintained, we cannot presently predict what would be the amounts of future grants, if any, that we might receive.

In 2021, 2020 and 2019 we were qualified to participate in three projects funded by the IIA to develop generic technology relevant to the development of our products. We were eligible to receive grants constituting between 30% and 50% of certain research and development expenses relating to these projects. The grants under these projects are not required to be repaid by way of royalties. Research and development grants deducted from research and development expenses, net amounted to \$1.0 million, \$0.9 million and \$0.9 million for the years ended December 31, 2021, 2020 and 2019, respectively.

In addition, during 2021, one of our Israeli subsidiaries received royalty-bearing grants from the IIA for approved research and development project. The grants under this project are required to be repaid based on revenues from the sale of products incorporating know-how developed, in whole or in part with the grants. These grants amounted to \$0.3 million for the year ended December 31, 2021.

Environmental, Social and Governance Matters

At Radware, we aim to help customers protect their critical applications and secure their digital experiences. As we pursue this goal, we recognize our responsibility to ensure our business practices promote socially and environmentally responsible economic growth. In order to promote this corporate responsibility and sustainability approach, we have implemented, and will continue to implement, various Environmental, Social and Governance (ESG) principles and activities into our daily business practices, including those summarized below.

Most recently, in December 2021, we have also released our inaugural ESG Report available www.radware.com/corporategovernance (information contained on our website is not incorporated herein by reference and shall not constitute part of this annual report) so as to expand our ESG-related disclosures on what we have accomplished thus far on this front and what we strive to achieve.

Environmental

We are committed to building a more sustainable world through the products, services and solutions we offer and the way we operate. This means, among other things, that we aim to operate our business in a manner which meets or exceeds all environmental laws and compliance guidelines and striving to improve our environmental performance across the entire supply chain.

While we continue to develop a comprehensive program that recognizes our environmental impact, we have already implemented various activities to measure and foster our environmental commitment, including the following:

- We have implemented key performance indicators (KPIs), which set quantitative reduction goals for the use of water, power and paper;
- We work with our suppliers to maintain compliance with various environmental laws and guidelines, such as RoHS and WEEE in the EU, and adopted our Conflict Minerals Policy available at www.radware.com/corporategovernance/conflictminerals (information contained on our website is not incorporated herein by reference and shall not constitute part of this annual report) which outlines our practices and procedures with respect to responsible sourcing of minerals from conflict-affected and high-risk areas; and
- Our corporate headquarters in Tel Aviv, Israel, as well as our Training rooms in Tel Aviv are designed in the "TED" style to serve as multifunctional work spaces while the operations room utilizes NVX video technology in order to minimize the amount of copper wiring required to function and travels. At our headquarters, we offer EV charging stations to our employees and visitors, and where applicable according to local requirements, we offer recycling and we properly dispose of e-waste.

Social

We believe that the foundation of our success lies in our diverse, engaged and motivated workforce, and we continuously advocate for our team by creating a work environment in which our employees can thrive in the spirit of productivity and development. This means, among other things, that we aim to operate our business in a manner which promotes a work environment that is free of discrimination and harassment and otherwise attend to our employees' wellbeing.

While we continue to develop a comprehensive program that recognizes our social impact, we have already implemented various activities to measure and foster our social commitment, including the following:

- We are an equal-opportunity employer and make employment decisions on the basis of a person's qualifications and our business needs. This is demonstrated by our Human Rights and Labor Standards Policy;
- Our corporate policy maintains zero tolerance for harassment, sexual harassment and discrimination, and it imposes significant consequences for behavior deemed to create a hostile work environment. This is demonstrated by our Code of Conduct and Ethics as well as our Human Rights and Labor Standards Policy;
- We offer an attractive mix of compensation and benefit plans to support our employees and their families' physical, mental, and financial well-being. This includes allowing the majority of our employees to have a direct ownership interest in Radware by participating in our equity-based incentive plans;
- We are committed to maintaining a healthy, safe, and secure work environment that protects our employees and the public from harm. This is demonstrated by the measures we implemented in order to overcome the challenges presented by the COVID-19 pandemic, whereby we implemented a program of global engagement activities that consists of, among other things, improving virtual communication channels; our "going virtual" activities, including new virtual onboarding, virtual learning ramp up, global hackathon, and virtual branding; and wellbeing and employee care activities, in which we supported the wellbeing of each of our employees and their families by providing quarantine packages, holiday deliveries, virtual activities, live shows, talent competitions, and family meal vouchers.

Governance

As part of our sustainable and other ESG operations policies, we aim that our corporate governance and corporate behavior mechanisms align the interest of all our stakeholders. This means, among other things, that we developed and strive to maintain a strong set of corporate values that will inspire ethical behavior across all decision-making processes, and a management and control system to ensure that ethics and security issues are given their due weight.

While we continue to develop a comprehensive program that recognizes our corporate governance and ethical conduct, we have already implemented various activities to measure and foster this commitment, including the following:

- Corporate Governance and Board Practices: Our corporate governance policies and practices are designed to foster effective board oversight in service of the long-term interests of our shareholders. Our Board of Directors consists of seven (7) members, of whom five (5) qualify as "independent directors" under the Nasdaq rules and one (1) is a woman. The Audit and Compensation Committees of our Board of Directors, which are charged with significant functions in our risk oversight and compensation philosophy, respectively, currently consist of four (4) members, all of whom qualify as "independent directors" under the Nasdaq rules and one (1) of whom is a woman. For further details on our corporate governance as well as our board of directors and its committees' roles and practices, see Items 6.C ("Board Practices") and 16.G ("Corporate Governance").

- Ethical Business Conduct: All of our directors, officers, service providers and employees must conduct themselves in accordance with our Code of Conduct and Ethics available at www.radware.com/corporategovernance/ (information contained on our website is not incorporated herein by reference and shall not constitute part of this annual report). Our Code of Conduct and Ethics is intended to promote various elements of ethical business conduct, including compliance with laws; avoiding conflict of interests and personal exploitation of corporate opportunities; fair dealing; confidentiality of information; and other policies and guidelines in connection with insider trading and anti-corruption laws and policies.

C. Organizational Structure

We have a wholly owned subsidiary in the United States, Radware Inc., which conducts the sales and marketing of our products and services in the United States. We also have subsidiaries in other countries, most of which typically conduct sales and marketing of our products and services in their respective locations. We have also established representative offices in Taiwan. Our subsidiaries include:

<u>Name of Subsidiary</u>	<u>Place of Incorporation</u>
Radware Inc.	New Jersey, United States
Radware UK Limited	United Kingdom
Radware France	France
Radware Srl	Italy
Radware GmbH	Germany
Nihon Radware KK	Japan
Radware Australia Pty. Ltd.	Australia
Radware Singapore Pte. Ltd.	Singapore
Radware Korea Ltd.	Korea
Radware Canada Inc.	Canada
Radware India Pvt. Ltd.	India
Kaalbi Technologies Limited Ltd.	India
Radware (India) Cyber Security Solutions Private Limited	India
Radware China Ltd. 睿伟网络科技（上海）有限公司	China
Radware (Hong Kong) Limited	Hong Kong
Radyoos Media Ltd.*	Israel
Radware Canada Holdings Inc.	Canada
Radware Iberia, S.L.U.	Spain
Edgehawk Security Ltd.	Israel
CNP Ltd.	Israel
CSR Cloud Security Ltd.	Israel

* We own 91% of this subsidiary, which ceased its activities since 2017. All other listed subsidiaries are wholly owned.

Yehuda Zisapel, one of our co-founders and shareholders, is the Chairman of our Board of Directors and the father of Roy Zisapel, our President, Chief Executive Officer and director. Yehuda Zisapel, his brother, Zohar Zisapel, and Nava Zisapel are founders, directors and/or shareholders of several other companies which, together with our Company and our subsidiaries listed above, are known as the RAD-Bynet Group. These companies include, among others:

AB-NET Communications Ltd.	Ceragon Networks Ltd.	RADWIN Ltd.
Binat Business Ltd.	Internet Binat Ltd.*	DC Security Ltd. (previously known as SecurityDAM Ltd.)
BYNET Data Communications Ltd.*	Nuance Hearing Ltd.	
CloudRide Ltd.*	Packetlight Networks Ltd.	
BYNET Electronics Ltd.*	RAD-Bynet Properties and Services (1981) Ltd.*	
BYNET SEMECH (outsourcing) Ltd.*	Radbit Computers, Inc.	
Bynet Software Systems Ltd.	RADCOM Ltd.	
Bynet System Applications Ltd.*	RAD Data Communications Ltd.*	
	Radiflow Ltd.	

* a RAD-Bynet Group company with whom we currently transact business

The RAD-Bynet Group also includes several other holdings, real estate companies, biotech and pharmaceutical companies and the above list does not constitute a complete list of all entities within the RAD-Bynet Group or of all the holdings of Messrs. Yehuda and Zohar Zisapel.

Members of the RAD-Bynet Group are actively engaged in designing, manufacturing, marketing and supporting data communications products, none of which currently compete with our products. Some of the products of members of the RAD-Bynet Group are complementary to, and may be used in connection with, our products and services. See also Item 7.B "Related Party Transactions."

D. Property, Plants and Equipment

General. We operate from leased premises mainly in Tel Aviv and Jerusalem in Israel and New Jersey in the United States. We also lease premises in several locations in Europe and Asia-Pacific for the activities of our subsidiaries, representative offices and branches. Our aggregate annual rent expenses under these leases were approximately \$6.2 million in 2021.

We believe that the following offices and facilities are suitable and adequate for our operations as currently conducted and as currently foreseen. In the event that additional or substitute offices and facilities are required, we believe that we could obtain such offices and facilities at commercially reasonable rates.

Israel. Our headquarters and principal administrative, finance, research and development and marketing operations are located in approximately 108,000 square feet of leased office space in Tel Aviv, Israel, in two buildings: one building, consisting of approximately 40,000 square feet, plus storage and parking space, and the second building, consisting of approximately 68,000 square feet, plus parking spaces. Both buildings have leases that expire in June 2030 (with one of the two buildings having a termination option by us in June 2025 by way of prior notice) and are leased from, among others, affiliated companies owned by Yehuda, Nava and/or Zohar Zisapel, as applicable. For more information, see Item 7.B “Related Party Transactions.”

In addition, we lease approximately 3,600 square feet of space in Jerusalem, Israel, for development facilities from an affiliated company owned by Yehuda and Nava Zisapel. The lease expires in July 2025. We also sublease approximately 15,000 square feet for manufacturing facilities in Jerusalem, Israel, from an affiliated company owned by Yehuda, Nava and Zohar Zisapel. The lease expires in July 2022. For more information, see Item 7.B “Related Party Transactions.”

Other locations. In the United States, we lease approximately 16,900 square feet of property in Mahwah, New Jersey, consisting of approximately 12,700 square feet of office space and 4,200 square feet of warehouse space from a company controlled by Yehuda, Nava and Zohar Zisapel. The lease expires in December 2025. For more information, see Item 7.B “Major Shareholders and Related Party Transactions – Related Party Transactions.”

We lease approximately 3,850 square feet of property for our research and development facilities in North Carolina, the lease for which will expire in March 2026. In addition, we lease approximately 5,700 square feet of property in Sunnyvale, California, the lease for which will expire in February 2022.

We also lease facilities for the operation of our subsidiaries and representative offices in several locations in Europe and Asia-Pacific, all from unrelated third parties.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Our discussion and analysis of our financial condition and results of operation are based upon our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. Our operating and financial review and prospects should be read in conjunction with our financial statements, accompanying notes thereto and other financial information appearing elsewhere in this annual report.

A. Operating Results

Overview

We are a provider of cyber security and application delivery solutions for physical, cloud, and software defined data centers (SDDC). Our solutions portfolio secures the digital experience by providing infrastructure, application, and corporate IT protection and availability services to enterprises globally. Our solutions are deployed by, among others, enterprises, carriers and cloud service providers.

We began sales in 1997, and currently have nearly 30 local offices, subsidiaries or branches globally across Asia-Pacific, Europe and North, Central and South America.

We sell through sales channels such as resellers and distributors whereas most of our direct sales are to strategic customers.

Most of our revenues are generated in dollars or are dollar-linked, and the majority of our expenses are incurred in dollars. As such, the dollar is our functional currency. Our consolidated financial statements are prepared in dollars and in accordance with U.S. GAAP.

Our revenues are derived from sales of our solutions:

- We recognize physical and software product revenues when control of the product is transferred to the customer (i.e., when our performance obligation is satisfied), which typically occurs at shipment and we recognize revenues from product and cloud subscriptions, as part of the product revenues, ratably over the subscription period.
- Revenues from post-contract customer support (PCS), which mainly represents help-desk support and unit repairs or replacements, professional services and ERT services, are recognized ratably over the contract or subscription period, which is typically between one year and three years.

We operate in one reportable market segment, and our revenues are attributed to geographic areas based on the location of the end-users.

In the years ended December 31, 2021, 2020 and 2019, revenues derived from sales of the Company's products and product subscriptions constituted approximately 58%, 53% and 53%, respectively, of our total revenues, with the remaining revenues being derived from services.

Results of Operations

The following discussion of our results of operations for the years ended December 31, 2021, 2020 and 2019, including the following tables, which present selected financial information in dollars and as a percentage of total revenues, are based upon our statements of operations contained in our financial statements for those periods, and the related notes, included in this annual report.

The following table sets forth, for the periods indicated, certain financial data concerning our operating results:

	2021	2020	2019
	(US \$ in thousands)		
Revenues:			
Products	\$ 170,438	\$ 132,934	\$ 133,605
Services	116,058	117,093	118,467
	<u>286,496</u>	<u>250,027</u>	<u>252,072</u>
Cost of revenues:			
Products	42,191	34,645	35,056
Services	10,255	10,439	10,118
	<u>52,446</u>	<u>45,084</u>	<u>45,174</u>
Gross profit	<u>234,050</u>	<u>204,943</u>	<u>206,898</u>
Operating expenses, net:			
Research and development, net	74,098	66,836	61,841
Sales and marketing	119,842	113,015	109,556
General and administrative	21,885	18,924	18,584
Total operating expenses	<u>215,825</u>	<u>198,775</u>	<u>189,981</u>
Operating income	<u>18,225</u>	<u>6,168</u>	<u>16,917</u>
Financial income, net	<u>4,407</u>	<u>7,796</u>	<u>8,792</u>
Income before taxes on Income	<u>22,632</u>	<u>13,964</u>	<u>25,709</u>
Taxes on income	<u>14,821</u>	<u>4,328</u>	<u>3,143</u>
Net income	<u>7,811</u>	<u>9,636</u>	<u>22,566</u>

The following table sets forth, for the periods indicated, certain financial data expressed as a percentage of our total revenues:

	2021	2020	2019
Revenues:			
Products	59%	53%	53%
Services	41	47	47
	<u>100</u>	<u>100</u>	<u>100</u>
Cost of Revenues:			
Products	15	14	14
Services	3	4	4
	<u>18</u>	<u>18</u>	<u>18</u>
Gross profit	<u>82</u>	<u>82</u>	<u>82</u>
Operating expenses, net:			
Research and development, net	26	27	25
Sales and marketing	42	45	43
General and administrative	7	8	7
Total operating expenses	<u>75</u>	<u>80</u>	<u>75</u>
Operating income	<u>6</u>	<u>2</u>	<u>7</u>
Financial income, net	<u>2</u>	<u>3</u>	<u>3</u>
Income before taxes on Income	<u>8</u>	<u>6</u>	<u>10</u>
Taxes on income	<u>(5)</u>	<u>(2)</u>	<u>(1)</u>
Net income	<u>3%</u>	<u>4%</u>	<u>9%</u>

Comparison of Years Ended December 31, 2021, 2020 and 2019

Revenues.

Our revenues are derived from sales of our solutions. Revenues from physical products and software-based products are recognized when control of the promised goods is transferred to the customer, either upon shipment or when the product is delivered, depending on the commercial terms of each transaction. Revenues from product subscriptions and cloud subscriptions are recognized ratably over the subscription period. Revenues from post-contract customer support, which represent mainly help-desk support, unit repairs or replacements, professional services and ERT services are recognized ratably over the contract period. For additional details regarding the manner in which we recognize revenues, see the discussion under the caption "Critical Accounting Policies – Revenue Recognition" above.

The following table provides a breakdown of our revenues by type of revenues both in dollars and as a percentage of total revenues for the past three fiscal years, as well as the percentage change between such periods:

(US\$ in thousands)	2021		2020		2019		% Change 2021 vs. 2020	% Change 2020 vs. 2019
Products	170,438	59%	132,934	53%	133,605	53%	28%	(1)%
Services	116,058	41%	117,093	47%	118,467	47%	(1)%	(1)%
Total	286,496	100%	250,027	100%	252,072	100%	15%	(1)%

The following table shows a breakdown of our total revenues by geographical distribution both in dollars and as a percentage of total revenues for the past three fiscal years, as well as the percentage change between such periods:

(US\$ in thousands)	2021		2020		2019		% Change 2021 vs. 2020	% Change 2020 vs. 2019
North, Central and South America (principally the United States)(*)	128,770	45%	114,413	46%	106,429	42%	13%	8%
EMEA (Europe, the Middle East and Africa)	98,388	34%	78,362	31%	75,275	30%	26%	4%
Asia-Pacific	59,338	21%	57,252	23%	70,368	28%	4%	(19)%
Total	286,496	100%	250,027	100%	252,072	100%	15%	(1)%

(*) For the years ended December 31, 2021, 2020 and 2019, our revenues from the United States were \$98.9 million, \$93.7 million and \$85.4 million, respectively, representing 35%, 37% and 34% of total revenues for these years, respectively.

Revenues in 2021 were \$286.5 million compared with revenues of \$250.0 million in 2020, an increase of 15%. The increase in revenues was due to an increase in product revenue, in all geographic regions, primarily in EMEA as described below.

Revenues in 2020 were \$250.0 million compared with revenues of \$252.1 million in 2019, a decrease of 1%. The decrease in revenues was primarily due to a decrease in maintenance revenues as described in more detail below.

In 2021, our product revenues were \$170.4 million, an increase of 28% compared to \$132.9 million in 2020, reflecting an increase in cloud services, product subscriptions and in appliance products. In 2020, our product revenues were \$132.9 million, approximately the same level as in 2019, reflecting an increase in product subscriptions, offset by a decrease in our hardware-based products.

In 2021, our service revenues were \$116.1 million, compared to \$117.1 million in 2020 and \$118.5 million in 2019. The decrease in service revenues in both 2021 and 2020 is due to the decrease in maintenance revenues, partially offset by an increase in service subscriptions.

During 2021, our revenues from the enterprise market increased by 18% to \$208.2 million from \$176.9 million in 2020, and revenues from the carrier market increased by 7% to \$78.3 million from \$73.1 million in 2020. During 2020, our revenues from the enterprise market increased by 2% to \$176.9 million from \$172.6 million in 2019, whereas revenues from the carrier market decreased by 8% to \$73.1 million from \$79.5 million in 2019.

Our revenues in North, Central and South America increased in 2021 by 13% compared to 2020. Revenues from the EMEA region increased in 2021 by 26% compared to 2020. Revenues in the Asia-Pacific region decreased in 2021 by 4% compared to 2020. The growth in North, Central and South America and in EMEA is attributed to high demand for our cloud security solutions in those regions.

Our revenues in North, Central and South America increased in 2020 by 8% compared to 2019, mainly due to greater demand for cloud-based security solutions in those regions. Revenues from the EMEA region increased in 2020 by 4% compared to 2019. Revenues in the Asia-Pacific region decreased in 2020 by 19% compared to 2019 mainly due to recognition of large appliance deals in 2019.

Other than the United States, no other single country accounted for more than 10% of our revenues for the years ended December 31, 2021, 2020 and 2019.

Cost of Revenues.

Cost of revenues refers to both products and service revenues and consists primarily of the cost of circuit boards and other components required for the assembly of our products, salaries and related personnel expenses for those engaged in the final assembly, and in providing support and maintenance service of our products, license fees paid to third parties, fees paid to managed security service providers (related parties), inventory write-offs, amortization of acquired technology and other overhead costs.

The following table sets forth a breakdown of our cost of revenues between products and services for the periods indicated, in absolute figures and as a percentage of the relative product and services revenues:

(US\$ in thousands)	2021		2020		2019	
Cost of Products	42,191	24.8%	34,645	26.1%	35,056	26.2%
Cost of Services	10,255	8.8%	10,439	8.9%	10,118	8.5%
Total	52,446	18.3%	45,084	18.0%	45,174	17.9%

Cost of products as a percentage of product revenues in 2021 was 24.8%, compared to 26.1% in 2020. Cost of products in 2021 and 2020 included amortization of intangible assets in the amount of \$1.9 million for 2021 and 2020. Our cost of products as a percentage of product revenues, excluding amortization of intangible assets, represented approximately 23.7% of product revenues in 2021, compared to 24.6% in 2020. The decrease in cost of products as a percentage of product revenues is mainly due to a different mix of sales of our products and product subscriptions.

Cost of services as a percentage of service revenues in 2021 was 8.8% compared to 8.9% in 2020.

Cost of products as a percentage of product revenues in 2020 was 26.1%, approximately the same as 2019. Cost of products in 2020 and 2019 included amortization of intangible assets in the amount of \$1.9 million and \$2.3 million, respectively. Our cost of products as a percentage of product revenues, excluding amortization of intangible assets, represented approximately 24.6% of product revenues in 2020, compared to 24.5% in 2019.

Cost of services as a percentage of service revenues in 2020 was 8.9% compared to 8.5% in 2019.

Operating Expenses.

The following table sets forth a breakdown of our operating expenses for the periods indicated as well as the percentage change between such periods:

(US\$ in thousands)	2021	2020	2019	% Change 2021 vs. 2020	% Change 2020 vs. 2019
Research and development, net	\$ 74,098	\$ 66,836	\$ 61,841	11%	8%
Selling and marketing	119,842	113,015	109,556	6%	3%
General and administrative	21,885	18,924	18,584	16%	2%
Total	<u>\$ 215,825</u>	<u>\$ 198,775</u>	<u>\$ 189,981</u>	9%	5%

Our operating expenses increased by 9% in 2021 to \$215.8 million from \$198.8 million in 2020. The increase is primarily attributed to personnel costs and related expenses, impact of the weakening of the dollar mainly against the NIS and fees paid to subcontractors and consultants.

Our operating expenses increased by 5% in 2020 to \$198.8 million from \$190.0 million in 2019. The increase is primarily attributed to personnel costs and related expenses as well as stock-based compensation expenses. Such increase was partially offset by the decrease in travel and marketing expenses related to the COVID-19 pandemic.

Research and Development Expenses.

Research and development, or R&D, expenses consist primarily of salaries and related personnel expenses, costs of subcontractors and prototype expenses related to the design, development, quality assurance and enhancement of our solutions, and depreciation of equipment purchased for the development and testing processes. All R&D costs are expensed as incurred. We believe that continued investment in R&D is critical to attaining our strategic product objectives.

R&D expenses were \$74.1 million in 2021, an increase of \$7.3 million, or 11%, compared with R&D expenses of \$66.8 million in 2020. This increase is primarily a result of: (1) \$1.4 million due to an increase in personnel costs, including salary raises awarded and other salaries related expenses offset by lower average headcount compared to previous year, (2) \$3.4 million related to the impact of the weakening of the dollar mainly against the NIS, (3) \$1.3 million increase in subcontractors, and (4) a \$1.0 million increase in stock-based compensation expenses (see also "Stock-based compensation expenses" below).

R&D expenses were \$66.8 million in 2020, an increase of \$5.0 million, or 8%, compared with R&D expenses of \$61.8 million in 2019. This increase is primarily a result of: (1) \$3.1 million due to an increase in personnel costs compared to previous year, driven by the growth in average headcount during 2020, as well as salary raises awarded and other salary related expenses, (2) \$1.0 million related to the impact of the weakening of the dollar mainly against the NIS, and (3) \$1.6 million increase in stock-based compensation expenses (see also "Stock-based compensation expenses" below). This was partially offset by a \$0.6 million decrease in expenses due to reductions in travel caused by the COVID-19 pandemic. Sales and Marketing Expenses.

Sales and Marketing Expenses.

Sales and marketing expenses consist primarily of salaries, commissions and related personnel expenses for those engaged in the sales and marketing of our products and services, operational costs of our offices which are located outside Israel and are engaged in the promotion, marketing and support of our solutions, in addition to the related trade shows, advertising, promotions, web site maintenance and public relations expenses, and amortization of intangible assets.

Sales and marketing expenses were \$119.8 million in 2021, an increase of \$6.8 million, or 6%, compared with sales and marketing expenses of \$113.0 million in 2020. This increase is mainly related to an increase of (1) \$3.9 million due to a headcount increase, as well as salary raises and other salary related expenses such as sales incentive commissions, (2) \$2.6 million related to the impact of the weakening of the dollar, mainly against the NIS, and (3) \$0.5 million increase in stock-based compensation expenses (see also "Stock-based compensation expenses" below).

Sales and marketing expenses were \$113.0 million in 2020, an increase of \$3.5 million, or 3%, compared with sales and marketing expenses of \$109.6 million in 2019. This increase is mainly related to an increase of \$10.6 million due to a headcount increase, as well as salary raises and other salary related expenses, such as sales incentive commissions. This increase was partially offset by a \$ 5.7 million reduction in travel expenses and \$1.9 million of lower marketing expenses, each as a result of the COVID-19 pandemic.

General and Administrative Expenses.

General and administrative expenses consist primarily of salaries and related personnel expenses for executive, accounting and administrative personnel, professional fees (which include legal, audit and additional consulting fees), bad debt expenses, acquisition related costs and other general corporate expenses.

General and administrative expenses were \$21.9 million in 2021, an increase of \$3.0 million, or 16%, compared with general and administrative expenses of \$18.9 million in 2020. The increase in general and administrative expenses in 2021 was primarily due to (1) \$0.2 million related to personnel costs and related expenses, (2) \$0.9 million related to the impact of the weakening of the USD against the NIS, (3) \$0.7 million related to fees paid to outside consultants for tax, financial and legal services, (4) \$1.4 million related to increase in insurance premiums, mainly due to directors and officers liability insurance. Such increase was partially offset by \$0.5 million related to lower stock-based compensation expenses (see also "Stock-based compensation expenses" below).

General and administrative expenses were \$18.9 million in 2020, an increase of \$0.3 million, or 2%, compared with general and administrative expenses of \$18.6 million in 2019. The increase in general and administrative expenses in 2020 was primarily due to an increase of \$0.2 million related to personnel costs and related expenses, an increase of \$0.2 million related to the impact of the weakening of the USD against the NIS and an increase of \$0.6 million related to higher stock-based compensation expenses (see also "Stock-based compensation expenses" below). Such increase was partially offset by a \$0.6 million decrease related to fees paid last year to outside consultants primarily related to our acquisition in 2019 of Kaalbi Technologies Private Ltd., formerly known as ShieldSquare, an India-based provider of bot mitigation and bot management space, and the intellectual property litigation that settled in 2019.

For a discussion of the impact of foreign currency fluctuations our business, see Item 11 “Quantitative and Qualitative Disclosures about Market Risk.”

Stock-based compensation expenses.

Our expenses also include the recognition of stock-based compensation, which is allocated among cost of sales, research and development expenses, marketing and selling expenses and general and administrative expenses, based on the division in which the recipient of the option grant is employed. The stock-based compensation is amortized to operating expenses over the requisite service period of the individual options.

The following tables summarize the stock options and restricted share units (RSUs) that were granted during the years 2021, 2020 and 2019, and their weighted average grant-date fair value:

Stock options:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Grants	248,233	1,037,444	1,167,458
Weighted average grant-date fair value	6.87	4.74	5.54

RSUs:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Grants	1,143,097	995,419	776,788
Weighted average grant-date fair value	32.57	22.54	23.41

Stock-based compensation expenses in 2021 totaled \$17.6 million, an increase of \$1.1 million, or 7%, compared with expenses of \$16.5 million in 2020. The reason for the increase in our stock-based compensation expenses in 2021 is primarily due to the significant increase in our weighted average grant date fair value of RSUs granted throughout 2021.

Stock-based compensation expenses in 2020 totaled \$16.5 million, an increase of \$3.5 million, or 27%, compared with expenses of \$13.1 million in 2019. The reason for the increase in our stock-based compensation expenses in 2020 is primarily due to the increase in the quantity of RSUs granted throughout 2019 and specifically in the end of the year and therefore the related expense was recorded mainly in 2020.

Financial Income, Net.

Financial income, net consists primarily of interest earned on short- and long-term bank deposits, amortization of premiums, accretion of discounts, interest and dividends earned on investments in marketable securities, gain from sale of marketable securities and from income and expenses from the translation of monetary balance sheet items denominated in non-dollar currencies.

Financial income, net was \$4.4 million in 2021, compared with \$7.8 million in 2020. The net decrease of \$3.4 million is primarily attributed to a \$3.8 million decrease in interest from our investments, partially offset by a \$0.5 million decrease in foreign currency exchange losses.

Financial income, net was \$7.8 million in 2020, compared with \$8.8 million in 2019. The net decrease of \$1.0 million is primarily attributed to a decrease in interest from our investments due to lower market yield.

Income Taxes.

Israeli companies are generally subject to corporate tax on their taxable income at the rate of 23% for the 2021 and 2020 tax years. We elected to apply the Preferred Enterprise regime under the Law for the Encouragement of Capital Investment, 1959 (the "Investments Law") as of the 2014 tax year. The election is irrevocable. Under the Preferred Enterprise regime, a preferred income of an enterprise located in the center of Israel is subject to a tax rate of 16%. Pursuant to Amendment 73 to the Investments Law adopted in 2017, a company located in the center of Israel that meets the conditions for "Preferred Technological Enterprises", is subject to a tax rate of 12%. We believe we meet those conditions.

We operate our business in various countries and attempt to utilize an efficient operating model to optimize our tax payments based on the laws in the countries in which we operate. This can cause disputes between us and various tax authorities in different parts of the world.

Our effective tax rate in 2021 was 65% compared with an effective tax rate of 31% in 2020. The increase in the effective tax rate in 2021 as compared to 2020 is primarily due to a settlement we reached with the Israeli Tax Authority during November 2021 in relation to our corporate tax returns for the years 2015-2018 and the release of Trapped Earnings as described in Item 10.E "Taxation—Israeli Tax Considerations."

Our effective tax rate in 2020 was 31% compared with an effective tax rate of 12% in 2019. The increase in the effective tax rate in 2020 as compared to 2019 is primarily due to the release of a valuation allowance we made in 2019 and the write-off of unused withholding tax balances.

For additional disclosure and explanations regarding our income taxes, including Preferred Technology Enterprise program, see Note 14 to our consolidated financial statements included elsewhere in this annual report and Item 10.E "Taxation—Israeli Tax Considerations."

Impact of Currency Fluctuations and Inflation

Our financial results may be negatively impacted by foreign currency fluctuations and inflation. Information required by this section is set forth in Item 11 “Quantitative and Qualitative Disclosures about Market Risk” and in Item 3.D “Risk Factors—Currency exchange rates and fluctuations of exchange rates could have a material adverse effect on our results of operations,” each of which are incorporated herein by reference.

Impact of Governmental Policies

For information on the impact of governmental policies on our operations, see Item 4.B “Business Overview—Government Regulations” and Item 3.D “Risk Factors—Government regulations affecting our business are evolving, and unfavorable changes could harm our business” and “—Risks Related to Operations in Israel.”

Impact of Russia-Ukraine Conflict

Following Russia’s military conflict in Ukraine, the United States and other countries launched economic sanctions and severe export control restrictions against Russia and Belarus, and the United States and other countries could launch wider sanctions and export restrictions and take other actions should the conflict further escalate. For information on the possible impact of the Russia-Ukraine Conflict, see Item 3.D “Risk Factors – Our business may be affected by sanctions, export controls and similar measures targeting Russia and other countries and territories as well as other responses to Russia’s military conflict in Ukraine, including indefinite suspension of operations in Russia and dealings with Russian entities by many multi-national businesses across a variety of industries – Risk Related to Our Business and Our Industry”.

Impact of COVID-19

For information on the impact of the COVID-19 pandemic, see Item 5.B “Trend Information—COVID-19 Update.”

Related Parties

We have entered into a number of agreements for the lease of real property and the purchase of certain products and services from certain companies, of which Yehuda Zisapel, Zohar Zisapel and/or Nava Zisapel are co-founders, directors and/or shareholders, that form part of the RAD-Bynet Group. In February 2022, we have also acquired the technology and operations of one of these RAD-Bynet Group entities, SecurityDAM. Mr. Yehuda Zisapel, the Chairman of our Board of Directors, and Mr. Roy Zisapel, our President and Chief Executive Officer and a director, hold a majority stake and a minority stake, respectively, in SecurityDAM. Mr. Roy Zisapel also serves as a director of RAD Data Communications Ltd., a company in the RAD-Bynet Group.

We believe that the terms of the transactions in which we have entered with these member entities of the RAD-Bynet Group are not different in any material respect from terms we could obtain from unaffiliated third parties and are beneficial to us and no less favorable to us than terms that might be available to us from unaffiliated third parties. The pricing of the transactions was arrived at based on negotiations between the parties. Members of our management reviewed the pricing of the agreements and confirmed that they were not different in any material respect than that which could have been obtained from unaffiliated third parties.

For more details about these transactions, see below under Item 7.B “Related Party Transactions.”

B. Liquidity and Capital Resources

General

Since our inception, we have financed our operations through a combination of issuing equity securities, including two public offerings in October 1999 and February 2000, research and development and marketing grants from the Government of Israel, and cash generated by operations.

The Company's equity as a percentage of its total assets was 58% on December 31, 2021, compared with 62% at December 31, 2020 and 66% at December 31, 2019.

Cash and cash equivalents, short- and long-term bank deposits and short- and long-term marketable securities were \$465.8 million at December 31, 2021, compared with \$448.8 million and \$427.7 million at December 31, 2020 and 2019, respectively.

Principal Capital Expenditures and Divestitures

Capital expenditures were \$5.6 million, \$8.7 million and \$8.2 million for the years ended December 31, 2021, 2020 and 2019, respectively. These expenditures were mainly comprised of investments in cloud infrastructure, enterprise resource planning (ERP) modules, leasehold improvements, machinery and equipment, computers, lab equipment and testing tools.

We expect to engage in additional capital spending to support possible growth in our operations, infrastructure and personnel. In 2022, we anticipate that the majority of our capital expenditures will be primarily for additional infrastructure to support our cloud-based solutions and for R&D testing, lab equipment and additional investments in new modules for our ERP system.

We did not have any principal divestitures in the past three years.

Working Capital and Cash Flows

The following table presents the major components of net cash flows used in and provided by operating, investing and financing activities for the periods presented (dollars in thousands):

	2021	2020	2019
Net cash provided by operating activities	\$ 71,774	\$ 63,865	\$ 52,852
Net cash provided by (used in) investing activities	7,849	(14,368)	(50,793)
Net cash used in financing activities	(41,881)	(35,477)	(6,511)

Net cash provided by operating activities for 2021, 2020 and 2019 was \$71.8 million, \$63.9 million and \$52.9 million, respectively. Our net income in 2021, 2020 and 2019 was \$7.8 million, \$9.6 million and \$22.6 million, respectively.

Net cash provided by operating activities was \$71.8 million for the year ended December 31, 2021 compared to \$63.9 million net cash provided in operating activities for the year ended December 31, 2020. The change resulted primarily from an increase of \$3.6 million in accrued interest on bank deposits, an increase of \$3.2 million in deferred revenues, an increase of \$2.4 million in inventories, an increase of \$1.0 million in other receivables and prepaid expenses and an increase of \$2.9 million in trade payables. This increase was partially offset by a decrease of \$2.1 million in trade receivables, net, a decrease of \$1.8 million in our net income, and a \$4.2 million change in deferred income taxes, net.

Net cash provided by operating activities was \$63.9 million for the year ended December 31, 2020 compared to \$52.9 million net cash provided in operating activities for the year ended December 31, 2019. The change resulted primarily from an increase of \$14.5 million in deferred revenues, increase of \$8.5 million in other payables and accrued expenses, a decrease of \$8.2 million in trade receivables, net, increase of \$3.5 million in stock-based compensation and \$1.5 million change in deferred income taxes, net. This increase was partially offset by a decrease of \$12.9 million in our net income, decrease of \$4.5 million in inventories, decrease of \$4.2 million in trade payables and decrease of \$3.3 million in accrued interest on bank deposits.

Net cash provided by investing activities was \$7.8 million for the year ended December 31, 2021, an increase of \$22.2 million compared to net cash used in investing activities of \$14.4 million for the year ended December 31, 2020. The increase was due to a net increase of \$19.0 million in proceeds from short- and long-term deposits and marketable securities and an increase of \$3.1 million due to lower capital expenditures.

Net cash used in investing activities was \$14.4 million for the year ended December 31, 2020, a decrease of \$36.4 million compared to net cash used in investing activities of \$50.8 million for the year ended December 31, 2019. The decrease was due to a net decrease of \$24.8 million in investments in short- and long-term deposits and marketable securities, a decrease of \$12.2 million in payment for the acquisition of a subsidiary offset by an increase of \$0.5 million in capital expenditures and \$0.1 million investment in other long-term assets.

Net cash used in financing activities was \$41.9 million for the year ended December 31, 2021, an increase of \$6.4 million compared to net cash used in financing activities of \$35.4 million for the year ended December 31, 2020. Net cash used in financing activities was attributed primarily to the repurchase of our ordinary shares. In 2021 and 2020, we repurchased ordinary shares in the amount of \$52.5 million and \$45.3 million, respectively. In addition, proceeds from exercise of stock options decreased by \$1.3 million and there was a decrease of \$2.1 million in payment of deferred consideration related to the acquisition of ShieldSquare which was paid in 2020.

Net cash used in financing activities was \$35.4 million for the year ended December 31, 2020, an increase of \$28.9 million compared to net cash used in financing activities of \$6.5 million for the year ended December 31, 2019. Net cash used in financing activities was attributed primarily to the repurchase of our ordinary shares. In 2020 and 2019, we repurchased ordinary shares in the amount of \$45.3 million and \$24.5 million, respectively. In addition, proceeds from exercise of stock options decreased by \$6.1 million in 2020 and \$2.1 million payment of deferred consideration related to the acquisition of ShieldSquare.

Cash and Cash Equivalents

As of December 31, 2021, we had cash and cash equivalents, including short- and long-term bank deposits and short- and long-term marketable securities, of \$465.8 million, compared to \$448.8 million as of December 31, 2020 and \$427.7 million as of December 31, 2019. As of December 31, 2021, approximately 42%, 6% and 31% of our short- and long-term bank deposits were deposited in Israel with major Israeli banks which are rated AAA, A and BBB+, respectively, as determined by S&P's Maalot, and the balance of 21% was deposited in the U.S. branch of another major Israeli bank which is rated A, as determined by S&P's Maalot. As of December 31, 2021, the longest contractual duration of any of our bank deposits was 2.0 years, the weighted average duration of our deposits was 1.5 years, and the weighted average time to maturity was 0.8 years.

Our marketable securities portfolio includes investments in foreign banks and government debentures and in debt securities of corporations. The financial institutions that hold our marketable securities are major U.S. financial institutions, located in the United States. As of December 31, 2021, 38% of our marketable securities portfolio was invested in debt securities of financial institutions and 62% in debt securities of corporations. From a geographic perspective, 53% of our marketable securities portfolio was invested in debt securities of U.S. issuers, 7% was invested in debt securities of European issuers and 40% was invested in debt securities of other geographic-located issuers. As of December 31, 2021, 92% of our marketable securities portfolio was rated A- or higher and 8% was rated BBB or BBB+, as determined by S&P.

There are no material legal restrictions, taxes or other costs associated with transferring our funds held in U.S. financial institutions to Israeli financial institutions, and we have access to all of our cash as needed for our operations. Although we have various subsidiaries throughout the world, there are no material legal, tax or other cost impediments to our transferring cash to these subsidiaries for operations as and when needed or to such subsidiaries transferring cash to us to meet our own cash obligations. Further, we believe we generate sufficient cash from our Israeli operations to fund our operating and capital requirements and, therefore, do not need or intend to repatriate any of the earnings of our foreign subsidiaries.

Other Material Contractual Obligations

The following table summarizes our material contractual obligations as of December 31, 2021 and the effect those commitments are expected to have on our liquidity and cash flow.

Contractual obligations	Payments Due by Period (US \$ in thousands)				
	Total	Less than 1 year*	1-3 years	3-5 years	More than 5 years
Operating leases (1)	30,215	5,545	8,446	6,274	9,950
Total contractual cash obligations (2)(3)	30,215	5,545	8,446	6,274	9,950

* Become due during 2022.

(1) Consists of outstanding operating leases for the Company's facilities. The lease agreements expire in the years 2022 to 2030, although certain of our leases have renewal options.

(2) Payments for uncertain income tax positions of \$5.3 million under Accounting Standards Codification (ASC) 740 are due upon settlement. Since we are unable to reasonably estimate the timing of settlement, such payments are not included in the table. See also Notes 2(t) and 14(a) of our consolidated financial statements.

(3) Severance payments of \$4.8 million are payable only upon termination, retirement or death of the respective employee and there is no obligation for benefits accrued prior to 2007 if the employee voluntarily resigns. Since we are unable to reasonably estimate the timing of settlement, such payments are not included in the table. See also Note 2(v) of our consolidated financial statements.

Market Risk

We are exposed to market risk, including fluctuations in interest rates and foreign currency exchange rates. Additional information about market risk is set forth in Item 11 "Quantitative and Qualitative Disclosures about Market Risk" and incorporated herein by reference.

Outlook

Our capital requirements depend on numerous factors, including market acceptance of our products and services and the resources we allocate to our operating expenses. Since our inception, we have experienced substantial increases in our expenditures consistent with growth in our operations and personnel, and we may increase our expenditures in the foreseeable future in order to execute our strategy.

We anticipate that operating activities as well as capital expenditures will demand the use of our cash resources. We believe that our cash balances will provide sufficient cash resources to finance our operations and the projected marketing and sales activities and research and development efforts and other elements of our strategy for a period of no less than the next 12 months.

C. Research and Development, Patents and Licenses, etc.

In order to accommodate the rapidly changing needs of our markets, we place considerable emphasis on research and development projects designed to improve our existing product lines, develop new product lines and customize our products to meet our customers' needs. As of December 31, 2021, we had 365 employees and 68 subcontractors engaged primarily in research and development activities, compared to 361 employees and 55 subcontractors at the end of 2020. For a further discussion of research and development, see Item 5.A "Operating Results."

For a discussion regarding the benefits provided under programs of the IIA, see Item 4.B "Business Overview—Israeli Innovation Authority."

D. Trend Information

General

We have identified the following key trends and uncertainties that we believe will materially influence our market, financial condition and the demand for our solutions:

- **Applications are migrating to the public cloud.** The migration to public cloud exposes organizations to new threats that require consistent security across all cloud environments. Organizations also prefer to purchase security services as a subscription, to match the subscription-based consumption of hosting services.
- **Datacenter architecture is changing.** Datacenter architecture is changing to include various models such as a physical datacenter, a virtual datacenter, a software defined datacenter, and private or public cloud. New emerging edge clouds coupled with the emerging 5G breakouts and SD-WAN will enable enterprises to leverage their IoT strategy effectively. Many organizations use a mixed infrastructure that includes a combination of one or more of the above and therefore require broader overarching protection that encompasses both the datacenter and cloud-based applications that can be built and delivered as "lift and shift" and "born-in-the cloud" modes. In addition, this mixed environment often involves multiple vendors and creates challenges in IT staffing and operational costs, which increase the needs for hybrid cloud services, managed services and modern automated data center technologies.
- **Application modernization requires new security tools.** Application infrastructure is changing, from monolithic applications to modern applications and web sites in which deployment workflows, front-end built-tools and API-centric architectures are used. The rise of cloud-native ecosystems, increasingly adapting cloud-direct and micro-services architecture packaged as containers, is providing a built-in 'on-demand' elasticity and availability application infrastructure. This enables introducing and running the new generation of cloud-native applications, in a fast, adaptive and more efficient way by interacting with DevOps CI/CD tools and methods. As such, the AppSec blast radius is expanded and requires injection of security controls within the application lifecycle generation at early stages, to avoid slowdown in development, to sanitize, for example, usage of opensource software used by developers and might leak in malicious code (recent Log4J library). Various "shift-left" methods are used and specifically adapted for various target deployment environments.

- **The above-mentioned cloud-native application delivery opens the door for leakage through the open cloud interface.** A new family of attack surfaces manifested by the fact that the cloud APIs are publicly published, and DevOps processes are done from the outside of the cloud “perimeter” (the insider becomes the outsider). “Cloud-native” infiltrations are enabled by the usage of cloud-IAM (identify and access) misconfigurations or account take over techniques and by various vulnerabilities of publicly exposed web and API interfaces. This creates a need for a new protection posture for compliance, permissions hardening, vulnerabilities detection as well as cloud-native detection (infiltrations and exfiltration) and response tools under new industry categories: CIEM (“Cloud Infrastructure Entitlement Management”), CSPM (“Cloud Security Posture Management”) and CWPP (“Cloud Workload Protector Platform”) and CTDR (Cloud Threat Detection and Response).
- **Organizations’ attack surfaces are increasing due to a changing economy.** This was caused by a combination of two forces. First, working from home due to COVID-19 required organizations to enable remote access to applications and services that were previously not exposed. This eliminated the traditional network perimeter , and now every home computer or mobile device has become the new perimeter. Second, an increase in the online consumption of goods has accelerated organizations’ digital transformation and migration to the cloud. The result is more opportunities for attackers to leverage the increased attack surface.
- **Increasing complexity and intensity of security threats.** The increasing complexity and intensity of security threats landscape require expertise in identifying the attacks and state-of-the-art security to mitigate the attacks and safeguard the assets. Attack delivery is aided by the growing presence of connected devices (IoT) which increases the threat surface against any kind of infrastructure, as well as traffic encryption (dark data) assisting hiding attacks. Furthermore, attack tools are increasingly available to all through the dark net and becoming more sophisticated as hackers use automation and weaponize artificial intelligence. This leads to ever morphing and scalable attack vectors at all levels, from volumetric botnets through web and API-centric attacks, as well as new attack surfaces that utilize Kubernetes-platforms (container orchestration platform of choice). The mass amount of uncontrolled IoT devices and cloud hosting opens the door for a new generation of botnets and automated bots, hard to classify and block. Most organizations are not able to keep up with these developments with their internal cyber security resources and seek managed security services.

- **Increasing expectations for applications availability and frictionless performance, due to the increasing dependence on applications in today's business world.** Businesses are sensitive to the resilience and availability of their applications, given their customers' expectations of flawless experience and optimal performance. As such, exposed web and API based applications are the target for attackers that utilize both the server side as well as the client/browser side platforms for spreading their malicious code. New security controls utilize the power of artificial intelligence (AI) and machine learning (ML) to control the delivery of AppSec services (false positives) as well as detection of zero-day.
- **COVID-19.** The potential effects of the COVID-19 pandemic (see below under "COVID-19 Update").

We believe that our business, comprised of application security and delivery solutions, is positioned to benefit from the above-mentioned industry dynamics due to the following key factors:

- We have developed a broad portfolio of solutions to address the challenges and meet the requirements arising from these trends.
- We continuously focus on innovation and believe that our solutions have, in many instances, a technological advantage over competing solutions.
- We offer our solutions in a wide array of deployment models (on-premise solutions, managed services, cloud-based solutions, etc.), in order to support various customers' business models. We believe this flexibility addresses the complexity and diversity of the current application and infrastructure ecosystem.

We believe that the advantages of our offerings, coupled with the above-mentioned industry dynamics and trends, place us in a good position to meet our business plans. Nevertheless, meeting our business plans and implementing our growth strategy, as more fully described under Item 4.B "Business Overview—Our Growth Strategy" above, may not convert into revenues growth in a given period, due to our shift towards subscription-based product sales, where revenues are recognized throughout the subscription period.

In addition, while we believe that the above trends will present significant opportunities for us, they also pose significant challenges, risks and uncertainties, including the following:

- We operate in a highly competitive environment, and some of our competitors have larger internal resources, and a larger installed base.
- While we believe that the shift towards a subscription-based business model is a strategic transition towards higher growth and profitability in the long term, we may not be successful in its execution, including an inability to maintain a high subscription renewal rate.

- In addition, our customers' purchasing decisions are related to the conditions in our industry and in the various regions and geographical markets in which we operate and are tied to the overall IT spending climate. Uncertainty about current global economic conditions continues to pose a risk as customers may postpone or reduce spending in response to such uncertainties. In particular, the recent COVID-19 pandemic may negatively affect economic conditions regionally as well as globally, disrupt operations situated in countries particularly exposed to the contagion, affect supply chains or otherwise negatively impact our business.
- The other risks and uncertainties we face, as described under Item 3.D "Risk Factors."

COVID-19 Update

The COVID-19 pandemic has resulted in a widespread health crisis that has adversely affected businesses, economies and financial markets worldwide, placed constraints on the operations of businesses, and decreased consumer mobility and activity. Our business has been affected in various ways from the COVID-19 pandemic, including the following:

- *Manufacturing and Supplies:* During 2021, we experienced some slowdowns in our supply chain. Such slowdowns were mainly associated with the need to deliver appliances to customers' locations around the world. We have undertaken various measures in order to overcome these disruptions, primarily in order to mitigate the risk of failing to timely respond to our customers' delivery requirements in the face of importation blocking in different countries. As a result, the overall impact of COVID-19 on our manufacturing and supply chain was immaterial.
- *Human Resources:* At the outset of the COVID-19 pandemic, we shifted our operations to enable work from home and, in compliance with constantly developing regulations enacted in Israel and abroad, we continue to allow our office employees to work, partially or primarily, from their homes.

While, taken as a whole, we do not believe COVID-19 had a significant impact on our business in 2021, the impacts of the global pandemic on our business and financial outlook remain unknown. In particular, there is no guaranty that any increased investments in cyber protection solutions by our customers as described above will continue after the COVID-19 pandemic subsides and the extent to which COVID-19 will impact our business, financial condition or results of operations will depend on future developments, which are uncertain and cannot be predicted. We intend to continue to actively monitor the situation and may take further actions as may be required by applicable regulations or that we deem are necessary or desirable to address the needs of our employees, customers, partners and suppliers.

E. Critical Accounting Estimates

In many cases, the accounting treatment of a particular transaction is specifically dictated in U.S. GAAP and does not require management's judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would produce a materially different result. Our management has reviewed these critical accounting policies and related disclosures with our Audit Committee. See Note 2 to our consolidated financial statements included elsewhere in this annual report, which contains additional information regarding our accounting policies and other disclosures required by U.S. GAAP.

Our management believes that the significant accounting policies which affect its more significant judgments and estimates used in the preparation of its consolidated financial statements and which are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Revenue recognition;
- Deferred contract costs;
- Investment in marketable securities;
- Goodwill;
- Stock-based compensation; and
- Income taxes.

Revenue Recognition. We recognize revenues in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers (Topic 606)" (ASC 606). As such, we identify a contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to each performance obligation in the contract and recognize revenues when (or as) we satisfy a performance obligation.

Our solutions are sold primarily through distributors and resellers, all of which are considered end-users.

Our arrangements typically contain various combinations of our products and subscriptions and PCS, which are distinct and are accounted for as separate performance obligations. We allocate the transaction price to each performance obligation based on its relative standalone selling price (SSP). If the SSP is not observable, we estimate the SSP taking into account available information such as geographic specific factors, customer grouping and internally approved pricing guidelines related to the performance obligation. For PCS, we determine the standalone selling price based on observable renewals prices. For subscriptions, we determine the standalone selling price based on standalone new subscription transactions and renewals. For products, the SSP is not observable, and therefore, we estimate the product SSP taking into account available information such as geographic specific factors, customer grouping and internally approved historical pricing guidelines.

Deferred revenues include unearned amounts received under post-contract customer support and subscription agreements and are classified as short- and long-term based on their contractual term. Deferred revenue amounts which represent uncollected amounts are offset against trade receivables.

We record a provision for estimated sale returns, credits and stock rotation granted to customers on our products in the same period that the related revenues are recorded in accordance with ASC 606. These estimates are based on historical sales returns, stock rotations and other factors known to us. Such provisions amounted to \$2.5 million and \$2.7 million as of December 31, 2021 and 2020, respectively.

Deferred Contract Costs. We capitalize sales commission as costs of obtaining a contract when they are incremental and if they are expected to be recovered. Our contracts include performance obligations related to various goods and services, some of which are satisfied at a point in time and others over time. Commission costs related to performance obligations satisfied at a point in time are expensed at the time of sale, which is when revenue is recognized. Commission costs related to long-term service contracts and performance obligations satisfied over time are deferred and recognized on a systematic basis that is consistent with the transfer of the goods or services to which the asset relates. Sales commissions paid for new contracts, which are not commensurate with sales commissions paid for renewal contracts, are capitalized and amortized over an expected period of benefit. We apply judgment in estimating the amortization period, by taking into consideration our customer contract terms, history of renewals, expected length of customer relationship, as well as the useful life of the underlying technology and products. Accordingly, we determined the expected period of benefit to be approximately 3.37 years. Amortization expense is included in Sales and Marketing expenses in the accompanying consolidated statements of income. Deferred sales commission costs capitalized are periodically reviewed for impairment.

As of December 31, 2021, and 2020, the amount of deferred sales commission was approximately \$23.9 million and \$20.9 million, respectively, and is included in other long-term assets on the balance sheets.

As of December 31, 2021, and 2020, we recorded amortization expenses in connection with deferred sales commissions in the amount of approximately \$10.1 million and \$9.9 million, respectively.

Investment in Marketable Securities. We account for investments in debt marketable securities in accordance with Accounting Standards Codification, or ASC 320, "Investments – Debt and equity Securities." Management determines the appropriate classification of our investments at the time of purchase and reevaluates such determinations at each balance sheet date.

We classified our debt securities as available-for-sale securities. Available-for-sale securities are carried at fair value, with the unrealized gains and losses reported in "accumulated other comprehensive income (loss)" in shareholders' equity. Realized gains and losses on sales of investments are included in financial income, net and are derived using the specific identification method for determining the cost of securities.

The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization together with interest on securities are included in financial income, net.

In 2020, we adopted ASU 2016-13, Topic 326 "Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments" which modified the other than temporary impairment model for available for sale debt securities. Available-for-sale securities are periodically evaluated for unrealized losses. For unrealized losses in securities that we intend to hold and will not more likely than not be required to sell before recovery, we further evaluate whether declines in fair value below amortized cost are due to credit or non-credit related factors. We consider credit related impairments to be changes in value that are driven by a change in the creditor's ability to meet its payment obligations and record an allowance and recognize a corresponding loss in financial income, net when the impairment is incurred. Unrealized non-credit related losses and unrealized gains are reported as a separate component of accumulated other comprehensive income in our consolidated balance sheets until realized. The amortized cost of marketable securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization together with interest on securities is included in financial income, net. Credit loss impairments for the years ended December 31, 2021, and 2020 were immaterial.

Goodwill. Goodwill represents the excess of the purchase price in a business combination over the fair value of the net tangible and intangible assets acquired. Under ASC 350 "Intangibles – Goodwill and Other" (ASC 350), goodwill is not amortized, but rather is subject to an annual impairment test. ASC 350 requires goodwill to be tested for impairment at least annually or between annual tests in certain circumstances and written down when impaired. Goodwill is tested for impairment by comparing the fair value of the reporting unit with its carrying value.

ASC 350 allows an entity to first assess qualitative factors to determine whether it is necessary to perform a quantitative goodwill impairment test. If the entity elects not to use this option, or if the entity determines that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the entity prepares a quantitative analysis to determine whether the carrying value of a reporting unit exceeds its estimated fair value. If the carrying value of a reporting unit exceeds its estimated fair value, the entity recognizes an impairment of goodwill for the amount of this excess.

We operate in one operating segment, and this segment comprises our single reporting unit. We conduct our annual test of impairment for goodwill on December 31st of each year, or more frequently if impairment indicators are present. No impairment was recorded during 2021, 2020 and 2019.

Stock-based compensation. We account for stock-based compensation in accordance with ASC 718, "Compensation-Stock Compensation" (ASC 718). ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as an expense over the requisite service periods in our consolidated statement of income.

We recognize compensation expenses for the value of our awards based on the accelerated attribution method over the requisite service period of each of the awards, net of estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Estimated forfeitures are based on actual historical pre-vesting forfeitures.

We selected the Black-Scholes-Merton option pricing model to account for the fair value of our stock-options awards with only service conditions and whereas the fair value of the restricted share awards is based on the market value of the underlying shares at the date of grant. During 2020, we granted potential shares to be issued for performance share awards, subject to a market condition based on the performance of the Company's stock price, to our President and Chief Executive Officer. The fair value of this award was determined using a Monte Carlo simulation methodology. The Monte Carlo simulation model utilizes multiple input variables that determine the probability of satisfying the market condition stipulated in the award and calculates the fair value of each award.

The option-pricing model requires a number of assumptions, of which the most significant are the expected stock price volatility and the expected option term. Expected volatility was calculated based upon actual historical stock price movements over an historical period equivalent to the option's expected term. The expected option term represents the period of time that options are expected to be outstanding. Expected term of options is based on historical experience. The risk-free interest rate is based on the yield from U.S. treasury bonds with an equivalent term. We have historically not paid dividends and have no foreseeable plans to pay dividends.

Income Taxes. We account for income taxes in accordance with ASC 740, "Income Taxes." This statement prescribes the use of the liability method whereby deferred tax assets and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. We provide a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized.

ASC 740 contains a two-step approach to recognizing and measuring a liability for uncertain tax positions. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that, on an evaluation of the technical merits, the tax position will be sustained on audit, including resolution of any related appeals or litigation processes. The second step is only addressed if the first step has been satisfied (i.e., the position is more likely than not to be sustained), otherwise a full liability in respect of a tax position not meeting the more likely than not criteria is recognized. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. We accrue interest and penalty, if any, that are related to unrecognized tax benefits in its taxes on income. Although we believe we have adequately reserved for our uncertain tax positions, no assurance can be given that the final tax outcome of these matters will not be different. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit, the refinement of an estimate or changes in tax laws. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the impact of reserve provisions and changes to reserves that are considered appropriate, as well as the related interest and penalties.

Accounting for tax positions requires judgments, including estimating reserves for potential uncertainties. We also assess our ability to utilize tax attributes, including those in the form of carry forwards for which the benefits have already been reflected in the financial statements. We do not record valuation allowances for deferred tax assets that we believe are more likely than not to be realized in future periods. While we believe the resulting tax balances as of December 31, 2021 and 2020 are appropriately accounted for, the ultimate outcome of such matters could result in favorable or unfavorable adjustments to our consolidated financial statements and such adjustments could be material. See Note 14 to our consolidated financial statements included elsewhere in this annual report for further information regarding income taxes. We have filed or are in the process of filing local and foreign tax returns that are subject to audit by the respective tax authorities. The amount of income tax we pay is subject to ongoing audits by the tax authorities, which often result in proposed assessments. See “Results of Operations—Taxes” below.

While we believe that we have adequately provided for any reasonably foreseeable outcomes related to tax audits and settlement, our future results may include favorable or unfavorable adjustments to our estimated tax liabilities in the period the assessments are made or resolved, audits are closed or when statutes of limitation on potential assessments expire.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table lists our current directors and senior management:

Name	Age	Position
Yehuda Zisapel (1)	80	Chairman of the Board of Directors
Yair Tauman (1)(2)(3)(4)	73	Director
Stanley B. Stern (2)(4)(6)	64	Director, Chairman of the Audit Committee
Naama Zeldis (2)(3)(4)(5)	58	Director
Gabi Seligsohn (2)(3)(6)	55	Director, Chairman of the Compensation Committee
Yuval Cohen (1)(2)(3)(4)	59	Director
Roy Zisapel (5)	51	President, Chief Executive Officer and Director
Guy Avidan	59	Chief Financial Officer
Yoav Gazelle	52	Chief Business Officer
David Aviv	66	Chief Technology Officer
Gabi Malka	46	Chief Operating Officer
Sharon Trachtman	53	Acting Chief Marketing Officer

(1) Term as director expires at the annual meeting of shareholders to be held in 2024.

(2) Qualified as an independent director, as determined under the Nasdaq rules.

(3) Serves on the Compensation Committees of the Board of Directors.

(4) Serves on the Audit Committees of the Board of Directors.

(5) Term as director expires at the annual meeting of shareholders to be held in 2022.

(6) Term as director expires at the annual meeting of shareholders to be held in 2023.

Yehuda Zisapel co-founder of our Company, has served as a member of our Board of Directors since our inception in May 1996 and served as Chairman of our Board of Directors from May 1996 until August 2006 and again since November 2009. In addition, Mr. Zisapel serves as a director of Radware US and other subsidiaries. Mr. Zisapel is also a founder and a director of RAD Data Communications Ltd., a worldwide data communications company headquartered in Israel, and BYNET Data Communications Ltd., a distributor of data communications products in Israel and serves as a director of other private companies in the RAD-Bynet Group. See Item 4.C "Organizational Structure." Mr. Zisapel has a B.Sc. and a M.Sc. degree in electrical engineering as well as an Award of Honorary Doctorate (DHC-Doctor Honoris Causa) from the Technion, Israel Institute of Technology and an M.B.A. degree from Tel Aviv University, Israel. Yehuda Zisapel is the father of Roy Zisapel, our President, Chief Executive Officer and director.

Professor Yair Tauman has served as a member of our Board of Directors since October 2010 (until February 2020, as an external director). He is the Dean of the Adelson School of Entrepreneurship in the Interdisciplinary Center (IDC) in Herzliya, Israel and was previously the Dean of the Arison School of Business in the IDC. He is also a Leading Professor of Economics and the Director of the Stony Brook Center for Game Theory, New York. He was a professor at Tel-Aviv University for 25 years until 2009 and, prior thereto, served as a professor at the Kellogg School of Management at Northwestern University. His areas of research include game theory and industrial organization. Professor Tauman currently serves on the board of directors of other private companies from different sectors, including online auctions, social networking and fintech. Professor Tauman obtained his Ph.D. and M.Sc. degrees in mathematics as well as a B.Sc. in mathematics and statistics from The Hebrew University, Israel.

Stanley B. Stern has served as a member of our Board of Directors since September 2020. Mr. Stern is currently the chairman of the board of directors of AudioCodes Ltd. (Nasdaq, TASE: AUDC) (AudioCodes), a leading vendor of advanced communications software, products and productivity solutions for the digital workplace, and serves as a member of the boards of directors of the following public companies: Ormat Technologies, Inc. (NYSE: ORA), Ekso Bionics Holdings, Inc. (Nasdaq: EKSO). Since 2013, Mr. Stern has served as the president of Alnitak Capital, a strategic advisory firm, engaged primarily in high-tech, alternative energy and healthcare. Previously, from 2004 until 2013, Mr. Stern served in various positions at Oppenheimer & Co., including as a Managing Director and Head of Investment Banking, Technology, Israeli Banking and FIG. From 2002 until 2004, he was a Managing Director and the Head of Investment Banking at C.E. Unterberg, Towbin where he focused on the technology and defense related sectors. From January 2000 until January 2002, Mr. Stern was the President of STI Ventures Advisory USA Inc., a venture capital firm focusing on technology investments. Prior to his term at STI Ventures, he spent over 20 years at CIBC Oppenheimer in the investment banking department and started the technology banking group in 1990. In the past, Mr. Stern was a board member of several public and private companies, including Given Imaging Ltd. and Fundtech Ltd., and the chairman of the boards of directors of Tucows, Inc. and of SodaStream International Ltd., until its sale to Pepsico in December 2018. Mr. Stern holds a B.A. degree in economics and accounting from City University of New York, Queens College, and an M.B.A. from Harvard University.

Naama Zeldis has served as a member of our Board of Directors since September 2020. Ms. Zeldis currently serves as the Chief Executive Officer of Aquarius-Spectrum Ltd., a private company specializing in innovative solutions for monitoring urban water pipes and detecting hidden leaks from the earliest stage. Formerly, Ms. Zeldis served as Chief Financial Officer for a variety of high-tech and industrial companies, such as Tahal Group from 2013 to 2020, Netafim Ltd. from 2005 to 2013, the Israeli subsidiary of Electronic Data Systems from 2001 to 2005 and Radguard Ltd., formerly with the RAD-Bynet Group, from 1999 to 2001. Ms. Zeldis currently serves on the board of directors of Orbit Technologies Ltd. (TASE: ORBI), a company specializing in satellite communications, tracking systems, airborne communication and audio managements solutions. Ms. Zeldis has also served as a member of the boards of directors of several other companies, including Nova Measuring Instruments Ltd. (Nasdaq: NVMI), Rafael Advanced Defense Systems Ltd. and Metalink Ltd. She holds a B.A. degree in accounting from the Tel Aviv University and a B.A. degree in economics and an M.B.A. from the Hebrew University in Jerusalem.

Gabi Seligsohn has served as a member of our Board of Directors since May 2020. Mr. Seligsohn served as the Chief Executive Officer of Kornit Digital Ltd. (Nasdaq: KRNT) (Kornit Digital), a company engaged in the area of digital printing on textiles, from April 2014 through July 2018. From August 2006 until August 2013, he served as the President and Chief Executive Officer of Nova Measuring Instruments Ltd. (Nasdaq: NVMI), a company specializing in the design, development and production of optical metrology solutions for the semiconductor industry. Prior thereto, from 1998 to 2006, he served in several leadership positions in Nova. Mr. Seligsohn was recently appointed as Chairman of the board of directors of Augwind Energy Tech Storage Ltd. (TASE: AUGN), and also serves on the boards of directors Kornit Digital and Ion Acquisition Corporation 1 & 2 (SPACs) (NYSE: IACA-UN and NYSE: IACB-UN, as well as serves as a director on the board of directors of PubPlus, a privately owned company. Mr. Seligsohn holds an LL.B. degree from the University of Reading, England.

Yuval Cohen is the founding and managing partner of Fortissimo Capital Fund, a private equity fund headquartered in Israel, that was established in 2004. From 1997 through 2002, Mr. Cohen was a General Partner at Jerusalem Venture Partners, an Israeli-based venture capital fund, and prior thereto, he held executive positions at various Silicon Valley companies, including DSP Group, Inc. (NASDAQ: DSPG), and Intel Corporation (NASDAQ: INTC). Currently, Mr. Cohen serves as the chairman of the board of directors of Kornit Digital Ltd. (NASDAQ: KRNT) and as a director of Wix.com Ltd. (NASDAQ: WIX). He also serves on the board of directors of several privately-held portfolio companies of Fortissimo. Mr. Cohen holds a B.Sc. degree in industrial engineering from the Tel Aviv University and an M.B.A. from Harvard University.

Roy Zisapel co-founder of our Company, has served as our President and Chief Executive Officer and a director since our inception in May 1996. Mr. Zisapel also serves as a director of Radware US and other subsidiaries. From 1996 to 1997, Mr. Zisapel was a team leader of research and development projects for RND Networks Ltd. From 1994 to 1996, Mr. Zisapel was employed as a software engineer for unaffiliated companies in Israel. Mr. Zisapel serves as a director of Rad data communications, a private company in the RAD-Bynet Group. Mr. Zisapel has a B.Sc. degree in mathematics and computer science from Tel Aviv University, Israel. Roy Zisapel is the son of Yehuda Zisapel, who is the Chairman of the Board of Directors of the Company, and Nava Zisapel, who is one of our major shareholders.

Guy Avidan has served as our Chief Financial Officer since February 2022. Prior to joining Radware, he was with Kornit Digital, where he served as President at KornitX from November 2020 to November 2021 and as Chief Financial Officer from November 2014 to November 2020, in which role he led Kornit to its initial public offering on Nasdaq. Prior to joining Kornit Digital, Mr. Avidan was Vice President of Finance and Chief Financial Officer at AudioCodes. In addition, Mr. Avidan has 15 years of experience serving in various other executive capacities, including co-President and Chief Financial Officer at MRV Communications, Inc. (NASDAQ: MRVC) as well as Vice President of Finance and Chief Financial Officer at Ace North Hills, which was acquired by MRV Communications. Mr. Avidan is a certified public accountant and holds a B.A. degree in economics and accounting from Haifa University in Israel.

Yoav Gazelle has served as our Chief Business Officer since January 2022 and as our Vice President, International Sales since January 2019. Prior to that, Mr. Gazelle served as our Vice President, EMEA & CALA from June 2013 to January 2019. Prior to joining Radware, between 2000 and 2013, Mr. Gazelle held a variety of sales, marketing and business development positions in ECI Telecom Ltd., including President, Head of Europe and the Americas from January 2012 to March 2013. Mr. Gazelle holds a B.Sc. degree in electrical and electronic engineering from the Technion – The Israeli Institute of Technology, Israel.

David Aviv has served as our Chief Technology Officer since 2016 and as our Vice President, Advanced Services, since 2004. Mr. Aviv oversees the technology strategy for the Company's solutions for enterprise, carrier and cloud solutions and is involved in researching and developing key algorithms and concepts that will guide the direction of the Company's future solutions. Prior to joining Radware, he was the VP of Engineering at Ofek, an Israel based ILEC and a senior consultant. Prior to that, until 2000, Mr. Aviv served in the Israeli Air Force as a senior technical leader. He also serves as the Technical Chairman of the Israeli Telecom Standards Body committee. Mr. Aviv holds a Ph.D. degree in Electrical Engineering (EE) from the Naval Postgraduate School in Monterey, California, a B.S. degree in Electrical Engineering from Ben-Gurion University and an M.S. degree in Electrical Engineering from Tel Aviv University, Israel.

Gabi Malka has served as our Chief Operating Officer since March 2014. Mr. Malka oversees product management, research & development, cloud services, and customer support. From May 2005 to February 2014, Mr. Malka served as Vice President of Research & Development at HP Software (formerly Mercury). Prior to HP Software, from 2000 to 2005, Mr. Malka served as Vice President of Research & Development of AppStream (acquired by Symantec). Prior to AppStream, from 1998 to 2000, Mr. Malka directed Research & Development at Amdocs Limited. Mr. Malka holds a B.A. from American InterContinental University and has furthered his post-graduate education at Tel Aviv University (Lahav Business School), and Harvard Business School.

Sharon Trachtman has served as our Acting Chief Marketing Officer since February 2021. In parallel she continues to serve as our Chief Business Operation Officer. Ms. Trachtman has been with our cMpany since its inception in 1997. Since September 1997 she held various senior positions in Radware, such as Product Management Vice President and Marketing Vice President. From November 1994 to September 1997, Ms. Trachtman was a product line marketing manager for Scitex Corporation. Ms. Trachtman holds a B.A. degree in computer science and philosophy from Bar-Ilan University, Israel.

Additional Information

Under Nasdaq requirements, a majority of the members of our Board of Directors are required to be “independent” as defined under the Nasdaq rules. We currently satisfy this requirement because five of our seven directors (namely, Mr. Stanley Stern, Prof. Yair Tauman, Mr. Gabi Seligsohn, Ms. Naama Zeldis and Mr. Yuval Cohen) qualify as “independent directors” under the Nasdaq rules.

Yehuda Zisapel, the Chairman of the Board of Directors, co-founder of the Company, and a shareholder of our Company, is the father of Roy Zisapel, our President, Chief Executive Officer and director. In accordance with the Companies Law, Mr. Zisapel’s service as our Chairman was approved by our shareholders in November 2020. There are no other family relationships between any of the directors or members of senior management named above.

We are not aware of any arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which (1) any person referred to above was selected as a director or member of senior management or (2) any director will receive compensation by a third party in connection with his or her candidacy or board service in the Company.

During 2021, the composition of our Board of Directors has changed. In December 2021, Mr. Yuval Cohen was elected to our Board of Directors.

In the past year, we have experienced several changes in senior management. In June 2021, Mr. Doron Abramovitch, who served as our Chief Financial Officer since September 2015, left. In June 2021, Ms. Anna Convery-Pelletier, who served as our Chief Marketing Officer since December 2016, left. And, in January 2022, Mr. Raffi Kesten, who served as our Chief Business Officer since June 2019, left.

B. Compensation

General

Our objective is to attract, motivate and retain highly skilled personnel who will assist Radware to reach its business objectives, performance and the creation of shareholder value and otherwise contribute to our long-term success. Our compensation policy for our executive officers and directors, or the Compensation Policy, which is approved by our shareholders, is designed to correlate executive compensation with our objectives and goals.

The following table sets forth all salaries, fees, commissions and bonuses and pension retirement and other similar benefits we paid or accrued with respect to all of our directors and officers as a group for the 2021 fiscal year. The table does not include any amounts we paid to reimburse any of our affiliates for costs incurred in providing us with services during such period.

	<u>Salaries, fees, commissions and bonuses</u>	<u>Pension, retirement and other similar benefits</u>
2020 - All directors and officers as a group, consisting of 16 persons*	\$ 3,710,200	\$ 542,300
2021 - All directors and officers as a group, consisting of 13 persons**	\$ 3,864,790	\$ 531,240

* Includes 4 persons who served as our directors in 2020 and are no longer serving as our directors and 3 directors who were appointed during 2020.

** Includes 3 persons who served as our officers in 2021 and are no longer serving as our officers and one director who was appointed during 2021.

During 2021, we granted to our directors and officers listed in Item 6.A above, in the aggregate, 38,999 RSUs at a weighted average grant date fair value per RSU of \$30.77 and options to purchase 160,000 ordinary shares at a weighted average exercise price per share of \$32.71. The options and RSUs expire sixty-two months after grant. The weighted average grant date fair value of these options was \$7.08 per option.

For a discussion of the accounting method and assumptions used in valuation of such options, see Note 2(s) to our consolidated financial statements included elsewhere in this annual report. See also Item 6.E “Share Ownership—Share Option Plans” below.

For a discussion of the compensation granted to our five most highly compensated executive officers during 2021, see “Compensation of Executive Officers” below, and for a discussion of the compensation paid to our non-employee directors, see “Compensation of Directors” below.

We currently hold directors and officers liability insurance with an aggregate coverage limit of \$35 million, including side A coverage. In addition, we provide our directors and officers indemnification pursuant to the terms of a Letter of Indemnification substantially in the form approved by our shareholders.

Compensation of Executive Officers

The table and summary below outline the compensation granted to our five most highly compensated executive officers during or with respect to the year ended December 31, 2021. We refer to the five individuals for whom disclosure is provided herein as our “Covered Executives.”

For purposes of the table and the summary below, “compensation” includes base salary, bonuses, equity-based compensation, retirement or termination payments, benefits and perquisites such as car, phone and social benefits, and any undertaking to provide such compensation. All amounts reported in the table are in terms of cost to the Company, as recognized in our financial statements for the year ended December 31, 2021.

Name and Principal Position (1)	Year	Salary	Bonus (including Sales Commissions) (2)	Equity-Based	All Other	Total
				Compensation (3)	Compensation (4)	
(US\$ in thousands)						
<i>Roy Zisapel, President, Chief Executive Officer and Director*</i>	2021	462 (5)	600 (6)	--	143	1,205
<i>Yoav Gazelle, VP International Sales</i>	2021	223	245	336	44	848
<i>Raffi Kesten, Chief Business Officer</i>	2021	394	337	--	92	823
<i>David Aviv, Chief Technology Officer*</i>	2021	312	66	285	76	739
<i>Gabi Malka, Chief Operating Officer*</i>	2021	323	132	--	80	535

(1) Unless otherwise indicated herein, all Covered Executives are (i) employed on a full-time (100%) basis; and (ii) subject to customary confidentiality, intellectual property assignment and non-solicitation provisions as well as an undertaking not to compete with us or in our field of business for at least 12 months following termination of employment.

(2) Amounts reported in this column represent annual bonuses, including sales commissions. Consistent with our Compensation Policy, such bonuses are based upon (i) for non-sales executive officers - achievement of milestones and targets and the measurable results of the Company, as compared to our budget and/or work plan for the relevant year, with a portion of the bonus (up to 10% in the case of Roy Zisapel) being based on the achievement and performance of pre-determined individual key performance indicators (KPIs), and, in any event, not to exceed the amount of one (100%) annual base salary of such executive; and (ii) for sales executive officers - achievement of targets of revenues generated by the individual and/or his/her team or division and/or the Company, and in any event, not to exceed the amount of four annual base salaries of such executive.

- (3) Amounts reported in this column represent the grant date fair value in accordance with accounting guidance for stock-based compensation. For a discussion of the assumptions used in reaching this valuation, see Note 2(s) to our consolidated financial statements included elsewhere in this annual report.
- (4) Amounts reported in this column include benefits and perquisites, including those mandated by applicable law. Such benefits and perquisites may include, to the extent applicable to the Covered Executive, payments, contributions and/or allocations for savings funds (e.g., Managers Life Insurance Policy), education funds ("keren hishtalmut"), pension, severance, vacation, car or car allowance, medical insurances and benefits, risk insurances (e.g., life, or work disability insurance), phone, convalescence or recreation pay, relocation, payments for social security, tax gross-up payments and other benefits and perquisites consistent with Radware's guidelines. Unless otherwise indicated herein, all Covered Executives (i) are entitled to a notice period of at least one month prior to termination (other than termination for cause), during which they are generally entitled to all compensation and rights under their employment agreements; and (ii) are not entitled to any special bonuses or benefits upon a change of control of our Company, other than a potential acceleration of the vesting of their stock options pursuant to our equity incentive plan, as more fully described in Item 6.E below.
- (5) Mr. Roy Zisapel is entitled to a gross base salary of \$400,000 (or the equivalent in NIS) per annum, which includes payment for managing our entire on-going North America activities. The additional \$62,000 over the aggregated total \$400,000 annual salary is attributed to the change in the \$/NIS exchange rate from the date of the Shareholders' Annual General Meeting in 2012 where Mr. Zisapel's salary was approved to the average \$/NIS exchange rate in 2021.
- (6) Consistent with our Compensation Policy, and as approved by our shareholders in November 2020, Mr. Roy Zisapel is entitled to an annual bonus of up to \$600,000 (or the equivalent in NIS).

* All or part of the base salary is denominated in NIS whereas our functional currency is dollars and therefore fluctuations in dollar amounts may be attributed to exchange rate fluctuations.

Compensation of Directors

Our non-employee directors are entitled to the following compensation: (i) annual compensation in the amount of NIS 120,800 (currently equivalent to approximately \$37,645) per year of service; (ii) per meeting remuneration of NIS 3,600 (currently equivalent to approximately \$1,122) for each board or committee meeting attended, provided that the director is a member of such committee; (iii) compensation for telephonic participation in board and committee meetings (where other members physically attend) in an amount of 60% of what is received for physical participation; and (iv) compensation for board and committee meetings held via electronic means without physical participation in an amount of 50% of what is received for physical meetings. All amounts payable under items (i), (ii), (iii) and (iv) above are subject to adjustment for changes in the Israeli consumer price index after December 2007 and changes in the amounts payable pursuant to Israeli law from time-to-time.

In addition, our non-employee directors are entitled to a grant of options under our stock option plans to purchase 20,000 ordinary shares for each year in which such non-employee director holds office. The options are granted for three years in advance, and therefore every director receives an initial grant of options to purchase 60,000 ordinary shares which vest over a period of three years, with a third (20,000) to vest upon each anniversary of service, provided that the director still serves on the Company's Board of Directors on the date of vesting. The grant is made on the date of the director's election (or the date of commencement of office, if different), and thereafter, every three years, if reelected, an additional grant of options to purchase an additional 60,000 ordinary shares will be made on the date of each annual meeting in which such director is reelected. The exercise price of all options shall be equal to the fair market value of the ordinary shares on the date of the grant (i.e., an exercise price equal to the market price of our ordinary shares on the date of the annual meeting approving the election or reelection of a director or the date of commencement of office, if different).

C. Board Practices

Introduction

Since we are incorporated as an Israeli company, we are subject to the provisions of the Companies Law and the regulations adopted thereunder. In addition, since our ordinary shares are listed on the Nasdaq Global Select Market, we are also subject to the Nasdaq rules.

According to the Companies Law and our Articles of Association, the oversight of the management of our business is vested in our Board of Directors. Our Board of Directors may exercise all powers and may take all actions that are not specifically granted to our shareholders. As part of its powers, our Board of Directors may cause us to borrow or secure payment of any sum or sums of money for our purposes, at times and upon terms and conditions as it determines, including the grant of security interests in all or any part of our property.

Our Articles of Association provide for a Board of Directors of not less than five and not more than nine directors. Currently, our Board of Directors consists of seven directors. In accordance with current Nasdaq requirements, nominees for election as directors are approved and recommended to the Board of Directors by a majority of our independent directors.

Under the Companies Law, our Board of Directors is required to determine the minimum number of directors having accounting and financial expertise, as defined in regulations promulgated under the Companies Law, that our Board of Directors should have. In determining the number of directors required to have such expertise, the Board of Directors must consider, among other things, the type and size of the company and the scope and complexity of its operations. Our Board of Directors has determined that we require at least one director with the requisite financial and accounting expertise and that Ms. Naama Zeldis has such expertise.

Staggered Board

In accordance with the terms of our Articles of Association, our Board of Directors is divided into three classes with each class of directors serving until, generally, the third annual meeting following their election as follows:

Class	Term expiring at the annual meeting for the year	Directors
Class II	2022	Roy Zisapel and Naama Zeldis
Class III	2023	Gabi Seligsohn and Stanley Stern
Class I	2024	Yehuda Zisapel, Yair Tauman and Yuval Cohen

At each annual meeting of shareholders after the initial classification, the successors to directors whose terms will then expire will be elected to serve from the time of election and qualification until the third annual meeting following such election. Directors are elected by a simple majority of the votes cast by our shareholders at an annual general meeting, whereas a director's removal from office requires the vote of at least 75% of the voting power represented at the general meeting. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, to the nearest extent possible, each class will consist of one-third of the directors. This classification of our Board of Directors may have the effect of delaying or preventing changes in control or management of our Company.

For a description of how long our directors and officers have served in their current positions, please see Item 6.A "Directors and Senior Management."

External Directors and Israeli Relief Regulations

Under the Companies Law, companies incorporated under the laws of Israel whose shares are listed for trading on a stock exchange or have been offered to the public in or outside of Israel, are required to appoint at least two external directors. However, pursuant to Israeli regulations promulgated under the Companies Law, companies whose shares are traded on specified non-Israeli stock exchanges, including Nasdaq, and which do not have a controlling shareholder, such as Radware, may elect to opt out of the requirement to maintain external directors as well as elect to opt out of the composition requirements under the Companies Law with respect to the audit and compensation committees.

Consistent with the aforesaid relief regulations, in February 2020, we elected to opt out from the requirement to appoint external directors and from the composition requirements for the audit and compensation committees under the Companies Law. Our eligibility to opt out is conditioned upon: (i) the continued listing of our ordinary shares on the Nasdaq (or one of a few other specified non-Israeli stock exchanges); (ii) there not being a controlling shareholder of our Company; and (iii) our compliance with the SEC rules and Nasdaq requirements as to the composition of (a) our board of directors (which requires that we maintain a majority of independent directors on our board of directors) and (b) the audit and compensation committees of our board of directors (which, subject to certain exceptions, require that such committees consist solely of independent directors (at least three and two members, respectively), as described under the Nasdaq rules).

Our election to exempt our Company from compliance with the external director and audit and compensation committee requirements can be reversed at any time by our Board of Directors, in which case we would need to hold a shareholder meeting to once again appoint external directors, whose election, by a special majority, would initially be for a three-year term.

Our Committees

The Board of Directors appoints committees to help carry out its duties. Each committee reports the results of its meetings to the full Board of Directors. The Board of Directors established an Audit Committee and a Compensation Committee and, from time to time, establishes other "ad-hoc" committees of members of the Board of Directors for specific duties or assignments and limited duration.

Audit Committee

Our ordinary shares are listed on the Nasdaq Global Select Market, and we are subject to the Nasdaq rules applicable to listed companies. Under the Nasdaq rules, we are required to have an audit committee consisting of at least three independent directors, all of whom are financially literate and one of whom has accounting or related financial management expertise. To the extent a company is required to appoint external directors, the audit committee must include all of the external directors and comply with additional requirements as to the composition thereof under the Companies Law. However, when we elected to exempt our Company from the external director requirement, we concurrently elected to exempt our Company from all of such requirements.

Our Board has determined that all directors serving on our Audit Committee (namely, Mr. Stanley Stern, Ms. Naama Zeldis, Prof. Yair Tauman and Yuval Cohen) meet the independence standards required of Audit Committee members by the Securities Exchange Act of 1934 and the Nasdaq rules. In addition, the Board of Directors has determined that Ms. Naama Zeldis is considered an “audit committee financial expert” (as defined by SEC rules).

In accordance with the Nasdaq rules, our Audit Committee has adopted a charter that sets forth the Audit Committee’s purpose and responsibilities, which include, among other things, (1) assisting the Board of Directors in fulfilling its responsibility for oversight of the quality and integrity of our accounting, auditing and financial reporting practices and financial statements and the independence qualifications and performance of our independent auditors, and (2) selecting, evaluating and, where appropriate, recommending to replace the independent auditors (or to nominate the independent auditors subject to shareholder approval) and pre-approving audit engagement fees and all permitted non-audit services and fees. Our Audit Committee must also review and approve all related party transactions specified under Item 7.B of Form 20-F.

In accordance with the Companies Law, the duties of our Audit Committee, in addition to the requirements imposed by the Nasdaq rules, include, among other things, (1) identifying irregularities in the business management of the Company, including in consultation with the internal auditor and/or the Company’s independent accountants, and recommending remedial measures to the Board of Directors, (2) reviewing, and, where appropriate, approving certain interested party transactions specified under the Companies Law, as more fully described in Exhibit 2.1 to this annual report under the heading “Approval of Specified Related Party Transactions under Israeli Law,” and (3) examining and monitoring the work of our internal auditor.

Our Audit Committee also functions as our Qualified Legal Compliance Committee, or the QLCC. In its capacity as the QLCC, our Audit Committee is responsible for investigating reports made by any of our attorneys appearing and practicing before the SEC of perceived material violations of U.S. federal or state securities laws, breaches of fiduciary duty or similar violations by us or any of our agents.

Compensation Committee

Pursuant to applicable Nasdaq rules, the compensation payable to a company’s chief executive officer and other executive officers must generally be approved by a compensation committee comprised solely of independent directors. To the extent a company is required to appoint external directors, the compensation committee must include all of the external directors and comply with additional requirements as to the composition thereof under the Companies Law. However, when we elected to exempt our Company from the external director requirement, we concurrently elected to exempt our Company from all of such requirements.

Under the Companies Law, the role of the compensation committee includes recommending to the Board of Directors, for ultimate shareholder approval by a special majority, a policy governing the compensation of office holders based on specified criteria; reviewing, from time to time, modifications to the compensation policy and examining its implementation; approving the actual compensation terms of office holders prior to approval thereof by the Board of Directors; and resolving whether to exempt the compensation terms of a candidate for chief executive officer from shareholder approval. The Companies Law defines the term "office holder" of a company to include a director, the chief executive officer, the chief financial officer, a vice president and any officer of the company that reports directly to the chief executive officer.

Pursuant to its charter, our Compensation Committee is authorized to make decisions regarding executive compensation and terms and conditions of employment, to follow market trends and provide recommendations to the Board of Directors in connection with the Company's general compensation philosophy and policies, as well as to recommend that the Board of Directors issue options under our stock option plans. The Compensation Committee reviews and determines, on behalf of the Board of Directors, the amounts and types of compensation to be paid to the Company's Chief Executive Officer and other executive officers.

Our Compensation Committee currently consists of Mr. Gabi Seligsohn, Prof. Yair Tauman, Ms. Naama Zeldis and Mr. Yuval Cohen, all of whom are independent directors.

Nomination of Directors

Our independent directors consider and vote upon nominations to our Board of Directors.

Board and Committee Meetings

The table below describes the number of meetings and attendance rates of our Board of Directors, Audit Committee and Compensation Committee in 2021*:

Name of Body	No. of Meetings in 2021	Average Attendance Rate**
Board of Directors	23	98.55%
Audit Committee	11	100%
Compensation Committee	10	100%

* Excludes ad-hoc committees.

** Meetings at which a director was not allowed to attend as a matter of applicable law were not counted as a failure to attend.
Each director attended at least 96% of all Board meetings.**

Directors' Service Contracts

Except as described in Item 6.B above, we do not, as of the date of filing of this annual report, have service or employment contracts with our directors providing for benefits upon termination of employment.

Internal Auditor

Under the Companies Law, the board of directors of a public company must appoint an internal auditor proposed by the audit committee. The role of the internal auditor is to examine, among other things, whether the company's conduct complies with applicable law and orderly business procedure. The internal auditor may participate in all audit committee meetings and has the right to demand that the chairman of the audit committee convene a meeting. Under the Companies Law, the internal auditor may be an employee of the company but may not be an interested party, an office holder or a relative of any of the foregoing, nor may the internal auditor be the company's independent accountant or its representative. Mr. Oren Groupi, CPA, Partner in KPMG Israel, is our internal auditor.

Additional Information

For additional information regarding the fiduciary duties and other legal requirements relating to the conduct of our directors and executive officers, see in Exhibit 2.1 to this annual report under the heading "Board of Directors."

D. Employees

At the time of commencement of employment, our employees in North America generally sign offer letters specifying basic terms and conditions of employment, whereas our employees in Israel, including our executive officers, generally sign standard written employment agreements. The employees in our other jurisdictions sign employment agreements, which differ according to customary practices in the country in which they are located. All our employees worldwide sign confidentiality and non-compete terms and conditions.

The following table details certain data on our workforce (including temporary employees and subcontractors) as at the period indicated:

	As of December 31,		
	2021	2020	2019
<i>Approximate numbers of employees and subcontractors by geographic location:</i>			
Israel	488	494	482
North, Central and South America (principally the United States)	226	226	221
EMEA (Europe, the Middle East and Africa)	125	116	108
Asia-Pacific	304(*)	286(*)	283(*)
Total workforce	1,143	1,122	1,094
<i>Approximate numbers of employees and subcontractors by category of activity:</i>			
Research and development	433(*)	416(*)	415(*)
Sales, technical support, business development and marketing	578	574	539
Management, operations and administration	132	132	140
Total workforce	1,143	1,122	1,094

(*) Includes 68, 55 and 57 subcontractors, as of December 31, 2021, 2020 and 2019, respectively.

We are subject to Israeli labor laws and regulations with respect to our Israeli employees. These laws principally concern matters such as paid annual vacation, paid sick days, length of the workday and work week, minimum wages, pay for overtime, insurance for work-related accidents, severance pay and other conditions of employment.

Furthermore, we and our Israeli employees are subject to provisions of the collective bargaining agreements between the "Histadrut," the General Federation of Labor in Israel, and the Coordination Bureau of Economic Organizations, including the Industrialists Association, by governmental order. These provisions principally concern social benefits, cost of living increases, recreation pay and other conditions of employment. We generally provide our employees with benefits and working conditions above the required minimums.

The employees of our subsidiaries are subject to local labor laws, regulations and/or collective bargaining agreements that vary from country to country.

Our employees are not represented by a labor union.

We consider our relations with our employees to be good, and we have never experienced a strike or work stoppage.

E. Share Ownership

The following table sets forth certain information regarding the beneficial ownership of our ordinary shares by our directors and officers as of April 4, 2022. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Ordinary shares relating to options or RSUs currently exercisable or exercisable (vested in the case of RSUs) within 60 days of the date of this table are deemed outstanding for computing the percentage of the person holding such securities but are not deemed outstanding for computing the percentage of any other person. Except as indicated by footnote, and subject to community property laws where applicable, the persons named in the table above have sole voting and investment power with respect to all shares shown as beneficially owned by them:

Name	Number of ordinary shares	Percentage of outstanding ordinary shares**
Yehuda Zisapel (1)	1,786,611	3.95%
Roy Zisapel (2)	1,452,284	3.21%
Gabi Seligsohn (3)	*	*
Stanley Stern (3)	*	*
Naama Zeldis (3)	*	*
Yair Tauman (3)	*	*
Yuval Cohen	*	*
Gabi Malka (3)	*	*
David Aviv (3)	*	*
Sharon Trachtman (3)	*	*
Guy Avidan (3)	*	*
Yoav Gazelle (3)	*	*
All directors and executive officers as a group (12 persons) (4)	3,527,245	7.74%

* Reflects ownership of less than 1%.

** The percentages shown are based on 45,251,606 ordinary shares issued and outstanding as of April 4, 2022. This figure of outstanding ordinary shares excludes (i) 12,000 RSUs and (ii) employee stock options to purchase an aggregate of 300,350 ordinary shares at a weighted average exercise price of approximately 23.37 per share, with the latest expiration date of these options being in November 2025 (of which, options to purchase 250,350 of our ordinary shares were exercisable as of April 4, 2022).

(1) Consists of (i) 1,438,111 shares held directly by Yehuda Zisapel; (ii) 324,500 shares held of record by Neurim Pharmaceuticals (1991) Ltd., an Israeli company wholly owned in equal parts by Yehuda Zisapel and Nava Zisapel; and (iii) 24,000 options to purchase ordinary shares, which options are fully vested or which will be fully vested within the next 60 days. The options consist of 24,000 options at an exercise price of \$27.15, which expire in November 2023. In addition, Nava Zisapel holds 2,735,676 ordinary shares which are not included in the total shares reported above as beneficially owned by Yehuda Zisapel. Yehuda and Nava Zisapel have an agreement which provides for certain coordination in respect of sales of shares of Radware as well as for tag along rights with respect to off-market sales of shares of Radware.

(2) Consists of 1,452,284 shares.

(3) Owns less than 1% of our outstanding ordinary shares (including options held by each such individual, which are vested or shall become vested within 60 days of the date of this annual report) and have therefore not been separately disclosed.

(4) Consists of 3,214,895 shares, 12,000 RSUs and 300,350 options to purchase ordinary shares. The options consist of (i) 15,000 options at an exercise price of \$17.35, which expire in December 2022, (ii) 30,000 options at an exercise price of \$17.63, which expire in October 2022, (iii) 40,000 options at an exercise price of \$22.51, which expire in December 2024, (iv) 31,350 options at an exercise price of \$22.70, which expire in January 2025, (v) 30,000 options at an exercise price of \$23.46, which expire in July 2025, (vi) 40,000 options at an exercise price of \$24.06, which expire in July 2025, (vii) 20,000 options at an exercise price of \$24.32, which expire in November 2025, (viii) 20,000 options at an exercise price of \$24.74, which expire in November 2025, (ix) 50,000 options at an exercise price of \$26.36, which expire in October 2023 and (x) 24,000 options at an exercise price of \$27.15, which expire in November 2023.

Key Employee Share Incentive Plan

In August 1997, we adopted our Key Employee Share Incentive Plan (1997), as amended, or the Share Incentive Plan. Under the plan, stock options as well as restricted stock units, or RSUs, may be granted to employees employed by us or by our affiliates.

The Share Incentive Plan is administered by the Compensation Committee subject to the provisions of the Companies Law. Pursuant to the plan, the Compensation Committee has the authority to determine (subject to applicable law), or advise the Board of Directors, in its discretion:

- the persons to whom options or RSUs are granted;
- the number of shares underlying each equity award;
- the time or times at which the award shall be made;
- the exercise price, vesting schedule and conditions pursuant to which the awards are exercisable, including cashless exercises; and
- any other matter necessary or desirable for the administration of the plan.

In addition, the Share Incentive Plan provides that, unless determined otherwise by our Board of Directors (or a committee thereof), in the event of a “Hostile Takeover,” which is defined to include, among others, an unsolicited acquisition of more than 20% of our outstanding shares (other than a purchase by Mr. Yehuda Zisapel), the vesting of all or a portion of our outstanding equity awards, will accelerate. As a result, an acquisition of our Company that triggers the said acceleration will be more costly to a potential acquirer.

Options granted pursuant to the Share Incentive Plan are typically granted for a term of 62 months from the date of the grant of the option. As of December 31, 2021, 33,312,967 ordinary shares have been reserved for equity grants under the plan, of which we have granted (i) options to purchase 27,941,346 ordinary shares at a weighted average exercise price of \$7.70 per ordinary share and (ii) and issued 4,501,870 RSUs.

The Share Incentive Plan allows the allocation of short-term options to grantees who are not residents of Israel or the United States, with a grant price of 90% of the closing sales price for the shares on the Nasdaq on the date of grant of a respective option award. As of December 31, 2021, 1,000,000 ordinary shares have been reserved for option grants under this arrangement, of which we have granted options to purchase 236,694 ordinary shares at a weighted average exercise price of \$7.09 per ordinary share. This arrangement does not affect the possibility of issuing options under the Share Incentive Plan as detailed above. However, any person who participates in the ESPP (as defined below) shall not be an eligible grantee for purposes of such arrangement.

Directors and Consultants Option Plan

In February 2000, we adopted a Directors and Consultants Option Plan, which is administered by our Compensation Committee. Options granted pursuant to our Directors and Consultants Options Plan are for a term of 62 months from the date of the grant of the option. The terms of the Directors and Consultants Option Plan are similar to the terms of the Share Incentive Plan. The Directors and Consultants Option Plan relies on the 33,312,967 ordinary shares reserved for option grants shares under the Share Incentive Plan which can be rolled over between such plans. The Compensation Committee may not grant options to members of the Committee or to a shareholder of over 10% of our issued and outstanding shares.

Employee Share Purchase Plan

In February 2010, our Board of Directors adopted the 2010 Employee Share Purchase Plan (ESPP), which provides for the issuance of a maximum of 2,000,000 ordinary shares. Pursuant to the ESPP, eligible employees (including only Israeli and United States residents) could have up to 10% of their net income withheld, up to certain maximums, to be used to purchase our ordinary shares. The ESPP is implemented with overlapping one year offering periods, each one consisting of two purchases, once in every six-month period. The price of each ordinary share purchased under the ESPP is equal to 90% of the closing price for the shares on the respective offering date. As of December 31, 2021, a total of 255,560 shares had been purchased under the ESPP. During 2021, no shares were purchased under the ESPP.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**A. Major Shareholders**

The following table sets forth certain information regarding the beneficial ownership of our ordinary shares as of April 4, 2022, by each person or entity known to own beneficially more than 5% of our outstanding ordinary shares based on information provided to us by the holders or disclosed in public filings with the SEC. The voting rights of all major shareholders are the same as for all other shareholders.

Name	Number of ordinary shares*	Percentage of outstanding ordinary shares**
Artisan Partners Limited Partnership (1)	4,097,761	9.06%
Senvest Management, LLC (2)	3,180,659	7.03%
Nava Zisapel (3)	3,060,176	6.76%
Legal & General Investment Management (Holdings) Limited (4)	2,398,808	5.30%

* Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Ordinary shares relating to options or RSUs currently exercisable or exercisable (vested in the case of RSUs) within 60 days of the date of this table are deemed outstanding for computing the percentage of the person holding such securities but are not deemed outstanding for computing the percentage of any other person. Except as indicated by footnote, and subject to community property laws where applicable, the persons named in the table above have sole voting and investment power with respect to all shares shown as beneficially owned by them.

** The percentages shown are based on 45,251,606 ordinary shares issued and outstanding as of April 4, 2022. This figure of outstanding ordinary shares excludes (i) 12,000 RSUs and (ii) employee stock options to purchase an aggregate of 300,350 ordinary shares at a weighted average exercise price of approximately \$23.37 per share, with the latest expiration date of these options being in November 2025 (of which, options to purchase 250,350 of our ordinary shares were exercisable as of April 4, 2022).

(1) Shares are beneficially owned by Artisan Partners Limited Partnership, Artisan Investments GP LLC, Artisan Partners Holdings LP, Artisan Partners Asset Management Inc. and Artisan Partners Funds, Inc. (collectively, "Artisan"). This information is based on information provided in Amendment No. 1 to the Statement on Schedule 13G filed with the SEC by Artisan on February 4, 2022. The business address of Artisan is 875 East Wisconsin Avenue, Suite 800, Milwaukee, WI 53202.

(2) Shares are beneficially owned by Senvest Management, LLC and Mr. Richard Mashaal (collectively, "Senvest"). This information is based on information provided in Amendment No. 17 to the Statement on Schedule 13G filed with the SEC by Senvest on February 9, 2022. The business address of Senvest is 540 Madison Avenue, 32nd Floor, New York, New York 10022.

(3) Of the ordinary shares beneficially owned by Ms. Nava Zisapel, (i) 2,467,843 are held directly; (ii) 267,833 are held of record by Carm-AD Ltd., an Israeli company owned 100% by Nava Zisapel; and (iii) 324,500 are held of record by Neurim Pharmaceuticals (1991) Ltd., an Israeli company wholly owned in equal parts by Yehuda Zisapel and Nava Zisapel. As noted in footnote 1 in Item 6.E "Share Ownership," Yehuda and Nava Zisapel have an agreement which provides for certain coordination in respect of sales of shares of Radware as well as for tag along rights with respect to off-market sales of shares of Radware.

(4) This information is based on information provided in the Statement on Schedule 13G filed with the SEC by Legal & General Investment Management (Holdings) Limited ("LGIM") and GO UCITS ETF Solutions LLP ("GO UCITF") on February 14, 2022. According to such information, of the ordinary shares beneficially owned by LGIM and GO UCITF per the table above, LGIM has sole dispositive power with respect to such shares and, together with GO UCITF, shared voting power over such shares. The business address of LGIM and GO UCITF is One Coleman Street, London, England, EC2R 5AA.

To our knowledge, the Company is not directly or indirectly owned or controlled by another corporation, by any foreign government or by any other natural or legal person severally or jointly. There are no arrangements, known to the Company, the operation of which may at a subsequent date result in a change in control of the Company.

Significant Changes in the Ownership of Major Shareholders

During the past three years, the significant changes in the percentage ownership of our major shareholders were as follows:

- Based on Amendment No. 17 to the Statement on Schedule 13G filed with the SEC by Senvest on February 9, 2022, Senvest beneficially owned 3,180,659 of our outstanding ordinary shares. Based on previous amendments to the Schedule 13G filed with the SEC by Senvest, Senvest beneficially owned (i) as of February 12, 2021, 3,221,414 of our outstanding ordinary shares and (ii) as of February 7, 2020, 5,401,595 of our outstanding ordinary shares.
- Based on Amendment No. 6 to the Statement on Schedule 13G filed with the SEC by Cadian Cadian Capital Management, LP, Cadian Capital Management GP, LLC and Mr. Eric Bannasch (collectively, "Cadian") on February 14, 2022, Cadian does not beneficially own any of our outstanding ordinary shares. Based on previous amendments to the Schedule 13G filed with the SEC by Cadian, Cadian beneficially owned (i) as of February 12, 2021, 4,380,953 of our outstanding ordinary shares and (ii) as of February 13, 2020, 4,232,009 of our outstanding ordinary shares.
- Based on Amendment No. 2 to the Statement on Schedule 13G filed with the SEC by Morgan Stanley and Morgan Stanley Capital Services LLC (collectively, "Morgan Stanley") on November 9, 2021, Morgan Stanley owned 315,853 of our outstanding ordinary shares. Based on previous amendments to the Schedule 13G filed with the SEC by Morgan Stanley on February 11, 2021, Morgan Stanley beneficially owned 2,661,708 of our outstanding ordinary shares.

Major Shareholders Voting Rights

Our major shareholders do not have different voting rights from those of other shareholders.

Record Holders

Based on a review of the information provided to us by our transfer agent, as of April 4, 2022, there were 26 holders of record of our ordinary shares, of which 16 record holders, holding approximately 7.96% of our ordinary shares, had registered addresses in Israel, and of which 7 record holders, holding approximately 92.03% of our ordinary shares, had registered addresses in the United States. These numbers are not representative of the number of beneficial holders of our ordinary shares nor is it representative of where such beneficial holders reside, since many of these ordinary shares were held of record by brokers or other nominees (including one U.S. nominee company, CEDE & Co., which held approximately 92.03% of our outstanding ordinary shares as of said date).

B. Related Party Transactions

Overview

We have entered into a number of agreements with certain companies that form part of the RAD-Bynet Group, of which Yehuda, Nava and Zohar Zisapel are co-founders, directors and/or shareholders. Yehuda Zisapel, the Chairman of our Board of Directors, and Roy Zisapel, our President and Chief Executive Officer and a director, also hold approximately 89% and 11%, respectively, in one of these RAD-Bynet Group entities, SecurityDAM. Mr. Roy Zisapel also serves as a director of RAD Data Communications Ltd., another company in the RAD-Bynet Group.

Under these agreements, we lease property and purchase certain products and services from certain member entities of the RAD-Bynet Group. In addition, as described below, in February 2022, we acquired the technology and operations of SecurityDAM, to which we sometime refer as the SecurityDAM Acquisition.

The RAD-Bynet Group consists of manufacturers of communications solutions comprised of hardware and/or software and communications solution providers, distributors and integrators as well as service providers. The RAD-Bynet Group includes companies dealing in advanced communication technology, networks, and integration. Companies within the RAD-Bynet Group provide a variety of solutions and services to their customers, including engineering, purchasing and sub-contracting, production and final testing, planning and control, and support for end users. The RAD-Bynet Group also includes a few companies that provide services that support the activities of the other RAD-Bynet Group members, such as real estate leasing and administrative services. Some of the products of members of the RAD-Bynet Group are complementary to, and may be used in connection with, our products and services. Each company in the RAD-Bynet Group is independent from the others. The ownership and Board of Directors structure of each RAD-Bynet Group member is different and certain of the RAD-Bynet Group members are publicly traded companies. See Item 4.C "Organizational Structure," for additional details about the group.

We believe that our transactions and arrangements with affiliated parties, including members of the RAD-Bynet Group, are in the ordinary course of our business (other than the SecurityDAM Acquisition) and are not unusual in their nature or conditions. However, in accordance with the Companies Law, they generally require the approval of our Audit Committee and our Board of Directors and may, in certain circumstances, such as to the extent they relate to compensation terms of our directors, require approval by our shareholders. In this respect, as permitted by the Companies Law, our Audit Committee established internal policies with certain criteria and procedures designed to ensure that the terms of the transactions to which we enter into with companies within the RAD-Bynet Group are made on market terms and, at the same time, where such transactions are immaterial or negligible, both from a qualitative and quantitative perspective (and/or are otherwise believed to be routine), would not require the pre-approval of our Audit Committee and Board of Directors. Our management is required to examine whether transactions with the RAD-Bynet Group comply with such criteria, and transactions that do not meet the criteria require pre-approval of our Audit Committee and such other corporate approvals prescribed by the Companies Law.

We believe that the terms of the transactions to which we have entered into with member entities of the RAD-Bynet Group are not different in any material respect from terms we could obtain from unaffiliated third parties and are beneficial to us and no less favorable to us than terms that might be available to us from unaffiliated third parties. The pricing of the transactions was based on negotiations between the parties, and members of our management reviewed the pricing of these agreements, as well as, in some cases, used a third-party consulting firm, and confirmed that they were not different in any material respect than that which could have been obtained from unaffiliated third parties.

In the event that we cease to be a member of the RAD-Bynet Group, we may not be able to obtain the current rates for such services. We believe, however, that due to the affiliation between us and the RAD-Bynet Group, we have greater flexibility in obtaining certain terms and conditions that may not be available from unaffiliated third parties on similar products and services.

The SecurityDAM Acquisition

On February 17, 2022, we completed the acquisition of SecurityDAM's technology and operations pursuant to an Asset Purchase Agreement, dated as of February 16, 2022, by and between us and SecurityDAM (the "Purchase Agreement").

As previously disclosed, Yehuda Zisapel, the Chairman of our Board of Directors (the "Board"), and Roy Zisapel, our President and Chief Executive Officer and a member of the Board (together, the "Key Shareholders"), hold a majority stake and a minority stake, respectively, in SecurityDAM. Until the completion of the acquisition, SecurityDAM was the sole provider of scrubbing center services for our cloud DDoS protection service through a global network of scrubbing centers pursuant to agreements we entered into with SecurityDAM in 2014 and 2015 (as amended, the "SDM Agreements"). Such scrubbing center services include, for example, building and operating the network services for DDOS mitigation, managing the routing of traffic to and from these centers to customer premises, diverting the traffic of an attacked site of a customer to a scrubbing center, developing the customer portal of the service and the operation, monitoring and automation software required for operating the service. Total cost of services received from SecurityDAM amounted to approximately \$11.5 million in 2021, compared to \$10.2 million in 2020 and \$7.1 million in 2019, and, generally, were based on a percentage of the revenues we generated related to SecurityDAM's services.

Under the Purchase Agreement, we acquired, on a cash-free, debt-free basis, substantially all of SecurityDAM's operating assets, including technology, and assumed certain specified post-closing liabilities related to the contracts assigned by SecurityDAM to us, for a purchase price of (i) \$30.0 million (subject to adjustments for intra-party balances related to the SDM Agreements and certain other deductions) (the "Closing Payment") plus (ii) contingent payments of up to \$12.5 million based on the performance of our cloud DDoS protection service after the acquisition, in each case, plus VAT.

The Purchase Agreement includes customary representations, warranties and covenants by the parties, which survived the closing and, in the case of representations and warranties, will expire, subject to certain exceptions, fifteen months following the closing. Under the Purchase Agreement, the parties have also agreed to indemnify each other against certain losses, including losses for breaches of representations, warranties, covenants and certain additional liabilities. SecurityDAM's indemnification obligations are subject to certain limitations, including (1) a cap of \$3.0 million on its obligation to indemnify us for breach of representations (other than fundamental representations and certain other circumstances set forth in the Purchase Agreement) and (2) a restriction that indemnification may not be sought for breach of representations (other than fundamental representations and certain other circumstances set forth in the Purchase Agreement) unless and until the aggregate amount of damages equals or exceeds \$250,000. Pursuant to the Purchase Agreement, we retained \$3.0 million from the Closing Payment as security for the satisfaction of indemnification obligations of SecurityDAM.

SecurityDAM, the Key Shareholders and certain key employees of SecurityDAM entered into non-competition agreements with us whereby they agreed, among other things, that, for the periods set forth therein, they would refrain from competing with us in the business that SecurityDAM conducted prior to the closing, with certain exceptions set forth therein.

Since SecurityDAM is a related party, our Board determined to form a special committee of directors consisting solely of independent directors (the "Special Committee") to examine the transaction and its alternatives, determine whether to pursue the transaction, and negotiate and approve its terms. The Special Committee engaged Stifel, Nicolaus & Company, Incorporated as its independent financial advisor and Gross & Co. as its independent legal advisor. Based on the unanimous recommendation of the Special Committee, the Purchase Agreement was also approved by the Audit Committee of the Board and all of the disinterested Board members.

Lease of Property

We lease the office space for our headquarters and principal R&D, administrative, finance and marketing and sales operations from private companies within the RAD-Bynet Group that are owned by Zohar Zisapel, Nava Zisapel and Yehuda Zisapel:

- One lease is a five-story building in Tel Aviv, Israel, consisting of approximately 40,000 square feet, plus storage and parking space. The lease expires in June 2030 with an option to terminate by us by way of prior notice in June 2025. The annual rent amounts to approximately \$705,000.

- Another, second lease, consists of five floors in the Or Tower in Tel Aviv, Israel with approximately 68,000 square feet, plus parking spaces. The lease expires in June 2030. The annual rent amounts to approximately \$2,000,000. In this annual report, we sometime refer to this lease as well as the lease described above as the “Lease Agreements for the Company’s Headquarters.”
- We also lease approximately 3,600 square feet of space in Jerusalem, Israel, for development facilities from an affiliated company owned by Yehuda and Nava Zisapel. This lease expires in July 2025. The annual rent amounts to approximately \$97,000.
- In addition, we lease approximately 15,000 square feet of space in Jerusalem, Israel, for manufacturing facilities from an affiliated company owned by Yehuda, Nava and Zohar Zisapel. This lease expires in July 2025. The annual rent amounts to approximately \$287,000.
- We lease approximately 16,900 square feet in Mahwah, New Jersey, consisting of approximately 12,700 square feet of office space and 4,200 square feet of warehouse space, from an affiliated company owned by Yehuda, Nava and Zohar Zisapel. The annual rent amounts to approximately \$188,000. The lease expires in December 2025.

Distribution Agreement

Bynet Data Communications Ltd. (Bynet), a member of the RAD-Bynet Group, distributes our products in Israel on a non-exclusive basis. We have a written distributor agreement with Bynet under which we provide Bynet with discounts on our solutions similar to the discounts provided to third-party distributors in the region in the ordinary course of business. The total sales to Bynet (and other companies in the RAD-Bynet Group) under such distributor agreement amounted to approximately \$3.1 million in 2021, compared to \$3.2 million in 2020.

Additional RAD-Bynet Group Equipment and Services

We purchase the following additional equipment services from members of the RAD-Bynet Group: network management, IT and communication services, equipment testing and repair, inventory, cloud hosting services, electricity charges, parking and building maintenance, reception and security services, vehicles and human resource administration and marketing services.

A portion of the above services, such as electricity charges, are “pass through” services for which we are charged on a “back-to-back” basis according to our actual usage (i.e., we are charged pro rata based on the actual charge of the third-party electricity company) due to the fact that we lease part of our facilities from a number of other RAD-Bynet Group members. Other services mentioned above, such as vehicles and human resource administration, are performed by one of the RAD-Bynet Group companies and are provided to all members of the RAD-Bynet Group, in order to achieve lower prices for these services based on economies of scale. In addition, since the RAD-Bynet Group is comprised of a number of companies that are engaged in our industry, the RAD-Bynet Group companies initiate marketing events from time to time, which we participate in, to promote the RAD-Bynet Group members’ products. The charges for these services are based on actual costs incurred and are allocated to the Company according to its relative part in such services (e.g., vehicles administration – according to the number of the Company’s vehicles out of the total vehicles of the RAD-Bynet Group; marketing events – according to the number of participants who are our customers out of the total number of participants in the events).

Following is a summary of the general purchases of products and services from the RAD-Bynet Group companies (excluding leases, distribution and the services previously provided by SecurityDAM, which are described above) during 2021:

<u>Entity</u>	<u>Products/Services</u>
Bynet Data Communications Ltd.	Network management, IT and communication equipment, testing and repair, mutual marketing activities
Internet Binat Ltd.	IT and communication services
Bynet System Applications Ltd.	Communication equipment and services
Rad Data Communications Ltd.	Operating services and manpower
Cloudride Ltd.	Cloud hosting services, mutual marketing activities
Bynet Electronics Ltd.	Testing equipment and related services

The total cost of our purchases from the RAD-Bynet Group entities referenced in the table above amounted to approximately \$3.3 million in 2021, compared to \$2.7 million in 2020.

Compensation of President and Chief Executive Officer

See discussion in Item 6.A "Directors and Senior Management."

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Financial Statements

See Item 18 “Financial Statements.”

Export Sales

For the year ended December 31, 2021, the amount of our export sales (i.e., sales outside Israel) was approximately \$273.1 million, which represents 95.0% of our total revenues in 2021.

Legal Proceedings

We are, or may be, from time to time named as a defendant in certain routine litigation incidental to our business. However, we are currently not, and have not been in the recent past, a party to any legal proceedings which may have or have had in the recent past significant effects on our financial position or profitability.

Dividend Distribution Policy

We have never paid and do not intend to pay cash dividends on our ordinary shares in the foreseeable future. In recent years and specifically in the past eight consecutive years, our Board of Directors has approved repurchase programs of our ordinary shares, which we implement based on market conditions, share price, trading volume and other factors (see Item 16.E “Purchases of Equity Securities by the Issuer and Affiliated Purchasers.”). Otherwise, our policy is to retain earnings and other cash resources to continue the development and expansion of our business. Any future dividend policy will be determined by our Board of Directors and will be based upon conditions then existing, including our results of operations, financial condition, current and anticipated cash needs, contractual restrictions and other conditions. See also in Exhibit 2.1 to this annual report under the heading “Dividend, Liquidation Rights and Rights to Shares in Profits.”

B. Significant Changes

Except as otherwise disclosed in this annual report, we are not aware of any significant changes that have occurred since December 31, 2021.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Our ordinary shares have been listed for quotation on the Nasdaq Global Select Market since September 30, 1999 under the symbol “RDWR”.

B. Plan of Distribution

Not applicable.

C. Markets

Our ordinary shares are listed for quotation on the Nasdaq Global Select Market under the symbol “RDWR.”

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Copies of our Memorandum of Association and our Amended and Restated Articles of Association are filed as Exhibits 1.1 and 1.2 to this annual report. A description of each class of securities registered under Section 12 of the Securities Exchange Act of 1934 is included in Exhibit 2.1 to this annual report and is incorporated herein by reference.

C. Material Contracts

See the summary of the terms of the Lease Agreements for the Company's Headquarters in Item 7.B "Related Party Transactions—Lease of Property". See the summary of the terms of the Purchase Agreement under Item 7.B "Related Party Transactions—The SecurityDAM Acquisition". Except as disclosed therein, we are not currently, nor have we been for the two years immediately preceding the date of this Annual Report, party to any material contract, other than contracts entered into in the ordinary course of business.

D. 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 or shareholders who are subjects of countries that are, have been, or will be, in a state of war with Israel. However, legislation remains in effect pursuant to which currency controls can be imposed by administrative action at any time.

E. Taxation

Holders of our ordinary shares should consult their tax advisors as to the United States, Israeli or other tax consequences of the purchase, ownership and disposition of our ordinary shares, including, in particular, the effect of any foreign, state or local taxes.

Israeli Tax Considerations

The following is a summary of the material current tax structure applicable to companies incorporated in Israel and some Israeli Government programs benefiting us, with special reference to its effect on us. The following also contains a discussion of the material Israeli tax consequences to purchasers of our ordinary shares and Israeli government programs benefiting us. To the extent that the discussion is based on new tax legislation which has not been subject to judicial or administrative interpretation, we cannot assure you that the views expressed in the discussion will be accepted by the Israel tax authorities or courts. This summary does not discuss all the aspects of Israeli tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors subject to special treatment under Israeli law. Examples of this kind of investor include traders in securities or persons that own, directly or indirectly, 10% or more of our outstanding voting capital, all of whom are subject to special tax regimes not covered in this discussion. Some parts of this discussion are based on new tax legislation which has not been subject to judicial or administrative interpretation. The discussion is not intended, and should not be construed, as legal or professional tax advice and is not exhaustive of all possible tax considerations.

General Corporate Tax Structure

Generally, Israeli companies are subject to "Corporate Tax" on their taxable income. The corporate tax rate is 23% for 2021 and 2020. However, the effective tax rate payable by a company that qualifies as an Industrial Company that derives income from a Preferred Technology Enterprise (as discussed below), like us, may be considerably less. Capital gains derived by an Israeli company are subject to the prevailing corporate tax rate.

Tax Benefits Under the Law for the Encouragement of Capital Investments, 1959

The 2005 Amendment to the Investments Law

An amendment to the Investments Law, which was published on April 1, 2005 (the "Amendment"), changed certain provisions of the Investments Law. As a result of the Amendment, a company is no longer obliged to obtain Approved Enterprise status in order to receive the tax benefits previously available under the Alternative Benefits provisions, and therefore generally there is no need to apply to the Investment Center for this purpose. Rather, the Company may claim the tax benefits offered by the Investments Law directly in its tax returns by notifying the ITA within 12 months of the end of that year, provided that its facilities meet the criteria for tax benefits set out by the Amendment.

The Amendment applies to new investment programs and investment programs with an election year commencing after 2004 but does not apply to investment programs approved prior to April 1, 2005. The Amendment provides that terms and benefits included in any certificate of approval that was granted before the Amendment became effective (April 1, 2005) will remain subject to the provisions of the Investments Law as in effect on the date of such approval.

Tax benefits are available under the Amendment to production facilities (or other eligible facilities), which are generally required to derive more than 25% of their business income from export to specific markets with a population of at least 12 million (following an amendment which became effective as of July 2013, the export criteria was increased to markets with a population of at least 14 million; such export criteria will further increase in the future by 1.4% per annum) and meet additional criteria stipulated in the amendment (referred to as a "Beneficiary Enterprise"). In order to receive the tax benefits, the Amendment states that the company must make an investment in the Beneficiary Enterprise, which meets all of the conditions, including exceeding a certain percentage or a minimum amount specified in the Investments Law. Such investment may be made over a period of no more than three years ending at the end of the year in which the company requested to have the tax benefits apply to the Beneficiary Enterprise (the "Year of Election"). Where the company requests to have the tax benefits apply to an expansion of existing facilities, then only the expansion will be considered a Beneficiary Enterprise and the company's effective tax rate will be the result of a weighted combination of the applicable rates. In this case, the minimum investment required in order to qualify as a Beneficiary Enterprise is required to exceed a certain percentage or a minimum amount of the company's production assets before the expansion.

The extent of the tax benefits available under the Amendment to qualifying income of a Beneficiary Enterprise depends on, among other things, the geographic location in Israel of the Beneficiary Enterprise. The geographic location of the company at the year of election will also determine the period for which tax benefits are available. Such tax benefits include an exemption from corporate tax on undistributed income for a period of between two to 10 years, depending on the geographic location of the Beneficiary Enterprise in Israel, and a reduced corporate tax rate of between 10% to 25% for the remainder of the benefits period, depending on the level of foreign investment in the company in each year. A company qualifying for tax benefits under the Amendment which pays a dividend out of income derived by its Beneficiary Enterprise during the tax exemption period will be subject to corporate tax in respect of the gross amount of the dividend at the otherwise applicable rate of 10%-25%. Dividends paid out of income attributed to a Beneficiary Enterprise are generally subject to withholding tax at source at the rate of 15% or such lower rate as may be provided in an applicable tax treaty.

The duration of tax benefits is subject to a limitation of the earlier of 7 to 10 years from the commencement year, or 12 years from the first day of the Year of Election.

The benefits available to a Beneficiary Enterprise are subject to the fulfillment of conditions stipulated in the Investments Law and its regulations. If a company does not meet these conditions, it may be required to refund the amount of tax benefits, as adjusted by the Israeli consumer price index, and interest, or other monetary penalties.

We elected 2009 and 2012 as "Years of Election" according to the law prior to the 2011 Amendment mentioned below.

Tax-exempt income generated under the provisions of the Investments Law, as amended, will subject us to taxes upon distribution (or in conducting certain transactions that may be viewed by the Israeli tax authorities as a deemed dividend event) or liquidation and we may be required to record a deferred tax liability with respect to such tax-exempt income.

Preferred Enterprise – The 2011 Amendment

On December 29, 2010, the Israeli parliament approved an amendment to the Investments Law, effective as of January 1, 2011, which constitutes a reform of the incentives regime under such law.

The amendment generally abolishes the previous tax benefit routes that were afforded under the Investments Law, specifically the tax-exemption periods previously allowed, and introduces new tax benefits for industrial enterprises meeting the criteria of the law, which include the following:

- A reduced corporate tax rate for industrial enterprises, provided that more than 25% of their annual income is derived from export, which will apply to the enterprise's entire preferred income. As of the tax year 2017 and onwards, the reduced tax rate is 7.5% for development zone A and 16% for the rest of Israel.
- The reduced tax rates will no longer be contingent upon making a minimum qualifying investment in productive assets.
- A definition of "preferred income" was introduced into the Investments Law to include certain types of income that are generated by the Israeli production activity of a preferred enterprise.
- Dividends paid out of preferred income attributed to a Preferred Enterprise during 2014 and thereafter are generally subject to withholding tax at the rate of 20% or such lower rate as may be provided in an applicable tax treaty (subject to the receipt in advance of a valid certificate from the Israel Tax Authority allowing for a reduced tax rate). However, if such dividends are paid to an Israeli company, no tax is required to be withheld (although, if such dividends are subsequently distributed to individuals or a non-Israeli company, withholding tax at a rate of 20% or such lower rate as may be provided in an applicable tax treaty will apply).

A "Preferred Company" (as defined in the Investments Law) may generally elect to apply the provisions of the amendment to preferred income produced or generated by it commencing on January 1, 2011. The amendment provides various transition provisions which allow, under certain circumstances, to apply the new regime to investment programs previously approved or elected under the Investments Law in its previous form.

Under the transition provisions of the new legislation, we decided to irrevocably implement the new law, effective January 1, 2014.

Tax Benefits under the 2017 Amendment

The 2017 Amendment was enacted as part of the Economic Efficiency Law (Legislative Amendments for Applying the Economic Policy for the 2017 and 2018 Budget Years), 2016 that was published on December 29, 2016, and is effective as of January 1, 2017. The 2017 Amendment provides new tax benefits for two types of "Technology Enterprises," as described below, and is in addition to the other existing tax beneficial programs under the Investments Law.

The 2017 Amendment provides that a technology company satisfying certain conditions will qualify as a "Preferred Technology Enterprise" and will thereby enjoy a reduced corporate tax rate of 12% on income that qualifies as "Preferred Technology Income," as defined in the Investments Law. The tax rate is further reduced to 7.5% for a Preferred Technology Enterprise located in development Zone A. In addition, a Preferred Technology Enterprise will enjoy a reduced corporate tax rate of 12% on capital gain derived from the sale of certain "Benefitted Intangible Assets" (as defined in the Investments Law) to a related foreign company if the Benefitted Intangible Assets were acquired from a foreign company on or after January 1, 2017 for at least NIS 200 million, and the sale receives prior approval from the National Authority for Technological Innovation, or NATI.

The 2017 Amendment further provides that a technology company satisfying certain conditions will qualify as a "Special Preferred Technology Enterprise" and will thereby enjoy a reduced corporate tax rate of 6% on "Preferred Technology Income" regardless of the company's geographic location within Israel. In addition, a Special Preferred Technology Enterprise will enjoy a reduced corporate tax rate of 6% on capital gain derived from the sale of certain "Benefitted Intangible Assets" to a related foreign company if the Benefitted Intangible Assets were either developed by an Israeli company or acquired from a foreign company on or after January 1, 2017, and the sale received prior approval from NATI. A Special Preferred Technology Enterprise that acquires Benefitted Intangible Assets from a foreign company for more than NIS 500 million will be eligible for these benefits for at least ten years, subject to certain approvals as specified in the Investments Law.

Dividends distributed by a Preferred Technology Enterprise or a Special Preferred Technology Enterprise, paid out of Preferred Technology Income, are generally subject to withholding tax at source at the rate of 20% or such lower rate as may be provided in an applicable tax treaty (subject to the receipt in advance of a valid certificate from the Israel Tax Authority allowing for a reduced tax rate). However, if such dividends are paid to an Israeli company, no tax is required to be withheld. If such dividends are distributed to a foreign company and other conditions are met, the withholding tax rate will be 4%.

We have examined the impact of the 2017 Amendment and the degree to which we will qualify as a Preferred Technology Enterprise and have elected to adopt it as of 2018 onwards.

Tax Benefits Under the Law for the Encouragement of Industry (Taxes), 1969

Under the Law for the Encouragement of Industry (Taxes), 1969 (the "Industry Encouragement Law"), Industrial Companies are entitled to the following preferred corporate tax benefits, among others:

- Deduction of purchases of know-how and patents over an eight-year period for tax purposes;
- Right to elect, under specified conditions, to file a consolidated tax return with additional related Israeli Industrial Companies; and
- Deductions over a three-year period of expenses involved with the issuance and listing of shares on a recognized stock market.

Eligibility for benefits under the Industry Encouragement Law is not subject to receipt of prior approval from any governmental authority. Under the Industry Encouragement Law, an "Industrial Company" is defined as a company resident in Israel, at least 90% of the income of which, in any tax year, exclusive of income from government loans, is derived from an "Industrial Enterprise" owned by it. An "Industrial Enterprise" is defined as an enterprise, located in Israel, owned by an Industrial Company, whose major activity in a given tax year is industrial production activity.

We believe that we currently qualify as an Industrial Company within the definition of the Industry Encouragement Law. No assurance can be given that we will continue to qualify as an Industrial Company or that the benefits described above will be available in the future.

Trapped Earnings ("TE")

On November 15, 2021, a new amendment to the Investment Law was approved, introducing a new dividend distribution ordering rule to cause the distribution of earnings that were tax exempt under the historical Approved or Beneficial Enterprise regimes (Trapped Earnings), to be on a pro-rata basis from any dividend distribution, which is applicable to distributions starting from August 15, 2021 onwards. Meaning, that the corporate income tax (CIT) claw-back will apply upon any dividend distribution, as long as the company has Trapped Earnings.

In parallel, the Budget Law also introduced a Temporary Order to enhance the release of Trapped Earnings by reducing the claw-back CIT rate that is applicable upon such a release or distribution by up to 60%, but not less than 6% CIT rate, during a one-year period commencing November 15, 2021.

The Company had Trapped Earnings generated in tax years 2004 - 2005 and 2012. The Company elected to apply for the abovementioned temporary order as part of an assessing agreement and therefore the entire amount of Trapped Earnings has been released on November 25 2021. As a result, we have a tax payable amount as of December 31, 2021 of \$8.2 million included in other payables and accrued expenses in the consolidated balance sheets. As of December 31, 2021, The Company does not have any tax-exempted earnings attributable to its Beneficiary and Approved Enterprise programs

Capital Gains Tax on Sales of Our Ordinary Shares

Israeli law generally imposes a capital gains tax on the sale of any capital assets by residents of Israel, as defined for Israeli tax purposes, and on the sale of assets located in Israel, including shares in Israeli companies, by non-residents of Israel, unless a specific exemption is available or unless a tax treaty between Israel and the shareholder's country of residence provides otherwise. The law distinguishes between real gain and inflationary surplus. The inflationary surplus is a portion of the total capital gain which is equivalent to the increase of the relevant asset's purchase price which is attributable to the increase in the Israeli consumer price index or, in certain circumstances, a foreign currency exchange rate, between the date of purchase and the date of sale. The real gain is the excess of the total capital gain over the inflationary surplus.

Generally, the tax rate applicable to capital gains derived from the sale of shares, whether listed on a stock market or not, is 25% for Israeli individuals, unless such shareholder claims a deduction for financing expenses in connection with such shares, in which case the gain will generally be taxed at a rate of 30%. Additionally, if such shareholder is considered a "significant shareholder" at any time during the 12-month period preceding such sale, i.e., such shareholder holds directly or indirectly, including with others, at least 10% of any means of control in the company, the tax rate shall be 30%. However, the foregoing tax rates do not apply to: (i) dealers in securities; and (ii) shareholders who acquired their shares prior to an initial public offering (that may be subject to a different tax arrangement). Israeli companies are subject to the Corporate Tax rate on capital gains derived from the sale of listed shares.

Shareholders that are individuals who have taxable income that exceeds a certain threshold (NIS 663,240 for 2022, linked to the CPI each year), will be subject to an additional tax, referred to as High Income Tax, at the rate of 3% on their taxable income for such tax year which is in excess of such threshold. For this purpose, taxable income will include taxable capital gains from the sale of our ordinary shares and taxable income from dividend distributions.

Non-Israeli residents are generally exempt from Israeli capital gains tax on any gains derived from the sale of shares of Israeli companies publicly traded on a recognized stock exchange or regulated market outside of Israel, provided that such capital gains are not derived from a permanent establishment in Israel and such shareholders did not acquire their shares prior to an initial public offering. However, non-Israeli corporations will not be entitled to such exemption if Israeli residents (i) have a controlling interest of more than 25% in such non-Israeli corporation, or (ii) are the beneficiaries or are entitled to 25% or more of the revenues or profits of such non-Israeli corporation, whether directly or indirectly.

In some instances where our shareholders may be liable to Israeli tax on the sale of their ordinary shares, the payment of the consideration may be subject to the withholding of Israeli tax at the source.

Pursuant to the Convention Between the Government of the United States of America and the Government of the State of Israel with Respect to Taxes on Income, as amended (the "U.S.-Israel Tax Treaty"), the sale, exchange or disposition of ordinary shares by a person who (i) holds the ordinary shares as a capital asset, (ii) qualifies as a resident of the United States within the meaning of the U.S.-Israel Tax Treaty and (iii) is entitled to claim the benefits afforded to such person by the U.S.-Israel Tax Treaty, generally, will not be subject to the Israeli capital gains tax. Such exemption will not apply if (i) such Treaty U.S. Resident holds, directly or indirectly, shares representing 10% or more of our voting power during any part of the 12-month period preceding such sale, exchange or disposition, subject to certain conditions, (ii) the capital gains from such sale, exchange or disposition can be allocated to a permanent establishment in Israel, or (iii) such Treaty U.S. Resident is an individual and was present in Israel for 183 days or more during the relevant taxable year. In such case, the sale, exchange or disposition of ordinary shares would be subject to Israeli tax, to the extent applicable; however, under the U.S.-Israel Tax Treaty, such Treaty U.S. Resident would be permitted to claim a credit for such taxes against the U.S. federal income tax imposed with respect to such sale, exchange or disposition, subject to the limitations in U.S. laws applicable to foreign tax credits. The U.S.-Israel Tax Treaty does not relate to U.S. state or local taxes.

Taxation of Dividends paid to Non-Israeli Resident Holders of Shares

Non-residents of Israel are subject to income tax on income accrued or derived from sources in Israel. Such sources of income include passive income such as dividends. On distributions of dividends other than bonus shares, or stock dividends, income tax is applicable at the rate of 25%, or 30% for a shareholder that is considered a "significant shareholder" at any time during the 12-month period preceding such distribution, unless a different rate is provided in a treaty between Israel and the shareholder's country of residence. The portion of dividends paid out of income attributed to a Preferred Enterprise or Preferred Technology Enterprise is subject to withholding tax at the rate of 20%.

Under the U.S.-Israel Tax Treaty, the maximum tax on dividends paid to a holder of ordinary shares who is a Treaty U.S. Resident is 25%. However, if the income out of which the dividend is paid is not generated by a Preferred Enterprise or a Preferred Technology Enterprise, and not more than 25% of our gross income consists of interest or dividends, dividends paid to a U.S. corporation holding at least 10% of our issued voting power during the part of the tax year which precedes the date of payment of the dividend and during the whole of its prior tax year, are generally taxed at a rate of 12.5%. Dividends generated by a Preferred Enterprise or Preferred Technology Enterprise, are generally taxed at a rate of 15% under the U.S.-Israel Tax Treaty if the foregoing conditions are met.

United States Federal Income Tax Considerations

Subject to the limitations described herein, the following discussion summarizes certain United States federal income tax considerations to a U.S. Holder of the acquisition, ownership and disposition of our ordinary shares. A "U.S. Holder" means a holder of our ordinary shares who is:

- An individual citizen or resident of the United States for U.S. federal income tax purposes;
- A corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States or any political subdivision thereof or the District of Columbia;
- An estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- A trust (i) if, in general a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (ii) that has in effect a valid election under applicable U.S. Treasury Regulations to be treated as a United States person for U.S. federal income tax purposes.

This discussion considers only U.S. Holders that will own their ordinary shares as capital assets (generally, for investment) and does not purport to be a comprehensive description of all of the tax considerations that may be relevant to each person's decision to acquire our ordinary shares. Certain aspects of U.S. federal income taxation relevant to a holder of our ordinary shares that is not a U.S. Holder and not a partnership or other pass-through entity or arrangement (a "Non-U.S. Holder") are also discussed below.

This discussion is based on current provisions of the Code, current and proposed U.S. Treasury Regulations promulgated thereunder, and administrative and judicial decisions as of the date hereof, all of which are subject to change, possibly on a retroactive basis. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to any particular U.S. Holder in light of such holder's individual circumstances. In particular, this discussion does not address the potential application of the alternative minimum tax or U.S. federal income tax considerations to U.S. Holders that are subject to special treatment, including without limitation:

- Broker-dealers or insurance companies;
- Dealers or traders in securities, commodities or currencies;
- Traders that have elected the mark-to-market accounting method;
- Tax-exempt entities, accounts, organizations or retirement plans;
- Grantor trusts;
- Partnerships or other pass-through entities or arrangements;
- Partners or other equity owners in partnerships or other pass-through entities or arrangements that hold our ordinary shares through such an entity or arrangement;
- U.S. Holders selling our ordinary shares short,
- U.S. Holders deemed to have sold our ordinary shares in a "constructive sale,"
- S corporations;
- Banks, financial institutions or "financial services entities";
- Persons that hold their ordinary shares as part of a straddle, "hedge," "integrated" or "conversion transaction" with other investments;
- Certain former citizens or long-term residents of the United States;
- Persons that acquired their ordinary shares upon the exercise of employee stock options or otherwise as compensation;
- Real estate investment trusts or regulated investment companies;
- Pension funds;
- Persons subject to special tax accounting rules as a result of any item of gross income with respect to our ordinary shares being taken into account in an applicable financial statement;
- Persons that own directly, indirectly or by attribution at least 10% of our ordinary shares by vote or value; or
- Persons that have a functional currency that is not the U.S. dollar.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our ordinary shares, the tax treatment of the partnership and a partner in such partnership will generally depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its tax advisor as to its tax consequences.

In addition, this discussion does not address any aspect of state, local or non-United States tax laws or the possible application of United States federal gift or estate taxes, nor does it address the Medicare contribution tax on net investment income.

Each holder of our ordinary shares is advised to consult such holder's tax advisor with respect to the specific tax consequences to such holder of acquiring, holding or disposing of our ordinary shares, including the applicability and effect of federal, state, local and foreign laws and possible changes in the tax laws in such holder's particular circumstances.

Taxation of Dividends Paid On Ordinary Shares. Subject to the discussion below under "Passive Foreign Investment Company Status," a U.S. Holder will be required to include in gross income as dividend income the amount of any distribution paid on our ordinary shares (other than certain distributions, if any, of our ordinary shares distributed pro rata to all our shareholders) on the date on which the dividends are actually or constructively received, including any non-U.S. taxes withheld from the amount paid, to the extent the distribution is paid out of our current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Distributions in excess of such earnings and profits will be applied against and will reduce the U.S. Holder's adjusted basis in our ordinary shares and, to the extent in excess of such basis, will be treated as capital gain from the deemed sale or exchange of our ordinary shares. However, we do not maintain calculations of our earnings and profits under United States federal income tax principles. Therefore, U.S. Holders should expect that the entire amount of any distribution generally will be reported as dividend income to a U.S. Holder. The dividend portion of such distributions generally will not qualify for the dividends received deduction available to corporations and thus will be subject to tax at the rate applicable to their taxable income.

Dividends that are received by non-corporate U.S. Holders will generally be taxed at the preferential rates applicable to "qualified dividend income" (currently a maximum rate of 20%), provided certain holding period requirements are met, we are not a "passive foreign investment company" (as discussed below) and our ordinary shares are readily tradable on an established securities market in the United States or we are eligible for the benefits of the U.S.-Israel Tax Treaty. Our ordinary shares are generally readily tradable on the Nasdaq Global Select Market, an established securities market. Dividends that fail to meet such requirements, and dividends received by corporate U.S. Holders, are taxed at ordinary income rates. No dividend received by a U.S. Holder will be a qualified dividend (1) if the U.S. Holder held the ordinary share with respect to which the dividend was paid for less than 61 days during the 121-day period beginning on the date that is 60 days before the ex-dividend date with respect to such dividend, excluding for this purpose, under the rules of Code Section 246(c), any period during which the U.S. Holder has an option to sell, is under a contractual obligation to sell, has made and not closed a short sale of, is the grantor of a deep-in-the-money or otherwise nonqualified option to buy, or has otherwise diminished its risk of loss by holding other positions with respect to, such ordinary share (or substantially identical securities); or (2) to the extent that the U.S. Holder is under an obligation (pursuant to a short sale or otherwise) to make related payments with respect to positions in property substantially similar or related to the ordinary share with respect to which the dividend is paid. If we were to be a "passive foreign investment company" (as such term is defined in the Code) for any year, dividends paid on our ordinary shares in such year or in the following year would not be qualified dividends. In addition, a non-corporate U.S. Holder will be able to take a qualified dividend into account in determining its deductible investment interest (which is generally limited to its net investment income) only if it elects to do so; in such case the dividend will be taxed at ordinary income rates.

Distributions of current or accumulated earnings and profits paid in foreign currency to a U.S. Holder (including any non-U.S. taxes withheld therefrom) will generally be includible in the income of a U.S. Holder in a U.S. dollar amount calculated by reference to the exchange rate on the date the distribution is received regardless of whether the foreign currency is converted into U.S. dollars at the time. A U.S. Holder that receives a foreign currency distribution and converts the foreign currency into U.S. dollars after the date of receipt may have foreign exchange gain or loss based on any appreciation or depreciation in the value of the foreign currency against the U.S. dollar, which will generally be U.S. source ordinary income or loss.

U.S. Holders may have the option of claiming the amount of any non-U.S. income taxes withheld on a dividend distribution either as a deduction from gross income provided a deduction is claimed for all of the foreign income taxes the U.S. Holder pays or accrues in the particular year or as a dollar-for-dollar credit against their U.S. federal income tax liability. Individuals who do not claim itemized deductions, but instead utilize the standard deduction, may not claim a deduction for the amount of the non-U.S. income taxes withheld, but such amount may be claimed as a credit against the individual's U.S. federal income tax liability. The deduction, however, is not subject to the limitations applicable to foreign tax credits, but may be subject to other limitations and each U.S. Holder is urged to consult its tax advisor. The amount of non-U.S. income taxes which may be claimed as a credit in any year is subject to complex limitations and restrictions, which must be determined on an individual basis by each U.S. Holder. These limitations include, among others, rules which limit foreign tax credits allowable with respect to specific classes of income to the U.S. federal income taxes otherwise payable with respect to each such class of income. Distributions of current or accumulated earnings and profits generally will be "passive category income" for U.S. foreign tax credit purposes. The total amount of allowable foreign tax credits in any year generally cannot exceed the pre-credit U.S. tax liability for the year attributed to non-U.S. source taxable income. A U.S. Holder will be denied a foreign tax credit with respect to non-U.S. income tax withheld from a dividend received on the ordinary shares if such U.S. Holder has not held the ordinary shares for at least 16 days of the 31-day period beginning on the date which is 15 days before the ex-dividend date with respect to such dividend, or to the extent such U.S. Holder is under an obligation to make related payments with respect to positions in substantially similar or related property. Any days during which a U.S. Holder has substantially diminished its risk of loss on the ordinary shares are not counted toward meeting the required 16-day holding period. The rules relating to the determination of the foreign tax credit are complex, and a U.S. Holder should consult its tax advisor to determine whether and to what extent it will be entitled to this credit.

Taxation of the Disposition of Ordinary Shares. Subject to the discussion below under "Passive Foreign Investment Company Status," upon the sale, exchange or other disposition of our ordinary shares (other than with respect to certain non-recognition transactions), a U.S. Holder will recognize capital gain or loss in an amount equal to the difference between such U.S. Holder's adjusted basis in such ordinary shares, which is usually the cost of such shares, and the amount realized on the disposition. A U.S. Holder that uses the cash method of accounting calculates the U.S. dollar value of the proceeds received on the sale as of the date that the sale settles, while a U.S. Holder that uses the accrual method of accounting is required to calculate the value of the proceeds of the sale as of the "trade date," unless such U.S. Holder has made a special election (which must be applied consistently from year to year and cannot be changed without the consent of the IRS) to use the settlement date to determine its proceeds of sale. Capital gain from the sale, exchange or other taxable disposition of our ordinary shares held more than one year will be long-term capital gain, and may be eligible for a reduced rate of taxation for individuals, estates or trusts (currently taxable at a maximum rate of 20%). U.S. Holders should consult their tax advisors regarding the availability of the reduced rate of U.S. federal income tax on long-term capital gains in light of their own particular circumstances.

Gains or losses recognized by a U.S. Holder on a sale, exchange or other disposition of our ordinary shares generally will be treated as U.S. source income for U.S. foreign tax credit purposes. The deductibility of a capital loss recognized on the sale, exchange or other disposition of our ordinary shares may be subject to limitations. A U.S. Holder that receives foreign currency upon disposition of our ordinary shares and subsequently converts the foreign currency into U.S. dollars or disposes of such foreign currency, may have foreign exchange gain or loss based on any appreciation or depreciation in the value of the foreign currency against the U.S. dollar, which will generally be U.S. source ordinary income or loss. If a U.S. Holder used foreign currency to purchase ordinary shares, the cost of such ordinary shares will be the U.S. dollar value of the foreign currency purchase price on the date of purchase, translated at the spot rate of exchange on that date. If our ordinary shares are treated as traded on an established securities market for U.S. federal income tax purposes and the relevant U.S. Holder is either a cash basis taxpayer or an accrual basis taxpayer who has made the special election described above, the U.S. Holder will determine the U.S. dollar value of the cost of such ordinary shares by translating the amount paid at the spot rate of exchange on the settlement date of the purchase.

Passive Foreign Investment Company Status. We will be a “passive foreign investment company” (a “PFIC”) if (taking into account certain “look-through” rules with respect to the income and assets of our subsidiaries) either (i) 75 percent or more of our gross income in a taxable year is passive income or (ii) the average percentage of our total assets (by value, determined on a quarterly basis) which produce, or are held for the production of, passive income during the taxable year is at least 50 percent. Passive income for this purpose generally includes dividends, interest, royalties, rents, gains from commodities and securities transactions. The Code does not specify how a corporation must determine the fair market value of its assets for this purpose, and the issue has not been definitively determined by the IRS or the courts. The market capitalization approach has generally been used to determine the fair market value of the assets of a publicly traded corporation. The IRS and the courts, however, have accepted other valuation methods besides the market capitalization approach in certain other valuation contexts.

For our taxable year ended December 31, 2021, we do not believe that we should be classified as a PFIC. There can be no assurance, however, that the IRS will not challenge this treatment, and it is possible that the IRS could attempt to treat us as a PFIC for 2021 and prior taxable years. The tests for determining PFIC status require a factual determination that depends on, among other things, the composition of our income, assets and activities in each taxable year, and can only be made annually after the close of each taxable year. Furthermore, the aggregate value of our gross assets is likely to be determined in part by reference to the trading price of our ordinary shares, which could fluctuate significantly. We have a substantial balance of cash and other liquid investments, which are passive assets for purposes of the PFIC determination. Accordingly, if our market capitalization declines significantly, it may make our classification as a PFIC more likely for the current or future taxable years. Accordingly, there can be no assurance that we will not become a PFIC in future taxable years.

If we were a PFIC, each U.S. Holder would (unless it made one of the elections discussed below on a timely basis) be taxed on gain recognized from the disposition of our ordinary shares (including gain deemed recognized if the ordinary shares are used as security for a loan) and upon receipt of certain excess distributions with respect to our ordinary shares as if such income had been recognized ratably over the U.S. Holder's holding period for the ordinary shares. The U.S. Holder's income for the current taxable year would include (as ordinary income) amounts allocated to the current year and to any period prior to the first day of the first taxable year for which we were a PFIC. Tax would also be computed at the highest ordinary income tax rate in effect for each other period to which income is allocated, and an interest charge on the tax as so computed would also apply. The tax liability with respect to the amount allocated to the taxable year prior to the taxable year of the distribution or disposition cannot be offset by any net operating losses. Further, if we are a PFIC during any year in which a U.S. Holder owns our ordinary shares, each U.S. Holder generally will be required to file an annual report with the IRS on Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) with respect to us (regardless of whether a QEF or mark-to market election (described below) is made). If we are classified as a PFIC in any year with respect to which a U.S. Holder owns our ordinary shares, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns our ordinary shares, regardless of whether we continue to meet the tests described above unless such U.S. Holder elects to apply the QEF or the mark-to-market election (described below) and certain conditions are met.

Under certain attribution rules, if we are considered a PFIC, U.S. Holders may be deemed to own their proportionate share of equity in any PFIC owned by us (if any), such entities referred to as "lower-tier PFICs," and will be subject to U.S. federal income tax in the manner discussed above on (1) a distribution to us on the shares of a "lower-tier PFIC" and (2) a disposition by us of shares of a "lower-tier PFIC," both as if the holder directly held the shares of such "lower-tier PFIC."

As an alternative to the tax treatment described above, a U.S. Holder could elect to treat us as a "qualified electing fund" (QEF), in which case the U.S. Holder would be required to include in income, for each taxable year that we are a PFIC, its pro rata share of our ordinary earnings as ordinary income and its pro rata share of our net capital gain as capital gain, subject to a separate election to defer payment of taxes, which deferral is subject to an interest charge. Any income inclusion will be required whether or not such U.S. Holder owns our ordinary shares for an entire taxable year or at the end of our taxable year. The amount so includable will be determined without regard to our prior year losses or the amount of cash distributions, if any, received from us. Special rules apply if a U.S. Holder makes a QEF election after the first year in its holding period in which we are a PFIC. We will supply U.S. Holders with the information needed to report income and gain under a QEF election if we are a PFIC. A U.S. Holder's basis in its ordinary shares will increase by any amount included in income and decrease by any amounts not included in income when distributed because such amounts were previously taxed under the QEF rules. So long as a U.S. Holder's QEF election is in effect beginning with the first taxable year in which we were a PFIC during the U.S. Holder's holding period for its ordinary shares, any gain or loss realized by such holder on the disposition of its ordinary shares held as a capital asset ordinarily would be capital gain or loss. Such capital gain or loss ordinarily would be long-term if such U.S. Holder had held such ordinary shares for more than one year at the time of the disposition and would be eligible for a reduced rate of taxation for certain non-corporate U.S. holders. The QEF election is made on a shareholder-by-shareholder basis, applies to all ordinary shares held or subsequently acquired by an electing U.S. Holder and can be revoked only with the consent of the IRS.

As an alternative to making a QEF election, a U.S. Holder of PFIC stock which is “marketable stock” (e.g., “regularly traded” on a “qualified exchange”) may in certain circumstances avoid certain of the tax consequences generally applicable to holders of stock in a PFIC by electing to mark the stock to market as of the beginning of such U.S. Holder’s holding period for the ordinary shares. The Nasdaq Global Select Market, on which our ordinary shares are traded, is considered a “qualified exchange” for this purpose. As a result of such election, in any taxable year that we are a PFIC, a U.S. Holder would generally be required to report gain or loss to the extent of the difference between the fair market value of the ordinary shares at the end of the taxable year and such U.S. Holder’s tax basis in its ordinary shares at that time. Any gain under this computation, and any gain on an actual disposition of the ordinary shares in a taxable year in which we are a PFIC, would be treated as ordinary income. Any loss under this computation, and any loss on an actual disposition of the ordinary shares in a taxable year in which we are a PFIC, generally would be treated as ordinary loss to the extent of the cumulative net-mark-to-market gain previously included. Any remaining loss from marking ordinary shares to market will not be allowed, and any remaining loss from an actual disposition of ordinary shares generally would be capital loss. A U.S. Holder’s tax basis in its ordinary shares is adjusted annually for any gain or loss recognized under the mark-to-market election. There can be no assurances that there will be sufficient trading volume with respect to our ordinary shares for the ordinary shares to be considered “regularly traded” or that our ordinary shares will continue to trade on the Nasdaq Global Select Market. Accordingly, there are no assurances that the ordinary shares will be marketable stock for these purposes. As with a QEF election, a mark-to-market election is made on a shareholder-by-shareholder basis, applies to all ordinary shares held or subsequently acquired by an electing U.S. Holder and can only be revoked with consent of the IRS (except to the extent the ordinary shares no longer constitute “marketable stock”).

U.S. Holders are urged to consult their tax advisors about the PFIC rules, including eligibility for and the manner and advisability of making, the QEF election or the mark-to-market election.

Tax Consequences for Non-U.S. Holders of Ordinary Shares

Except as described in “Information Reporting and Backup Withholding” below, a Non-U.S. Holder of ordinary shares will not be subject to U.S. federal income or withholding tax on the payment of dividends on, and the proceeds from the sale, exchange or other taxable disposition of, ordinary shares, unless, for U.S. federal income tax purposes:

- such item is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States and, in the case of a resident of a country which has a treaty with the United States, such item is attributable to a permanent establishment or, in the case of an individual, a fixed place of business, in the United States; or
- the Non-U.S. Holder is an individual who holds the ordinary shares as a capital asset and is present in the United States for 183 days or more in the taxable year of the disposition and certain other requirements are met.

Information Reporting and Backup Withholding

U.S. Holders (other than certain exempt recipients, such as corporations) generally are subject to information reporting requirements with respect to dividends paid in the United States on ordinary shares and proceeds received from the sale, exchange, redemption or other disposition of ordinary shares. Under the Code, a U.S. Holder may be subject, under certain circumstances, to backup withholding with respect to dividends paid on our ordinary shares and proceeds received from the sale, exchange, redemption or other disposition of ordinary shares unless such holder provides proof of an applicable exemption or correct taxpayer identification number and otherwise complies with applicable requirements of the backup withholding rules.

Any U.S. Holders required to establish their exempt status generally must provide a properly executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

A U.S. Holder of ordinary shares who provides an incorrect taxpayer identification number may be subject to penalties imposed by the IRS. Amounts withheld under the backup withholding rules are not an additional tax and may be refunded or credited against the U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Non-U.S. Holders generally are not subject to information reporting or backup withholding with respect to dividends paid on, or the proceeds from the disposition of, ordinary shares, provided that such Non-U.S. Holder provides a taxpayer identification number, certifies to its foreign status, or otherwise establishes an exemption.

Certain U.S. Holders who are individuals or certain other non-corporate entities (and to the extent provided in IRS guidance, certain Non-U.S. Holders) who hold interests in "specified foreign financial assets" (as defined in Section 6038D of the Code) are generally required to file an IRS Form 8938 as part of their U.S. federal income tax returns to report their ownership of such specified foreign financial assets, which may include our ordinary shares, if the total value of those assets exceed certain thresholds. Substantial penalties may apply to any failure to timely file IRS Form 8938. In addition, in the event a holder that is required to file IRS Form 8938 does not file such form, the statute of limitations on the assessment and collection of U.S. federal income taxes of such holder for the related tax year may not close until three years after the date that the required information is filed. Holders should consult their tax advisors regarding their tax reporting obligations.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the informational requirements of the Exchange Act, as applicable to “foreign private issuers” (as defined in Rule 3b-4 under the Exchange Act), and fulfill the obligations with respect to such requirements by filing reports and other information with the SEC.

As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and “short-swing” profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

Notwithstanding the foregoing, we furnish reports with the SEC on Form 6-K containing unaudited financial information for the first three quarters of each fiscal year, and we solicit proxies and furnish proxy statements for all meetings of shareholders, a copy of which proxy statement is furnished promptly thereafter with the SEC under the cover of a Current Report on Form 6-K. This annual report and the exhibits thereto and any other document we file pursuant to the Exchange Act are available on the SEC website (<http://www.sec.gov>) and on our website www.radware.com. However, the content of our website is not incorporated by reference into this annual report.

The documents concerning our Company which are referred to in this annual report may also be inspected at our offices located at 22 Raoul Wallenberg Street, Tel Aviv 6971917, Israel.

I. Subsidiary Information

Not applicable.

ITEM II. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

General

We are exposed to market risk, including fluctuations in interest rates and foreign currency exchange rates. Our primary market risk exposure occurs because we generate a portion of our revenues in foreign currencies, mainly in Euros and incur a portion of our expenses in foreign currencies, mainly in NIS, but also in Euros and other foreign currencies. We generally do not engage in hedging or other transactions intended to manage risks relating to foreign currency exchange rate or interest rate fluctuations.

In addition, as of December 31, 2021, we had cash and cash equivalents, including short- and long-term bank deposits and short- and long-term marketable securities, of \$465.8 million. As of that date, approximately 97% of our cash, cash equivalents and marketable securities are held by Radware Ltd. in Israeli or U.S. financial institutions.

The majority of our cash and cash equivalents, and short- and long-term bank deposits are invested in banks in Israel and, to a smaller extent, in banks in the United States. The Israeli bank deposits are not insured, while the deposits made in the United States in excess of insured limits are not otherwise insured. If one or more of these financial institutions were to become insolvent, the loss of these investments would have a material adverse effect on our financial condition.

Exposure to Interest Rate Fluctuations

Approximately 30% of our cash throughout the world is invested in fixed-income securities which are affected by changes in interest rates. Interest rates are highly sensitive to many factors, including governmental monetary policies and domestic and international economic and political conditions. These securities are readily available for sale and are treated as such in our financial statements.

Consequently, our investments are exposed to risks relating to a fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. This is because, in a declining interest rate environment, borrowers may seek to refinance their borrowings at lower rates and, accordingly, prepay or redeem securities held earlier than initially expected. This action may cause us to reinvest the redeemed proceeds in lower yielding investments. An increase in market interest rates could also have an adverse effect on the value of our investment portfolio, for example, by decreasing the fair values of the fixed income securities that comprise a substantial majority of our investment portfolio.

Our investments portfolio consists primarily of investments in foreign banks and government debentures, corporate debentures and bank deposits. As of December 31, 2021, approximately 11% of our portfolio was invested in foreign banks and government debentures, 18% in other corporate debentures and the rest of the funds were invested in bank deposits and money market funds. Although we believe that we generally adhere to conservative investment guidelines, the continuing turmoil in the financial markets may result in impairments of the carrying value of our investment assets. Realized losses in our investments portfolio may adversely affect our financial position and results.

Any significant decline in our investment income or the value of our investments as a result of falling interest rates, deterioration in the credit of the securities in which we have invested, or general market conditions, could have an adverse effect on our results of operations and financial condition.

We currently have no debt.

Exposure to Currency Fluctuations

Approximately 87% of our sales in 2021 were denominated in dollars or are dollar-linked and we incur most of our expenses in dollars, NIS, and Euros. We believe that the dollar is the primary currency of the economic environment in which we operate. Thus, our functional and reporting currency is the dollar and monetary accounts maintained in currencies other than the dollar are re-measured into U.S. dollars in accordance with ASC 830 "Foreign Currency Matters." Changes in currency exchange rates between our functional currency and the currency in which a transaction is denominated are included in our results of operations as financial income (expense) in the period in which the currency exchange rates change.

Our revenues and expenses may be affected by fluctuations in the value of the dollar as it relates to foreign currencies, mainly the NIS and Euro. For example, if there were no changes in the average exchange rates of the dollar relative to the NIS and Euro during the year in 2021 compared to the average exchange rates in 2020, our revenues would have been lower in an amount of \$1.1 million and our expenses would have been lower by an amount of \$5.8 million. Assuming our revenues and expenses in 2022 remain at the same level and with the same currency mix as in 2021, a 10% weakening in the value of the dollar relative to all currencies in which we operate would result in an increase in revenues of \$3.6 million and an increase in our expenses of \$14.9 million.

The following table presents information about the changes in the exchange rates of the U.S. dollar relative to the NIS and Euro:

Year ended December 31,	U.S. dollar against:	
	NIS	Euro
2017	(9.8)%	(12.2)%
2018	8.1%	4.6%
2019	(7.8)%	2.0%
2020	(7.0)%	(8.5)%
2021	(3.3)%	8.4%

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

ITEMS 12.A, 12.B AND 12.C

Not applicable.

ITEM 12.D

The Company does not have any outstanding American Depositary Shares or American Depositary Receipts.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

ITEMS 14.A, 14.B, 14.C AND 14.D

Not applicable.

ITEM 14.E

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

• **Disclosure Controls and Procedures**

Our management, with the participation of our President and Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of December 31, 2021. Based on this evaluation, our President and Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2021, our disclosure controls and procedures were effective to ensure that: (1) information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms; and (2) such information is accumulated and communicated to our management, including our President and Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

• **Management's Annual Report on Internal Control Over Financial Reporting and Attestation Report of Registered Public Accounting Firm**

Our management, under the supervision of our President and Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting for us. Our internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projection of any evaluation of effectiveness to future periods is subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, with the participation of our President and Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2021. In conducting its assessment of internal control over financial reporting, our management based its evaluation on the framework in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Our management has concluded based on its assessment, that our internal control over financial reporting was effective as of December 31, 2021 based on these criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2021, has been audited by Kost, Forer, Gabbay & Kasierer (a Member of Ernst & Young Global), an independent registered public accounting firm who audited and reported on the consolidated financial statements of the company for the year ended December 31, 2021.

- **Attestation Report of the Registered Public Accounting Firm**

This annual report includes an attestation report of our independent registered public accounting firm regarding internal control over financial reporting on page F-4 of our audited consolidated financial statements set forth in Item 18 “Financial Statements,” and incorporated herein by reference.

- **Changes in Internal Control Over Financial Reporting**

During the year ended December 31, 2021, no changes in our internal control over financial reporting have occurred that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Although some of our workforce is or was working remotely during 2021 as a result of the COVID-19 pandemic, there were no material changes to our existing internal controls over financial reporting as a result of this.

ITEM 16 [RESERVED]

ITEM 16A AUDIT COMMITTEE FINANCIAL EXPERT

Our Board of Directors has determined that Ms. Naama Zeldis, a member of our Audit Committee, is a financial expert as defined in the applicable regulations and has the requisite financial experience as defined by the Nasdaq listing standards. Our Board of Directors has determined that each member of our Audit Committee is “independent” as such term is defined in the Nasdaq listing standards. The education and experience of the Audit Committee financial expert is presented in Item 6 “Directors, Senior Management and Employees – Directors and Senior Management” and is incorporated herein by reference.

ITEM 16B CODE OF ETHICS

We have adopted a Code of Conduct and Ethics which applies to all directors, officers and employees of the Company, including our President and Chief Executive Officer, Chief Financial Officer, Director of Finance and Corporate Controller. Our Code of Conduct and Ethics has been posted on our Internet website, <http://www.radware.com/corporategovernance/>.

ITEM 16C PRINCIPAL ACCOUNTANT FEES AND SERVICES**Fees Paid to Independent Public Accountants**

In the annual meeting held in December 2021, our shareholders approved the reappointment of Kost, Forer, Gabbay & Kasierer, a member of Ernst & Young Global (Ernst & Young), to serve as our independent auditors until the next annual meeting.

The following table sets forth, for each of the years indicated, the aggregate fees billed by Ernst & Young and the percentage of each of the fees out of the total amount paid to them classified by category:

	Year Ended December 31,			
	2020		2021	
	(US\$ in thousands)			
Audit and Audit Related Fees (1)	330	59%	639	67%
Tax Fees (2)	188	34%	190	20%
All Other Fees (3)	40	7%	127	13%
Total	558	100%	956	100%

(1) Audit Fees include fees associated with the annual audit, including the audit of internal control over financial reporting, the reviews of the Company’s quarterly financial statements, statutory audits required internationally, acquisition audit procedures and Critical Audit Matters assessment, consents and assistance with, and review of, documents filed with the SEC.

(2) Tax Fees include tax compliance, including the preparation of tax returns, tax planning and tax advice, including assistance with tax audits and appeals, advice related to acquisitions, transfer pricing and assistance with respect to requests for rulings from tax authorities.

(3) Other Fees include fees for consultation with Company management about accounting or disclosure treatment of transactions or events and consulting services such as obtaining grants from the Government of Israel for approved research and development projects.

Audit Committee's pre-approval policies and procedures

Our Audit Committee oversees our independent auditors. See also the description in Item 6.C "Directors, Senior Management and Employee—Board Practices."

Our Audit Committee has adopted a policy requiring management to obtain the Committee's approval before engaging our independent auditors to provide any other audit or permitted non-audit services to us or our subsidiaries. Pursuant to this policy, which is designed to assure you that such engagements do not impair the independence of our auditors, and which is discussed and approved at the end of each calendar year, the Audit Committee pre-approves annually a catalog of specific audit and non-audit services in the categories Audit Service, Audit-Related Service and Tax Consulting Services that may be performed by our auditors. In addition, the Audit Committee limited the aggregate amount in fees our auditors may receive during fiscal year for non-audit services in certain categories, unless pre-approved. Our Director of Finance reviews all individual management requests to engage our independent auditors as a service provider in accordance with this catalog and, if the requested services are permitted pursuant to the catalog, approve the request accordingly. We inform the Audit Committee about these approvals on a quarterly basis. Services that are not included in the catalog require pre-approval by the Audit Committee on a case-by-case basis. Our Audit Committee is not permitted to approve any engagement of our auditors if the services to be performed either fall into a category of services that are not permitted by applicable law or the services would be inconsistent with maintaining the auditors' independence.

ITEM 16D EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

None.

ITEM 16E PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

During 2021, we repurchased an aggregate amount of \$52.4 million of our ordinary shares under publicly announced share repurchase plans, as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share (in US\$)	Total Number of Shares Purchased as Part of Publicly Announced Plans	Approximate Dollar Value of Shares that May Yet To Be Purchased Under the Plans (1)(2)(3)
January 1 through 31	-	N/A	-	\$ 30,188,545
February 1 through 29	321,036	26.53	321,036	\$ 71,483,840
March 1 through 31	809,636	26.70	809,636	\$ 49,863,095
April 1 through 30	-	N/A	-	\$ 49,863,095
May 1 through 31	91,293	27.67	91,293	\$ 47,336,786
June 1 through 30	71,603	29.38	71,603	\$ 45,232,746
July 1 through 31	6,500	29.97	6,500	\$ 45,037,919
August 1 through 31	-	N/A	-	\$ 45,037,919
September 1 through 30	-	N/A	-	\$ 45,037,919
October 1 through 31	-	N/A	-	\$ 45,037,919
November 1 through 30	237,907	31.44	237,907	\$ 35,306,844
December 1 through 31	333,144	29.83	333,144	\$ 27,618,726

(1) In May 2020, the Company's Board of Directors authorized a new plan for the repurchase of up to an aggregate of \$56.8 million of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions. This plan was announced on May 6, 2020 and expired on May 5, 2021.

(2) In February 2021, the Company's Board of Directors authorized a new plan for the repurchase of up to an aggregate of \$80 million of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions (the "2021 Plan"). The 2021 Plan was comprised of a combination of the unused balance of the 2020 share repurchase plan and the new 2021 authorization of additional share repurchases. The 2021 plan was first announced on February 16, 2021 and will expire on May 6, 2022.

(3) In March 2022, the Company's Board of Directors authorized a new plan for the repurchase of up to an aggregate of \$80 million of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions (the "2022 Plan"). In addition to the 2022 Plan, the 2021 Plan remains in effect and available for repurchases. The 2022 Plan was announced on March 2, 2022 and will expire on May 10, 2023.

ITEM 16F CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G CORPORATE GOVERNANCE

We are a foreign private issuer whose ordinary shares are listed on the Nasdaq Global Select Market. As such, we are required to comply with U.S. federal securities laws, including the Sarbanes-Oxley Act, and the Nasdaq rules, including the Nasdaq corporate governance requirements. The Nasdaq rules provide that foreign private issuers may follow home country practice in lieu of certain qualitative listing requirements subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws, so long as the foreign issuer discloses that it does not follow such listing requirement and describes the home country practice followed in its reports filed with the SEC. Below is a concise summary of the significant ways in which our corporate governance practices differ from the corporate governance requirements of Nasdaq applicable to domestic U.S. listed companies:

- The Nasdaq rules require that an issuer have a quorum requirement for shareholders meetings of at least one-third of the outstanding shares of the issuer's common voting stock. Our Articles of Association provide that the quorum for any meeting of shareholders is 35% or more of the voting rights in the Company, consistent with the Nasdaq rules, however, we have chosen to follow home country practice with respect to the quorum requirements of an adjourned shareholders meeting. Our Articles of Association, as permitted under the Israeli Companies Law and Israeli practice, provide that a meeting adjourned for lack of a quorum of at least 35% of the voting power, if convened upon requisition under the provisions of the Companies Law, shall be dissolved, but in any other case it shall be adjourned and, at such reconvened meeting, the required quorum consists of any two members present in person or by proxy.
- The Nasdaq rules require shareholder approval of stock option plans and other equity compensation arrangements available to officers, directors or employees and any material amendments thereto. We have decided to follow home country practice in lieu of obtaining shareholder approval for our current or future equity incentive plans. However, subject to exceptions permitted under the Companies Law, we are required to seek shareholder approval of any grants of options and other equity-based awards to directors and controlling shareholders or plans that require shareholder approval for other reasons.
- Additionally, we have chosen to follow our home country practice in lieu of the requirements of Nasdaq Rule 5250(d)(1), relating to an issuer's furnishing of its annual report to shareholders. Specifically, we file annual reports on Form 20-F, which contain financial statements audited by an independent accounting firm, electronically with the SEC and post a copy on our website.

Although we may rely on certain home country corporate governance practices, we must comply with Nasdaq Rule 5625 Notification of Noncompliance and Rule 5640 Voting Rights. Further, we must have an audit committee that satisfies Rule 5605(c)(3), which addresses audit committee responsibilities and authority, and that consists of committee members that meet the independence requirements of Rule 5605(c)(2)(A).

To the extent permitted by Nasdaq rules, we may in the future elect to follow Israel corporate governance practices in lieu of Nasdaq corporate governance rules with regard to other matters.

ITEM 16H MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have responded to Item 18 in lieu of this item.

ITEM 18. FINANCIAL STATEMENTS

The Financial Statements required by this item are found at the end of this annual report, beginning on page F-1.

ITEM 19. EXHIBITS

The exhibits filed with or incorporated into this annual report are listed on the index of exhibits below.

<u>Exhibit No.</u>	<u>Exhibit</u>
1.1¶	Memorandum of Association (A)
1.2	Amended and Restated Articles of Association (B)
2.1	Description of the Rights of Each Class of Securities Registered under Section 12 of the Securities Exchange Act of 1934 (C)
4.1	Form of Directors and Officers Indemnity Deed (D)
4.2	Summary of Material Terms of the Lease Agreements for the Company's Headquarters (E)
4.3	1997 Key Employee Share Incentive Plan, as amended and restated (F)
4.4	2010 Addendum (for international grantees) (G)
4.5	Radware Ltd. – 2010 Employee Share Purchase Plan (H)
4.6	Amended and Restated Compensation Policy for Executive Officers and Directors (I)
4.7*#	Asset Purchase Agreement, dated as of February 16, 2022, by and between Radware Ltd. and SecurityDAM Ltd.
8.1*	List of Subsidiaries
12.1*	Certification of the President and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification of the President and Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2**	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Independent Registered Public Accounting Firm
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

¶ Translated from Hebrew

Certain confidential portions (indicated by brackets and asterisks) have been omitted from this exhibit

* Filed herewith.

** Furnished herewith.

IMPORTANT NOTE: Certain agreements filed as exhibits to this annual report contain representations, warranties and covenants that the parties thereto made to each other. These representations, warranties and covenants have been made solely for the purposes of such agreements and as of specific dates, were made solely for the benefit of the other parties to such agreements, and may have been qualified by certain information that has been disclosed to the other parties to such agreements and that may not be reflected in the text of such agreements and may apply standards of materiality in a way that is different from what may be viewed as material by shareholders of, or other investors in, the Company. In addition, these representations, warranties and covenants may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Moreover, information concerning the subject matter of any such representations, warranties and covenants may have changed since the date of such agreements. Accordingly, there can be no reliance on any such representations, warranties and covenants as characterizations of the actual state of facts.

- (A) Incorporated by reference to Exhibit 1.1 to the Annual Report on Form 20-F for the year ended December 31, 2019, filed with the SEC on April 2, 2020.
- (B) Incorporated by reference to Exhibit 1.2 to the Annual Report on Form 20-F for the year ended December 31, 2020, filed with the SEC on April 20, 2021.
- (C) Incorporated by reference to Exhibit 2.1 to the Annual Report on Form 20-F for the year ended December 31, 2020, filed with the SEC on April 20, 2021.
- (D) Incorporated by reference to Annex B to the Proxy Statement filed as Exhibit 1.2 to Report of Foreign Private Issuer on Form 6-K submitted to the SEC on July 28, 2011.
- (E) Incorporated by reference to Exhibit 4.2 to the Annual Report on Form 20-F for the year ended December 31, 2020, filed with the SEC on April 20, 2021.
- (F) Incorporated by reference to Exhibit 4.3 to the Annual Report on Form 20-F for the year ended December 31, 2020, filed with the SEC on April 20, 2021.
- (G) Incorporated by reference to Exhibit 4.8 to the Annual Report on Form 20-F for the year ended December 31, 2009, filed with the SEC on April 29, 2010.
- (H) Incorporated by reference to Exhibit 4.9 to the Annual Report on Form 20-F for the year ended December 31, 2009, filed with the SEC on April 29, 2010.
- (I) Incorporated by reference to Exhibit 4.6 to the Annual Report on Form 20-F for the year ended December 31, 2020, filed with the SEC on April 20, 2021.

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

RADWARE LTD.

By: /s/ Roy Zisapel
Roy Zisapel
President and Chief Executive Officer

Date: April 11, 2022

RADWARE LTD. AND ITS SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2021
U.S. DOLLARS IN THOUSANDS
INDEX

	<u>Page</u>
<u>Reports of Independent Registered Public Accounting Firm (PCAOB ID:1281)</u>	F-2 - F-4
<u>Consolidated Balance Sheets</u>	F-5 - F-6
<u>Consolidated Statements of Income</u>	F-7
<u>Consolidated Statements of Comprehensive Income</u>	F-8
<u>Statements of Changes in Shareholders' Equity</u>	F-9
<u>Consolidated Statements of Cash Flows</u>	F-10 - F-11
<u>Notes to Consolidated Financial Statements</u>	F-12 - F-48



Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Radware Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Radware Ltd. and its subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated April 11, 2022, expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.



Revenue Recognition – establishment of standalone selling prices

Description of the Matter

As described in Note 2 to the consolidated financial statements, some of the Company's contracts with customers consist of several goods and services such as products, services and subscriptions, which are accounted for as separate performance obligations when they are distinct. In such cases, the transaction price is then allocated to the distinct performance obligations on a relative standalone selling price basis and recognizes associated revenue as control is transferred to the customer.

Auditing the estimate of standalone selling price for performance obligation not sold separately involved subjective auditor judgment due to the absence of directly observable data which requires the Company to make subjective assumptions used to estimate the standalone selling price for each performance obligation. Standalone selling price for goods and services can evolve over time due to changes in the Company's pricing practices that are influenced by intense competition, changes in demand for products and services, and economic factors, among others. Given these factors, the related audit effort in evaluating management's judgments in determining revenue recognition for these customer contracts was extensive and required subjective auditor judgment.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls relating to the revenue recognition process, including the estimate of standalone selling prices for each distinct performance obligation and review of assumptions used.

Our audit procedures included testing management's estimate of standalone selling price for each distinct performance obligation included, among others, evaluating the appropriateness of the methodology applied and the reasonableness of management's judgment and assumptions by comparing these assumptions with prior years and with entity and industry's general and specific trends. We also inspected the source of historical data, pricing and other observable inputs such as customer grouping, tested the mathematical accuracy of the underlying data and evaluated the accounting policies and practices related to the estimate of standalone selling prices by management. In addition, we have tested the accuracy of management's allocation of the transaction price to the performance obligations contained within sampled contracts and purchase orders with customers and evaluated whether revenue was recognized in the appropriate amounts and period. We also evaluated and tested the Company's disclosures included in Note 2 to the consolidated financial statements.

/s/ KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global

We have served as the Company's auditor since 2002.
Tel-Aviv, Israel
April 11, 2022



Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Radware Ltd.

Opinion on Internal Control over Financial Reporting

We have audited Radware Ltd. and its subsidiaries' internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Radware Ltd. and its subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes and our report dated April 11, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global
Tel-Aviv, Israel
April 11, 2022

CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands

	December 31,	
	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 92,513	\$ 54,771
Marketable securities	39,497	64,684
Short-term bank deposits	155,879	191,038
Trade receivables, net of allowance for credit losses of \$174 and \$183 at December 31, 2021 and 2020, respectively	13,191	16,848
Other current assets and prepaid expenses	8,046	6,526
Inventories	11,580	13,935
Total current assets	320,706	347,802
LONG-TERM INVESTMENTS:		
Marketable securities	98,224	66,836
Long-term bank deposits	79,708	71,421
Other assets	2,454	2,453
Total long-term investments	180,386	140,710
Property and equipment, net	20,240	22,976
Operating lease right-of-use assets	24,829	27,823
Intangible assets, net	10,731	12,588
Goodwill	41,144	41,144
Other long-term assets	37,334	30,222
Total assets	\$ 635,370	\$ 623,265

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands, except share and per share data

	December 31,	
	2021	2020
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Trade payables	\$ 4,310	\$ 3,882
Deferred revenues	99,922	92,127
Operating lease liabilities	5,090	5,224
Employees and payroll accruals	26,284	27,007
Other payables and accrued expenses	30,281	15,507
Total current liabilities	165,887	143,747
LONG-TERM LIABILITIES:		
Deferred revenues	67,065	54,797
Operating lease liabilities	22,360	24,851
Other long-term liabilities	10,065	11,409
Total long-term liabilities	99,490	91,057
COMMITMENTS AND CONTINGENT LIABILITIES		
SHAREHOLDERS' EQUITY:		
Share capital -		
Ordinary shares of NIS 0.05 par value - Authorized: 90,000,000 at December 31, 2021 and 2020; Issued: 60,641,047 and 59,284,860 shares at December 31, 2021 and 2020, respectively; Outstanding: 45,871,957 and 46,386,889 shares at December 31, 2021 and 2020, respectively	730	721
Additional paid-in capital	471,173	443,018
Treasury stock 14,769,090 and 12,897,971 of ordinary shares at December 31, 2021 and 2020, respectively	(243,023)	(190,552)
Accumulated other comprehensive income (loss)	(455)	1,517
Retained earnings	141,568	133,757
Total shareholders' equity	369,993	388,461
Total liabilities and shareholders' equity	\$ 635,370	\$ 623,265

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF INCOME

U.S. dollars in thousands, except share data

	Year ended December 31,		
	2021	2020	2019
Revenues:			
Products	\$ 170,438	\$ 132,934	\$ 133,605
Services	116,058	117,093	118,467
Total revenues	286,496	250,027	252,072
Cost of revenues:			
Products	42,191	34,645	35,056
Services	10,255	10,439	10,118
Total cost of revenues	52,446	45,084	45,174
Gross profit	234,050	204,943	206,898
Operating expenses, net:			
Research and development, net	74,098	66,836	61,841
Sales and marketing	119,842	113,015	109,556
General and administrative	21,885	18,924	18,584
Total operating expenses, net	215,825	198,775	189,981
Operating income	18,225	6,168	16,917
Financial income, net	4,407	7,796	8,792
Income before taxes on income	22,632	13,964	25,709
Taxes on income	14,821	4,328	3,143
Net income	\$ 7,811	\$ 9,636	\$ 22,566
Basic net earnings per share	\$ 0.17	\$ 0.21	\$ 0.48
Diluted net earnings per share	\$ 0.16	\$ 0.20	\$ 0.47
Weighted average shares used to compute net income per share:			
Basic	45,919,835	46,460,974	46,816,899
Diluted	47,503,091	47,739,540	48,523,120

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

U.S. dollars in thousands

	Year ended December 31,		
	2021	2020	2019
Net income	\$ 7,811	\$ 9,636	\$ 22,566
Other comprehensive income (loss) before tax:			
Unrealized gains (losses) on marketable securities:			
Changes in unrealized gains (losses)	(2,999)	339	2,928
Less: reclassification adjustments for gains included in net income	(438)	(144)	-
Other comprehensive income (loss) before tax	(2,561)	483	2,928
Income tax benefits (income tax expenses) related to components of other comprehensive income (loss)	589	(111)	(673)
Other comprehensive income (loss), net of tax	(1,972)	372	2,255
Comprehensive income	\$ 5,839	\$ 10,008	\$ 24,821

The accompanying notes are an integral part of the consolidated financial statements.

STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

U.S. dollars in thousands, except share and per share data

	<u>Number of outstanding ordinary shares</u>	<u>Share Capital</u>	<u>Additional paid- in capital</u>	<u>Treasury stock, at cost</u>	<u>Accumulated other comprehensive income (loss)</u>	<u>Retained earnings</u>	<u>Total</u>
Balance as of January 1, 2019	46,347,403	\$ 693	\$ 383,536	\$ (120,717)	\$ (1,110)	\$ 101,555	\$ 363,957
Repurchase of ordinary shares	(998,399)	-	-	(24,509)	-	-	(24,509)
Issuance of shares upon exercise of share options and vesting of restricted shares units	1,638,753	17	17,981	-	-	-	17,998
Share based compensation	-	-	13,064	-	-	-	13,064
Other comprehensive income, net of tax	-	-	-	-	2,255	-	2,255
Net income	-	-	-	-	-	22,566	22,566
Balance as of December 31, 2019	46,987,757	710	414,581	(145,226)	1,145	124,121	395,331
Repurchase of ordinary shares	(1,953,960)	-	-	(45,326)	-	-	(45,326)
Issuance of shares upon exercise of share options and vesting of restricted shares units	1,353,092	11	11,892	-	-	-	11,903
Share based compensation	-	-	16,545	-	-	-	16,545
Other comprehensive income, net of tax	-	-	-	-	372	-	372
Net income	-	-	-	-	-	9,636	9,636
Balance as of December 31, 2020	46,386,889	721	443,018	(190,552)	1,517	133,757	388,461
Repurchase of ordinary shares	(1,871,119)	-	-	(52,471)	-	-	(52,471)
Issuance of shares upon exercise of share options and vesting of restricted shares units	1,356,187	9	10,581	-	-	-	10,590
Share based compensation	-	-	17,574	-	-	-	17,574
Other comprehensive loss, net of tax	-	-	-	-	(1,972)	-	(1,972)
Net income	-	-	-	-	-	7,811	7,811
Balance as of December 31, 2021	<u>45,871,957</u>	<u>\$ 730</u>	<u>\$ 471,173</u>	<u>\$ (243,023)</u>	<u>\$ (455)</u>	<u>\$ 141,568</u>	<u>\$ 369,993</u>

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2021	2020	2019
Cash flows from operating activities:			
Net income	\$ 7,811	\$ 9,636	\$ 22,566
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	10,196	10,559	11,283
Stock based compensation	17,574	16,545	13,064
Gain on sale of marketable securities	(438)	(639)	(537)
Amortization of premiums, accretion of discounts and accrued interest on marketable securities, net	2,720	931	618
Accrued interest on bank deposits	2,424	(1,210)	2,123
Increase in accrued severance pay, net	468	202	888
Decrease (increase) in trade receivables, net	3,657	5,762	(2,407)
Changes in deferred income taxes, net	(3,466)	333	(1,535)
Increase in other current assets and prepaid expenses	(4,625)	(5,217)	(5,454)
Decrease in inventories	2,355	5	4,461
Increase (decrease) in trade payables	428	(2,433)	1,775
Increase in deferred revenues	20,063	16,797	2,260
Increase in other payables and accrued expenses	12,238	11,305	2,784
Operating lease right-of-use assets	5,532	5,593	5,962
Operating lease liabilities	(5,163)	(4,304)	(4,999)
Net cash provided by operating activities	<u>71,774</u>	<u>63,865</u>	<u>52,852</u>
Cash flows from investing activities:			
Purchase of property and equipment	(5,603)	(8,671)	(8,155)
Proceeds from (investing in) other long-term assets	49	(110)	4
Proceeds from (investing in) bank deposits	24,448	(23,878)	15,960
Purchase of marketable securities	(88,300)	(32,981)	(67,145)
Proceeds from maturity of marketable securities	59,980	29,452	17,005
Proceeds from sale of marketable securities	17,275	21,820	3,777
Payment for the acquisition of subsidiary, net of cash acquired	-	-	(12,239)
Net cash provided by (used in) investing activities	<u>7,849</u>	<u>(14,368)</u>	<u>(50,793)</u>

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2021	2020	2019
Cash flows from financing activities:			
Proceeds from exercise of share options	10,590	11,903	17,998
Payment of deferred consideration related to acquisition	-	(2,054)	-
Repurchase of ordinary shares	(52,471)	(45,326)	(24,509)
Net cash used in financing activities	(41,881)	(35,477)	(6,511)
Increase (decrease) in cash and cash equivalents	37,742	14,020	(4,452)
Cash and cash equivalents at the beginning of the year	54,771	40,751	45,203
Cash and cash equivalents at the end of the year	\$ 92,513	\$ 54,771	\$ 40,751
Supplemental disclosure of cash flow information:			
Cash paid during the year for taxes on income	\$ 2,748	\$ 1,314	\$ 3,296
Non-cash investing activities:			
Right-of-use assets recognized with corresponding lease liabilities	\$ 2,538	\$ 15,272	\$ 24,105
Deferred consideration related to acquisition	\$ -	\$ -	\$ 2,080

The accompanying notes are an integral part of the consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 1- GENERAL

- a. Radware Ltd. (the "Company"), an Israeli company commenced operations in April 1997. The Company and its subsidiaries (the "Group") are engaged in the development, manufacture and sale of cyber security and application delivery solutions for cloud, physical, and Software Defined Data Centers ("SDDC"). The Group's solutions secure the digital experience by providing infrastructure, application, and corporate IT protection and availability services to enterprises globally. The Group's solutions are deployed by, among others, enterprises, carriers and cloud service providers worldwide.
- b. The Company has established wholly-owned subsidiaries in various countries worldwide. The Company's subsidiaries are engaged primarily in sales, marketing and support activities of its core products.
- c. The Group primarily relies on two original design manufacturers to supply certain hardware platforms and components for the production of its products. If one of these suppliers fails to deliver or delays the delivery of the necessary components, the Group will be required to seek alternative sources of supply. A change in suppliers could result in manufacturing delays, which could cause a possible loss of sales and, consequently, could adversely affect the Company's operation and financial performance.

The Group depended on a sole single-managed security service provider, which is a related party, to provide services as part of its protection services. If the managed security service provider were to fail to provide or delay the delivery of the services, the Group would be required to seek alternative sources of the services. A change in its managed security service provider could result in a possible loss of sales and, consequently, could adversely affect the Group's operation and financial performance (see Note 17). However, on February 17, 2022, the Company acquired all of the technology and other intangible assets from the managed security service provider (see Note 18).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP").

a. Use of estimates:

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions. The Company's management believes that the estimates, judgments and assumptions used are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the dates of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. The coronavirus ("COVID-19") pandemic has created, and may continue to create, significant uncertainty in macroeconomic conditions, and the extent of its impact on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and the impact on the Company's customers and its sales cycles. The Company considered the impact of COVID-19 on the estimates and assumptions and determined that there were no material adverse impacts on the consolidated financial statements for the year ended December 31, 2021. As events continue to evolve and additional information becomes available, the Company's estimates and assumptions may change materially in future periods.

b. Financial statements in United States dollars:

A majority of the Group's revenues are denominated in United States dollars ("dollar" or "U.S. dollars"). In addition, a substantial portion of the Company's and certain of its subsidiaries' costs are denominated in dollar. The Company's management believes that the dollar is the primary currency of the economic environment in which the Group operates. Thus, the functional and reporting currency of the Group is the dollar. Accordingly, monetary accounts maintained in currencies other than the dollar are re-measured into dollars in accordance with Accounting Standards Codification ("ASC") No. 830 "Foreign Currency Matters". All transaction gains and losses from the re-measured monetary balance sheet items are reflected in the consolidated statements of income as financial income or expenses, as appropriate.

c. Principles of consolidation:

The consolidated financial statements include the accounts of the Group. All intercompany transactions and balances have been eliminated upon consolidation.

d. Cash equivalents:

Cash equivalents are short-term highly liquid investments that are readily convertible to cash with original maturities of three months or less, at acquisition.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

e. Bank deposits:

Bank deposits with maturities of more than three months but less than one year are included in short-term bank deposits. Such short-term bank deposits are stated at cost which approximate market values.

Bank deposits with maturities of more than one year are included in long-term bank deposits. Long-term bank deposits are stated at cost which approximates market values.

f. Investment in marketable securities:

The Company accounts for investments in marketable securities in accordance with ASC No. 320, "Investments - Debt and Equity Securities". Management determines the appropriate classification of its investments at the time of purchase and reevaluates such determinations at each balance sheet date.

The Company classifies its marketable securities as either short-term or long-term based on each instrument's underlying contractual maturity date and the entity's expectations of sales and redemptions in the following year.

The Company classified all of its securities as available-for-sale marketable securities. Debt securities are carried at fair value, with the unrealized gains and losses reported in "Accumulated other comprehensive income (loss)" in shareholders' equity. Realized gains and losses on sales of investments are included in financial income, net and are derived using the specific identification method for determining the cost of securities.

The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization together with interest on securities are included in financial income, net in the Company's consolidated statements of income.

In 2020 the Company adopted Accounting Standard Update ("ASU") 2016-13, Topic 326 "Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments" which modified the other than temporary impairment model for available-for-sale debt securities. Available-for-sale securities are periodically evaluated for unrealized losses. For unrealized losses in securities that the Company intends to hold and will not more likely than not be required to sell before recovery, the Company further evaluates whether declines in fair value below amortized cost are due to credit or non-credit related factors. The Company considers credit related impairments to be changes in value that are driven by a change in the creditor's ability to meet its payment obligations and records an allowance and recognizes a corresponding loss in financial income, net when the impairment is incurred. Unrealized non-credit related losses and unrealized gains, net of tax, are reported as a separate component of accumulated other comprehensive income (loss) in the consolidated balance sheets until realized.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The amortized cost of marketable securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization together with interest on securities is included in financial income, net. Credit loss impairments for the years ended December 31, 2021, and 2020 were immaterial.

Prior to January 1, 2020, the Company recognizes an impairment charge when a decline in the fair value of its investments below the cost basis is judged to be other-than-temporary. The factors considered in making such a determination include the duration and severity of the impairment, the reason for the decline in value, the potential recovery period and the Company's intent to sell, including whether it is more likely than not that the Company will be required to sell the investment before recovery of cost basis. For securities that are deemed other-than-temporarily impaired, the amount of impairment recognized in the consolidated statements of income is limited to the amount related to credit losses, while impairment related to other factors is recognized in other comprehensive income. During 2019, the Company did not record other-than-temporary impairment loss ("OTTI") with respect to its available-for-sale marketable securities.

g. Inventories:

Inventories are stated at the lower of cost or net realizable value. Inventory write-off is provided to cover risks arising from slow-moving items, technological obsolescence, excess inventories and discontinued products. Inventory write-offs totaled \$2,028, \$616 and \$3,267 in 2021, 2020 and 2019, respectively, and have been included in cost of revenues of products in the Company's consolidated statements of income.

Cost is determined as follows:

Raw materials and components - using the "first-in, first-out" method.

Work-in-progress and finished products - raw materials as above with the addition of subcontracting costs - calculated on the basis of direct subcontractors costs and with direct overhead costs.

The Company assesses the carrying value of its inventory for each reporting period to ensure inventory is reported at the lower of cost or net realizable value in accordance with ASC No. 330-10-35, "Inventory". Charges for obsolete and slow-moving inventories are recorded based upon an analysis of specific identification of obsolete inventory items and quantification of slow-moving inventory items. These assessments consider various factors, including historical usage rate, technological obsolescence, estimated current and future market values and new product introduction. In cases when there is evidence that the anticipated utility of goods, in their disposal in the ordinary course of business, will be less than the historical cost of the inventory, the Company recognizes the difference as a current period charge to earnings and carries the inventory at the reduced cost basis until it is sold or disposed of.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

h. Property and equipment, net:

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets at the following annual rates:

	%
Computers, peripheral equipment and software	15 - 33 (mainly 33)
Office furniture and equipment	6 - 20 (mainly 15)
Leasehold improvements	Over the shorter of the term of the lease or the useful life of the asset

i. Impairment of long-lived assets and intangible assets subject to amortization:

Property and equipment, right-of-use asset for leases and intangible assets subject to depreciation and amortization are reviewed for impairment in accordance with ASC No. 360, "Accounting for the Impairment or Disposal of Long-Lived Assets," whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Intangible assets acquired in a business combination are recorded at fair value at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. The useful lives of intangible assets are assessed to be either finite or indefinite. Intangible assets that are not considered to have an indefinite useful life are amortized over their estimated useful lives, which range from 7 to 9 years. Some of the acquired customer arrangements are amortized over their estimated useful lives in proportion to the economic benefits realized. This accounting policy results in accelerated amortization of such customer arrangements as compared to the straight-line method. All other intangible assets are amortized over their estimated useful lives on a straight-line basis. During 2021, 2020 and 2019, no impairment losses were recorded.

j. Goodwill:

Goodwill represents the excess of the purchase price in a business combination over the fair value of the net tangible and intangible assets acquired. Under ASC No. 350 "Intangibles – Goodwill and Other" ("ASC 350"), goodwill is not amortized, but rather is subject to an annual impairment test. ASC 350 requires goodwill to be tested for impairment at least annually or between annual tests in certain circumstances and written down when impaired. Goodwill is tested for impairment by comparing the fair value of the reporting unit with its carrying value.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

ASC 350 allows a company to first assess qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. If the qualitative assessment does not result in a more likely than not indication of impairment, no further impairment testing is required. If the Company elects not to use this option, or if the Company determines that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the Company prepares a quantitative analysis to determine whether the carrying value of a reporting unit exceeds its estimated fair value. If the carrying value of a reporting unit exceeds its estimated fair value, the Company recognizes an impairment of goodwill for the amount of this excess.

The Company operates in one operating segment, and this segment comprises its single reporting unit. The Company conducts its annual test of impairment for goodwill on December 31st of each year, or more frequently if impairment indicators are present. No impairment was recorded during 2021, 2020 and 2019.

k. Leases:

The Company accounts for its leases according to ASC 842 - Leases ("ASC 842"). The Company determines if an arrangement is a lease and the classification of that lease at inception based on: (1) whether the contract involves the use of a distinct identified asset, (2) whether the Company obtains the right to substantially all the economic benefits from the use of the asset throughout the period, and (3) whether the Company has a right to direct the use of the asset. The Company elected to not recognize a lease liability and a right-of-use ("ROU") asset for leases with a term of twelve months or less.

ROU assets and lease liabilities are recognized at commencement date based on the present value of remaining lease payments over the lease term. ROU assets are initially measured at amounts, which represents the discounted present value of the lease payments over the lease, plus any initial direct costs incurred. The lease liability is initially measured based on the discounted present value of remaining lease payments over the lease term. For this purpose, the Company considers only payments that are fixed and determinable at the time of commencement. The implicit rate within the operating leases is generally not determinable, therefore the Company uses the Incremental Borrowing Rate ("IBR") based on the information available at commencement date in determining the present value of lease payments. The Company's IBR is estimated to approximate the interest rate for collateralized borrowing with similar terms and payments and in economic environments where the leased asset is located.

An option to extend the lease is considered in connection with determining the ROU asset and lease liability when it is reasonably certain that the Company will exercise that option. An option to terminate the lease is considered unless it is reasonably certain that the Company will not exercise the option.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

l. Contingencies

The Company is currently involved in various claims and legal proceedings. The Company reviews the status of each matter and assesses its potential financial exposure. If the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated, the Company accrues a liability for the estimated loss (see Note 11).

m. Revenue recognition:

The Group's revenues are derived from sales of its products, services and subscriptions:

- Revenues from physical products and software-based products are recognized when control of the promised goods is transferred to the customer, either upon shipment or when the product is delivered, depending on the commercial terms of each transaction. Revenues from product subscriptions and cloud subscriptions, included as product revenues, are recognized ratably, on a straight-line basis, over the subscription period.
- Revenues from post-contract customer support ("PCS"), which represent mainly, help-desk support and unit repairs or replacements, professional services, and emergency response team ("ERT") services are recognized ratably, on a straight-line basis, over the term of the related contract, which is typically between one year and three years. Renewals of support contracts create new performance obligations that are satisfied over the term with the revenues recognized ratably, on a straight-line basis, over the renewed period.

The Company's solutions are sold primarily through distributors and resellers, all of which are considered end-users.

The Company recognizes revenues in accordance with ASC No. 606, "Revenue from Contracts with Customers". As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract and recognizes revenues when (or as) the Company satisfies a performance obligation.

The Company's arrangements typically contain various combinations of its products, subscriptions and PCS, which are distinct and are accounted for as separate performance obligations. The Company allocates the transaction price to each performance obligation based on its relative standalone selling price ("SSP"). If the SSP is not observable, the Company estimates the SSP taking into account available information such as geographic specific factors, customer grouping and internally approved historical pricing guidelines related to the performance obligation. For PCS, the Company determines the standalone selling price based on observable renewals prices. For subscriptions, the Company determines the standalone selling price based on standalone new subscription transactions and renewals.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

For products, the SSP is not observable, and therefore, the Company estimates the product SSP taking into account available information such as geographic specific factors, customer grouping and internally approved historical pricing guidelines.

Deferred revenues represent mainly the unrecognized revenue collected for subscriptions and for PCS. Such revenues are recognized ratably over the term of the related agreement. Out of the deferred revenues balance at the beginning of the year that ended December 31, 2021, approximately 64% was recognized as revenues during that year. Out of the deferred revenues balance at the beginning of the year that ended December 31, 2020, an amount of \$110,544 was recognized as revenues during that year.

As of December 31, 2021, the aggregate amount of remaining performance obligations from contracts with customers was \$281,565. The Company expects to recognize approximately 60% of its remaining performance obligations as revenue over the next twelve months, with the remaining recognized up to three years.

Remaining performance obligations represent the amount of the transaction price under contracts with customers that are attributable to performance obligations that are unsatisfied or partially satisfied at the reporting date. This consists of future committed revenue for monthly, quarterly or annual periods within current contracts with customers, as well as deferred revenue arising from consideration invoiced in prior periods for which the related performance obligations have not been satisfied.

The following table provides information about disaggregated revenues by major product line:

	<u>Year ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Products	\$ 90,292	\$ 72,286
Services	103,220	106,176
Subscriptions	<u>92,984</u>	<u>71,565</u>
	<u>\$ 286,496</u>	<u>\$ 250,027</u>

For information regarding disaggregated revenues by geographical market, please see Note 15.

The balance of deferred revenues approximates the aggregate amount of the transaction price allocated to the remaining performance obligations at the end of reporting period. In general, the Company expects to recognize the long-term portion of deferred revenue mainly over the remaining service period of up to three years.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The Company records a provision for estimated sale returns, credits and stock rotation granted to customers on products in the same period the related revenues are recorded. These estimates are based on historical sales returns, stock rotations and other known factors. Such provisions amounted to \$2,494 and \$2,739 as of December 31, 2021 and 2020, respectively. The provision for estimated sale returns, credits, and stock rotation as of December 31, 2021 and 2020, is included in other payables and accrued expenses in the consolidated balance sheets.

In instances of contracts where revenue recognition differs from the timing of invoicing, the Company generally determined that those contracts do not include a significant financing component. The primary purpose of the invoicing terms is to provide customers with simplified and predictable ways of purchasing the Company's products and services, not to receive or provide financing. The Company uses the practical expedient and does not assess the existence of a significant financing component when the difference between payment and revenue recognition is a year or less.

Costs to obtain contracts:

Sales commissions earned by the Company's sales force are considered incremental and recoverable costs of obtaining a contract with a customer. Commission costs related to long-term service contracts and performance obligations satisfied over time are deferred and recognized on a systematic basis that is consistent with the transfer of the products or services to which the asset relates. Sales commissions paid for new contracts, which are not commensurate with sales commissions paid for renewal contracts, are capitalized and amortized over an expected period of benefit and are included in sales and marketing expenses in the accompanying consolidated statements of income. The Company applies judgment in estimating the amortization period, by taking into consideration its product life term, history of renewals, expected length of customer relationship, as well as the useful life of the underlying technology and products. As of December 31, 2021, the Company has determined the expected period of benefit to be approximately 3.37 years. Deferred commission costs capitalized are periodically reviewed for impairment.

As of December 31, 2021 and 2020, the amount of deferred commission was \$23,940 and \$20,867, respectively and is included in other long-term assets on the consolidated balance sheets.

During the year ended December 31, 2021 and 2020, the Company recorded amortization expenses in connection with deferred commissions in the amount of \$10,091 and \$9,902, respectively.

n. Shipping and handling fees and costs:

Shipping and handling fees charged to the Company's customers are recognized as product revenue in the period shipped and the related costs for providing these services are recorded as a product cost of revenues in the consolidated statements of income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

o. Cost of revenues:

Cost of products is comprised of cost of software and hardware production, manuals, packaging, license fees paid to third parties, fees paid to managed security service provider (related parties), inventory write-offs and amortization of acquired technology.

Cost of services is comprised of cost of post-sale customer support and hosting services.

p. Warranty costs:

The Company generally provides a one year warranty for all of its products. A provision is recorded for estimated warranty costs at the time revenues are recognized based on the Company's historical experience. Warranty expenses for the years ended December 31, 2021, 2020 and 2019 were immaterial.

q. Research and development expenses, net:

Research and development costs are charged to the consolidated statements of income as incurred. ASC No. 985-20, "Software - Costs of Software to Be Sold, Leased, or Marketed", requires capitalization of certain software development costs subsequent to the establishment of technological feasibility.

Based on the Company's product development process, technological feasibility is established upon completion of a working model. Costs incurred by the Company between completion of the working models and the point at which the products are ready for general release, have been insignificant. Therefore, all research and development costs are expensed as incurred.

r. Government grants:

During 2019-2021, the Company received non-royalty-bearing grants from the Israel Innovation Authority ("IIA") for approved research and development projects. These grants are recognized at the time the Company is entitled to such grants on the basis of the costs incurred as provided by the relevant agreement and included as a deduction from research and development expenses, net.

Research and development grants deducted from research and development expenses, net amounted to \$962, \$924 and \$937 for the years ended December 31, 2021, 2020 and 2019, respectively.

In addition, during 2021, an Israeli subsidiary of the Company received royalty-bearing grants from the IIA for approved research and development projects. These grants are recognized at the time the Israeli subsidiary is entitled to such grants on the basis of the costs incurred as provided by the relevant agreement and included as a deduction from research and development expenses, net.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Per the agreement with the IIA, and pursuant to applicable laws, the Israeli subsidiary is required to pay royalties at the rate of 3% of sales of products developed with funds provided by the IIA, up to an amount equal to 100% of the IIA research and development grants received. Grants amounted to \$333 for the year ended December 31, 2021.

s. Accounting for share-based compensation:

The Company accounts for share-based compensation in accordance with ASC No. 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as an expense over the requisite service periods in the Company's consolidated statements of income.

The Company recognizes compensation expenses for the value of its awards based on the accelerated attribution method over the requisite service period of each of the awards, net of estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Estimated forfeitures are based on actual historical pre-vesting forfeitures.

The Company selected the Black-Scholes-Merton option pricing model to account for the fair value of its share-options awards with only service conditions and whereas the fair value of the restricted share units awards ("RSUs") is based on the market value of the underlying shares at the date of grant.

Compensation expense related to the market-condition based RSUs granted to the Chief Executive Officer of the Company is computed using the fair value of the awards at the date of grant. Potential shares to be issued for market-condition share awards granted in 2020 and 2019 are subject to a market condition based on the price of the Company's ordinary share. The fair value of these awards was determined using a Monte Carlo simulation methodology.

The fair value of each market-condition based RSUs is estimated on the date of grant using the Monte Carlo model that uses the assumptions noted in the following table:

	Year ended December 31,		
	2021	2020	2019
Risk free interest rate	-	0.36%	1.59%
Dividend yields	-	0%	0%
Expected volatility	-	24.97%	27.67%

The option-pricing models require a number of assumptions, of which the most significant are the expected stock price volatility and the expected option term. Expected volatility was calculated based upon actual historical share price movements over an historical period equivalent to the option's expected term.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The expected option term represents the period of time that options are expected to be outstanding based on historical experience. The risk-free interest rate is based on the yield from U.S. treasury bonds with an equivalent term. The Company has historically not paid dividends and has no foreseeable plans to pay dividends.

The fair value of the Company's share options granted to employees and directors for the years ended December 31, 2021, 2020 and 2019 was estimated using the following weighted average assumptions:

Employees' share option plan:

	Year ended December 31,		
	2021	2020	2019
Risk free interest rate	0.89%	0.33%	1.86%
Dividend yields	0%	0%	0%
Expected volatility	27%	26%	26%
Weighted average expected term from grant date (in years)	3.46	3.68	3.83

t. Income taxes:

The Company accounts for income taxes in accordance with ASC No. 740, "Income Taxes" ("ASC 740"). This statement prescribes the use of the liability method whereby deferred tax assets and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized.

ASC 740 contains a two-step approach to recognizing and measuring a liability for uncertain tax positions. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that, on an evaluation of the technical merits, the tax position will be sustained on audit, including resolution of any related appeals or litigation processes.

The second step is only addressed if the first step has been satisfied (i.e. the position is more likely than not to be sustained) otherwise a full liability in respect of a tax position not meeting the more likely than not criteria is recognized.

The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. The Company accrues interest and penalty, if any related to unrecognized tax benefits in its taxes on income in the consolidated statements of income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

u. Concentrations of credit risks:

Financial instruments that potentially subject the Group to concentrations of credit risk consist principally of cash and cash equivalents, bank deposits, marketable securities and trade receivables.

The majority of the Group's cash, cash equivalents and bank deposits are invested in major banks in Israel and the U.S. The Israeli bank deposits are not insured, while the deposits made in the United States are in excess of insured limits and are not otherwise insured. Generally, these cash equivalents may be redeemed upon demand and, therefore management believes that it bears a lower risk. The short-term and long-term bank deposits are held in financial institutions which management believes are institutions with high credit standing, and accordingly, minimal credit risk from geographic or credit concentration exists with respect to these bank deposits. As of December 31, 2021, 6%, 42%, and 31% of the Company's short and long-term bank deposits were deposited in major Israeli banks in Israel which are rated A, AAA and BBB+, respectively, as determined by the Israeli affiliate of Standard & Poor's ("S&P"), and 21% were deposited in the U.S. branch of another major Israeli bank which is also rated A, as determined by the Israeli affiliate of S&P.

As of December 31, 2021, the maximal contractual duration of any of the Company's bank deposits was 2 years, the weighted average duration of the Company's deposits was 1.5 years, and the weighted average time to maturity was 0.8 years.

The Company's marketable securities included investment in foreign banks, government debentures and corporate debentures. The financial institutions that hold the Company's marketable securities are major U.S. financial institutions, located in the United States. The Company's management believes that the Company's marketable securities portfolio is a diverse portfolio of highly-rated securities and the Company's investment policy limits the amount the Company's may invest in each issuer, and accordingly, management believes that minimal credit risk exists from geographic or credit concentration with respect to these securities.

From geographic prospective, 53% of the Company's debt marketable securities portfolio was invested in debt securities of U.S. issuers, 7% was invested in debt securities of European issuers and 40% was invested in debt securities of other geographic-located issuers. As of December 31, 2021, 92% of the Company's debt marketable securities portfolio was rated A- or higher, as determined by S&P and 8% was rated BBB or BBB+.

The trade receivables of the Group are mainly derived from sales to customers located primarily in the United States, Europe, the Middle East, Africa and Asia Pacific. The Company makes estimates of expected credit losses for the allowance for doubtful accounts based upon its assessment of various factors, including historical experience, the age of the trade receivable balances, credit quality of its customers, current economic conditions and other factors that may affect its ability to collect from customers.

The estimated credit loss allowance is recorded as general and administrative expenses on the Company's consolidated statements of income. In certain circumstances, the Company may require from its customers letters of credit, other collateral or additional guarantees.

For the year ended December 2021, 2020 and 2019 bad debt expenses were \$18, \$104 and nil. Total write-offs during 2021 and 2020 amounted to nil and in 2019 amounted to \$154.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

v. Employee related benefits:

Severance pay:

Effective April 1, 2007, the Company's agreements with employees in Israel, are under Section 14 of the Israeli Severance Pay Law, 1963. The Company's contributions for severance pay have extinguished its severance obligation. Upon contribution of the full amount based on the employee's monthly salary for each year of service, no additional obligation exists regarding the matter of severance pay and no additional payments is made by the Company to the employee. Further, the related obligation and amounts deposited on behalf of the employee for such obligation are not stated on the balance sheets, as the Company is legally released from the obligation to pay severance amounts to employees once the required deposit amounts have been fully paid.

For the Company's employees in Israel who are not subject to Section 14, the Company calculated the liability for severance pay pursuant to the Severance Pay Law based on the most recent salary of these employees multiplied by the number of years of employment as of the balance sheet date. The Company's liability for these employees is fully provided for via monthly deposits with severance pay funds, insurance policies and accruals. The value of these deposits recorded as an asset on the Company's balance sheet under other assets. The amount of accrued severance payable recorded as a liability on the Company's balance sheet under other long-term liabilities as of December 31, 2021 and 2020 is \$2,454 and \$2,453, respectively.

Severance pay expenses for the years ended December 31, 2021, 2020 and 2019 amounted to approximately \$5,455, \$4,800 and \$4,066, respectively. Accrued severance pay is included in other long-term liabilities in the consolidated balance sheets.

w. Fair value of financial instruments:

The Company measures its cash equivalents, bank deposits and marketable securities at fair value. Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. A three-tier fair value hierarchy is established as a basis for considering such assumptions and for inputs used in the valuation methodologies in measuring fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2-- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The carrying amounts of cash equivalents, trade receivables, trade payables, short-term bank deposits, other current assets and prepaid expenses and other payables and accrued expenses, approximate at fair value because of their generally short maturities.

x. Comprehensive income (loss):

The Company accounts for comprehensive income (loss) in accordance with ASC No. 220, "Comprehensive Income." This statement establishes standards for the reporting and display of comprehensive income (loss) and its components in a full set of general purpose financial statements. Comprehensive income (loss) generally represents all changes in shareholders' equity during the period except those resulting from investments by, or distributions to, shareholders. The Company determined that its only item of other comprehensive income (loss) relates to available-for-sale debt marketable securities adjustment.

y. Treasury stock:

The Company repurchases its ordinary shares from time to time on the open market and holds such shares as treasury stock. The Company presents the cost to repurchase treasury stock as a reduction of shareholders' equity. The voting rights attached to treasury stock are revoked.

z. Basic and diluted net income per share:

Basic net income per share is computed based on the weighted average number of ordinary shares outstanding during each period. Diluted net income per share is computed based on the weighted average number of ordinary shares outstanding during each period, plus potential dilutive ordinary shares considered outstanding during the period, if any, in accordance with ASC No. 260, "Earnings Per Share". The total number of ordinary shares related to outstanding stock options excluded from the calculation of diluted income per share as they would have been anti-dilutive was 35,208, 916,440 and 1,938,808 for the years ended December 31, 2021, 2020 and 2019, respectively.

aa. Business combinations:

The Company accounted for business combination in accordance with ASC No. 805, "Business Combinations" ("ASC 805").

ASC No. 805 requires recognition of assets acquired, liabilities assumed, and any non-controlling interest at the acquisition date, measured at their fair values as of that date.

The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Acquisition-related expenses are recognized separately from the business combination and are expensed as incurred.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Under ASU No. 2017-01, "Business Combinations (Topic 805): Clarifying the Definition of a Business ("2017-01"), the Company first determines whether substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. If this threshold is met, the single asset or group of assets, as applicable, is not a business.

NOTE 3:- ACQUISITIONS

On March 12, 2019 (the "Closing Date"), the Company completed the acquisition of all of the outstanding shares of Kaalbi Technologies Private Ltd. ("ShieldSquare"), a company engaged in Bot mitigation and Bot management solutions for a total consideration of \$14,203 denominated in Indian Rupee, as determined in the agreement (\$14,319 as of Closing Date). The total consideration was composed of (1) \$12,558 in cash payable at closing (subject to certain working capital adjustments, \$12,239 upon closing) and (2) \$2,080 (\$2,035 at December 31, 2019) deferred consideration to secure possible indemnity claims for damages arising out of breaches or inaccuracies of ShieldSquare's or ShieldSquare shareholders' representations, to be paid 18 months subsequent to the acquisition date. During 2020, the Company paid \$2,054 with respect to the deferred consideration.

The acquisition was accounted for as a business combination and the purchase consideration was allocated to assets acquired and liabilities assumed based on their estimated fair values, as presented in the following table:

Consideration:	
Cash consideration paid on closing date, including working capital adjustments	\$ 12,239
Deferred consideration	<u>2,080</u>
Total purchase price	<u>\$ 14,319</u>
Identifiable assets acquired, and liabilities assumed:	
Technology	\$ 7,385
Goodwill	8,970
Other current assets	271
Deferred tax liability	<u>(2,307)</u>
	<u>\$ 14,319</u>

The estimated useful life of the technology is approximately 9 years.

The derived goodwill from this acquisition is attributable to additional capabilities of the Company to expand its products portfolio. Goodwill generated from this business combination is primarily attributable to synergies between the Company's and ShieldSquare's respective products and services. Pro forma results of operations for this acquisition have not been presented because they are not material to the consolidated statements of income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 4- MARKETABLE SECURITIES

Debt securities with contractual maturities of less than one year are as follows:

	December 31,				December 31,			
	2021		2020		2021		2020	
	Amortized cost	Gross unrealized losses	Gross unrealized gains	Market value	Amortized cost	Gross unrealized losses	Gross unrealized gains	Market value
Foreign banks and government debentures	\$ 18,246	\$ -	\$ 107	\$ 18,353	\$ 31,024	\$ -	\$ 390	\$ 31,414
Corporate debentures	21,050	(5)	99	21,144	32,964	-	306	33,270
Total marketable securities	<u>\$ 39,296</u>	<u>\$ (5)</u>	<u>\$ 206</u>	<u>\$ 39,497</u>	<u>\$ 63,988</u>	<u>\$ -</u>	<u>\$ 696</u>	<u>\$ 64,684</u>

Debt securities with contractual maturities from one to three years are as follows:

	December 31,				December 31,			
	2021		2020		2021		2020	
	Amortized cost	Gross unrealized losses	Gross unrealized gains	Market value	Amortized cost	Gross unrealized losses	Gross unrealized gains	Market value
Foreign banks and government debentures	\$ 34,317	\$ (304)	\$ 46	\$ 34,059	\$ 28,200	\$ (28)	\$ 569	\$ 28,741
Corporate debentures	64,699	(649)	115	64,165	37,362	(10)	743	38,095
Total marketable securities	<u>\$ 99,016</u>	<u>\$ (953)</u>	<u>\$ 161</u>	<u>\$ 98,224</u>	<u>\$ 65,562</u>	<u>\$ (38)</u>	<u>\$ 1,312</u>	<u>\$ 66,836</u>

The Company does not have any debt securities with contractual maturities of more than three years as of December 31, 2021 and 2020.

Debt securities with continuous unrealized losses for less than 12 months and 12 months or greater and their related fair values as of December 31, 2021 are as follows:

	December 31, 2021					
	Investments with continuous unrealized losses for less than 12 months		Investments with continuous unrealized losses for 12 months or greater		Total investments with continuous unrealized losses	
	Fair Value	Unrealized losses	Fair value	Unrealized losses	Fair value	Unrealized losses
Foreign banks and government debentures	\$ 22,075	\$ (202)	\$ 10,491	\$ (104)	\$ 32,566	\$ (306)
Corporate debentures	49,526	(521)	13,903	(132)	63,429	(653)
Total available-for-sale marketable securities	<u>\$ 71,601</u>	<u>\$ (723)</u>	<u>\$ 24,394</u>	<u>\$ (236)</u>	<u>\$ 95,995</u>	<u>\$ (959)</u>

Debt securities with continuous unrealized losses for less than 12 months and 12 months or greater and their related fair values as of December 31, 2020 were immaterial.

As of December 31, 2021, and 2020, interest receivable amounted to \$994 and \$1,103, respectively, and is included within marketable securities in the consolidated balance sheets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 5- FAIR VALUE MEASUREMENTS

In accordance with ASC No. 820, "Fair Value Measurements and Disclosures", the Company measures its cash equivalents, marketable securities and deferred consideration at fair value on recurring basis. Cash equivalents and marketable securities are classified within Level 1 or Level 2 since these assets are valued using quoted market prices or alternative pricing sources and models utilizing market observable inputs.

The Company's financial assets and liabilities measured at fair value on a recurring basis, including interest receivable components consisted of the following types of instruments as of December 31, 2021, and 2020:

	December 31, 2021			
	Fair value measurements using input type			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents:				
Money market funds	\$ 488	\$ -	\$ -	\$ 488
Marketable securities:				
Foreign banks and government debentures	-	52,412	-	52,412
Corporate debentures	-	85,309	-	85,309
Total financial assets	<u>\$ 488</u>	<u>\$ 137,721</u>	<u>\$ -</u>	<u>\$ 138,209</u>
	December 31, 2020			
	Fair value measurements using input type			
	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents:				
Money market funds	\$ 6,999	\$ -	\$ -	\$ 6,999
Marketable securities:				
Foreign banks and government debentures	-	60,155	-	60,155
Corporate debentures	-	71,365	-	71,365
Total financial assets	<u>\$ 6,999</u>	<u>\$ 131,520</u>	<u>\$ -</u>	<u>\$ 138,519</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 6- INVENTORIES

Inventories are comprised of the following:

	December 31,	
	2021	2020
Raw materials and components	\$ 2,028	\$ 1,859
Work-in-progress	729	1,151
Finished products	8,823	10,925
	<u>\$ 11,580</u>	<u>\$ 13,935</u>

NOTE 7- PROPERTY AND EQUIPMENT, NET

	December 31,	
	2021	2020
Cost:		
Computer, peripheral equipment and software	\$ 103,291	\$ 100,516
Office furniture and equipment	13,489	13,126
Leasehold improvements	7,493	7,425
	<u>124,273</u>	<u>121,067</u>
Accumulated depreciation:		
Computer, peripheral equipment and software	88,323	83,822
Office furniture and equipment	10,504	9,551
Leasehold improvements	5,206	4,718
	<u>104,033</u>	<u>98,091</u>
Property and equipment, net	<u>\$ 20,240</u>	<u>\$ 22,976</u>

Depreciation expenses for the years ended December 31, 2021, 2020 and 2019 were \$8,339, \$8,666 and \$8,912, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 8:- INTANGIBLE ASSETS, NET

Intangible assets:

	Weighted average amortization period (years)	December 31,	
		2021	2020
Cost:			
Acquired technology	8.7	\$ 32,946	\$ 32,946
Customers relationships and brand name	5.8	9,817	9,817
		42,763	42,763
Accumulated amortization:			
Acquired technology		22,215	20,358
Customers relationships and brand name		9,817	9,817
		32,032	30,175
Intangible assets, net		\$ 10,731	\$ 12,588

Amortization expenses for the years ended December 31, 2021, 2020 and 2019 were \$1,857, \$1,893 and \$2,371, respectively.

Future estimated amortization expenses for the years ending:

December 31,	
2022	\$ 1,857
2023	1,857
2024	1,857
2025	1,857
2026	1,615
2027 and thereafter	1,688
Total	\$ 10,731

NOTE 9:- LEASES

The Company has various operating leases for office space, vehicles and warehouse space that expire on different dates through 2030. Its lease agreements generally do not contain any material residual value guarantees or material restrictive covenants. The Company provided several security deposits mainly to secure various operating lease agreements in connection with its office space.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 9:- LEASES (Cont.)

Aggregate lease payments for the right of use assets over the remaining lease period as of December 31, 2021 are as follows:

2022	\$	5,545
2023		4,490
2024		3,956
2025		3,400
2026		2,874
2027 and thereafter		9,950
Total undiscounted lease payments	\$	30,215
Less: adjustment to discounted lease payments		(2,765)
Total discounted lease payments	\$	<u>27,450</u>

The weighted average remaining lease terms and discount rates for all of operating leases were as follows as of December 31, 2021:

Weighted average remaining lease term (years):	7.37
Weighted average discount rate:	2.7%

Total rent expenses for the years ended December 31, 2021, 2020 and 2019 were \$6,193, \$5,955 and \$5,578, respectively (see also Note 17b).

NOTE 10:- OTHER PAYABLES AND ACCRUED EXPENSES

	December 31,	
	2021	2020
Accrued expenses and other	\$ 8,987	\$ 9,749
Subcontractors accrual	2,344	2,494
Accrued taxes	18,950	3,264
	<u>\$ 30,281</u>	<u>\$ 15,507</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 11:- COMMITMENTS AND CONTINGENT LIABILITIES

Litigation:

From time to time, the Company is party to other various legal proceedings, claims and litigation that arise in the normal course of business. It is the opinion of management that the ultimate outcome of these matters will not have a material adverse effect on the Company's financial position, results of operations or cash flows and believes that it had provided an adequate accrual to cover the costs to resolve such legal proceedings, demands and claims.

NOTE 12:- SHAREHOLDERS' EQUITY

The Company's shares are listed for trade on the NASDAQ Global Select Market under the symbol "RDWR".

a. Rights of shares:

Ordinary Shares:

The ordinary shares confer upon the holders the right to receive notice to participate and vote in shareholders meetings of the Company and to receive dividend, if declared.

b. Treasury stock:

In March 2020, the Company's board of directors authorized a new plan for the repurchase of up to an aggregate of \$20,000 of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions.

In May 2020, the Company's board of directors authorized a new plan for the repurchase of up to an aggregate of \$56,800 of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions.

In February 2022, the Company's board of directors authorized a new plan for the repurchase of the Company's ordinary shares in the open market (see Note 18).

c. Dividends:

Dividends, if any, will be paid in NIS. Dividends paid to shareholders outside Israel may be converted to U.S. dollars on the basis of the exchange rate prevailing at the date of the conversion. The Company does not intend to pay cash dividends in the foreseeable future.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

d. Share Option Plans:

The Company has two stock option plans, the Company's Key Employee Share Incentive Plan (1997) as amended and restated (the "1997 Plan") and the Directors and Consultants Option Plan (the "DC Plan" and together with the 1997 Plan, Stock Option Plans"). Under the Share Option Plans, options may be granted to officers, directors, employees and consultants of the Group. The exercise price per share under the Share Option Plans was generally not less than the market price of an ordinary share at the date of grant. The options vest primarily over four years. Each option is exercisable for one ordinary share. Any options, which are forfeited or not exercised before expiration, become available for future grants.

Pursuant to the Share Option Plans, the Company reserved for issuance 33,312,967 ordinary shares.

RSUs:

In addition to granting share options, since 2013, the Company started to routinely grant RSUs under the 1997 Plan. RSUs vest primarily over a four years period of employment. RSUs that are cancelled or forfeited become available for future grants.

The number of "Reserved and Authorized Shares" under the Equity Plans shall equal the sum of (i) the number of ordinary shares reserved and authorized under the Equity Incentive, and other awards granted under the Equity Incentive Plans as of such date, and (ii) the number of ordinary shares reserved.

As of December 31, 2021, the number of Reserved and Authorized Shares under the Equity Incentive Plans is as detailed below:

	<u>2021</u>
Share options exercised and outstanding	27,941,346
RSUs vested and outstanding	4,501,870
Ordinary shares available for issuance under the Equity Incentive Plans	<u>869,751</u>
Total reserved and authorized shares as of December 31, 2021	<u>33,312,967</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

A summary of employees and directors options activity under the Company's Stock Option Plans as of December 31, 2021 is as follows:

	<u>Number of options</u>	<u>Weighted-average exercise price</u>	<u>Weighted- average remaining contractual term (in years)</u>	<u>Aggregate intrinsic value</u>
Outstanding at January 1, 2021	3,637,050	\$ 21.97	3.41	\$ 21,021
Granted	252,233	32.18		
Exercised	(798,116)	17.50		
Expired	(25,375)	17.66		
Forfeited	<u>(915,480)</u>	<u>23.63</u>		
Outstanding at December 31, 2021	<u>2,150,312</u>	<u>\$ 24.17</u>	<u>3.39</u>	<u>\$ 37,566</u>
Exercisable at December 31, 2021	<u>651,141</u>	<u>\$ 22.13</u>	<u>2.28</u>	<u>\$ 12,703</u>
Vested and expected to vest at December 31, 2021	<u>2,022,211</u>	<u>\$ 24.12</u>	<u>3.35</u>	<u>\$ 35,420</u>

The weighted-average grant-date fair value of options granted during the years ended December 31, 2021, 2020 and 2019 was \$6.87, \$4.74 and \$5.54, respectively.

As of December 31, 2021, there was approximately \$4,281 of total unrecognized compensation costs related to non-vested share-based compensation arrangements granted under the Company's stock option plans. That cost is expected to be recognized over a weighted-average period of 1.46 years.

The total intrinsic value of options exercised during the years 2021, 2020 and 2019 was \$14,003, \$13,335 and \$13,720, respectively.

The aggregate intrinsic value of the outstanding stock options at December 31, 2021 and 2020, represents the intrinsic value of 2,150,312 and 3,637,050, respectively, outstanding options that are in-the-money as of such dates. No outstanding options were out-of-the-money as of December 31, 2021.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

The options outstanding under the Company's Stock Option Plans as of December 31, 2021, have been separated into ranges of exercise price as follows:

December 31, 2021					
Outstanding			Exercisable		
Ranges of exercise price	Number of options	Weighted average remaining contractual life (years)	Weighted average exercise price	Number of options	Weighted Average Exercise price
\$ 13.35-17.63	195,170	0.76	\$ 16.89	195,170	\$ 16.89
\$ 20.26-24.89	1,363,349	3.76	\$ 23.16	291,808	\$ 23.13
\$ 25.25-29.10	396,585	2.55	\$ 26.79	164,163	\$ 26.59
\$ 32.71-35.43	195,208	5.09	\$ 33.20	-	\$ -
	<u>2,150,312</u>			<u>651,141</u>	

The following table summarizes information relating to RSUs, as well as changes to such awards during 2021:

	Year ended December 31, 2021
Outstanding at January 1, 2021	1,906,806
Granted	1,186,397
Vested	(558,071)
Forfeited	(314,821)
Outstanding as of December 31, 2021	<u>2,220,311</u>

As of December 31, 2021, there was approximately \$44,774 of total unrecognized compensation costs related to non-vested RSUs granted under the Company's share option plans. That cost is expected to be recognized over a weighted-average period of 1.75 years.

The weighted-average grant date fair value of RSUs granted during the year ended December 31, 2021, 2020 and 2019 were \$32.57, \$22.54 and \$23.41, respectively.

The weighted-average grant date fair value of RSUs vested during the year ended December 31, 2021, 2020 and 2019 were \$21.77, \$18.18 and \$15.40, respectively.

The weighted-average grant date fair value of RSUs forfeited during the year ended December 31, 2021, 2020 and 2019 were \$24.32, \$23.24 and \$19.40, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

Share-based compensation was recorded in the following items within the consolidated statements of income:

	Year ended December 31,		
	2021	2020	2019
Cost of revenues	\$ 236	\$ 188	\$ 224
Research and development, net	5,412	4,409	2,855
Sales and marketing	8,811	8,315	6,953
General and administrative	3,115	3,633	3,032
Total expenses	\$ 17,574	\$ 16,545	\$ 13,064

NOTE 13:- EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted net earnings per share:

	Year ended December 31,		
	2021	2020	2019
Numerator for basic and diluted net earnings per share:			
Net income	\$ 7,811	\$ 9,636	\$ 22,566
Weighted average shares outstanding, net of treasury stock:			
Denominator for basic net earnings per share	45,919,835	46,460,974	46,816,899
Effect of dilutive securities:			
Employee share options and RSUs	1,583,256	1,278,566	1,706,221
Denominator for diluted net earnings per share	47,503,091	47,739,540	48,523,120
Basic net earnings per share	\$ 0.17	\$ 0.21	\$ 0.48
Diluted net earnings per share	\$ 0.16	\$ 0.20	\$ 0.47

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME

a. General:

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	<u>2021</u>	<u>2020</u>
Beginning balance	\$ 7,125	\$ 5,597
Decrease related to settlement with tax authorities	(4,258)	-
Additions for prior year tax positions	2,115	657
Decrease for prior year tax positions	(1,428)	-
Additions for current year tax positions	<u>1,758</u>	<u>871</u>
Ending balance	<u>\$ 5,312</u>	<u>\$ 7,125</u>

As of December 31, 2021, the entire amount of the unrecognized tax benefits could affect the Company's income tax provision and the effective tax rate.

The Company adjusts the unrecognized tax benefit liability and income tax expense in the period in which the uncertain tax position is effectively settled, the statute of limitations expires or when new information is available.

During the years ended December 31, 2021, 2020 and 2019 a net amounts of \$243, \$657 and \$484, respectively, were added to the unrecognized tax benefits derived from interest and exchange rate differences expenses related to prior years' uncertain tax positions. As of December 31, 2021, and 2020, the Company had accrued interest liability related to uncertain tax positions in the amounts of \$97 and \$698, respectively, which is included within other long-term liabilities on the consolidated balance sheets.

Exchange rate differences are recorded within financial income, net, while interest is recorded within taxes on income in the consolidated statements of income.

During November 2021, the Company reached a settlement with the Israeli Tax Authority ("ITA") regarding the Company's corporate tax returns for the years 2015-2018. As a result, the Company's Israeli tax returns have been examined for all years including and prior to fiscal 2018, and the Company is no longer subject to audit for these periods. The settlement amounted to a total payment of \$9,279 (NIS 28,858). The Company had provisions for the related years in the amount of \$4,258 which were offset against such payment. In addition, as part of the settlement with the ITA, the Company received additional deductible expenses in the amount of \$5,190.

The Company's U.S subsidiary files income tax return in the U.S federal jurisdiction. As of December 31, 2021, the 2014 through 2020 tax years are open and may be subject to potential examinations in the U.S.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

The Company believes that it has adequately provided for any reasonably foreseeable outcome related to tax audits and settlement. The final tax outcome of its tax audits could be different from that which is reflected in the Company's income tax provisions and accruals. Such differences could have a material effect on the Company's income tax provision and net income in the period in which such determination is made.

b. Israeli taxation:

1. Foreign Exchange Regulations:

Commencing taxable year 2003, the Company has elected to measure its taxable income and file its tax return under the Israeli Income Tax Regulations. Under the Foreign Exchange Regulations the Israeli company is calculating its tax liability in U.S. Dollars according to certain orders. The tax liability, as calculated in U.S. Dollars is translated into NIS according to the exchange rate as of December 31st of each year.

2. Tax rates:

The Israeli corporate tax rate in 2021, 2020 and 2019 was 23%. A company is taxable on its real capital gains at the corporate tax rate in the year of sale.

3. Tax benefits under the Law for the Encouragement of Capital Investments, 1959 ("the Law"):

In December 2016, the Economic Efficiency Law (Legislative Amendments for Applying the Economic Policy for the 2017 and 2018 Budget Years), 2016 which includes Amendment 73 to the Law for the Encouragement of Capital Investments ("Amendment 73") was published. According to Amendment 73, a preferred enterprise located in development area A will be subject to a tax rate of 7.5% instead of 9% effective from January 1, 2017 and thereafter (the tax rate applicable to preferred enterprises located in other areas remains at 16%).

Amendment 73 also prescribes special tax tracks for technological enterprises, the new tax tracks under the amendment are as follows:

Technological preferred enterprise - an enterprise whose total consolidated revenues (parent company and all subsidiaries) is less than NIS 10 billion. Technological Preferred Enterprise, as defined in the law, which is located in the center of Israel (where our Israeli subsidiary is currently located) is subject to tax at a rate of 12% on profits deriving from intellectual property (in development area A, the tax rate is 7.5%), subject to satisfaction of a number of conditions, including compliance with a minimal amount or ratio of annual Research and development expenditure and Research and development employees, as well as having at least 25% of annual income derived from exports.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

The Company believes it meets the Technological preferred enterprise conditions.

Income not eligible for Preferred Technological Enterprise benefits is taxed at a regular rate, 23% from 2018 onwards.

Prior to 2014, most of the Company's income was exempt from tax or subject to reduced tax rates under the Approved Enterprise program or the Beneficiary Enterprise in the Investment Law. Upon distribution of exempt income, the distributing company will be subject to corporate reduced tax rates ordinarily applicable to such income under the Investment Law.

Reduced income under the Investment Law including the Preferred Enterprise Regime and Preferred Technological Enterprise Regime will be freely distributable as dividends, subject to a 15% or 20% withholding tax (or lower rate for non-Israeli resident shareholder, under an applicable tax treaty).

On November 2, 2021, the Israeli Parliament approved a final bill regarding repatriations of trapped earnings out of Approved/Privileged Enterprises. The temporary provisions have come into effect as of November 15, 2021. The Israeli government agreed to grant relief on the amount of tax which should have been paid on distributable earnings in order to encourage companies to pay the reduced taxes during the next 12 months (the "temporary order"). The temporary order provides partial relief from previous Approved/Privileged Enterprise tax rates as defined in the Law for companies which opt to enjoy the privilege. The new temporary order does not require the actual distribution of the retained earnings, nor does it provides any relief from the 15% dividend withholding tax.

The partial relief from previous Approved/Privileged Enterprise tax rates is available to companies that elect to implement the temporary reduced tax relief by November 14, 2022, in respect of exempt retained earnings accrued up until December 31, 2021.

As part of the temporary order, the Company opted to implement the provisions included in the temporary order and completed the taxes on its trapped tax-exempt earnings. As a result, the Company has a tax payable amount as of December 31, 2021 of \$8,247 included in other payables and accrued expenses in the consolidated balance sheets. As of December 31, 2021, the Company does not have any tax-exempted earnings attributable to its Beneficiary, Approved and Preferred Enterprise programs.

Through December 31, 2021, the Company has net operating carryforward losses of approximately \$29,963 which can be carried forward and offset against taxable income in the future, for an indefinite period.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

c. Taxes on income are comprised as follows:

	Year ended December 31,		
	2021	2020	2019
Current taxes	\$ 18,287	\$ 3,995	\$ 4,678
Deferred taxes	(3,466)	333	(1,535)
	<u>\$ 14,821</u>	<u>\$ 4,328</u>	<u>\$ 3,143</u>
Domestic	\$ 10,741	\$ 2,648	\$ 1,833
Foreign	4,080	1,680	1,310
	<u>\$ 14,821</u>	<u>\$ 4,328</u>	<u>\$ 3,143</u>
	Year ended December 31,		
	2021	2020	2019
Domestic taxes:			
Current taxes	\$ 12,890	\$ 3,166	\$ 3,670
Deferred taxes	(2,149)	(518)	(1,837)
	<u>10,741</u>	<u>2,648</u>	<u>1,833</u>
Foreign taxes:			
Current taxes	5,397	829	1,008
Deferred taxes	(1,317)	851	302
	<u>4,080</u>	<u>1,680</u>	<u>1,310</u>
	<u>\$ 14,821</u>	<u>\$ 4,328</u>	<u>\$ 3,143</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

d. Deferred income taxes:

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's and its subsidiaries' deferred tax liabilities and assets are as follows:

	December 31,	
	2021	2020
Carryforward losses and tax credit	\$ 9,336	\$ 6,962
Deferred revenues	5,377	4,158
Unrealized gains on marketable securities	136	-
Temporary differences	6,583	6,071
Deferred tax assets before valuation allowance	21,432	17,191
Valuation allowance	(2,760)	(1,992)
Net deferred tax assets	18,672	15,199
Intangible assets, including goodwill	(4,543)	(4,699)
Depreciable assets	(1,699)	(2,024)
Unrealized gains on marketable securities	-	(453)
Deferred tax liability	(6,242)	(7,176)
Net deferred tax assets	\$ 12,430	\$ 8,023

e. Foreign:

On December 22, 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Act"), which among other provisions, reduced the U.S. corporate tax rate from 35% to 21%, effective January 1, 2018. Apportioned income is also subject to tax in various states.

Through December 31, 2021, the U.S. subsidiary had a U.S. federal loss carryforward of \$4,448, which can be carried forward and offset against taxable income up to 20 years, expiring between fiscal 2023 and fiscal 2038.

Utilization of U.S. net operating losses may be subject to substantial annual limitation due to the "change in ownership" provisions of the Internal Revenue Code of 1986 and similar state provisions. The annual limitation may result in the expiration of net operating losses before utilization.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

On March 27, 2020, President Donald J. Trump signed the Coronavirus Aid Relief, and Economic Security Act (the "CARES Act") into law. The Act includes several significant business tax provisions that, among other things, eliminate the taxable income limit for certain net operating losses and allow businesses and individuals to carry back Net Operating Losses ("NOLs") arising in 2018, 2019, and 2020 to the five prior tax years. Consequently, management intend is to carry back NOLs generated in 2019 and 2020 to tax years 2014 and 2015. The applicable tax rate during these years was 34%, therefore, recognizing a deferred benefit of \$1,202 due to the remeasurement of the NOLs deferred tax asset.

The Company continues to monitor tax implications resulting from new legislation passed in response to the COVID-19 pandemic in the federal, state and foreign jurisdictions where it has an income tax expense.

f. Income taxes of non-Israeli subsidiaries:

Non-Israeli subsidiaries are taxed according to the tax laws in their respective countries of residence.

The Company does not provide deferred tax liabilities when it intends to reinvest earnings of foreign subsidiaries indefinitely.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

- g. A reconciliation between the theoretical tax expense, assuming all income is taxed at the statutory tax rate applicable to income of the Company and the actual tax expense as reported in the consolidated statements of income is as follows:

	Year ended December 31,		
	2021	2020	2019
Income before taxes, as reported in the consolidated statements of income	\$ 22,632	\$ 13,964	\$ 25,709
Statutory tax rate	23%	23%	23%
Theoretical tax expense (benefit) on the above amount at the Israeli statutory tax rate	\$ 5,205	\$ 3,212	\$ 5,913
Tax adjustment in respect of different tax rate of foreign subsidiary	33	(185)	-
Non-deductible expenses and other permanent differences	305	83	188
Deferred taxes on losses for which valuation allowance was provided, net	896	959	592
Utilization of tax losses and deferred taxes for which valuation allowance was provided, net	(128)	(152)	(2,175)
Foreign withholding taxes	2,656	1,489	
Stock compensation relating to stock options per ASC No. 718	(2,369)	1,258	821
Income taxes in respect of prior years	687	292	330
Change of tax rate	462	(599)	-
Approved, Privileged and Preferred enterprise loss (benefits) (*)	6,869	(1,844)	(2,783)
Other	205	(185)	257
Actual tax expense	\$ 14,821	\$ 4,328	\$ 3,143
(*) Basic earnings per share amounts of the benefit resulting from the "Approved, Privileged and Preferred Enterprise" status	\$ 0.15	\$ 0.04	\$ 0.06
Diluted earnings per share amounts of the benefit resulting from the "Approved, Privileged and Preferred Enterprise" status	\$ 0.14	\$ 0.04	\$ 0.06

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 14:- TAXES ON INCOME (Cont.)

h. Income before taxes on income is comprised as follows:

	Year ended December 31,		
	2021	2020	2019
Domestic	\$ 17,817	\$ 7,751	\$ 19,185
Foreign	4,815	6,213	6,524
Income before taxes on income	<u>\$ 22,632</u>	<u>\$ 13,964</u>	<u>\$ 25,709</u>

NOTE 15:- GEOGRAPHIC INFORMATION

Summary information about geographic areas:

The Company operates in one reportable segment (see Note 1 for a brief description of the Company's business). The total revenues are attributed to geographic areas based on the location of the end-users.

The following table presents total revenues for the years ended December 31, 2021, 2020 and 2019 from a geographical perspective:

	Year ended December 31,		
	2021	2020	2019
Revenues from sales to customers located at:			
The United States	\$ 98,937	\$ 93,706	\$ 85,447
America - other	29,833	20,707	20,982
EMEA*)	98,388	78,362	75,275
Asia Pacific	59,338	57,252	70,368
	<u>\$ 286,496</u>	<u>\$ 250,027</u>	<u>\$ 252,072</u>

*) Europe, the Middle East and Africa.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 15:- GEOGRAPHIC INFORMATION (Cont.)

The following table presents long-lived assets as of December 31, 2021 and 2020 from a geographical perspective:

	December 31,	
	2021	2020
Long-lived assets, by geographic region:		
America (principally the United States)	\$ 2,609	\$ 3,592
Israel	39,467	43,711
EMEA - other	1,201	1,314
Asia Pacific	1,792	2,182
	<u>\$ 45,069</u>	<u>\$ 50,799</u>

NOTE 16:- SELECTED CONSOLIDATED STATEMENTS OF INCOME DATA

Financial income, net:

	Year ended December 31,		
	2021	2020	2019
Financial income, net:			
Interest on bank deposits and other	\$ 4,131	\$ 5,916	\$ 7,016
Amortization of premiums, accretion of discounts and interest on debt marketable securities, net	1,855	3,700	3,639
Gain on sale of marketable securities	438	639	537
Bank charges	(200)	(189)	(124)
Foreign currency differences, net	(1,817)	(2,270)	(2,276)
	<u>\$ 4,407</u>	<u>\$ 7,796</u>	<u>\$ 8,792</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands, except share and per share data

NOTE 17:- BALANCES AND TRANSACTIONS WITH RELATED PARTIES

Represents transactions and balances with other entities in which certain members of the Company's board of directors, management or shareholders have interest:

- a. The following related party balances are included in the consolidated balance sheets:

	December 31,	
	2021	2020
Trade receivables and prepaid expenses	\$ 5,255	\$ 2,614
Trade payables and accrued expenses	\$ 476	\$ 1,008

- b. The following related party transactions are included in the consolidated statements of income:

	Year ended December 31,		
	2021	2020	2019
Revenues (1)	\$ 3,100	\$ 3,177	\$ 4,476
Cost of revenues (2)	\$ 11,482	\$ 10,196	\$ 7,061
Operating expenses, net - primarily lease, subcontractors and communications (3)	\$ 6,757	\$ 5,201	\$ 4,888
Purchase of property and equipment	\$ 189	\$ 1,586	\$ 1,944

- (1) Distribution of the Company's products on a non-exclusive basis.
- (2) Related to cost of product purchased from one of the related companies. The Group depended on a sole single managed security service provider, which is a related party, to provide services as part of its protection services. If the managed security service provider were to fail to provide or delay the delivery of the services, the Group would be required to seek alternative sources of the services. A change in its managed security service provider could result in a possible loss of sales and, consequently, could adversely affect the Group's operation and financial performance (See Note 18a).
- (3) The Company leases office space and purchases other miscellaneous services from certain companies, which are considered to be related parties. In addition, the Company provides certain services to related parties.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands

NOTE 18:- SUBSEQUENT EVENTS

- a. On February 17, 2022, the Company acquired all of the technology and other intangible assets from SecurityDam Ltd., which is a related company and the sole single-managed security service provider discussed in Note 1c and 17b(2) for a total consideration of (1) \$30,000 in cash payable and (2) additional contingent consideration of up to \$12,500 based on the performance of the Company's cloud DDoS protection service after the acquisition.
- b. In February 2022, the Company's board of directors authorized a new plan for the repurchase of up to an aggregate of \$80,000 of the Company's ordinary shares in the open market, subject to normal trading restrictions, or in privately negotiated transactions.

EXECUTION COPY

IMPORTANT NOTE: CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN REDACTED AND, WHERE APPLICABLE, HAVE BEEN MARKED “[***]” BECAUSE SUCH REDACTIONS ARE BOTH NOT MATERIAL AND ARE THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

ASSET PURCHASE AGREEMENT

By and Between

RADWARE LTD.

and

SECURITYDAM LTD.

February 16, 2022

TABLE OF CONTENTS

<u>ARTICLE 1 DEFINITIONS</u>	2
<u>ARTICLE 2 PURCHASE AND SALE; CLOSING</u>	7
2.1 Purchase and Sale of Assets	7
2.2 Assumed Liabilities	8
2.3 No Assumption of Other Liabilities or Other Obligations	8
2.4 Purchase Price	9
2.5 Purchase Price Adjustment.	10
2.6 Closing	12
2.7 Further Assurances; Post-Closing Cooperation.	12
2.8 Preservation of the Purchased Assets	13
2.9 Third-Party Consents	13
<u>ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER</u>	14
3.1 Organization and Qualification	14
3.2 Authority	15
3.3 Consents	15
3.4 Financial Statements	16
3.5 Business Changes	16
3.6 Bankruptcy and Insolvency	17
3.7 Restrictions on Business Activities	17
3.8 Title to Purchased Assets	17
3.9 Customers and Sales	17
3.10 No Default; Assigned Contracts.	17
3.11 Intellectual Property.	18
3.12 Litigation	22
3.13 Brokers or Finders	23
3.14 Taxes	23
3.15 Power of Attorney	23
3.16 Affiliated Transactions	23
3.17 Compliance with Laws; Permits	23
3.18 Product Warranties	24
3.19 Employee Matters; Benefits.	24
3.20 Grants, Incentives and Subsidies	28
3.21 Complete Copies of Materials.	28
3.22 Bulk Transfer Laws	28
3.23 Representations Complete	28

<u>ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER</u>	29
4.1 Organization and Qualification	29
4.2 Authority	29
4.3 Consents	29
4.4 Brokers or Finders	29
4.5 Experience	29
<u>ARTICLE 5 COVENANTS AND AGREEMENTS</u>	30
5.1 Access	30
5.2 Operation of the Business of Seller	30
5.3 Conduct Prior to Closing	31
5.4 Confidentiality	31
5.5 Collateral Agreements	32
5.6 Non-Competition and Non-Solicitation Agreements	32
5.7 No Negotiation	32
5.8 Governmental Filings	33
5.9 Notification of Certain Matters	33
5.10 Employment Matters.	33
5.11 Reasonable Efforts; Further Assurances; Cooperation	35
5.12 Public Announcements	35
5.13 Treatment of Employee Options	35
5.14 Corporate Name; Corporate Existence.	35
<u>ARTICLE 6 CONDITIONS TO OBLIGATIONS OF BUYER</u>	36
6.1 Representations and Warranties	36
6.2 Performance	36
6.3 Closing Certificate	36
6.4 Orders and Laws	36
6.5 Regulatory Consents and Approvals	36
6.6 Releases from All Liens	37
6.7 Deliveries	37
6.8 No Material Adverse Effect	37
6.9 Non-Competition and Non-Solicitation Agreements	37
6.10 Employees	37
<u>ARTICLE 7 CONDITIONS TO OBLIGATIONS OF SELLER</u>	37
7.1 Representations and Warranties	37
7.2 Performance	37
7.3 Deliveries	37
7.4 Purchase Price	37
<u>ARTICLE 8 INDEMNIFICATION</u>	38
8.1 Indemnity Holdback Amount; Limitations on Seller's Indemnification Obligations.	38
8.2 Survival of Representations, Warranties, Covenants and Agreements.	39
8.3 Indemnification.	40
8.4 Direct Claims	41
8.5 Third Party Claims	42
8.6 Exclusive Remedies	43

<u>ARTICLE 9</u>		44
9.1	Termination	44
9.2	Effect of Termination	44
<u>ARTICLE 10 GENERAL</u>		45
10.1	No Third Party Beneficiaries	45
10.2	Notices	45
10.3	Binding Effect	46
10.4	Entire Agreement; Modification; Waiver.	46
10.5	Attorneys' Fees	46
10.6	Expenses	46
10.7	Governing Law; Venue	46
10.8	Assignment.	47
10.9	Relationship	47
10.10	Counterparts.	47
10.11	Severability	47
10.12	Interpretation	48
10.13	Extension; Waiver	48

EXHIBITS

Exhibit A-1	Form of Board Resolutions	50
Exhibit A-2	Form of Shareholders Resolutions	51
Exhibit B	Form of Non-Competition Agreement	52
Exhibit C	Form of Employment Agreement	53
Exhibit D	Form of Waiver and Release Letter	54
Exhibit E	Contingent Payments	55

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of February 16, 2022, by and between Radware Ltd., an Israeli company with a company registration number 52-004437-1 ("Buyer"), and SecurityDam Ltd., an Israeli company with a company registration number 51-118433-5 ("Seller").

RECITALS:

- A. Buyer, itself or through its designated Affiliates, desires to purchase from Seller, and Seller desires to sell to Buyer, all of the assets, including Intellectual Property Rights (as defined below), of Seller relating to the Business, in exchange for the consideration set forth below.
- B. The board of directors of Buyer (upon the unanimous recommendation of the special committee of the board of directors of Buyer consisting solely of independent directors (the "Buyer Special Committee") and the audit committee of the board of directors of Buyer) has approved and declared advisable, fair to and in the best interests of Buyer, this Agreement and the other transactions contemplated by this Agreement.
- C. Concurrent with, or prior to, the signing of this Agreement, and as a material inducement for Buyer to enter into this Agreement, Seller shall have obtained and delivered to Buyer a true, correct and complete copy of (i) the resolutions of the Seller's board of directors substantially in the form attached hereto as **Exhibit A-1**, (ii) the approval of Seller's shareholders in accordance with Seller's Memorandum of Association and Articles of Association (together, the "Seller Charter Documents") substantially in the form attached hereto as **Exhibit A-2** and in accordance with the Seller Charter Documents, in each case, adopting and consenting to this Agreement and the transactions contemplated hereby (clauses (i) and (ii) being referred herein collectively as the "Required Corporate Consents").
- D. Concurrent with the signing of this Agreement, and as a material inducement for Buyer to enter into this Agreement, (A) each of the Key Employees (as defined herein) will (i) enter into non-competition and non-solicitation agreements substantially in the form attached hereto as **Exhibit B** (the "Non-Competition Agreements") with Buyer and/or its designated Affiliates, (ii) enter into an employment agreement with Buyer (or Buyer's designated Affiliate(s)), substantially in the form attached hereto as **Exhibit C**, including a proprietary information and invention assignment agreement (the "Employment Agreement") and (iii) execute and deliver to Seller (with a copy to Buyer) a release and waiver letter in the form attached hereto as **Exhibit D** (the "Waiver and Release Letter"), in each case, to become effective as of the Closing, and (B) each of Seller and certain of Seller's shareholders identified by the parties prior to the date hereof (the "Seller Key Shareholders") shall enter into a Non-Competition Agreement, in each case, to become effective as of the Closing.
-

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The terms defined in this Agreement shall have their respective defined meanings whenever such terms are used in this Agreement, unless the context expressly or by necessary implication otherwise requires. In addition, the following terms shall have the meanings set forth below:

“Affiliate” means, when used with reference to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise. For purposes of this Agreement, Buyer shall not be considered an Affiliate of Seller or vice versa.

“Business” shall mean the business (including operations) of Seller as currently conducted and as conducted immediately prior to the Closing, including the business relating to MSSP (Managed Security Service Provider) and scrubbing center services for DDoS protection.

“Business Day” means a day other than Friday, Saturday, or any day on which banks located in the State of Israel are authorized or obligated to close.

“Contract” shall mean any agreement, purchase order, deed, lease, license, evidence of indebtedness, mortgage, indenture, security agreement or other contract (whether written or oral).

“Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm, or other enterprise, association, organization, or entity.

“Family Member” shall mean, in respect of a natural Person, (i) a spouse of such Person; (ii) a descendant of such Person or of a such Person’s spouse; (iii) such Person’s antecedent; (iv) such Person’s brother or sister, or (v) a spouse of any of the Persons referred to in clauses (ii), (iii), (iv) or (v) above.

“Final Distribution Amount” means an amount equal to the difference of (a) the Indemnity Holdback Amount *minus*, without duplication, (b) the sum of (i) all amounts related to indemnification claims that have been satisfied from the Indemnity Holdback Amount before the proposed distribution date, and (ii) the portion of the Indemnity Holdback Amount, if any, used to cover any post-Closing adjustment in accordance with Section 2.5.

“Fundamental Representations” means the representations and warranties contained in Sections [***].

“Governmental Entity” means any (a) nation, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; or (c) governmental, quasi-governmental, or supranational authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body, or Entity and any court, arbitrator or other tribunal), including any Taxing authority, the OCS, the Israeli Investment Center, the BIRD Foundation and other bi- or multi-national grant programs for the financing of research and development or other similar funds, the European Union, the Fund for Encouragement of Marketing Activities of the Israeli government or any other government.

“Governmental Grant” means any grant, loan, award, participation, exemption, status, cost sharing arrangement, reimbursement arrangement, incentive, subsidy, Tax benefit, or other benefit, relief or privilege, provided or made available by or on behalf of or under the authority of any country or state, including the State of Israel, the United States, the European Union or other bi- or multi-national grant programs, or any other Governmental Entity.

“IFRS” shall mean International Financial Reporting Standards, as adopted by the International Accounting Standards Board.

“Indemnity Holdback Amount” shall mean \$3,000,000.

“Indemnity Retention Amount” means an amount, without duplication, equal to the sum of (a) all amounts related to indemnification claims that have been satisfied from the Indemnity Holdback Amount in accordance with the terms of this Agreement on or before the Termination Date, (b) all amounts that would be necessary in Buyer’s reasonable good faith judgment to satisfy all of the pending and unsatisfied or unresolved indemnification claims that were actually submitted by Buyer, if any (as of the Termination Date) if such indemnification claims were resolved in full in favor of the Indemnified Parties and (c) the portion of the Indemnity Holdback Amount used to cover any post-Closing adjustment in accordance with Section 2.5.

“Intellectual Property Rights” shall mean worldwide common law and statutory rights associated with (i) patents and patent applications, (ii) copyrights, copyright registrations and copyright applications and “moral” rights, (iii) the protection of trade and industrial secrets and confidential information, (iv) other proprietary rights relating to intangible intellectual property, (v) trademarks, trade names and service marks, (vi) analogous rights to those set forth above, and (vii) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable).

“ITA” means the Israeli Tax Authority.

“ITO” means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and any rules or regulations promulgated thereunder.

“Legal Proceeding” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity.

“Lien” shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, easement, restriction, covenant, restriction on transfer, conditional sale or other title retention device or arrangement (including a capital lease), transfer for the purpose of subjection to the payment of any indebtedness, or restriction on the creation of any of the foregoing, whether relating to any property or right or the income or profits therefrom

“Material Adverse Effect” shall mean any change, effect, event, circumstance, occurrence or state of facts (“Changes”) that is or would reasonably be expected to be materially adverse to (i) the business, results of operations or financial condition of the Seller and the Business, taken as a whole, or (ii) the ability of the Seller to consummate the transactions contemplated by this Agreement; provided, that, with respect to clause (i), none of the following Changes shall be deemed, either alone or in combination, to constitute a Material Adverse Effect: (a) changes or effects in the general economic conditions that generally affect the industry in which the Business operates and that do not disproportionately affect the Business relative to other participants in such industries; (b) changes in generally accepted accounting principles or accounting standards; (c) changes or effects that arise out of or are attributable to the commencement, occurrence, continuation or intensification of any war, sabotage, armed hostilities, acts of terrorism or pandemic; or (d) changes or effects resulting from the effects of Buyer’s cloud DDoS business over the Business; *provided, further*, that the matters in clauses (a), (b), and (c) shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent such Changes disproportionately impact the Seller or the Business relative to other businesses in the same industry.

“OCS” shall mean the Israeli Innovation Authority (formerly known as the Office of Chief Scientist).

“Open Source Materials” shall mean software or other material that is distributed as “free software,” “open source software” or under similar licensing or distribution terms (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

“Permitted Lien” shall mean any of the following: (i) statutory Liens for Taxes, assessments and other governmental charges not yet due; (ii) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance, pension or other social security programs mandated under applicable law; and (iii) statutory or common law Liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies.

“Person” means any individual, Entity, or Governmental Entity.

“Personal Data” shall mean [***].

“Pre-Closing Certificate” means a certificate executed by a duly authorized officer of Buyer (in his/her capacity as such) dated as of the Closing, prepared by Buyer, fairly and accurately presenting the Buyer’s good faith best estimate of the SDM Settlement Amount as of the Closing Date.

“Products” shall mean all products (including the Software), Technology (including APIs and SDKs), and services (including online services) of Seller, and related documentation, developed (or under development), manufactured, produced, provided, distributed, hosted, marketed, imported for resale, sold, leased, or licensed out by or on behalf of Seller since it commenced the Business (including the development stage thereof).

“Registered Intellectual Property Rights” shall mean Seller Intellectual Property that has been registered, filed, certified or otherwise perfected or applied for by recordation with any Governmental Entity.

“Related Party” means: (i) each Person that is an Affiliate of Seller or its Subsidiaries, or any director, executive officer, general partner or managing member of such Affiliate; (ii) each individual who is, or who has at any time in the past three years been, an officer or director, general partner or managing member of Seller or of any Person referred to in clause (i) above; (iii) each Family Member of each of the individuals referred to in clauses “(i)” and “(ii)” above; (iv) any other Person who holds, individually or together with any Affiliate of such other Person and any member(s) of such Person’s Family Members, more than [***]% of the outstanding equity or ownership interests of Seller; (v) any trust or other Entity (other than Seller) in which any one of the individuals referred to in clauses “(ii)” and “(iii)” above holds (or in which more than one of such individuals collectively hold), beneficially or otherwise, a material voting, proprietary or equity interest; and (vi) any Person included in the definition of “related party” under any applicable law.

“Retained Assets” shall mean any right, title, interest and claims of Seller in any of the following: (i) all cash and cash equivalents, bank accounts and deposits, commercial paper and securities, (ii) all refunds of any Taxes with respect to the Purchased Assets or the Business relating to any date or period prior to the Closing Date and all interest thereon, (iii) Seller’s franchise to be a corporation in its jurisdiction of organization and qualification to conduct business as a foreign corporation in any other jurisdiction, its corporate seal, taxpayer and other identification numbers, stock books, minute books and other corporate records, (iv) Seller’s financial, Tax and personnel records and all records pertaining to the items described in clauses (i) through (vii) to the extent not specifically relating to the Business, Products or Purchased Assets (copies of which were provided by Seller to Buyer to the extent requested by Buyer prior to the date hereof), (v) all Contracts of Seller that are not Assigned Contracts (collectively, “Retained Contracts”), and (vi) Seller’s rights under this Agreement.

“SDM Agreements” means the SDM Cooperation Agreement, the SDM License Agreement and the SDM OEM Agreement.

“SDM Cooperation Agreement” means the Cooperation Agreement, dated as of January 14, 2014, by and between Buyer and Seller, as amended through the date hereof.

“SDM License Agreement” means the Source Code License Agreement, dated as of December 30, 2015, by and between Buyer and Seller, as amended through the date hereof.

“SDM OEM Agreement” means the OEM Agreement, dated as of December 30, 2015, by and between Buyer and Seller, as amended through the date hereof.

“SDM Settlement Amount” means the sum of (x) the advances of payments made by Buyer to Seller under the SDM Agreements on account of future services to be provided by Seller under the SDM Agreements less (y) the outstanding amounts owed by Buyer to Seller under the SDM Agreements (i.e., for services already provided), in each case, as of immediately prior to Closing; it being agreed that the methodology to determine such sum shall be made in accordance with **Schedule A** hereto. The parties hereto agree that, as of [***], the SDM Settlement Amount was equal to \$[***].

“Seller’s Equity Plans” means SecurityDam Ltd. Key Employee Share Incentive Plan (2013).

“Seller Intellectual Property” shall mean any Transferred Technology and Transferred Intellectual Property.

“Software” shall mean any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), drivers, intermediate drivers, firmware, design tools and user interfaces, in any form or format, however fixed. Software shall include source code listings and documentation.

“Subsidiary” means any Entity of which the relevant Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities of or other interests in such Entity that is sufficient to enable such Person, directly or indirectly, to elect at least a majority of the members of such Entity’s board of directors or other governing body or (b) at least 50% of the outstanding equity, voting, beneficial, or financial interests in such Entity.

“Tax” or “Taxes” means all taxes, including Value Added Taxes (“VAT”), duties, charges, assessments, impositions, withholding obligations, tariffs, fees and social security charges (including health, unemployment, workers’ compensation and pension insurance) and other governmental liabilities (including any interest, penalties or other additions imposed with respect to such amounts) as well as any liability for any amounts of the type described above of another Person including as a result of any express or implied obligation to indemnify any other Person or as a result of any obligation under any agreement with any other Person with respect to such amounts and including any liability for taxes of a predecessor or transferor or otherwise by operation of law.

“Technology” shall mean any or all of the following (i) works of authorship including computer programs, source code and executable code, whether embodied in Software, firmware or otherwise, and related documentation, designs, files, records, data and mask works, (ii) inventions (whether or not patentable), improvements, and technology, (iii) proprietary and confidential information, trade secrets and know-how, show how, techniques, design rules, algorithms and routines, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) tools, methods and processes, and (viii) all instantiations of the foregoing in any form and embodied in any media.

“Terminated Contracts” means the SDM Agreements and the other Contracts being terminated pursuant to Section 6.12 hereof.

“Transaction Expenses” shall mean all third party fees, costs, expenses, payments, and expenditures incurred by the Seller in connection with the sale of the Purchased Assets, this Agreement and the transactions contemplated hereby whether or not billed or accrued (including any fees, costs, expenses, payments, and expenditures of legal counsel and accountants, the amount of fees costs, expenses, payments, and expenditures payable to financial advisors, investment bankers and brokers of the Seller, and any such fees, costs, expenses, payments, and expenditures incurred by the Seller’s shareholders, if any, paid for or to be paid for by the Seller).

ARTICLE 2

PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall irrevocably sell, convey, transfer, assign and deliver to Buyer all right, title and interest of Seller in and to, and Buyer (or its designated Affiliates) shall purchase from Seller, all of the assets of Seller owned, used or held for use in the conduct of the Business or otherwise relating to the Business, free and clear of any Liens (other than the Permitted Liens), including the following (collectively, other than the Retained Assets, the “Purchased Assets”):

(a) The Products and all Technology relating to the Products, including Technology embodied by the Products or otherwise necessary for the use, operation or other exploitation of the Products (collectively, the “Transferred Technology”);

(b) All Intellectual Property Rights of the Business or embodied by the Transferred Technology or that would be infringed by the manufacture, sale, use, operation or other exploitation of the Transferred Technology, including trademarks (and the name “SecurityDam”), Internet domain names and all rights to past, present and future damages for infringement thereof (collectively, the “Transferred Intellectual Property”). For the sake of clarity, the term Transferred Intellectual Property includes the items listed on **Schedule 2.1(b)** hereto;

(c) All papers and records (in paper or electronic format) in Seller’s control relating to the Products, including all technical and descriptive materials relating to the Products, purchasing and sales records, customer and vendor lists, copies of accounting and financial records, product documentation, product specifications, marketing requirement documents, and software release orders (collectively, “Business Books and Records”);

(d) The information technology equipment listed on **Schedule 2.1(d)**, whether owned or leased by Seller, wherever located, used in the Business;

- (e) All of Seller's rights and benefits in, to and under the Contracts set forth on **Schedule 2.1(e)** hereto (the "Assigned Contracts");
- (f) All packaging materials, brochures, user manuals, graphics, and artwork (in each case, in paper and electronic format) and UPC codes, if any, relating to the Products;
- (g) All Internet domains, including content on Seller's website related to the Business, Products or the Transferred Technology;
- (h) All machinery, equipment, hardware and other fixtures used in the Business as specified in **Schedule 2.1(h)** attached hereto; and
- (i) all other rights, assets, properties and business, other than the Retained Assets, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, purported to be or owned, held for use or used by Seller or its Affiliates, that are comprising the Products or are part of the Purchased Assets, or necessary for the Business.

2.2 Assumed Liabilities. At the Closing, Buyer hereby agrees to assume, perform, fulfill and become liable for, only the following liabilities of the Seller: (i) all liabilities arising after the Closing Date under the Assigned Contracts which are effectively assigned, and (ii) all liabilities arising from Buyer's and/or its Affiliates' ownership, operation or use of the Purchased Assets after the Closing Date, but excluding the Retained Liabilities (collectively, the "Assumed Liabilities").

2.3 No Assumption of Other Liabilities or Other Obligations.

(a) Other than the Assumed Liabilities, Buyer is not assuming any liability or obligation of Seller, whether known or unknown, fixed or contingent, and regardless of when such liabilities or obligations may arise or may have arisen or when asserted (the "Retained Liabilities"), and Seller shall remain responsible for the Retained Liabilities.

(b) Without derogating from the generality of the foregoing, the Retained Liabilities shall include: (i) any liabilities under the Assigned Contracts arising prior to the Closing, (ii) any liabilities arising prior to or following the Closing with respect to any Governmental Grants, if any, (iii) any liability in connection with any and all debt, loan or borrowing instruments to which Seller is a party, (iv) any compensation, entitlements or benefits payable to present or past employees, consultants or contractors of Seller (including Re-Hired Employees) arising in connection with their employment or engagement with the Seller or termination of such (whether arising by Contract, binding custom, statute, case law rules, regulations, collective bargaining agreements, extension orders or otherwise), including under any pension fund, social fund, disability or other Employee Plan of Seller or any severance, accrued vacation or prior notice period obligations, over time payments, pay for work on the weekly day of rest or during holidays, holiday or vacation pay, traveling, convalescence pay, bonus, commission, social benefit of any kind whatsoever, pension contributions, taxes, social security or any other compulsory payment, incentives, stock or stock options, deferred compensation payments and compensatory damages, but excluding the liabilities that derive, solely with respect to the period following the Closing (or, if the applicable employment agreement set forth a later commencement date agreed between the parties hereto, such later date), from the terms of employment of Re-Hired Employees pursuant to the Employment Agreements entered into (if any) with Buyer or any of its Affiliates (such liabilities, the "Re-Hired Employees Liabilities"), (vi) the Transaction Expenses, (vii) any liability for Taxes of Seller, (viii) all liabilities arising from or related to Seller's operations or ownership of the Business, Products and the Purchased Assets prior to the Closing Date (including in connection with the transactions contemplated hereby), (ix) all liabilities relating to the Retained Assets, (x) any liabilities arising out of, under or in connection with the Retained Contracts, including any Terminated Contracts, whether arising before, on, or after the Closing, and (xi) any liabilities to any current or former shareholder, optionholder or other securityholder of Seller, in their capacity as such.

2.4 Purchase Price.

(a) Purchase Price. The total purchase price for the Purchased Assets (including the transfer of the Transferred Technology and the Transferred Intellectual Property to Buyer) shall be up to a total of \$42,500,000 (subject to the adjustments and deductions set forth herein, the "Purchase Price"), and will be paid by Buyer to Seller (by check or wire transfer of immediately available funds to such account as Seller may reasonably direct by written notice delivered to Buyer by Seller at least two (2) Business Days before the Closing Date or by such other method of payment as Seller and Buyer may mutually agree) in cash, in U.S. dollars, without interest, in the following manner:

(i) Closing Payment. At the Closing, Buyer will pay Seller \$30,000,000 (subject to the adjustments and deductions set forth herein, including Section 2.5 below, the "Closing Payment") minus the Indemnity Holdback Amount which will be retained by Buyer as set forth in Article 8 hereof; and

(ii) Contingent Payments. Subject to Article 8 hereof, as additional contingent consideration, Seller shall be entitled to receive an additional amount from Buyer of up to \$12,500,000 (the "Contingent Payments"), subject to and in accordance with the provisions of **Exhibit E** hereto, which includes the procedures for the calculation and payment of the Contingent Payments.

(b) VAT and Transfer Taxes.

(i) The Purchase Price payable pursuant to the terms hereof shall be supplemented by Israeli VAT. As such, (i) at the Closing, Buyer shall transfer to Seller an amount of VAT on the Closing Payment, and (ii) upon each payment of a Contingent Payment, Buyer shall transfer to Seller an amount of VAT on the applicable Contingent Payment.

(ii) Other than with respect to the VAT as described above (but without derogating from Article 8 hereof), Seller shall be liable for and shall indemnify Buyer against any sales, use, excise or other transfer Taxes (and any deficiency, interest or penalty asserted with respect thereto) incurred in connection with the transfer of the Purchased Assets, such indemnity to be governed by the provisions of Article 8, and will, at its own expense, file all necessary tax returns and other documentation with respect to all transfer taxes.

(iii) Any payment of the Purchase Price shall be paid net of any tax withholding if applicable pursuant to Section 2.4(c) below and only after the Seller will provide Buyer with: (a) a valid Israeli tax invoice with respect to such payment; (b) an up-to-date and valid "licensed dealer" ("Osek Murshé") certificate from the VAT authority; and (c) an up-to-date and valid bookkeeping ("Nihul Sefarim") certificate.

(c) Withholding Tax. All amounts payable by Buyer to Seller pursuant to the terms of this Agreement, including the Purchase Price, shall be subject to applicable Israeli Tax withholding requirements, unless prior to any such payment the Seller shall provide to Buyer, as applicable, a copy of a valid approval of the ITA establishing an exemption from such Tax withholding obligations, to the reasonable satisfaction of Buyer. Any Tax required to be withheld on amounts payable under this Agreement shall be timely paid by Buyer on behalf of the Seller to the appropriate Governmental Entity, and the Buyer will furnish the Seller with proof of payment of such Tax. To the extent that amounts are so withheld from any payment, such amounts shall be treated for all purposes of this Agreement as having been paid to the Seller

(d) Allocation of Purchase Price. Within [***] days after Closing, Buyer shall submit to Seller in writing the allocation of the Purchase Price among all of the Purchased Assets, in accordance with applicable law (the "Allocation Notice"). Seller shall have the right to object to such allocation, provided that such objection is on reasonable grounds. Seller shall be deemed to have accepted the Allocation Notice, and it shall be deemed final, unless Seller provides written notice of disagreement setting forth the reasonable reasons for such disagreement to Buyer within [***] days of receipt of the Allocation Notice (the "Disagreement Notice"). If Seller provides a Disagreement Notice, the parties shall negotiate in good faith to resolve the differences. If the disagreements cannot be resolved within [***] days of Buyer's receipt of the Disagreement Notice, Buyer and Seller shall engage an independent accounting firm to resolve the differences. Such independent accounting firm will be requested to resolve the dispute and determine the correct allocation in accord with applicable law, and issue its report within [***] days of engagement, in writing to Seller and Buyer (the "Accounting Report"). One-half of the fees of such independent accounting firm shall be borne by Buyer, and one-half of such fees shall be borne by Seller. Each party will report the transaction consistently with the Allocation Notice, if final, or the Accounting Report. To the extent required by applicable law, the Allocation Notice or Accounting Report, as appropriate, will be revised to reflect any adjustment of the Purchase Price.

2.5 Purchase Price Adjustment

(a) Buyer shall deliver the Pre-Closing Certificate to Seller not less than one (1) Business Day prior to the Closing. The Pre-Closing Certificate will be accompanied by reasonably detailed supporting documents indicating a calculation of the SDM Settlement Amount.

(b) If the SDM Settlement Amount, as set forth in the Pre-Closing Certificate is (i) more than Zero (such difference, the "Estimated Negative Adjustment Amount"), then the Closing Payment shall be reduced by an amount equal to the Estimated Negative Adjustment Amount, or (ii) is Zero, then the Closing Payment shall not be adjusted, or (iii) is less than Zero (such difference, the "Estimated Positive Adjustment Amount"), then the Closing Payment shall be increased by an amount equal to the Estimated Positive Adjustment Amount.

(c) Within [***] days after the Closing, Buyer will update the Pre-Closing Certificate according to the information received post-Closing to account for any inaccuracies in the Pre-Closing Certificate and deliver the updated Pre-Closing Certificate to Seller. Within [***] days after the delivery of such updated Pre-Closing Certificate, Seller may object to SDM Settlement Amount calculations included in the updated Pre-Closing Certificate (the "SDM Amount Calculations") by delivering to the Buyer a certificate (the "Objection Certificate") setting forth Seller's calculation of the SDM Settlement Amount and the amount by which SDM Settlement Amount as calculated by Seller is different than the SDM Settlement Amount set forth in the Pre-Closing Certificate. In the event that Seller does not deliver an Objection Certificate within [***] days after the Buyer delivered the updated Pre-Closing Certificate, each of the SDM Settlement Amount and the SDM Amount Calculations included in the Pre-Closing Certificate, as updated, shall be deemed final and binding.

(d) If Seller timely provides the Objection Certificate, then the parties shall confer in good faith for a period of up to [***] Business Days following Buyer's timely receipt of the Objection Certificate, in an attempt to resolve any disagreement and any resolution by them shall be in writing and shall be final and binding.

(e) If, after such [***] Business Day period, the Seller and Buyer cannot resolve any such disagreement, then the parties shall engage an auditing firm selected by Buyer and reasonably acceptable to Seller (the "Reviewing Accountant") to review the SDM Amount Calculations. Each of the parties shall, and shall cause their respective officers, directors, employees and representatives to, provide full cooperation to the Reviewing Accountant. The Reviewing Accountant shall (i) act in its capacity as an expert and not as an arbitrator, (ii) consider only those matters as to which there is a dispute between the parties and (iii) be instructed to reach its conclusions regarding any such dispute within [***] days after its appointment and provide a written explanation of its decision. The Reviewing Accountant shall promptly determine the SDM Settlement Amount, and such determination shall be final and binding on the parties.

(f) If the SDM Settlement Amount, as determined pursuant to Section 2.5(c) (in the event there is no Objection Certificate), Section 2.5(d) or Section 2.5(e) as the case may be ("Final SDM Amount"), is (A) different than SDM Settlement Amount set forth in the Pre-Closing Certificate, as updated, such that the downward adjustment to the Closing Payment should have been higher (such difference, the "Negative SDM Adjustment Amount"), then the Buyer may either, at its sole discretion, retain, out of the Indemnity Holdback Amount or offset from the Contingent Payments, the amount equal to the Negative SDM Adjustment Amount or require Seller to promptly, and in any event within [***] Business thereafter, transfer to Buyer the Negative SDM Adjustment Amount, or (B) different than SDM Settlement Amount set forth in the Pre-Closing Certificate, as updated, such that the downward adjustment to the Closing Payment should have been lower (such difference, the "Positive SDM Adjustment Amount"), then the Buyer shall promptly, and in any event within [***] Business thereafter, transfer to Seller the Positive SDM Adjustment Amount.

(g) If the Final SDM Amount is different than SDM Settlement Amount set forth in the Pre-Closing Certificate, such that Seller is entitled to receive an additional amount of up to \$[***], then the fees and expenses of the Reviewing Accountant shall be paid by the Seller. In all other cases, the fees and expenses of the Reviewing Accountant shall be paid by the Buyer.

(h) The parties recognize that certain amounts, such as accounts payables, constituting or arising from Retained Liabilities (the “Excluded A/P”) may be billed to or otherwise demanded from Buyer following the Closing and, while not obligated to do so, paid by Buyer. Accordingly, Seller hereby agrees that (i) it shall cooperate and take such actions, including payment as soon as administratively practicable, as is necessary to ensure that the liability represented by any Excluded A/P is borne by, and timely paid by, Seller and (ii) to the extent that Buyer determines to pay the amount set forth in any receipt for Excluded A/P, Seller shall promptly, and in any event within [***] Business Days following the receipt of such receipt(s), reimburse Buyer for such amount(s) (it being understood that if Seller fails to do so, Buyer may, in addition to any other remedy available hereunder, either retain such amount from the Indemnity Holdback Amount and/or offset such amount from the Contingent Payments).

2.6 Closing.

(a) The closing of the transactions contemplated by this Agreement (the “Closing”) will take place at the offices of Goldfarb Seligman & Co., in Tel-Aviv, Israel commencing at 10:00 a.m., local time, within no later than [***] Business Days following the satisfaction or written waiver of the last of the conditions of Closing set forth in Articles 6 and 7 hereof, or on such other date, time or location that the parties may mutually determine (the “Closing Date”).

(b) At the Closing, (i) Buyer will pay the Closing Payment (less the adjustments and deductions, if any) in accordance with Section 2.4(a)(i), (ii) Seller will assign and transfer to Buyer good and valid title in and to the Purchased Assets (free and clear of any Liens, other than the Permitted Liens) by delivery of bills of sale and other transfer documents in the form as required under applicable law, or reasonably required by Buyer, duly executed by Seller and evidencing the sale and transfer of the Purchased Assets to Buyer and (iii) the Buyer will deliver to the Seller an assignment and assumption agreement for the Assigned Contracts substantially in the form attached hereto as **Schedule 2.6** (any such instruments or documents referred to in clauses (ii) and (iii) being collectively referred to herein as the “Collateral Agreements”). All such Collateral Agreements shall be in a form suitable for filing with the relevant authority to record the transfer of ownership of such Purchased Assets to Buyer.

2.7 Further Assurances; Post-Closing Cooperation.

(a) On the Closing Date, Seller shall, at no cost to Buyer, in the manner and form and to the locations reasonably specified by Buyer, deliver to Buyer, or place Buyer’s designee in possession of, all of the Purchased Assets.

(b) At any time or from time to time after the Closing, at Buyer’s reasonable request without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer, and to confirm Buyer’s title to, all of the Purchased Assets, and, to the full extent permitted by law, to put Buyer in actual possession and operating control of the Purchased Assets and to assist Buyer in exercising all rights with respect thereto, and otherwise to cause Seller to fulfill its obligations under this Agreement and the Collateral Agreements.

(c) Effective on the Closing Date, Seller hereby constitutes and appoints Buyer the true and lawful attorneys of Seller, with full power of substitution, in the name of Seller, but on behalf of and for the benefit of Buyer: (i) to demand and receive from time to time any and all the Purchased Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Legal Proceedings that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets; (iii) to defend or compromise any or all Legal Proceedings in respect of any of the Purchased Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Buyer shall deem reasonably desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. If requested, Seller shall deliver to Buyer an acknowledged power of attorney to the foregoing effect executed by Seller.

(d) Following the Closing, Seller will afford the Buyer, their counsel and their accountants, during normal business hours, reasonable access to the books, records and other data in its possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by Buyer in connection with (i) the preparation of tax returns relating to the Business, (ii) the determination or enforcement of rights and obligations under this Agreement, (iii) compliance with the requirements of any Governmental Entity, or (iv) in connection with any actual or threatened Legal Proceeding by or against a third party.

(e) To the extent that Buyer cannot be granted possession in respect of any Purchased Asset as of the Closing Date, such Purchased Assets shall be held by Seller for and on behalf of Buyer until such time as Buyer is granted possession thereof and during such period Seller shall bear all risk of loss with respect to such Purchased Assets.

(f) Unless specifically authorized in writing by Buyer, Seller shall not retain or use any copy of any Transferred Technology or any other Purchased Asset that is capable of being copied, including any Software or materials associated with the Business constituting Transferred Technology.

2.8 Preservation of the Purchased Assets. Seller hereby agrees to use its best efforts to preserve the value and integrity of the Purchased Assets prior to the transfer of such assets to Buyer pursuant to this Agreement.

2.9 Third-Party Consents. Without derogating from the conditions to Closing set forth in Article 6, to the extent that any Purchased Asset (including Assigned Contract) is not assignable without the consent of another Person, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Seller shall use its best efforts (at its own expense) to obtain the consent of such other Person to the assignment of any such Purchased Asset to Buyer in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Seller shall cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits intended to be assigned to Buyer under the relevant Purchased Asset, including enforcement for the account of Buyer of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as specifically disclosed in the disclosure schedule attached hereto (the "Disclosure Schedule") (referencing the appropriate section and paragraph numbers; [***]), Seller hereby represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date as though made as of the Closing Date as follows:

3.1 Organization and Qualification.

(a) Seller is a private company duly incorporated and validly existing under the laws of Israel. Seller has all necessary corporate powers to own, lease or otherwise use its properties and to carry on its business as now used and operated, and is duly qualified to transact business in all jurisdictions in which the nature of its business or of its properties makes such qualification necessary.

(b) Seller has no Subsidiaries. Seller does not own, and has not owned (in the years during which the Seller was engaged, in any manner, in the Business), directly or indirectly, any capital stock or shares, partnership interest, joint venture interest, or any other security or voting, equity, or ownership interest (whether controlling or not) in any Person and is not obligated to make any future investment in, or capital contribution to, any Person.

(c) The outstanding share capital of the Seller is, and on the Closing Date shall be, as reflected in Section 3.1(c) of the Disclosure Schedule. All of the issued and outstanding share capital of the Seller, on an actual basis and on an as-converted and as-exercised basis, taking into consideration any and all convertible or exchangeable securities and other interests in Seller, is, and on the Closing Date shall be, owned of record by the Persons as set forth in Section 3.1(c) of the Disclosure Schedule.

(d) Section 3.1(d) of the Disclosure Schedule sets forth a true, correct and complete list of the name of the holder of each stock option outstanding as of the date of this Agreement, the number of Seller shares covered by such stock option, the date of grant, the type of option (i.e., tax-qualified incentive stock option or nonqualified stock option, or under Section 102 or Section 3(i) of the ITO and with respect to options granted under Section 102 whether it was decided to treat such option under the capital gain route or ordinary income route), whether such option permits early exercise, the exercise price per share of such option, the vesting schedule (including any accelerated vesting provisions) and vested status of such option as of the date of this Agreement, and the applicable expiration date. Each grant of stock options was duly authorized by all necessary corporate action. All stock options have been granted in compliance with applicable laws and Seller's Equity Plans, a true and complete copy thereof was made available to Buyer. All stock options which Seller has purported to grant pursuant to the "capital gains route" of Section 102(b) of the ITO ("Section 102(b)") have been granted and maintained in compliance in all respects with the applicable requirements of Section 102(b), and the requirements of any rules or ITA policies relating to Section 102(b), including (i) the filing of applicable documents, applications and notices with the ITA, (ii) the appointment of an authorized trustee to hold such stock options pursuant to Section 102(b), and (iii) the timely deposit of such stock options with such trustee.

3.2 Authority.

(a) Seller has all requisite corporate power and authority to enter into this Agreement and each of the other agreements (including Collateral Agreements) contemplated herein to which it is a party and to consummate the transactions contemplated hereby and thereby. The Required Corporate Consents are the only corporate approvals required pursuant to the provisions of the Seller Charter Documents and applicable law in order to approve, execute and perform this Agreement and the Collateral Agreements and the consummation of the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the other agreements (including Collateral Agreements) contemplated herein to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement and each of the other agreements (including Collateral Agreements) contemplated herein to which it is a party have been duly executed and delivered by Seller, and constitute the valid and binding obligation of Seller, enforceable in accordance with their terms, subject to the effect of applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors and the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies.

(b) The execution and delivery of this Agreement and each of the other agreements (including Collateral Agreements) contemplated herein to which Seller is a party do not or will not, and the consummation of the transactions contemplated hereby and thereby will not, (a) conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under any provision of the Seller Charter Documents, (b) result in the creation of any Lien on any of the Purchased Assets, (c) give rise to a right of termination, cancellation or acceleration of any obligation under any agreement or instrument, permit, franchise, license, judgment or order applicable to Seller or its properties or assets or (d) conflict with or violate any terms, conditions, or provisions of, or constitute a default under, any Contract, legal requirement or order that is applicable to Seller or by which the Purchased Assets are bound or affected.

3.3 Consents. Except for the Required Corporate Consents which have been duly obtained on or prior to the date hereof, no consent, waiver, approval, order or authorization of, or registration, notice, declaration or filing with, any Governmental Entity or any third party is required by or with respect to Seller in connection with the execution and delivery of this Agreement or each of the other agreements (including Collateral Agreements) contemplated herein to which Seller is a party by Seller or the consummation by Seller of the transactions contemplated hereby or thereby. No holder of Seller shares or stock options or option equivalents has any basis for a claim against Buyer arising out of this Agreement or in connection with the transactions contemplated hereunder and Seller does not have Knowledge of any facts that could give rise to such a claim.

3.4 Financial Statements.

(a) Section 3.4 of the Disclosure Schedule contains Seller's (i) audited balance sheets as of December 31, 2019 and 2020 (the "Last Balance Sheet Date"), and the related consolidated statements of operations, changes in shareholders' equity and cash flows for the years then ended (the "Year-End Financials"), and (ii) unaudited balance sheet as of [***], and the related statements of operations and cash flows for the period then ended ("Interim Financials," and together with the Year-End Financials, the "Financials"), which Year-End Financials have been audited by BDO Israel, the Seller's independent auditors.

(b) The Financials are true and correct in all material respects and have been prepared in accordance with IFRS consistently applied on a consistent basis throughout the periods indicated and consistent with each other (except that [***]). [***].

3.5 Business Changes. Since the Last Balance Sheet Date, Seller has conducted its operation of the Business only in the ordinary and usual course of business and consistent with past practices and, without limiting the generality of the foregoing:

(a) Seller has not mortgaged, pledged, or otherwise encumbered any of the Purchased Assets (other than with respect to Permitted Liens).

(b) Seller has not sold, assigned, licensed, leased, transferred or conveyed, or committed itself to sell, assign, license, lease, transfer or convey, any of the Purchased Assets.

(c) Seller has not granted any third party any right to manufacture, reproduce, distribute, market or exploit the Purchased Assets, or any adaptations, translations, or derivative works based on the Purchased Assets, or any portion thereof. No third party has been granted any right to manufacture, reproduce, distribute, market or exploit any works or materials of which any of the Purchased Assets is a derivative work.

(d) There has been no destruction of, damage to or loss of any of the Purchased Assets (except for ordinary wear and tear).

(e) There has been no notice of any claim or potential claim of ownership by any Person other than Seller of Seller Intellectual Property or of infringement by the Business of any other Person's Intellectual Property Rights.

(f) There has been no Legal Proceeding pending or, to Seller's Knowledge, threatened against Seller.

(g) There has been no debt obligation for borrowed money that could now or hereafter give rise to a claim against the Purchased Assets.

(h) There has been no event or condition of any character that has had or is reasonably likely to have a material impact on the Products or the Purchased Assets.

(i) There has not occurred any material change to the Seller's policies, principles, methods or procedures with respect to the maintenance of its working capital, including with respect to payment to suppliers and other accounts payable.

(j) There has been no negotiation or agreement by Seller or any employees of Seller to do any of the things described in the preceding clauses (a) through (i) (other than negotiations with Buyer and its representatives regarding the transactions contemplated by this Agreement).

3.6 Bankruptcy and Insolvency. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending on behalf of or against Seller. Seller is not now insolvent or bankrupt and will not be rendered insolvent or bankrupt by the transactions contemplated hereunder. The consummation of the transactions contemplated hereunder will not constitute a fraudulent transfer by Seller under applicable bankruptcy and other similar laws relating to bankruptcy and insolvency.

3.7 Restrictions on Business Activities. There is no agreement (noncompete, exclusivity, best pricing, "most favored customer" or otherwise), commitment, judgment, injunction, order or decree to which Seller is a party relating to the Business or otherwise binding upon the Business which has or may have the effect of prohibiting or impairing any business practice of the Business, any acquisition of property (tangible or intangible) by the Business or the conduct of the Business. Seller has not entered into any agreement under which the operation of the Business are restricted from selling, licensing or otherwise distributing any of the Products, Transferred Technology, Seller Intellectual Property or any other assets of the Business to or providing services to, customers or potential customers or any class of customers, in any geographic area, during any period of time or in any segment of the market.

3.8 Title to Purchased Assets. Seller has good and marketable title to all of the Purchased Assets free and clear of any Liens (other than the Permitted Liens). After the Closing, Buyer shall be able to use the Purchased Assets and exercise, and enjoy the benefits of, the Purchased Assets in substantially the same manner as Seller prior to the Closing without violating the rights of any third party. The Purchased Assets comprise all of the tangible and intangible assets, properties and rights of every type and description owned by Seller or which Seller has a right to use that are used or useful in, held for use in the operation of the Business by Seller as of the Closing.

3.9 Customers and Sales. Other than Buyer, Seller has no, and, in the past [***] years, did not have, any customers.

3.10 No Default; Assigned Contracts.

(a) Each of the Assigned Contracts, is a legal, binding and enforceable obligation by or against Seller, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or other similar federal or state laws affecting the rights of creditors and the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity).

(b) Seller has performed, or is now performing, the obligations of, and Seller is not in material default (or would, by the lapse of time and/or the giving of notice, be in material default) in respect of, any Assigned Contract or the other Purchased Assets. No third party has delivered written notice to Seller of any claim, dispute or controversy with respect to any of the Assigned Contracts, nor has Seller received written notice or warning of alleged nonperformance, delay in delivery or other noncompliance by Seller with respect to its obligations under any of those contracts, nor to Seller's Knowledge are there any facts which exists indicating that any of those contracts may be totally or partially terminated or suspended by the other parties thereto. To Seller's Knowledge, no party to any Assigned Contract is in default thereunder or has breached any term or provision thereof.

(c) To the extent they exist, fully executed versions of all Assigned Contracts, including any and all amendments, changes and additions thereto or written understandings in connection therewith have been provided to Buyer. Any material terms under any Assigned Contract which are oral or otherwise not documented are summarized in Section 3.10(c) of the Disclosure Schedule.

3.11 Intellectual Property.

(a) Seller has full title and ownership of, or is duly licensed under or otherwise authorized to use, all of the Seller Intellectual Property, free and clear of any Liens. Seller has not transferred ownership of, or agreed to transfer ownership of, or granted any exclusive licenses to, or agreed to grant any exclusive licenses to any Seller Intellectual Property to any third party except for the SDM Agreements. No third party has any ownership right, title, interest, claim in or other Lien on any of the Seller Intellectual Property.

(b) Schedule 3.11(b) of the Disclosure Schedule lists all Registered Intellectual Property Rights, and the jurisdictions in which such have been issued or registered or in which any application for such issuance and registration has been filed, or in which any other filing or recordation has been made; and all actions that are required to be taken by Seller within [***] days of the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to Governmental Entity office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing such Registered Intellectual Property Rights. Each item of the Registered Intellectual Property Rights is, to the Knowledge of Seller, valid and subsisting (or in the case of applications, applied for), all registration, maintenance and renewal fees currently due in connection with such Registered Intellectual Property Rights have been paid and all documents, recordations and certificates in connection with such Registered Intellectual Property Rights currently required to be filed have been filed with the relevant patent, copyright, trademark or other authorities in Israel, the United States, the European Union and/or other jurisdictions, as the case may be, for the purposes of prosecuting, maintaining and perfecting such Registered Intellectual Property Rights and recording Seller's ownership interests therein.

(c) None of the Seller Intellectual Property was developed or derived from, in whole or in part, funding or resources provided by, or are subject to restriction, constraint, control, supervision or limitation imposed by any Governmental Entity or regulatory authority. No Governmental Entity has awarded any participation or provided any support to Seller. No Governmental Entity is or may become entitled to receive any royalties or other payments from Seller and no consent of, or notice to, any Governmental Entity or other Person is required to be obtained or delivered, as the case may be, in connection with the consummation of the transactions contemplated by this Agreement in order to comply with any applicable law. Without derogating from the generality of the foregoing, (i) the Seller is not and will not be required to repay any of Governmental Grant and (ii) no Governmental Grant does or will cause any restriction or limitation (including payment of any royalties) or other Lien on the ability of the Seller and/or the Buyer to use, license, manufacture, develop, and/or sell the Seller Intellectual Property (whether outside Israel or otherwise).

(d) At no time during the conception of or reduction to practice of any of the Seller Intellectual Property was any developer, inventor or other contributor to such Seller Intellectual Property operating under any grants from any private source, performing research sponsored by any private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that would adversely affect, restrict or in any manner encumber Seller's rights in such Seller Intellectual Property.

(e) Seller has secured from all consultants, advisors, employees and independent contractors who contributed to or participated in any manner in the conception, reduction to practice, creation or development of any Seller Intellectual Property (each an "Author"), unencumbered and unrestricted exclusive ownership of, all of the Authors' Intellectual Property Rights in such contribution and has obtained a valid waiver of all applicable rights that cannot be so assigned by applicable law. Each Author was engaged by Seller at the time of such contribution or participation. No Author has retained or will retain any rights, licenses, claims or interest whatsoever, including to moral rights, inventor's rights or rights to royalties, fees or other compensation with respect to any Intellectual Property Rights developed by the Author for Seller. Without limiting the foregoing, Seller has obtained written and enforceable proprietary information and invention disclosure and Intellectual Property Rights assignments from all current and former Authors. Seller has provided to Buyer copies of each proprietary information and invention disclosure and Intellectual Property assignment executed by each Author.

(f) [***] no current or former employee, consultant, advisor or independent contractor of Seller: (i) is in violation of any term or covenant of any Contract relating to employment, invention disclosure, invention assignment, non-disclosure or non-competition or any other Contract with any other party by virtue of such employee's, consultant's, advisor's or independent contractor's being employed by, or performing services for, Seller or using trade secrets or proprietary information of others without permission in connection with such employee's, consultant's, advisor's or independent contractor's being employed by, or performing services for, Seller; or (ii) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for Seller that is subject to any agreement under which such employee, consultant, advisor or independent contractor has assigned or otherwise granted to any third party any rights (including Intellectual Property Rights) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work. Neither the execution nor delivery of this Agreement will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any Contract of the type described in clause (i) of the foregoing sentence.

(g) Seller has taken all commercially reasonable steps to protect and preserve the confidentiality of all confidential or non-public information of the Business as well as confidential or non-public information provided by any third party (including, without limitation, trade secrets) to Seller with respect to the Business under a written obligation of confidentiality (“Confidential Information”). All current and former employees and contractors of Seller and any third party having access to Confidential Information have executed and delivered to Seller a written legally binding agreement regarding the protection of such Confidential Information. Seller takes reasonable security measures consistent with industry practices of companies of similar size, offering and services. [***] Seller has not experienced any breach of security or otherwise unauthorized access to the Confidential Information, including Personal Data in Seller’s possession, custody or control.

(h) [***], the Intellectual Property Rights of any third party. Seller has not been sued in any action, suit or proceeding or received any communications (including any third party reports by users) alleging that Seller has infringed, misappropriated, or violated or, by conducting the Business, would infringe, misappropriate, or violate any Intellectual Property Rights of any other Person or entity. No Seller Intellectual Property or Product is currently subject to any proceeding, order, judgment or settlement agreement, that restricts in any manner the use, transfer, or licensing thereof by Seller, or which may affect the validity, use or enforceability of any such Seller Intellectual Property or Product.

(i) Seller has not granted, nor is Seller bound by, or a party to, any options, licenses or Contracts of any kind relating to any Seller Intellectual Property outside of normal nonexclusive licenses to use the Products in the ordinary course (which nonexclusive licenses are listed in Schedule 3.11(i) of the Disclosure Schedule). Seller is not nor may Seller be obligated to pay any royalties or other payments to third parties with respect to the marketing, sale, distribution, manufacture, license or use of any Product or Seller Intellectual Property.

(j) With respect to each Contract governing any Seller Intellectual Property (each, a “Seller Intellectual Property Agreement”):

(i) Following Closing, Buyer will be permitted to exercise all of Seller’s rights under the Seller Intellectual Property Agreements to the same extent the Seller would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Seller would otherwise be required to pay;

(ii) There are no unresolved disputes regarding the scope of any Seller Intellectual Property Agreements, or performance under any Seller Intellectual Property Agreements including with respect to any payments to be made or received by Seller thereunder;

(iii) No Seller Intellectual Property Agreement requires Seller to include any Intellectual Property Rights of a third party in any Product or obtain any Person’s approval of any Product at any stage of development, licensing, distribution or sale of that Product;

(iv) Except for the SDM Agreements, none of the Seller Intellectual Property Agreements grants any third party exclusive rights to or under any Seller Intellectual Property;

(v) None of the Seller Intellectual Property Agreements grants any third party the right to sublicense any Seller Intellectual Property;

(vi) Seller has obtained valid, written licenses to all Intellectual Property Rights of third parties, that are incorporated into, integrated or bundled with any of the Seller Intellectual Property or Products or otherwise offered or made available by Seller, and such licenses are listed in Section 3.11(j)(vi) of the Disclosure Schedule (except that Section 3.11(j)(vi) of the Disclosure Schedule will not include license agreements for standard "off-the-shelf" Intellectual Property Rights of third parties that are generally available on standard terms and do not cost more than \$[***] per year);

(vii) No third party that has licensed Intellectual Property Rights to Seller has ownership or license rights to improvements or derivative works made by Seller or on its behalf in the Intellectual Property of a third party that has been licensed to Seller; and

(viii) Neither this Agreement nor the transactions contemplated by this Agreement, or the assignment to Buyer of any of the Assigned Contracts, will result in: (a) Buyer or any of its Affiliates granting to any third party any right to or with respect to any Intellectual Property Rights owned by, or licensed to Buyer or any of its Affiliates, (b) Buyer or any of its Affiliates being bound by or subject to, any exclusivity obligations, non-compete or other restriction on the operation or scope of their respective businesses, or (c) Buyer being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them in the absence of this Agreement or the transactions contemplated hereby.

(k) Except for the SDM Agreements, Seller has not disclosed, delivered or licensed to any Person or agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any Source Code, other than disclosures to employees involved in the development of the Products. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by Seller of any Source Code, other than disclosures to employees involved in the development of the Products. Without limiting the foregoing, neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will result in a release from escrow or other delivery to a third party of any Source Code (except to Buyer under the SDM Agreements). "Source Code" shall mean fully documented human-readable computer software and code in form other than object code form, including programmer's notes and materials and documentation, sufficient to allow a reasonable skilled programmer to understand the design, logic, structure, functionality, operation and features and to use, operate, maintain, modify, support and diagnose errors related to the Purchased Assets.

(l) Section 3.11(l) of the Disclosure Schedule identifies all Open Source Materials used in any of the Products or in the conduct of the Business, describes the manner in which such Open Source Materials were used (such description shall include whether the Open Source Materials were modified and/or distributed) and identifies the licenses under which such Open Source Materials were used. Seller is materially in compliance with the terms and conditions of all licenses for the Open Source Materials. Seller has not: (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Seller Intellectual Property or Products; (ii) distributed Open Source Materials; or (iii) used Open Source Materials, in such a way that, with respect to (i), (ii), or (iii), creates, or purports to create obligations with respect to any Seller Intellectual Property or grant, or purport to grant, to any third party, any rights or immunities under any Seller Intellectual Property (including using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that any Seller Intellectual Property incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in Source Code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

(m) Seller has established privacy policies with respect to the Personal Data which are in conformance with reputable industry practice and, in all material respects, all applicable laws, including the Israeli Protection of Privacy Law, 1981. Seller is in material compliance with such privacy policies, with any contractual obligations relating to privacy, data protection, and the collection and use of the Personal Data and with all applicable laws and standards relating to privacy or data protection, including to the use, collection, storage, disclosure and transfer of any Personal Data. The execution, delivery and performance of this Agreement, will comply with all such applicable Laws and regulations relating to privacy and with Seller's privacy policies. Seller has not received any oral or written complaint regarding Seller's collection, use or disclosure of Personal Data.

(n) Section 3.11(n) of the Disclosure Schedule identifies each distinct electronic or other database containing (in whole or in part) Personal Data currently maintained by or for Seller at any time with respect to the Purchased Assets (the "Databases"). [***]

(o) The Purchased Assets constitute or include all of the Technology and Intellectual Property Rights and other assets that constitute or are necessary to the manufacture, sale, use, operation of the Products as is currently being used or contemplated to be used by Seller.

(p) None of the Products, Transferred Technology, Seller Intellectual Property, or actions of Seller associated with the Products, Transferred Technology or Seller Intellectual Property, constitutes obscene material, a defamatory statement or material, false advertising or otherwise violates any applicable law, rule or regulation in any material respect.

(q) [***].

3.12 Litigation. There is no Legal Proceeding of any nature pending or, to the Knowledge of Seller, threatened against Seller, which relates to the Business, the Products, the Purchased Assets or the transactions contemplated hereunder, nor is there any reasonable basis therefor. No judgment, decree or order of any Governmental Entity or any arbitrator has been issued against Seller which could have an adverse effect on any of the Purchased Assets.

3.13 Brokers or Finders. Seller has not dealt with any financial advisor, broker or finder in connection with the transactions contemplated by this Agreement. Seller has not incurred, and shall not incur, directly or indirectly, any liability for any financial advisory, brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

3.14 Taxes. Seller and its subsidiaries have prepared and timely filed all tax returns required to be filed and have timely paid all Taxes due that relate to the Purchased Assets and the Business. Seller has accurately and completely filed with the appropriate state, local and foreign governmental agencies all tax returns and reports required to be filed with respect to sales, use, or payroll Taxes (subject to permitted extensions applicable to such filings), and has paid or accrued in full all such Taxes. Seller is not a party to any pending Legal Proceedings, nor, to the Knowledge of the Seller are any such Legal Proceedings threatened by any governmental authority for the assessment or collection of Taxes. No liability for sales, use or payroll Taxes has been incurred. There are no Tax rulings, agreements and arrangements (whether by written agreement or not) applied for, issued to or agreed by the Seller, any of its subsidiaries, or any Affiliate of any of the foregoing relating to Taxes in connection with the Seller and/or the Business. The Seller (a) is not party to any Tax sharing, indemnification or allocation agreement, nor does the Seller owe any amount under any such agreement, (b) does not have any liability for the Taxes of any Person (other than Seller) as a transferee or successor, by agreement, by operation of law or otherwise and (c) is not party to any joint venture, partnership or other arrangement that could be treated as a partnership for Tax purposes. The Seller has not been and is not subject to any restrictions or limitations pursuant to Part E2 of the ITO.

3.15 Power of Attorney. There are no outstanding powers of attorney executed on behalf of Seller in respect of the Business, the Products or the Purchased Assets.

3.16 Affiliated Transactions. [***]no Related Party has, and no Related Party has at any time had, any direct or indirect interest in any material asset used in or otherwise relating to the Business. [***] no Related Party has entered into, or has had any direct or indirect financial interest in, any material Contract, transaction or business dealing involving the Business. [***] no Related Party has any claim or right against Seller with respect to the Business or the Purchased Assets (other than rights under share options and rights to receive compensation for services performed as an employee).

3.17 Compliance with Laws; Permits.

(a) Seller has complied in all material respects with, is not in material violation of, and has not received any written notices of violation with respect to, any applicable foreign, federal, state or local statute, law or regulation with respect to the conduct or operation of the Business.

(b) Without derogating from the generality of the foregoing, Seller has been, and is, in compliance, in all material respects, with all applicable Environmental Laws, which compliance includes the possession by Seller of all permits and other authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof. Seller has not received any notice or other communication (in writing or otherwise), whether from a Governmental Entity, citizens group, employee or otherwise, that alleges that Seller is not in compliance with any Environmental Law, and, to the knowledge of Seller, there are no circumstances that may prevent or interfere with Seller's compliance with any Environmental Law in the future. For purposes of this Section 2.16: (A) "Environmental Law" means any applicable law or order relating to: (i) the protection of the environment or any natural resource; (ii) the presence, release, discharge, handling, transportation, storage, remediation or disposal of Materials of Environmental Concern; (iii) the ownership, occupation, management, transfer or sale of contaminated sites; (iv) the exposure of workers to Materials of Environmental Concern in the workplace, and worker right-to-know legislation pertaining thereto; and (v) the manufacture, distribution, labeling, import, export or sale of products or product ingredients by virtue of their composition or any other physical properties; and (B) "Materials of Environmental Concern" includes any substance, emission or thing, howsoever occurring, which has, or may have, an adverse effect on the environment, any ecological system or natural resource, the use or enjoyment of property, or human health or safety, and includes any "contaminant" or "pollutant" or any type of "waste", in each case which is regulated by any applicable law or order.

(c) There are no permits, licenses, governmental approvals, clearances, consents or other authorizations (including export approvals) that are required with respect to the ownership of the Purchased Assets as they are currently used or with respect to the operation of the Business as currently conducted and as currently proposed to be conducted. Without derogating from the generality of the foregoing, Seller does not use, develop, or engage in, encryption technology, technology with military applications, or other technology whose development, commercialization or export is restricted under applicable law, and none of the Products require Seller to obtain a license from, any Governmental Entity, including pursuant to Section 2(a) of the Control of Products and Services Declaration (Engagement in Encryption), 1974, as amended, the Control of Products and Services Order (Export of Warfare Equipment and Defense Information), 1991, as amended, the Control of Products and Services Order (Use of Encryption), 1998, as amended, the Import and Export Order (Control of Dual-Purpose Goods, Services and Technology Exports), 2006, the Defense Export Control Order (Combat Equipment) 2008, the Defense Export Control Law 2007, as amended, and the Israeli Ministry of Economy List of Source Items and Dual Use Items, to the extent applicable.

3.18 Product Warranties. Each Product manufactured, sold, leased, licensed or delivered by Seller has been manufactured, sold, leased or delivered, as applicable, in conformity with all applicable contractual commitments and all express and implied warranties, and Seller has no liability (and, to Seller's Knowledge, there is no basis for any present or future Legal Proceedings against any of them giving rise to any liability) for replacement or repair thereof or other damages in connection therewith. No Product manufactured, sold, leased, or delivered by Seller is subject to any guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale or lease or beyond that imposed by applicable law. Section 3.18 of the Disclosure Schedule includes copies of the standard terms and conditions of sale or lease for Seller.

3.19 Employee Matters; Benefits.

(a) The name, position and location of all current officers, employees, advisers and consultants (for the sake of clarity, including independent contractors) of Seller (each, an "Employee") are disclosed in Section 3.19(a) of the Disclosure Schedule along with, for each Employee and, to the extent applicable, each independent contractor: (i) his or her date of hire, (ii) whether is classified as employee or adviser/consultant, (iii) age, (iv) salary, (v) estimated or target annual or monthly incentive compensation of each such person (if any), (vi) monthly vacation, vacation entitlement and accrual, (vii) sick leave entitlement and accrual, (viii) insurance compensation, (ix) recuperation entitlement and accrual and other paid time-off allowance, (x) overtime classification (e.g., exempt or non-exempt), (xi) prior notice entitlement, (xii) any other compensation or benefit payable, maintained or contributed to or with respect to which any liability is borne by Seller (whether now or in the future) to each of the Employees, including to the following entitlements: bonus (including type of bonus and amounts received or eligible to receive in 2020 and 2021), deferred compensation, commissions (including amounts received or eligible to receive in 2020 and 2021), overtime payment, travel entitlement (e.g. travel pay, car, leased car arrangement and car maintenance payments), pension arrangement and/or any other provident fund (including managers' insurance, pension fund and education fund), their respective contribution rates (by percentage) and the salary basis for such contributions (including whether the contributions towards education fund are subject tax-exempt ceiling set by the applicable law for tax purposes), whether such Employee is subject to a so-called "Section 14 arrangement" (and, to the extent such employee is subject to such arrangement, an indication of whether such arrangement has been applied to such person from the commencement date of his employment and on the basis of his entire salary), last compensation increase to date including the amount thereof, and whether the employee is on leave (and if so, the category of leave, the date on which such leave commenced and the date of expected return to work).

(b) No Employee has been dismissed in the [***] period ending on the date hereof.

(c) True and complete copies of the employment agreements of each of the Employees have been provided to Buyer.

(d) Subject to the provisions of any applicable law and except as set forth in Section 3.19(a) of the Disclosure Schedule, there are no agreements, arrangements or customs (whether legally enforceable or not, and whether written or oral) for the payment of any pensions, allowances, lump sums, or other like benefits on retirement or on death or termination or during periods of sickness or disablement for the benefit of any Employee or for the benefit of the dependents of any such individual in operation at the date hereof.

(e) Section 3.19(e) of the Disclosure Schedule sets forth a complete and accurate list of all currently outstanding rights to acquire equity of Seller currently held by Employees, indicating the number of shares covered, the name and title of the holder, the vesting schedule and exercise prices therefor.

(f) Except as contemplated hereby, neither the execution, delivery or performance of this Agreement, nor the consummation of any of the other transactions contemplated by this Agreement, will result in any payment (including any bonus, golden parachute or severance payment) to any Employee (whether or not under any benefit plan), or increase the benefits payable under any benefit plan, or result in any acceleration of the time of payment or vesting of any such benefits, except as provided therein.

(g) Seller has not entered into or is a party to, either directly or by operation of Law, any collective bargaining agreement, letters of understanding, letters of intent or other written communication with any trade union or association or organization that may qualify as a trade union or association, contingent or otherwise, which would cover any Employee. The Employees are not subject to any collective bargaining agreements or letters of understanding, letters of intent or other written communication with any trade union or association or organization that may qualify as a trade union or association, contingent or otherwise, and are not, in their capacities as Employees, represented by any trade union or association or organization that may qualify as a trade union or association.

(h) Seller has been, and is, in all material respects, in compliance with all applicable laws and Contracts relating to employment, including employment practices, wages, bonuses and terms and conditions of employment, employee compensation and employee health and safety matters with respect to the Employees.

(i) To the Knowledge of Seller, there are no organizational efforts currently being made, threatened by or on behalf of, any trade union or association or organization that may qualify as a trade union or association with respect to the Employees. Seller has not experienced a work stoppage, strike, lock out or other labor disturbance within the past five years and there is no work stoppage, strike, lock-out or other labor disturbance currently occurring or threatened. To the Knowledge of Seller, the consummation of any of the transactions contemplated hereby will not adversely affect the hiring of any Employee as an employee of Buyer. None of the Employees has notified Seller of any intention to terminate his or her employment with Seller. To the Knowledge of Seller, no Employee is a party to or is bound by any confidentiality agreement, noncompetition agreement or other Contract (with any Person other than the Seller) that may have an adverse effect on: (A) the performance by such employee of any of his duties or responsibilities as an employee of Seller or Buyer ; or (B) the Business or the Buyer's business.

(j) Section 3.19(j) of the Disclosure Schedule identifies each deferred compensation, bonus, incentive or other compensation, share option or purchase, severance, termination pay, hospitalization or other medical benefit, life or other insurance, vision, dental, drug, sick leave, disability, salary continuation, vacation, supplemental unemployment benefits, profit sharing, mortgage assistance, pension or supplemental pension, retirement compensation, group registered retirement savings, deferred profit sharing, employee profit sharing, savings, retirement or supplemental retirement, and any other plan, program or arrangement, whether funded or unfunded, formal or informal, written or unwritten, that is maintained or contributed to, by Seller, or to which Seller is a party, or bound by, or under which Seller has any liability for the benefit of the Employees and their respective beneficiaries or dependents, other than Statutory Plans, if any (collectively, the "Employee Plans").

(k) A true, accurate and complete copy of each written Employee Plan (as amended to date) and a written summary of all material terms of each unwritten Employee Plan have been provided to the Buyer together with true, accurate and complete copies of all material documents relating to each Employee Plan.

(l) All obligations of Seller due prior to Closing under the Employee Plans and statutory benefit plans applicable to the Employees (the "Statutory Plans") (whether pursuant to the terms thereof or any applicable law) have been satisfied, and there are no outstanding defaults or violations thereunder by Seller. Seller has no Knowledge of any default or violation by any other Person in respect of the Employee Plans and the Statutory Plans. Without limiting the generality of the foregoing, all employer and employee payments, contributions and premiums required to be remitted or paid to or in respect of the Employee Plans and the Statutory Plans have been timely remitted or paid, or in respect of the Employee Plans and the Statutory Plans in accordance with the terms thereof and all applicable legal requirements, and no Taxes, non-Tax related interest, penalties or fees are owing or eligible under any of the Employee Plans or the Statutory Plans.

(m) There are no improvements, increases or changes promised in writing to the benefits provided under the Employee Plans and none of the Employee Plans provide for benefit increases or the acceleration of funding obligations that are contingent on, or will be triggered by, the entering into of this Agreement or the completion of the transactions contemplated hereby.

(n) No written notice has been received by Seller of any complaint filed by any of the Employees against Seller instituting a proceeding or claiming that Seller has violated employment laws or of any complaints or proceedings of any kind involving Seller or, to the Knowledge of Seller, any of the Employees before any labor relations board.

(o) Seller does not employ any employees or consultants who are not Israeli Employees. Solely with respect to officers, employees, advisers and consultants of the Seller located in Israel (the "Israeli Employees"): (i) all obligations of the Seller to provide statutory severance pay to all Israeli Employees pursuant to the Israeli Severance Pay Law, 1963 are fully funded; (ii) no Israeli Employee's engagement with Seller requires any permit that has not been obtained or is not currently in effect; (iii) there are no unwritten policies, practices or customs of Seller that, by extension, could reasonably be expected to entitle any Israeli Employee to benefits in addition to what such Israeli Employee is entitled under applicable law or under the terms of such Israeli Employee's employment agreement, service agreement or consulting agreement (including unwritten customs or practices concerning bonuses, the payment of statutory severance pay when it is not required under applicable legal requirements); (iv) all amounts that Seller is legally or contractually required either (A) to deduct from Israeli Employees' salaries or to transfer to such Israeli Employees' pension or provident, life insurance, incapacity insurance, continuing education fund or other similar funds, or (B) to withhold from Israeli Employees' salaries and benefits and to pay to any governmental and regulatory authority as required by Israeli tax laws and the Israeli national insurance and health insurance laws or otherwise, have, in each case, been duly deducted or accrued for, transferred, withheld and paid (other than withholdings that are not yet due and payable); and (v) Seller is in compliance in all material respects with all applicable Law and contracts relating to employment, employment practices, wages, bonuses, pension benefits and other compensation matters and terms and conditions of employment related to Israeli Employees, including the Prior Notice for Termination and Resignation Law, 2001, the Notice to Employee (Terms of Employment) Law, 2002, the Prevention of Sexual Harassment Law, 1998, the Hours of Work and Rest Law, 1951, the Annual Leave Law, 1951, the Salary Protection Law, 1958, and the Employment by Human Resource Contractors Law, 1996 and the Law of Increased Enforcement of Labor Laws, 2011. Except for extension orders (tzavei harchava) applying to all employees in the State of Israel and except for extension orders applying to all private sector employees, Seller is not subject to, and no employee of Seller benefits from, any extension order or collective agreement. Seller has provided to Buyer (x) copies of all material agreements with Israeli human resource contractors, or with Israeli consultants, sub-contractors or freelancers; and (y) copies of material manuals and material written policies relating to the employment of Israeli Employees. The obligations of Seller to provide statutory severance pay to its Israeli employees pursuant to the Israeli Severance Pay Law, 1963 and vacation pursuant to the Israeli Annual Leave Law, 1951 and any Contract or Employee Plan are fully funded or accrued on Seller's financial statements, and all Israeli employees of Seller have been subject to the provisions of Section 14 of the Israeli Severance Pay Law, 1963 with respect to such statutory severance pay from the date of commencement of their employment with Seller.

(p) Except as required by law, Buyer will not become liable for any past, present or future benefit under, or any other obligation under, or otherwise with respect to, any Employee Plan maintained by Seller (including any equity incentive plan) by virtue of the transactions contemplated hereby, either under the terms of any Employee Plan or by operation of any applicable legal requirement.

(q) No facts exist which would give any person the right under any applicable legal requirement to assert a Lien upon any of the Purchased Assets to secure liabilities in connection with any Employee Plan.

3.20 Grants, Incentives and Subsidies. Section 3.20 of the Disclosure Schedule sets forth all pending, outstanding and granted Governmental Grants and of all letters of approval, certificates of completion, and supplements and amendments thereto, granted or issued to Seller. Seller is in compliance in all material respects with the terms and conditions of all Governmental Grants which have been approved and the laws applicable thereto, and has duly fulfilled in all material respects all the undertakings required thereby. Seller has made available to Buyer all documents relating to the Governmental Grants prior to the date hereof.

3.21 Complete Copies of Materials. Seller has delivered or made available true and complete copies of each document (or summaries of the same) that has been requested by Buyer or its counsel.

3.22 Bulk Transfer Laws. Seller represents that there are no current or past creditors of Seller to whom any law, rule or regulation requires the delivery of notice or from whom any form of consent is required in conjunction with undertaking the transactions contemplated by this Agreement.

3.23 Representations Complete. None of the representations or warranties made by Seller (as qualified by the Disclosure Schedule), nor any statement made in any Schedule or certificate furnished by Seller pursuant to this Agreement contains or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date of this Agreement and as of the Closing Date as though made as of the Closing Date as follows:

- 4.1 Organization and Qualification. Buyer is a company duly organized, validly existing under the laws of Israel. Buyer has all necessary corporate powers to own its properties and to carry on its business as now owned and operated, is duly qualified to transact business and is in good standing in all jurisdictions in which the nature of its businesses or of its properties make such qualification necessary.
- 4.2 Authority. Buyer has all requisite corporate power and authority to enter into this Agreement and the related agreements to which it is a party contemplated herein, and, subject to satisfaction of the conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the related agreements to which it is a party contemplated herein, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and the related agreements to which Buyer is a party contemplated herein have been (or will be) duly executed and delivered by Buyer and constitute the valid and binding obligation of Buyer enforceable in accordance with their terms, subject to the effect of applicable bankruptcy, insolvency, reorganization or other similar federal or state laws affecting the rights of creditors and the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies. Provided the conditions set forth in Article 7 are satisfied, the execution and delivery of this Agreement and the Collateral Agreements do not or will not, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation under (a) any provision of Buyer's memorandum of association or articles of association, or (b) any material agreement or instrument, permit, license, judgment, order, statute, law, ordinance, rule or regulation applicable to Buyer or its properties or assets.
- 4.3 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any third party is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the related agreements contemplated herein by Buyer or the consummation by Buyer of the transactions contemplated hereby or thereby, except for such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws and the laws of any foreign country.
- 4.4 Brokers or Finders. Except for Stifel, Nicolaus & Company, Incorporated, (i) Buyer has not dealt with any financial advisor, broker or finder in connection with the transactions contemplated by this Agreement and (ii) Buyer has not incurred, and shall not incur, directly or indirectly, any liability for any financial advisory, brokerage or finders' fees or agent's commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.
- 4.5 Experience. Without derogating from the representations and warranties of Seller set forth in Article 3 or in any other documents or certificate delivered pursuant hereto, (i) Buyer has received and reviewed a copy of this Agreement and the documents contemplated hereby and such other documents and information as it has deemed appropriate to make its own analysis and decision to enter into this Agreement and (ii) Buyer has such experience in business and financial matters to enable it to understand and evaluate this Agreement and form an investment decision with respect to the Business and the Purchased Assets.

ARTICLE 5

COVENANTS AND AGREEMENTS.

5.1 Access. Between the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing Date (the "Pre-Closing Period"), Seller, subject to reasonable prior notice from Buyer to Seller, will (a) afford to Buyer and its representatives, at all reasonable times during normal business hours, reasonable access to Seller's personnel, professional advisors, properties, Contracts, books and records (including Business Books and Records), and other documents and data, (b) furnish Buyer and its representatives with copies of all such Contracts, books and records, and other existing documents and data as Buyer may reasonably request, and (c) furnish Buyer and its representatives with such additional financial, operating, and other data and information relating to the Business as Buyer may reasonably request.

5.2 Operation of the Business of Seller. Except (i) as otherwise expressly permitted by this Agreement, (ii) with the prior written consent of Buyer, or (iii) as required by law, during the Pre-Closing Period, Seller will:

- (a) conduct the Business in the ordinary course in a manner consistent with past practice;
- (b) use commercially reasonable efforts to preserve intact the current business organization of Seller relating to the Business and keep available the services of the current officers, employees and agents of Seller, and maintain the relations and goodwill with its customers, suppliers, landlords, employees, agents, and others having business relationship with Seller relating to the Business;
- (c) confer with Buyer concerning business or operational matters relating to the Business of a significant nature;
- (d) use commercially reasonable efforts to maintain all of the Purchased Assets in their current condition, ordinary wear and tear excepted;
- (e) maintain the Business Books and Records in the usual, regular and ordinary manner, on a basis consistent with prior years;
- (f) continue to fix any bugs and defects in the Products; and
- (g) report periodically to Buyer concerning the status and operation of the Business.

5.3 Conduct Prior to Closing. Except (i) as otherwise expressly permitted by this Agreement, (ii) with the prior written consent of Buyer, or (iii) as required by law, or (iv) as detailed in Section 5.3 of the Disclosure Schedule, during the Pre-Closing Period, Seller will not:

- (a) settle any pending Legal Proceedings or obtain any releases of threatened Legal Proceedings involving or related to the Business;
- (b) commence or settle any litigation involving or related to the Business;
- (c) take any action, or fail to take any action, which would result in any of the representations and warranties set forth in Article 3 not being true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date;
- (d) (1) increase the compensation or benefits payable or to become payable to any Employee, or (2) establish, adopt, enter into, amend in any material respect or terminate any Employee Plan; provided, however, that the Seller may take any such action to the extent required by the terms of an existing Contract or Employee Plan;
- (e) sell, assign, license, lease, transfer or convey the Purchased Assets or commit itself to sell, assign, license, lease, transfer or convey the Purchased Assets except in the ordinary course of business consistent with past practice;
- (f) suffer any Lien (other than the Permitted Liens) on, or damage or destruction or loss of, any Purchased Asset (except for ordinary wear and tear);
- (g) enter into, terminate or amend, any Contract with any customer, supplier, lease, reseller or distributor agreement relating to the Business, the Products or the Purchased Assets, except for the Terminated Contracts;
- (h) waive, cancel, compromise or release any rights or claims of material value, whether or not in the ordinary course of business;
- (i) take any action, or fail to take any action within its reasonable control, as a result of which any of the changes or events listed in Section 3.5 would occur; or
- (j) take, or agree in writing or otherwise to take, any of the actions described in Sections 5.3(a) through Section 5.3(i) hereof, or any other action that would prevent Seller from performing, or cause Seller not to perform, its covenants or obligations under this Agreement.

5.4 Confidentiality.

- (a) Each of the parties hereto hereby agrees that, until the Closing, the information obtained in any investigation pursuant to Section 5.1 hereof, or pursuant to the negotiation and execution of this Agreement (including the due diligence process conducted by Buyer) or the effectuation of the transactions contemplated hereby, shall be governed by the terms of the confidentiality provisions of the SDM Agreements.

(b) The Seller has confidential and proprietary information concerning the Business, the Purchased Assets and Assumed Liabilities (the "Business Confidential Information"). Subject to and effective as of the Closing, (i) Seller acknowledges that the confidentiality of such information is essential for the purpose of maintaining the value of the Business and the Purchased Assets, including after the Closing, and that the disclosure of such confidential information to others or the use of such information by others (or by the Seller) might cause substantial loss and harm to the Buyer and its Affiliates, and (ii) the Seller undertakes that, as from the Closing Date, it shall and shall cause its Affiliates, and use reasonable efforts to cause its representatives to treat in strict confidentiality such Business Confidential Information and not disclose or use all or any portion of such confidential information, other than: (i) as required by law or Governmental Entity, or (ii) where such confidential information becomes generally available in the public domain through no fault or breach of the Seller, or (iii) where such information may be obtained following the Closing from a third party who is not subject to obligations of confidentiality and who has the right to transfer or disclose such information; provided however that Seller may retain copies of such Business Confidential Information solely for accounting, legal compliance and litigation of claims (without derogating from Buyer's ownership of the Purchased Assets).

(c) Subject to applicable law, Buyer and any Affiliate thereof, shall be free to use for any purpose any information retained by any of Seller's employees as a result of their service as employees of Seller, whether tangible or in the minds of such employees, including any ideas, concepts, know-how or techniques.

5.5 Collateral Agreements. The parties hereto shall enter into the Collateral Agreements as of the Closing.

5.6 Non-Competition and Non-Solicitation Agreements. Seller shall enter, and Seller shall cause each of the Seller Key Shareholders and Key Employees, to enter, into Non-Competition Agreements in substantially the form attached hereto as **Exhibit B**.

5.7 No Negotiation. During the Pre-Closing Period, Seller will not, nor will Seller cause or permit any of its Affiliates and representatives to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, or provide any nonpublic information to, any Person (other than Buyer and its Affiliates and representatives) relating to any transaction involving the sale of Seller or the offer or issuance by the Seller of any securities (other than pursuant to existing outstanding options under Seller's Equity Plans), the Business or any portion of the Purchased Assets, including any merger, consolidation or other business combination with or involving Seller, or any acquisition of or subscription for any portion of the shares or equity interests or other securities of Seller (an "Acquisition Transaction"). Seller covenants that from the date hereof through the Closing Date, Seller will not, directly or indirectly, enter into or authorize, or permit any Affiliate or representative to enter into, any negotiation, letter of intent, commitment, agreement, understanding, or agreement in principle with any third party for an Acquisition Transaction. Seller covenants and agrees to inform Buyer in writing within [***] hours following the receipt by Seller, its Affiliates or representatives of any inquiry, proposal, offer or bid (including the terms thereof and the identity of the Person making such inquiry, proposal, offer or bid) in respect of any Acquisition Transaction.

5.8 Governmental Filings.

(a) As promptly as practicable after the execution of this Agreement, each party to this Agreement (i) shall make all filings (if any) and give all notices (if any) required to be made and given by such party in connection with the transactions contemplated by this Agreement, and (ii) shall use all reasonable efforts to obtain all consents and approvals (if any) required to be obtained (pursuant to any applicable law or Contract, or otherwise) by such party in connection with or to give full effect to transactions contemplated by this Agreement; *provided, however*, that (A) Seller and, to the extent applicable, the Seller's Affiliates shall be responsible for making all filings with and obtaining all such consents and approvals from Governmental Entities pursuant to laws applicable to Seller and, to the extent applicable, the Seller's Affiliates, respectively, or their respective businesses or properties, and for obtaining all such consents and approvals (if any) required to be obtained from parties to Assigned Contracts by which Seller or, to the extent applicable, its Affiliates, respectively, or their respective properties are bound; (B) Buyer shall be responsible for making all filings with and obtaining all such consents and approvals from Governmental Entities pursuant to laws applicable to Buyer or its business or properties; and (C) Buyer shall only be obligated to provide Seller with such assistance and information as is reasonably required from Buyer to make such filings or to obtain such consents and approvals.

(b) Each party to this Agreement shall promptly deliver to the other parties a copy of each such filing made, each such notice given and each such consent obtained by such party during the Pre-Closing Period. Each party shall promptly provide the other parties with copies of all filings made by the other party with any state, federal or foreign Governmental Entity in connection with this Agreement and the transactions contemplated hereby.

(c) Notwithstanding anything to the contrary hereunder, Buyer and its Affiliates shall not be obligated to consent to any divestitures, operational limitations or activities or other conditions in connection with obtaining said consents or approvals nor to make any out-of-pocket expenses in connection with obtaining any such consents or approvals.

5.9 Notification of Certain Matters. Seller shall give prompt notice to Buyer of (i) the occurrence or non-occurrence of any event, the occurrence or non-occurrence of which is likely to cause any representation or warranty of Seller contained in this Agreement to be untrue or inaccurate at or prior to the Closing and (ii) any failure of Seller to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.9 shall not limit or otherwise affect or be deemed to cure any breach of a representation, warranty, covenant, or agreement or to satisfy any condition to Closing.

5.10 Employment Matters.

(a) On the date hereof, (i) each of the employees set forth on **Schedule 5.10(a)** (each a "Key Employee" and collectively, the "Key Employees"), shall have entered into the Employment Agreement as a new employee with Buyer or its designated Affiliate, effective as of the Closing Date, and (ii) Seller shall have terminated all employment agreements and other arrangements with each of the Key Employees, effective as of the Closing Date (or such other date agreed in writing by the parties hereto), and each such Key Employee shall execute and deliver to Seller the Waiver and Release Letter.

(b) Prior to the Closing, (i) Buyer shall offer to the employees of Seller set forth on **Schedule 5.10(b)** (together with the Key Employees, the "Identified Employees") employment as new employees of Buyer effective as of the Closing Date (or such other date agreed in writing by the parties hereto). Such employment arrangements will (A) be in the standard employment agreement form that Buyer or Buyer's designated Affiliate use, (B) [***], (C) be subject to and in compliance with Buyer's standard human resources policies and procedures, and (D) supersede any prior employment agreements and other arrangements with such Identified Employee in effect prior to the Closing Date with Seller or any other party, and (ii) Seller shall use its reasonable efforts that each such Identified Employee shall execute and deliver to Seller (with a copy to Buyer) the Waiver and Release Letter. Seller shall render reasonable assistance to encourage such Identified Employees to accept the Employment Agreement and sign the Waiver and Release Letter.

(c) Each Identified Employee (including Key Employees) who executes the applicable employment agreement with Buyer or Buyer's designated Affiliate and executes the Waiver and Release Letter shall be referred to herein as a "Re-hired Employee." Not later than upon the Closing (or such other date agreed in writing by the parties hereto), Seller shall terminate all employment agreements and other arrangements with each of the Re-hired Employees, effective as of the Closing Date (or such other date agreed in writing by the parties hereto), or if not permitted under applicable law, as soon as possible thereafter.

(d) Seller shall be liable to and shall pay in the time required by law any and all payments owing to the Re-hired Employees according to any applicable law and/or Contract in connection with their employment with Seller and the termination thereof in accordance with the Waiver and Release Letter. Seller shall pay and release to all Re-hired Employees any and all applicable payments or rights, including salaries, prior notice, retention bonuses, redemption of unused vacation days, managers' insurance policies, employer's social security matching funds, workers' compensation payments, release of education funds, release of pension funds, severance pay funds, and any other funds (including with respect to stock options or similar equity rights granted to such Re-hired Employee in Seller ("Employee Options")) to which any of such Re-hired Employees is entitled through the Closing Date (by applicable law, custom or Contract), including any expenses and Taxes associated therewith, and pay to such Re-hired Employee the balance of severance pay, if any and solely with respect to such Re-hired Employees, if any, which are not subject to Section 14 of the Severance Law, payable to him or her and provide compensation with respect to Employee Options in accordance with Section 5.13 hereof.

(e) Notwithstanding any confidentiality, non-compete or intellectual property ownership obligations of any Re-Hired Employee to Seller, or any Affiliate thereof, all Re-hired Employees shall be permitted, as of the Closing Date, to engage in the Seller's Business on behalf of Buyer and Buyer's Affiliates.

(f) Seller shall retain all obligations and liabilities (including any and all prior notice payments and other employment and severance benefits as is required by applicable law, custom or agreement, as well as liability with respect to employee stock options) related to the employment (and termination, if applicable) of any Seller employee that accrued before, during or after the Closing Date; *provided, however*, that any liability with respect to any Re-hired Employees relating to the agreements between Buyer or its Affiliates and such Re-hired Employees following the Closing Date shall be Buyer or its Affiliates.

(g) [***].

5.11 Reasonable Efforts; Further Assurances; Cooperation.

(a) Subject to the other provisions of this Agreement, the parties hereto shall each use their reasonable efforts to perform their obligations herein and to take, or cause to be taken or do, or cause to be done, all things necessary, proper or advisable under applicable law to satisfy all conditions to the obligations of the parties under this Agreement and to cause the transactions contemplated herein to be consummated in the most expeditious manner practicable in accordance with the terms hereof and shall cooperate fully with each other and their respective representatives in connection with any steps required to be taken as a part of their respective obligations under this Agreement. In addition, Seller agrees that if Buyer is required under any federal, state or local rules, regulations or laws to perform an audit of the Business then Seller shall cooperate with Buyer and Buyer's accountants in all reasonable respects, including providing access to Seller's books and records and work papers during normal business hours.

(b) Without derogating from the generality of the foregoing, Seller shall (i) obtain the consents (or in lieu thereof waivers) that are listed in, and in the manner and timing set forth on, Schedule 5.11A hereto and (ii) use its reasonable efforts to obtain the consents (or in lieu thereof waivers) that are listed in, and in the manner and timing set forth on, Schedule 5.11B hereto.

(c) Seller shall use its reasonable efforts to terminate and amend, as applicable, the Contracts listed in, and in the manner and timing set forth, Schedule 5.11C hereto.

(d) By way of execution of this Agreement, the parties hereby agree that the SDM Agreements shall, subject to and effective as of the Closing, terminate.

5.12 Public Announcements. No party will issue any press release or make any other public announcement relating to the transactions contemplated by this Agreement without the prior consent of the other parties, except that a party may make any public disclosure required to be made under applicable law (in the case of Buyer, including applicable securities laws and stock exchange rules) if such party determines in good faith that it is necessary to do so and, if practicable, gives prior notice to the other parties.

5.13 Treatment of Employee Options. Seller undertakes to comply with the provisions relating to the treatment of Employee Options set forth in Schedule 5.13A hereto. Buyer undertakes to comply with the provisions relating to the grant of equity-based grants to Re-Hired Employees set forth in Schedule 5.13B hereto.

5.14 Corporate Name; Corporate Existence.

(a) Within 30 days following the Closing, Seller shall change its corporate name to a new name bearing no resemblance to its present name.

(b) Seller undertakes, following the Closing, to use the proceeds from the Closing Payment (and any Contingent Payments) to satisfy all amounts owed to creditors in full prior to making any distribution or other payment to its shareholders.

(c) Seller undertakes, for a period of at least [***] months after Closing, not to liquidate or dissolve, or commence action to do so; *provided however* that [***].

ARTICLE 6

CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer hereunder to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by Buyer in its sole discretion):

6.1 Representations and Warranties. Each of the Fundamental Representations made by Seller in this Agreement shall be true and correct when made and, except to the extent such representations and warranties speak as of an earlier date, shall be true and correct in all respects on and as of the Closing Date, as though made on that date. Each of the other representations and warranties made by Seller in this Agreement shall be true and correct when made and, except to the extent such representations and warranties speak as of an earlier date, shall be true and correct in all material respects (except for such representations and warranties which are qualified by materiality shall be true and correct in all respects) on and as of the Closing Date, as though made on that date.

6.2 Performance. Seller shall have performed and complied with, in all material respects, each agreement, covenant and obligation [***] required by this Agreement to be so performed or complied with by Seller at or before the Closing.

6.3 Closing Certificates. Seller shall have delivered to Buyer (A) a certificate, dated the Closing Date and validly executed by the Secretary of Seller, certifying as to (i) the terms and effectiveness of the Seller Charter Documents, and (ii) the valid adoption of the Required Corporate Consents, and (B) a certificate, dated the Closing Date and validly executed by the Chief Executive Officer of Seller, certifying that all conditions to Closing set forth in this Section 6 have been satisfied

6.4 Orders and Laws. There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

6.5 Regulatory Consents and Approvals. All consents, approvals and actions of, filings with and notices to any Governmental Entity necessary to permit Buyer and Seller to perform their obligations under this Agreement and to consummate the transactions contemplated hereby shall have been duly obtained, made or given, and all terminations or expirations of waiting periods imposed by any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement shall have occurred.

6.6 Releases from All Liens. Releases from all Liens against the Purchased Assets, if any, shall have been obtained in form reasonably satisfactory to Buyer.

6.7 Deliveries. Seller shall have executed and delivered to Buyer the Collateral Agreements.

6.8 No Material Adverse Effect. No Material Adverse Effect shall have occurred since the date of this Agreement.

6.9 Non-Competition and Non-Solicitation Agreements. The Non-Competition Agreements executed by Seller, Seller Key Shareholders and each of the Key Employees as contemplated by Section 5.6 were not cancelled.

6.10 Employees. Each of the Key Employees as well as the applicable portion of the Identified Employees set forth in **Schedule 6.10** shall be employees of Seller immediately prior to the Closing and shall have accepted Buyer's (or Buyer's designated Affiliate's) offer of employment to become an employee of Buyer (or Buyer's designated Affiliate) immediately following the Closing and shall have executed and delivered to Buyer an Employment Agreement and to Seller (with copy to Buyer) the Waiver and Release Letter.

ARTICLE 7

CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller hereunder to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by Seller in its sole discretion):

7.1 Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct when made in all material respects and, except to the extent such representations and warranties speak as of an earlier date, shall be true and correct in all material respects (except for such representations and warranties which are qualified by materiality shall be true and correct in all respects) on and as of the Closing Date, as though made on that date.

7.2 Performance. Buyer shall have performed and complied with, in all material respects, each agreement, covenant and obligation [***] required by this Agreement to be so performed or complied with by Buyer, at or before the Closing.

7.3 Deliveries. Buyer shall have executed and delivered to Seller (i) the Collateral Agreements, and (ii) a certificate, dated the Closing Date and validly executed by an authorized officer of Buyer, certifying that all conditions to Closing set forth in this Section 7.1 and 7.2 have been satisfied.

7.4 Purchase Price. The Buyer shall have delivered to Seller the payment described in Section 2.4(a)(i) in accordance with the terms of Article 2.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnity Holdback Amount; Limitations on Seller's Indemnification Obligations.

(a) Indemnity Holdback Amount. At Closing, Buyer will retain the Indemnity Holdback Amount, which will be used (i) other than in the case of fraud, willful breach or intentional misrepresentation by Seller, as the sole security for the satisfaction of indemnification obligations of the Seller under clause (i) of Section 8.3(a), or (ii) as partial security for the satisfaction of indemnification obligations of the Indemnifying Parties under the other clauses of Section 8.3(a).

(b) Release of Indemnity Holdback Amount.

(i) Within [***] days after the 15-month anniversary of the Closing Date, an amount equal to the difference of (A) the Indemnity Holdback Amount *minus* (B) the then applicable Indemnity Retention Amount will be distributed to Seller (the "Holdback Release Amount"). The 15-month plus [***]-days' anniversary of the Closing Date will be referred to in this Agreement as a "Termination Date" and any disbursements of the Holdback Release Amount made on the Termination Date, together with the Final Distribution Amount, will be referred to in this Agreement as the "Distribution Amounts". All distributions made pursuant to this section will be made in accordance with Section 8.1(b)(iii).

(ii) After the final resolution of all pending and unsatisfied or unresolved indemnification claims, if any, the Final Distribution Amount will be distributed to the Seller in accordance with Section 8.1(b)(iii).

(iii) Within [***] Business Days after the Termination Date or the final resolution of all pending and unsatisfied or unresolved indemnification claims, as applicable, the applicable Distribution Amount will be distributed to Seller. Notwithstanding the foregoing, in the event a Buyer Indemnified Party offsets Losses from the Indemnity Holdback Amount in accordance herewith and Seller fails to replenish the Indemnity Holdback Amount in accordance with Section 8.1(c), then the amount of any payment that would otherwise be made to Seller in accordance with this Section 8.1(b)(iii) will be reduced dollar for dollar based on the amount of Losses that were offset by Buyer against Seller.

(c) Replenishment of Indemnity Holdback Amount. In the case of a claim for indemnification against Seller by virtue of Section 8.3(a), other than with respect to claims for indemnity under [***] (any such claims, "Indemnifying Party Specific Claims"), the Buyer Indemnified Parties will have the right, subject to the limitations set forth herein, including in Sections 8.1(d) and 8.1(f) below, to (1) offset the applicable Losses from the Indemnity Holdback Amount, in which case Seller will be obligated to promptly pay to Buyer the amount of Losses in order to replenish such portion of the Indemnity Holdback Amount, (2) offset the applicable Losses from the Contingent Payments, and/or (3) pursue the indemnification claim directly against Seller in accordance with the terms of this Agreement (and Seller will be required to indemnify the Buyer Indemnified Parties for all Losses arising from such claim for indemnification subject to the limitations set forth herein, including in Section 8.1(d) below).

(d) Indemnity Limitations.

(i) Except with respect to any fraud, willful breach or intentional misrepresentation by Seller, the maximum liability for Seller's indemnification obligations for Losses (as defined below) hereunder incurred or suffered by any Buyer Indemnified Party (as defined below), directly or indirectly, in connection with any indemnity claim under (i) clause (i) of Section 8.3(a), shall not exceed Indemnity Holdback Amount, (ii) [***] shall not exceed [***]% of the Purchase Price, and (iii) [***], shall not exceed [***]% of the Purchase Price.

(ii) No Buyer Indemnified Party shall be entitled to any recovery pursuant to any indemnity claim under clause (i) of Section 8.3(a), unless and until the amount of Losses for which all Buyer Indemnified Parties are otherwise entitled to indemnification pursuant to Article 8 exceeds \$250,000 (the "Indemnity Basket"), *provided, however*, that to the extent the amount of Losses exceeds the Indemnity Basket, such Buyer Indemnified Party shall be entitled to recover all such Losses.

(iii) [***].

(e) Purchaser's Right of Offset. For the sake of clarity, subject to the terms of this Article 8, including the limitations set forth in Section 8.1(d) above and Section 8.2 below, Buyer may seek recovery for the satisfaction of indemnification obligations under Section 8.3(a) in the form of a reduction and setoff against the Contingent Payments otherwise payable to Seller hereunder.

(f) No Double Counting. It is clarified that in the event that a particular matter entitles an Indemnified Party to indemnification pursuant to more than one clause of this Article 8, such Indemnified Party may institute a claim for indemnification hereunder based on any or all such provisions. However, in the event that a particular matter entitles an Indemnified Party to indemnification pursuant to more than one clause of this Article 8, such Indemnified Party shall be entitled to recover a particular dollar amount of Losses associated with such matter only once and in no event shall an Indemnified Party be entitled to recover an aggregate amount exceeding the amount of such Losses.

8.2 Survival of Representations, Warranties, Covenants and Agreements.

(a) The representations and warranties of Seller and Buyer contained in this Agreement, or in any certificate or other instrument delivered pursuant to this Agreement on the Closing Date, shall survive the Closing Date and continue until the date which is 15 months after the Closing Date (the "Survival Period"); *provided, however*, that (i) the Survival Period with respect to [***] shall survive the Closing and continue until the date which is [***] after the Closing Date; (ii) the Survival Period with respect to [***] shall survive the Closing and continue until the date which is [***] days after the expiration date of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof); and (iii) if, at any time prior to the expiration of the applicable Survival Period, any Buyer Indemnified Parties delivers to Seller (or Seller Indemnified Party delivers to Buyer) a written notice alleging a breach of any of the representations and warranties made by the other party and asserting a claim for recovery under this Article 8, then the claim asserted in such notice shall survive the Survival Period. The Survival Period for all of the covenants, agreements, and obligations of the parties under this Agreement, unless specifically provided otherwise, will be in accordance with the respective terms thereof, subject to any applicable statute of limitations (including any extensions thereof).

(b) The right to indemnification, payment of Losses or any other remedy will not be affected by any investigation conducted by Buyer or its representatives with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any representation, warranty, covenant or agreement made by Seller or any other matter. The waiver of any condition based on the accuracy of any such representation or warranty, or on the performance of or compliance with any such covenant or agreement, will not affect the right to indemnification, payment of Losses, or any other remedy based on any such representation, warranty, covenant or agreement. No Buyer Indemnified Party shall be required to show reliance on any representation, warranty, certificate or other agreement in order for such Indemnified Party to be entitled to indemnification hereunder.

8.3 Indemnification.

(a) Seller agrees to indemnify, defend and hold Buyer and its employees, officers, directors and Affiliates (the "Buyer Indemnified Parties"), harmless from and against all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees and expenses of investigation and defense (hereinafter individually a "Loss" and collectively "Losses") incurred or suffered by any Buyer Indemnified Party, directly or indirectly, as a result of, or in connection with:

(i) any breach or inaccuracy of any representation or warranty of Seller (other than the Fundamental Representations) contained in this Agreement or any document, certificate, or agreement delivered in connection hereto;

(ii) any breach or inaccuracy of any Fundamental Representations contained in this Agreement or any document, certificate, or agreement delivered in connection hereto;

(iii) any failure by Seller to perform or comply with any covenant of the Seller contained in this Agreement or any document, certificate, or agreement delivered in connection hereto;

(iv) liabilities of Seller arising out of the Seller's ownership, operation or use of the Products, the Purchased Assets, or the Business before the Closing (inclusive); it being agreed that, solely with respect to the SDM Agreements, the indemnity under this clause (iv) shall be subject to the indemnification arrangements (including survival thereof) and allocation of obligations and liabilities between the parties set forth in the SDM Agreements (assuming termination thereof as of the Closing);

(iv) Losses arising from or related to the Retained Liabilities or Retained Assets (in each case, whether before or after Closing);

- (v) Losses arising from or related to the Re-hired Employees with respect to the period prior to the Closing;
- (vi) Losses arising from any claim by any holder of Seller shares or stock options or other equity securities in connection with this Agreement or with the transactions contemplated hereunder;
- (vii) the matters set forth in **Schedule 8.3(a)(vii)** hereto; and
- (viii) the matters set forth in **Schedule 8.3(a)(viii)** hereto.
- (b) The Buyer agrees to indemnify, defend and hold the Seller and its respective employees, officers, directors and Affiliates (the "Seller Indemnified Parties," and with the Buyer Indemnified Parties, the "Indemnified Parties"), harmless from and against all Losses incurred or suffered by any Seller Indemnified Party, directly or indirectly, as a result of, or in connection with:
- (i) any breach or inaccuracy of any representation or warranty of Buyer contained in this Agreement or any document, certificate, or agreement delivered in connection hereto;
- (ii) any failure by Buyer to perform or comply with any covenant of Buyer contained in this Agreement or any document, certificate, or agreement delivered in connection hereto;
- (iii) the Assumed Liabilities;
- (iv) the ownership, operation or use of the Products or the Purchased Assets by Buyer or any of its Affiliates, in each case after the Closing Date; it being agreed that, solely with respect to the SDM Agreements, the indemnity under this clause (iv) shall be subject to the indemnification arrangements (including survival thereof) and allocation of obligations and liabilities between the parties set forth in the SDM Agreements (assuming termination thereof as of the Closing); and
- (v) the Re-Hired Employees Liabilities.

8.4 Direct Claims.

(a) Any Indemnified Party who believes it may be entitled to indemnification pursuant to this Article 8 may make an indemnification claim by delivering a claim certificate (a "Claim Certificate") to the Seller, in case of Buyer Indemnified Parties, or to Buyer, in case of Seller Indemnified Parties, ("Indemnifying Party"), which Claim Certificate shall: (i) state, to the extent reasonably capable of estimation, a good faith estimate of the amount of Losses such Indemnified Party claims to have so incurred or suffered or reasonably believes in good faith it may incur or suffer as separate individual items, and the Indemnified Party may update such estimate from time to time by written notice; and (ii) specify in reasonable detail (based upon the information then possessed by the Indemnified Party) the nature of the claim for which indemnification is being sought and the Section of this Agreement that claiming party believes has been breached or relevant. The delivery of the Claim Certificate shall be made no later than the lapse of the applicable Survival Period. Except with respect to a Claim Certificate submitted following the applicable Survival Period, the sole and exclusive remedy for any defective Claim Certificate shall be a demand for cure of such defect and delivery of a conforming Claim Certificate. Upon receipt of the Buyer or Seller's request (as applicable), the Indemnified Party shall promptly provide supporting documentation or evidence reasonably requested to support the Claim Certificate.

(b) In the event that Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or claims specified in any Claim Certificate, it shall, within [***] calendar days after receipt by the Indemnifying Party of such Claim Certificate, deliver a notice to such effect, specifying in reasonable detail the basis for such objection, and all applicable parties shall, within [***] days beginning on the date of receipt by the Indemnified Party of such objection, attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims. If they shall succeed in reaching agreement on their respective rights with respect to any of such claims, they shall promptly prepare and sign a memorandum setting forth such agreement. Should they be unable to agree as to any particular item or items or amount or amounts within such time period, then the Indemnified Party shall be permitted to submit such dispute for resolution as set forth in Section 10.7 hereof. Claims for Losses specified in any Claim Certificate to which there is no objection in writing by the applicable party within [***] days of receipt of such Claim Certificate shall be deemed final and binding.

8.5 Third Party Claims.

(a) In the event of the assertion or commencement by any Person of any claim or Legal Proceeding (whether against Seller, against Buyer or against any other Person) with respect to which any of the Indemnified Parties shall have the right to seek indemnification pursuant to this Article 8, the Indemnified Party shall give the Indemnifying Party prompt notice of the commencement of any such Legal Proceeding; *provided, however*, that any failure to do so in a timely manner shall not limit any of the rights of the indemnitees under this Article 8 (except, and only to the extent, such failure materially prejudices the defense of such Legal Proceeding). Promptly after receipt of such notice, but not later than [***] days thereafter, the Indemnifying Party shall be entitled to notify the Indemnified Party that it will participate, at the expense of the Indemnifying Party, in the defense of such third party claim. The Indemnifying Party may also assume the defense of such claim if all of the following conditions are met (it being understood that if any of these conditions is not met or if Indemnifying Party determines not to promptly assume and diligently pursue such defense, Indemnified Party shall be entitled to assume and control the defense):

- (i) within said [***] period, Indemnifying Party confirms in writing the obligation thereof to indemnify the Indemnified Parties with respect to such claim;
- (ii) the Indemnified Parties, in their reasonable discretion, do not notify the Indemnifying Parties that they have determined that a conflict of interest exists, which makes separate representation advisable;

- (iii) the claim does not involve a claim for injunctive or other similar equitable relief against the Indemnified Parties;
- (iv) the claim does not involve any criminal Law claim against the Indemnified Parties; and
- (v) [***].

Even if the Seller assumes and controls the defense, no third party claim shall be settled or compromised by the Seller without the prior written consent of Buyer (not to be unreasonably withheld). If the Seller is entitled, and elects to assume, the defense of any such claim or proceeding, the Buyer Indemnified Parties shall not pay, or permit to be paid, any part of any claim or demand arising from such asserted liability unless the Seller consents in writing to such payment (such consent not to be unreasonably withheld).

To the extent the Buyer or any other Buyer Indemnified Party assumes and control the defense, no third party claim shall be settled or compromised by them without the prior written consent of the Seller (not to be unreasonably withheld), except that Buyer may proceed without obtaining such consent, in which case, such settlement or compromise shall not serve as evidence of either (A) that the third party claim is indemnifiable hereunder by Seller or (B) the amount of indemnifiable Losses incurred by the Buyer Indemnified Parties in connection with such claim.

Assumption by the Indemnified Parties of control of any defense, compromise, or settlement of a third party claim in accordance herewith shall not be deemed a waiver by of their right to indemnification hereunder.

If the Indemnifying Parties elect not to (or is deemed to have elected, based on the time frames set forth herein, not to) assume the defense of a third party claim, are not entitled to assume, or otherwise dispute that the third party claim is indemnifiable under this Article 8, the determination of whether the Indemnified Parties are entitled to indemnification hereunder shall be resolved pursuant to Section 10.7 hereof.

8.6 Exclusive Remedies. From and after the Closing, the rights of Buyer Indemnified Parties and Seller Indemnified Parties under this Article 8 shall be their sole and exclusive remedy with respect to claims resulting from or relating to any representation, warranty, covenant or agreement contained in this Agreement. Notwithstanding the foregoing sentence or anything to the contrary hereunder (including Sections 8.1 and 8.2 hereof), each of Buyer Indemnified Parties and Seller Indemnified Parties shall be (a) entitled to seek any available remedy of law or equity (including rescission or restitution) with respect to fraud, intentional misrepresentation and/or intentional breach, (b) entitled to seek injunctive relief to enjoin the breach, or threatened breach, of any provision of this Agreement, and (c) entitled to seek the equitable remedy of specific performance in connection with this Agreement.

ARTICLE 9

TERMINATION

9.1 Termination. Except as provided in Section 9.2, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing only in the following circumstances:

(a) by mutual written consent of Buyer and Seller;

(b) by Buyer or Seller if the Closing has not occurred within [***] calendar days following the date hereof; provided that [***];

(c) by Buyer or Seller if (i) there shall be a final nonappealable order of a competent court in effect preventing consummation of the transactions contemplated hereby; or (ii) there shall be any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transactions contemplated by this Agreement by any Governmental Entity that would make consummation of the transactions contemplated by this Agreement illegal;

(d) by Buyer if there shall be any action taken, or any statute, rule, regulation or order enacted, promulgated or issued or deemed applicable to the transaction contemplated by this Agreement by any Governmental Entity, which would: (i) prohibit Buyer and/or any of its Affiliates' ownership or operation of any portion of the Purchased Assets or (ii) compel Buyer and/or any of its Affiliates to dispose of or hold separate all or a portion of the assets of the business of Buyer and/or any of its Affiliates as a result of the transactions contemplated by this Agreement;

(e) by Buyer if it is not in material breach of its obligations under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and such breach has not been cured within [***]calendar days after written notice to Seller; provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured;

(f) by Seller if it is not in material breach of its obligations under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Buyer and such breach has not been cured within [***]calendar days after written notice to Buyer; provided, however, that no cure period shall be required for a breach which by its nature cannot be cured; or

(g) by Buyer if a Material Adverse Effect shall have occurred after the date of this Agreement.

9.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party hereto, or its Affiliates, officers, directors, or shareholders; provided that [***].

ARTICLE 10

GENERAL

10.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any Person other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

10.2 Notices. All notices, requests, demands, claims, and other communications that are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by electronic mail; and the Business Day after being sent if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express). In each case, notice will be sent to the following (or to such other place and with such other copies as either party may designate as to itself by written notice to the others that is made pursuant to this provision):

if to Buyer:

Radware Ltd.
22 Raoul Wallenberg Street
Tel Aviv 6971917, Israel
Fax: +972-3-766-8982
Email: [***]
Attention: [***]

with required copies (which shall not constitute notice) to:

Goldfarb Seligman & Co.
Ampa Tower, 98 Yigal Alon Street
Tel Aviv 67891, Israel
Fax: [***]
Email: [***]
Attention: Ido Zemach, Adv.

and

Gross & Co.
One Azrieli Center, Round Building
132 Menachem Begin Road
Tel Aviv 6701101, Israel
Email: [***]
Attention: Richard J. Mann

If to Seller: SecurityDam Ltd.
24 Raoul Wallenberg Street
Tel-Aviv 6971920, Israel
Email: [***]
Attention: Yehuda Zisapel

with required copies (which shall not constitute notice) to:

RAD-Bynet Group Legal Department
24 Raoul Wallenberg Street
Tel-Aviv 6971920, Israel
Fax: [***]
Email: [***]
Attention: Yael Langer, General Counsel

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs, executors and personal representatives.

10.4 Entire Agreement; Modification; Waiver. This Agreement, the Collateral Agreements, and the schedules and exhibits attached to this Agreement set forth the entire agreement of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding (including the letter of intent between the parties) pertaining to any such matter shall be effective for any purpose. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the parties (and, in the case of Buyer, with the approval of the Buyer Special Committee). No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver (and, in the case of Buyer, with the approval of the Buyer Special Committee).

10.5 Attorneys' Fees. Subject to the provisions of Article 8, in any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to damages, injunctive or other relief, to its reasonable costs and expenses, and reasonable attorneys' fees, according to the applicable arbitrator's or court's decision.

10.6 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement and the exhibits hereto.

10.7 Governing Law; Venue.

(a) This Agreement shall be governed by and construed exclusively under the laws of the State of Israel without regard to the conflict of laws provisions thereof.

(b) All disputes arising out of or in connection with this Agreement shall be finally settled by final and binding arbitration, to be conducted by a sole arbitrator and in accordance with the rules of the Israeli Arbitration Law, 1968 (the "Arbitration Law"), except as otherwise provided herein. The arbitration shall be conducted in Tel-Aviv, Israel or such other place mutually acceptable to the parties. The arbitration (including any document submitted or filed therein, other than such transaction documents which are worded in English) shall be in Hebrew. The arbitrator, who shall be a person with relevant knowledge and experience in the subject matter of the dispute (the "Arbitrator"), shall be appointed by the parties, and if no agreement is reached on the identity of the Arbitrator within [***] days following the submission of such dispute to arbitration, the identity of the Arbitrator will be determined by the President of the Israeli Bar Association after considering a non binding list of candidates that may be submitted to him/her by each of the parties. The parties agree to use all reasonable efforts to cause the arbitration hearing to be conducted within [***] days after the appointment of the Arbitrator and to use all reasonable efforts to cause the decision of the Arbitrator to be furnished within 30 days after the conclusion of the arbitration hearing. The cost of the Arbitrator shall be borne equally by the parties. The decision of the Arbitrator shall be in writing, state the reasons upon which it is based and shall be final and binding upon the parties. The Arbitrator shall not be bound by procedure law or rules of evidence and shall have no authority to issue any injunctions, orders or other interlocutory remedies, but will rule consistent with the substantive law of the State of Israel. Any decision of the Arbitrator may be enforced in any court of competent jurisdiction. This Section constitutes an Arbitration Agreement in accordance with the Arbitration Law. In the event of any contradiction between the provisions hereof and the Arbitration Law, the provisions of this Section shall prevail. All aspects of the arbitration shall be treated as confidential and none of the parties hereto (or any Indemnified Parties) may disclose the existence, content or results of an arbitration, except as may be required by applicable law or, in the case of Buyer, also the rules of any stock exchange on which its securities are listed for trading. Before making any such disclosure, such party shall give written notice to the other parties and shall afford such parties a reasonable opportunity to protect their interests.

10.8 Assignment. This Agreement may not be assigned by Seller without the prior written consent of Buyer. Buyer shall have the right to assign this Agreement; provided that any such assignee agrees in writing to assume and fulfil and perform the obligations of Buyer.

10.9 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

10.10 Counterparts. This Agreement may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

10.11 Severability. If any provision of the Agreement is held to be invalid or unenforceable at law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from the Agreement without affecting the validity or enforceability of the remaining provisions.

10.12 Interpretation. In this Agreement, (a) the words “include,” “includes” and “including” shall be deemed in each case to be followed by the words “without limitation,” (b) “Knowledge or “known” shall mean, with respect to any party, the actual knowledge of the directors and executive officers of such party after reasonable inquiry of the matter in question, (c) the phrases “delivered” or “made available” shall mean that the information referred to has been physically or electronically delivered to the relevant parties (including, in the case of “made available” to Buyer, material that has been posted and thereby made available to Buyer through the on line “virtual data room” established by Seller if such material was made available at least [***] Business Days prior to the date hereof), and (d) whenever it refers to a consent “which shall not be unreasonably withheld” and words of similar import, it will mean a consent “which shall not be unreasonably withheld, conditioned or delayed. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.13 Extension; Waiver. At any time prior to the Closing, Buyer or Seller may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions for the benefit thereof contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of all of the parties hereto (and, in the case of Buyer, with the approval of the Buyer Special Committee).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

RADWARE LTD.

By: /s/ Gil Givoly

Name: Gil Givoly

Title: VP Finance

SECURITYDAM LTD.

By: /s/ Yehuda Zisapel

Name: Yehuda Zisapel

Title: Chairman of the Board

/s/ Kobi Danon

Kobi Danon

CEO

[Signature page to Asset Purchase Agreement]

Exhibit A-1
Form of Board Resolutions

Exhibit A-2
Form of Shareholders Resolutions

Exhibit B
Form of Non-Competition Agreement

Exhibit C
Form of Employment Agreement

Exhibit D
Form of Waiver and Release Letter

Exhibit E
Contingent Payments

In accordance with Section 2.4(a)(ii) of the Agreement, but subject to the terms and conditions set forth in the Agreement (including Section 2.4(c) and Article 8 thereof), Seller shall be entitled to receive the following Contingent Payments, subject to and in accordance with the terms and procedures set forth herein; *provided however* that, in no event shall the aggregate of Contingent Payments exceed \$12,500,000 (the "Maximum Payout Amount"); it being clarified that any amounts offset by the Buyer against any Contingent Payments which Buyer was entitled to offset pursuant to Article 8 of the Agreement ("Offset Amounts") shall be deemed to have been paid by the Buyer for purposes hereof and counted towards such Maximum Payout Amount:

1. **Certain Definitions**

"Contingent Payment" means a sum equal to [***]% of the Qualified Sales during the Revenue Period, but in no event more than the Maximum Payout Amount.

"Qualified Sales" means Buyer's consolidated revenue recognized from its cloud DDoS business during the applicable period (as determined in accordance with U.S. GAAP, as consistently applied by Buyer in its annual audited consolidated financial statements).

"Revenue Period" means the period between first calendar day immediately after the Closing Date (or, if such day is not the first calendar day of a month, the first calendar day of a month immediately after the Closing Date) and ending on the date on which the Contingent Payments to which Seller would be entitled (if it were not subject to the Maximum Payout Amount) hereunder are, in the aggregate, equal to or exceed the Maximum Payout Amount.

2. **Procedures**

The payment and procedures regarding the Contingent Payments shall be as follows:

- 2.1. Within [***] days following the approval by the Buyer's Board of Directors of the annual audited consolidated financial statements of Buyer of each fiscal year during the Revenue Period (commencing with the audited consolidated financial statements for the year ended December 31, 2022), Buyer shall send to the Seller a statement (each, a "**Revenue Earnout Statement**") the calculation of the Qualified Sales during the Revenue Period as well as the calculation of the Contingent Payment, if any, payable under such Revenue Earnout Statement.
- 2.2. The Seller may object to the Revenue Earnout Statement, no later than [***] days following delivery thereof, by way of delivering a written notice, executed by the Seller, to that effect to Buyer, providing details for the grounds for such objection pursuant to the Agreement (the "**Revenue Earnout Objection Notice**"). If the Seller does not timely deliver such Revenue Earnout Objection Notice or raises objections not in accordance with the Agreement, then the Revenue Earnout Statement shall be deemed final and binding for all intents and purposes and Buyer shall transfer the Contingent Payment, if any, specified in such Revenue Earnout Statement within [***] Business Days thereafter, to the Seller.

- 2.3. However, if the Seller timely delivers such Revenue Earnout Objection Notice, then, notwithstanding Section 10.7 of the Agreement, the dispute regarding such amount shall be resolved as follow:
- 2.3.1. Buyer and the Seller shall attempt to resolve any disagreements as to the computation of the Contingent Payment in good faith, and if it is so resolved, the Revenue Earnout Statement shall be modified as necessary to reflect such resolution and the Revenue Earnout Statement as so modified shall be conclusive and binding on all of the parties.
 - 2.3.2. However, if Buyer and the Seller do not reach, for whatever reason, a final resolution within [***] days after Buyer has received the Revenue Earnout Objection Notice, Buyer and the Seller shall jointly retain an independent accounting firm of recognized standing (the "CP Firm") to resolve any remaining disagreements. If Buyer and the Seller are unable to agree on the choice of the CP Firm within 14 days after the lapse of the said [***]-days period, then Buyer shall, within 7 days, suggest two firms out of the "big-four" accounting firm (or a successor), of which Seller shall select one as the CP Firm within [***] days thereafter.
 - 2.3.3. Buyer and the Seller shall direct the CP Firm to render a determination as soon as possible and, in any event, within [***] days after its retention.
 - 2.3.4. [***].
 - 2.3.5. [***].
 - 2.3.6. The Seller shall bear the fees and expenses of the CP Firm with respect to a dispute regarding the Contingent Payment; *provided, however*, that in the event that the CP Firm resolves in favor of the Seller for the payment of [***] that were not to be paid pursuant to the Buyer's initial Revenue Earnout Statement, the fees and expenses of the CP Firm shall be fully borne by the Buyer.
 - 2.3.7. Buyer shall be required to transfer to Seller any Contingent Payment in accordance with the final ruling of the CP Firm not previously paid within [***] Business Days after such ruling has been provided by the CP Firm.

3. **General**

- 3.1. There can be no assurance that any Contingent Payment will become payable hereunder, the amount or timing thereof. Without derogating from the generality of the foregoing and notwithstanding anything to the contrary hereunder, it is hereby clarified and agreed that [***].
- 3.2. For the avoidance of doubt, all of the Seller's obligations in respect of Contingent Payments shall automatically terminate upon the payment (or deemed payment in case of Setoff Amounts as stated in the first paragraph of this Exhibit) of the Maximum Payout Amount in accordance with the terms hereof.
- 3.3. For the sake of clarity, any dispute with respect to this Section 3 shall be determined in accordance with Section 10.7 of the Agreement.

Schedule A
Methodology (SDM Settlement Amount)

Schedule 2.1(d)
Information Technology Equipment List

Schedule 2.6
Bill of Sale and Assignment and Assumption
IP Assignment and Assumption Agreement

[**]

Schedule 3
Disclosure Schedule

Schedule 5.10(a)
List of Key Employees

Schedule 5.10(b)
List of Identified Employees

Schedule 5.11A
Required Consents

Schedule 5.11B
Reasonable Efforts Consents

Schedule 5.11C
Terminated and Amended Contracts

Schedule 5.13A
Treatment of Employee Options

Schedule 5.13B
Equity Grants to Re-hired Employees

Schedule 6.10
List of required Identified Employees for Closing

LIST OF SUBSIDIARIES

<u>Name of Subsidiary</u>	<u>Place of Incorporation</u>
Radware Inc.	New Jersey, United States
Radware UK Limited	United Kingdom
Radware France	France
Radware Srl	Italy
Radware GmbH	Germany
Nihon Radware KK	Japan
Radware Australia Pty. Ltd.	Australia
Radware Singapore Pte. Ltd.	Singapore
Radware Korea Ltd.	Korea
Radware Canada Inc.	Canada
Radware India Pvt. Ltd.	India
Kaalbi Technologies Limited Ltd.	India
Radware (India) Cyber Security Solutions Private Limited	India
Radware China Ltd. 睿伟网络科技（上海）有限公司	China
Radware (Hong Kong) Limited	Hong Kong
Radyoos Media Ltd.*	Israel
Radware Canada Holdings Inc.	Canada
Radware Iberia, S.L.U.	Spain
Edgehawk Security Ltd.	Israel
CNP Ltd.	Israel
CSR Cloud Security Ltd.	Israel

* We currently hold 91% of the shares of this company which ceased its activities since 2017. All other listed subsidiaries are wholly owned.

CERTIFICATION OF THE PRESIDENT AND CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Roy Zisapel, certify that:

1. I have reviewed this annual report on Form 20-F of Radware Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 11, 2022

/s/ Roy Zisapel
Roy Zisapel
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Guy Avidan, certify that:

1. I have reviewed this annual report on Form 20-F of Radware Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 11, 2022

/s/ Guy Avidan
Guy Avidan Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Radware Ltd. (the "Company") on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Roy Zisapel, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 11, 2022

/s/ Roy Zisapel
Roy Zisapel
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Radware Ltd. (the "Company") on Form 20-F for the year ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Guy Avidan, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 11, 2022

/s/ Guy Avidan
Guy Avidan Chief Financial Officer
(Principal Financial Officer)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 (Commission File Numbers 333-12156, 333-13818, 333-105213, 333-114668, 333-135218, 333-161796, 333-166673, 333-166674, 333-193124, 333-212608, 333-218987, 333-224246 and 333-232641) pertaining to the 1997 Key Employee Share Incentive Plan, as amended, and the 2010 Employee Share Purchase Plan of Radware Ltd. of our reports dated April 11, 2022, with respect to the consolidated financial statements of Radware Ltd. and its subsidiaries and the effectiveness of internal control over financial reporting of Radware Ltd. and its subsidiaries included in this Annual Report on Form 20-F for the year ended December 31, 2021.

Tel - Aviv, Israel
Date: April 11, 2022

/s/ KOST FORER GABBAY & KASIERER
KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global
