

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

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

MICROBOT MEDICAL INC.

(exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
Incorporation or Organization)

94-3078125
(I.R.S. Employer
Identification Number)

**25 Recreation Park Drive, Unit 108
Hingham, Massachusetts 02043**
(Address of Principal Executive Offices including Zip Code)

Microbot Medical Inc. 2020 Omnibus Performance Award Plan
(Full title of the plan)

**Harel Gadot, CEO
Microbot Medical Inc.
25 Recreation Park Drive, Unit 108
Hingham, Massachusetts 02043
(781) 875-3605**
(Name and address, including zip code, and telephone
number, including area code, of agent for service)

Copy to:
Stephen E. Fox, Esq.
Ruskin Moscou Faltischek, P.C.
1425 RXR Plaza, East Tower, 15th Floor
Uniondale, New York 11556
(516) 663-6580
(516) 663-6780 (facsimile)

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

Large accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer
Smaller reporting company
Emerging growth company

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

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.01 per share, issuable under the Microbot Medical Inc. 2020 Omnibus Performance Award Plan	1,420,652 shares	\$ 7.31(2)	\$ 10,384,966.12	\$ 1,133.00

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any shares of Microbot Medical Inc. (the “Registrant”) common stock that become issuable under the Microbot Medical Inc. 2020 Omnibus Performance Award Plan by reason of any stock split, recapitalization, stock dividend or other similar transaction or capital adjustment.

(2) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h)(1) under the Securities Act, on the basis of the average of the high (\$7.47) and low (\$7.15) reported prices of the shares of Common Stock of the Registrant as reported by the Nasdaq Capital Market on November 24, 2020, a date within five business days prior to the filing of this Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in this Part I will be sent or given to employees participating in the Microbot Medical Inc. 2020 Omnibus Performance Award Plan, as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the Securities and Exchange Commission (the "Commission"). These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents By Reference

The following documents previously filed with the Commission by Microbot Medical Inc. ("we," "us," "our", the "Company", or "Microbot") are hereby incorporated by reference in this Registration Statement:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed with the Commission on April 14, 2020;
- (b) The Company's Annual Report on Form 10-K/A (Amendment No. 1) for the fiscal year ended December 31, 2019, filed with the Commission on April 29, 2020;
- (c) The Company's Quarterly Reports on Form 10-Q for its fiscal quarters ended March 31, 2020, June 30, 2020 and September 30, 2020, filed with the Commission on May 15, 2020, August 14, 2020 and November 16, 2020, respectively;
- (d) The Company's Current Reports on Form 8-K, including any amendments thereto, filed with the Commission on February 25, 2020, February 28, 2020, March 3, 2020, April 1, 2020, May 7, 2020, June 19, 2020, August 3, 2020 and September 4, 2020; and
- (e) The description of the Company's Common Stock contained in its Registration Statement on Form 8-A, filed with the Commission on August 3, 1998, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or subsequent to the effective date hereof and prior to the filing of a post-effective amendment hereto that indicates that all securities offered hereby have been sold or that deregisters all such securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be incorporated by reference into this Registration Statement. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

You may contact the Company in writing or orally to request copies of the above-referenced filings, without charge (excluding exhibits to such documents unless such exhibits are specifically incorporated by reference into the information incorporated by reference into this Registration Statement). Requests for such information should be directed to:

Microbot Medical Inc.
25 Recreation Park Drive, Unit 108
Hingham, Massachusetts 02043
Attn: Corporate Secretary
Phone: (781) 875-3605

Item 4. Description of Securities

Not Applicable.

Item 5. Interests of Named Experts and Counsel

Not Applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 102 of the DGCL, permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

The foregoing discussion of indemnification merely summarizes certain aspects of indemnification provisions of, and is limited by reference to, the above discussed sections of the DGCL.

The Company's restated certificate of incorporation provides that the Company's Directors shall not be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exculpation from liabilities is not permitted under the DGCL as in effect at the time such liability is determined. The Company's restated certificate of incorporation further provides that the Company shall indemnify its directors and officers to the fullest extent permitted by the DGCL.

We maintain a directors' and officers' insurance policy pursuant to which our directors and officers are insured against liability for actions taken in their capacities as directors and officers. We believe that these indemnification provisions and insurance are necessary to attract and retain qualified directors and officers.

Indemnification Agreements

We have entered into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request.

Item 7. Exemption from Registration Claimed

Not Applicable.

Item 8. Exhibits

- 3.1 [Restated Certificate of Incorporation of the Company \(1\)](#)
- 3.2 [Certificate of Amendment to the Restated Certificate of Incorporation of the Company \(2\)](#)
- 3.3 [Certificate of Amendment to the Restated Certificate of Incorporation \(3\)](#)
- 3.4 [Certificate of Amendment to the Restated Certificate of Incorporation \(4\)](#)
- 3.5 [Amended and Restated By-Laws of the Company \(5\)](#)
- 4.1 [Microbot Medical Inc. 2020 Omnibus Performance Award Plan \(6\)](#)
- 4.2 [Form of Restricted Stock Unit Award Agreement under the Microbot Medical Inc. 2020 Omnibus Performance Award Plan](#)
- 4.3 [Form of NQO Award Agreement under the Microbot Medical Ltd. 2020 Omnibus Performance Award Plan](#)
- 4.4 [Form of Restricted Stock Award Agreement under the Microbot Medical Ltd. 2020 Omnibus Performance Award Plan](#)
- 4.5 [Form of SAR Award Agreement under the Microbot Medical Ltd. 2020 Omnibus Performance Award Plan](#)
- 4.6 [Form of ISO Award Agreement under the Microbot Medical Ltd. 2020 Omnibus Performance Award Plan](#)
- 5.1 [Opinion of Ruskin Moscou Faltischek, P.C.](#)
- 23.1 [Consent of Brightman Almagor Zohar & Co., a firm in the Deloitte Global Network](#)
- 23.2 [Consent of Ruskin Moscou Faltischek, P.C. \(contained in Exhibit 5.1 hereof\)](#)
- 24.1 [Power of Attorney \(included on Signature Page of this Registration Statement\)](#)

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- (1) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2006 and filed on March 15, 2007.
 - (2) Incorporated by reference to the Company's Current Report on Form 8-K filed on November 29, 2016.
 - (3) Incorporated by reference to the Company's Current Report on Form 8-K filed on September 4, 2018.
 - (4) Incorporated by reference to the Company's Current Report on Form 8-K filed on September 11, 2019.
 - (5) Incorporated by reference to the Company's Current Report on Form 8-K filed on May 3, 2016.
 - (6) Incorporated by reference from the Registrant's definitive proxy statement on Schedule 14A filed with the Commission on July 31, 2020.
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Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

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

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the “Securities Act”);
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) that are incorporated by reference in the registration statement;

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Hingham, Massachusetts on the 25th day of November, 2020.

MICROBOT MEDICAL INC.

By: /s/ Harel Gadot

Harel Gadot
Chairman, President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that the persons whose signatures appear below, severally constitute and appoint Harel Gadot and David Ben Naim, and each of them singly, as their true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for them and in their names, places, steads, in any and all capacities, to sign this Registration Statement to be filed with the Securities and Exchange Commission and any and all amendments (including post-effective amendments) to this Registration Statement, and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, and each of them singly, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, thereby ratifying and confirming all that said attorney-in-fact and agent or his or her substitute or substitutes, or any of them, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Harel Gadot</u> Harel Gadot	Chairman, President and Chief Executive Officer (principal executive officer)	November 25, 2020
<u>/s/ David Ben Naim</u> David Ben Naim	Chief Financial Officer (principal financial and accounting officer)	November 25, 2020
<u>/s/ Yoseph Bornstein</u> Yoseph Bornstein	Director	November 25, 2020
<u>/s/ Scott Burell</u> Scott Burell	Director	November 25, 2020
<u>/s/ Martin Madden</u> Martin Madden	Director	November 25, 2020
<u>/s/ Prattipati Laxminarain</u> Prattipati Laxminarain	Director	November 25, 2020
<u>/s/ Aileen Stockburger</u> Aileen Stockburger	Director	November 25, 2020
<u>/s/ Tal Wenderow</u> Tal Wenderow	Director	November 25, 2020

MICROBOT MEDICAL INC.
2020 OMNIBUS PERFORMANCE AWARD PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Microbot Medical Inc. (the "Corporation"), pursuant to the terms of the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan") and the Restricted Stock Unit Award attached to this Restricted Stock Unit Award Agreement, hereby grants to the individual named below the right to receive the number of shares of the Corporation's Common Stock on a deferred basis, also as is set forth below. The terms of this Restricted Stock Unit Award Agreement are subject to all of the provisions of the Plan and the attached Restricted Stock Unit Award, with such provisions being incorporated herein by reference.

- 1. Date of Grant: _____
- 2. Name of Participant: _____
- 3. Number of Units: _____ (each Unit representing one Share of Common Stock)
- 4. Vesting of Restricted Stock Units: [ADD APPENDIX CONTAINING PERFORMANCE VESTING PROVISIONS IF DESIRED]

VESTING DATE	NO. OF UNITS VESTED
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- 5. Date(s) or Event(s) of Distribution of Underlying shares of Common Stock: _____

The Participant acknowledges receipt of, and understands and agrees to be bound by all of the terms of, this Restricted Stock Unit Award Agreement, the attached Restricted Stock Unit Award and the Plan, and that the terms thereof supersede any and all other written or oral agreements between the Participant and the Corporation regarding the subject matter contained herein.

Microbot Medical Inc.

NAME OF PARTICIPANT:

By: _____
Title: _____
Date: _____

Date: _____

RESTRICTED STOCK UNIT AWARD

THIS AGREEMENT made as of the grant date set forth in Section 1 of the Restricted Stock Unit Award Agreement to which this Agreement is attached (the "Date of Grant") between Microbot Medical Inc. a Delaware corporation (hereinafter referred to as the "Corporation"), and the individual identified in Section 2 of the Restricted Stock Unit Award Agreement to which this Agreement is attached (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Corporation has adopted the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan"), providing for the grant of the right to receive shares of Common Stock of the Corporation (the "Stock") by Employees of the Corporation on a deferred basis; and

WHEREAS, the Plan's administrative committee (the "Committee") has authorized the grant of Restricted Stock Units to the Participant on the date of this Agreement, thereby allowing the Participant to acquire a proprietary interest in the Corporation in order that the Participant will have a further incentive for remaining with and increasing his or her efforts on behalf of the Corporation; and

WHEREAS, this Agreement is prepared in conjunction with and under the terms of the Plan, which are incorporated herein and made a part hereof by reference; and

WHEREAS, the Participant has accepted the grant of Restricted Stock Units and has agreed to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Award. The Corporation hereby grants to the Participant as a separate incentive in connection with his or her employment and not in lieu of any salary or other compensation for his services, an award of that number of Restricted Stock Units (as set forth in Item 3 of the Restricted Stock Unit Award Agreement to which this Agreement is attached) on the date hereof, subject to all of the terms and conditions in this Agreement and the Plan. Each grant of Restricted Stock Units grants to the Participant the right to receive shares of Common Stock of the Corporation (at the rate of one share of Common Stock for each Restricted Stock Unit) pursuant to the schedule set forth in Item 5 of the Restricted Stock Unit Award Agreement to which this Agreement is attached (but only to the extent such Restricted Stock Units are then-vested, as set forth in Sections 3, 4 and 5, below).

2. Restrictions on Restricted Stock Units. Except as otherwise provided in this Agreement, the restrictions on the Restricted Stock Units shall lapse in such amounts and upon such dates as set forth in Item 4 of the Restricted Stock Unit Award Agreement to which this Agreement is attached.

3. Committee Discretion to Accelerate Vesting. The Committee may decide, in its absolute discretion, to accelerate the lapse of any restrictions on the balance, or some lesser portion of the balance, of the Restricted Stock Units at any time. If so accelerated, such restrictions shall be considered to have lapsed as of the date specified by the Committee.

4. Forfeiture. As of the date of the Participant's Termination of Service [**for any reason**] [**for any reason other than [death or disability]**], the Restricted Stock Units as to which the restrictions described in Section 2, above, have **not** lapsed (either by satisfaction of such restrictions or by action of the Committee pursuant to the provisions of Section 3) shall thereupon be forfeited. [**Furthermore, as of the date the restrictions set forth in Section 2, above, have not lapsed because the applicable performance goals established by the Committee were not met, the Restricted Stock Units with respect to which such restrictions have not lapsed because such performance goals were not met shall thereupon be forfeited.**]

5. Continuous Service Required. The restrictions placed on the Restricted Stock Units, as described in Section 2 hereof, shall not lapse in accordance with any of the provisions of this Agreement unless the Participant shall have been in the continuous Service of the Corporation from the Date of Grant until the date such lapse occurs.

6. Withholding of Taxes. Notwithstanding anything in this Agreement to the contrary, no certificate representing shares of Stock may be delivered to the Participant upon the deferred distribution date set forth in Item 5 of the attached Restricted Stock Unit Award Agreement unless and until the Participant shall have delivered to the Corporation the minimum statutorily required amount of any federal, state or local income or other taxes which the Corporation may be required by law to withhold with respect to such shares of Stock. Pursuant to such procedures as may be established by the Committee in its discretion, the Participant may elect to satisfy any such income tax withholding requirement by having the Corporation withhold shares of Stock otherwise deliverable to the Participant or by delivering to the Corporation previously acquired shares of Common Stock provided that the Committee, in its discretion, may disallow satisfaction of such withholding by the delivery or withholding of any shares of Common Stock.

7. After the Death of the Participant. Any delivery of Stock to be made to the Participant under this Agreement shall, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no such beneficiary survives the Participant, his estate. Any transferee must furnish the Corporation with (a) written notice of his status as transferee, and (b) evidence satisfactory to the Corporation to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

8. Reservation of Shares of Stock. The Corporation shall at all times during the term of this Agreement reserve and keep available such number of shares of the Common Stock as will be sufficient to satisfy the requirements of this Agreement. The shares of Common Stock deliverable to the Participant may be either previously authorized but unissued shares or issued shares which have been required by the Corporation.

9. No Rights of Stockholder. Neither the Participant nor any person claiming under or through the Participant shall be, or have any of the rights or privileges of, a stockholder of the Corporation in respect of any shares of Stock deliverable on a deferred basis hereunder unless and until certificates representing such shares of Stock shall have been issued, recorded on the records of the Corporation or its transfer agents or registrars, and delivered to the Participant.

10. Approval of Counsel. The issuance and delivery of shares of Stock pursuant to the Plan shall be subject to approval by the Corporation's counsel of all legal matters in connection therewith, including, but not limited to, compliance with the requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and the requirements of any stock exchange or automated trading medium upon which the Common Stock may then be listed or traded.

11. Limitation of Action. The Participant and the Corporation each acknowledges that every right of action accruing to him or it, as the case may be, and arising out of or in connection with this Agreement against the Corporation, on the one hand, or against the Participant, on the other hand, shall, irrespective of the place where an action may be brought, cease and be barred by the expiration of three years from the date of the act or omission in respect of which such right of action arises.

12. Benefits of Agreement. This Agreement shall inure to the benefit of the Corporation, the Participant and their respective heirs, executors, administrators, personal representatives, successors and assigns.

13. Severability. In the event that any one or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

14. Service. Nothing contained in this Agreement shall be construed as (a) a contract of employment between the Participant and the Corporation, (b) as a right of the Participant to be continued in the Service of the Corporation, or (c) as a limitation of the right of the Corporation to discharge the Participant at any time, with or without cause (subject to any applicable employment agreement).

15. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

16. Incorporation of Terms of Plan. This Agreement shall be interpreted under, and subject to, all of the terms and provisions of the Plan, which are incorporated herein by reference. In the event of any inconsistencies between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall control.

17. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall apply against any party.

18. Injunctive Relief. The restrictions set forth in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Participant to be reasonable for such purpose. The Participant agrees that any breach by the Participant of any term set forth under this Agreement is likely to cause the Corporation substantial and irrevocable damage and, therefore, any such breach shall entitle the Corporation, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach, threatened breach, alleged breach or alleged threatened breach. The Parties hereto understand and intend that each restriction set forth herein shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any other restriction, will not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The Participant hereby acknowledges that he is fully cognizant of the restrictions imposed upon him pursuant to the terms of this Agreement.

BY WAY OF EXECUTION OF THE RESTRICTED STOCK UNIT AWARD AGREEMENT TO WHICH THIS AGREEMENT IS ATTACHED, the Corporation and the Participant (and each of their heirs, successors and assigns) agree to be bound by each and every one of the terms set forth in this Agreement.

MICROBOT MEDICAL INC.
2020 OMNIBUS PERFORMANCE AWARD PLAN

NQO AWARD AGREEMENT

Microbot Medical Inc. (the "Corporation"), pursuant to the terms of the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan") and the Non-Qualified Stock Option Award attached to this NQO Award Agreement, hereby grants to the individual named below the option to purchase the number of shares of the Corporation's Common Stock, also as is set forth below. The terms of this NQO Award Agreement are subject to all of the provisions of the Plan and the attached Non-Qualified Stock Option Award, with such provisions being incorporated herein by reference.

- 1. Date of Grant: _____
- 2. Name of Participant: _____
- 3. Number of Shares: _____ Shares of Common Stock
- 4. Exercise Price: _____ per Share of Common Stock.
- 5. Vesting of Options: [ADD APPENDIX CONTAINING PERFORMANCE VESTING PROVISIONS IF DESIRED]

VESTING DATE	NO. OF SHARES VESTED

- 6. Expiration Date: _____

The Participant acknowledges receipt of, and understands and agrees to be bound by all of the terms of, this NQO Award Agreement, the attached Non-Qualified Stock Option Award and the Plan, and that the terms thereof supersede any and all other written or oral agreements between the Participant and the Corporation regarding the subject matter contained herein.

Microbot Medical Inc.

[NAME OF PARTICIPANT]:

By: _____
Title: _____
Date: _____

Date: _____

NON-QUALIFIED STOCK OPTION AWARD

THIS AGREEMENT made as of the grant date set forth in Section 1 of the NQO Award Agreement to which this Agreement is attached (the "Date of Grant") between Microbot Medical Inc. a Delaware corporation (hereinafter referred to as the "Corporation"), and the individual identified in Section 2 of the NQO Award Agreement to which this Agreement is attached (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Corporation desires, in connection with the employment of the Participant and in accordance with the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan"), to provide the Participant with an opportunity to acquire Common Stock of the Corporation on favorable terms and thereby increase his proprietary interest in the continued progress and success of the business of the Corporation;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein set forth and other good and valuable consideration, the Corporation and the Participant hereby agree as follows:

1. Confirmation of Grant of Option. Pursuant to a determination by the Committee, the Corporation, subject to the terms of the Plan, the NQO Award Agreement and this Agreement, hereby grants to the Participant as a matter of separate inducement and agreement, and in addition to and not in lieu of salary or other compensation for services, the right to purchase (hereinafter referred to as the "Option") an aggregate number of shares of Common Stock as is set forth in Section 3 of the NQO Award Agreement to which this Agreement is attached, subject to adjustment as provided in the Plan (such shares, as adjusted, hereinafter being referred to as the "Shares"). The Option is **not** intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Exercise Price. The purchase price of shares of Common Stock covered by the Option will be the per share amount set forth in Section 4 of the NQO Award Agreement to which this Agreement is attached, at all times being not less than 100% of the Fair Market Value of one share of Common Stock on the Date of Grant, subject to adjustment as provided in the Plan.

3. Exercise of Option. The Option shall be exercisable on the terms and conditions hereinafter set forth:

(a) The Option shall become exercisable cumulatively as to the number of Shares originally subject thereto (after giving effect to any adjustment pursuant to the Plan), and on the dates, as set forth in Section 5 of the NQO Award Agreement to which this Agreement is attached. [INCLUDE REFERENCE TO PERFORMANCE VESTING IF APPROPRIATE]

(b) The Option may be exercised pursuant to the provisions of this Section 3, by notice and payment to the Corporation as provided in Sections 8 and 9 hereof.

4. Term of Option. The term of the Option shall be the period of time beginning on the Date of Grant as is set forth in Section 1 of the NQO Award Agreement to which this Agreement is attached and shall expire on the date set forth in Section 6 of the NQO Award Agreement to which this Agreement is attached, subject to earlier termination or cancellation as provided in this Agreement.

5. Non-transferability of Option. The Option shall not be assigned, transferred or otherwise disposed of, or pledged or hypothecated in any way, and shall not be subject to execution, attachment or other process, except as may be provided in the Plan. Any assignment, transfer, pledge, hypothecation or other disposition of the Option attempted contrary to the provisions of the Plan, or any levy of execution, attachment or other process attempted upon the Option, will be null and void and without effect. Any attempt to make any such assignment, transfer, pledge, hypothecation or other disposition of the Option will cause the Option to terminate immediately upon the happening of any such event; provided, however, that any such termination of the Option under the foregoing provisions of this Section 5 will not prejudice any rights or remedies which the Corporation or any Affiliate may have under this Agreement or otherwise.

6. Exercise Upon Termination of Service. (a) If the Participant at any time incurs a Termination of Service (i) by reason of his discharge for Cause or (ii) due to his voluntary Termination of Service [**without the written consent of the Committee**][**in the absence of Good Reason**], the Option shall, at the time of such Termination of Service, terminate and the Participant shall forfeit all rights hereunder. If, however, the Participant [**for any other reason**] (other than Disability or death) incurs a Termination of Service [**on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof**], the Option may be exercised by the Participant [**with respect to all or any part of the shares of Common Stock as to which the Participant had not exercised the Option at the time of his Termination of Service (regardless of whether the Option was fully exercisable at such time)**] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his Termination of Service)], at any time within [_____ days/months] after such Termination of Service, at the end of which period the Option, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder, even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

(b) The Option shall not be affected by any change of duties or position of the Participant so long as he continues to be in full-time Service of the Corporation or of any Affiliate thereof. If the Participant is granted a temporary leave of absence of 90 days or less, such leave of absence shall be deemed a continuation of his Service by the Corporation or of any Affiliate thereof for the purposes of this Agreement, but only if and so long as the corporation consents thereto.

7. Exercise Upon Death or Disability. (a) If the Participant dies while he is in the Service of the Corporation or by any Affiliate, **[and on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof]**, the Option may be exercised by the estate of the Participant (or by the person or persons who acquire the right to exercise the Option by written designation of the Participant) **[with respect to all or any part of the shares of Common Stock as to which the deceased Participant had not exercised the Option at the time of his death (regardless of whether the Option was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his death)]**, at any time within [_____ days/months/years] after the death of the Participant, at the end of which period the Option, to the extent not then exercised, shall terminate and the estate or other beneficiaries shall forfeit all rights hereunder. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

(b) In the event that the Participant incurs a Termination of Service by reason of the Disability of the Participant **[and on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof]**, the Option may be exercised by the Participant **[with respect to all or any part of the shares of Common Stock as to which he had not exercised the Option at the time of his Disability (regardless of whether the Option was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his employment termination due to Disability)]** within the period ending [_____ days/months/years] after the date of such Termination of Service, at the end of which period the Option, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

8. Method of Exercise of Option. (a) Subject to the terms and conditions of this Agreement, the Option shall be exercisable by notice in the manner set forth in Exhibit "A" hereto (the "Notice") and provision for payment to the Corporation in accordance with the procedure prescribed herein. Each such Notice shall:

(i) state the election to exercise the Option and the number of Shares with respect to which it is being exercised;

(ii) be signed by the Participant or the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the Participant, be accompanied by proof, satisfactory to counsel to the Corporation, of the right of such other person or persons to exercise the Option;

(iii) include payment of the full purchase price for the shares of Common Stock to be purchased pursuant to such exercise of the Option; and

(iv) be received by the Corporation on or before the date of the expiration of this Option. In the event the date of expiration of this Option falls on a day which is not a regular business day at the Corporation's executive office in [CITY/STATE] then such written Notice must be received at such office on or before the last regular business day prior to such date of expiration.

(b) Payment of the purchase price of any shares of Common Stock, in respect of which the Option shall be exercised, shall be made by the Participant or such person or persons at the place specified by the Corporation on the date the Notice is received by the Corporation (i) by delivering to the Corporation a certified or bank cashier's check payable to the order of the Corporation, **[(ii) by delivering to the Corporation properly endorsed certificates of shares of Common Stock (or certificates accompanied by an appropriate stock power) with signature guaranties by a bank or trust company], [(iii) by having withheld from the total number of shares of Common Stock to be acquired upon the exercise of this Option a specified number of such shares of Common Stock] or [(iv) by any combination of the foregoing]. [For purposes of the immediately preceding sentence, an exercise effected by the tender of Common Stock (or deemed to be effected by the tender of Common Stock) may only be consummated with Common Stock held by the Participant for a period of six (6) months or acquired by the Participant other than under the Plan (or a similar plan maintained by the Corporation).]**

(c) The Option shall be deemed to have been exercised with respect to any particular shares of Common Stock if, and only if, the preceding provisions of this Section 8 and the provisions of Section 9 hereof shall have been complied with, in which event the Option shall be deemed to have been exercised on the date the Notice was received by the Corporation. Anything in this Agreement to the contrary notwithstanding, any Notice given pursuant to the provisions of this Section 8 shall be void and of no effect if all of the preceding provisions of this Section 8 and the provisions of Section 9 shall not have been complied with.

(d) The certificate or certificates for shares of Common Stock as to which the Option shall be exercised will be registered in the name of the Participant (or in the name of the Participant's estate or other beneficiary if the Option is exercised after the Participant's death), or if the Option is exercised by the Participant and if the Participant so requests in the notice exercising the Option, will be registered in the name of the Participant and another person jointly, with right of survivorship and will be delivered as soon as practical after the date the Notice is received by the Corporation (accompanied by full payment of the exercise price), but only upon compliance with all of the provisions of this Agreement.

(e) If the Participant fails to accept delivery of and pay for all or any part of the number of Shares specified in such Notice, his right to exercise the Option with respect to such undelivered Shares may be terminated in the sole discretion of the Committee. The Option may be exercised only with respect to full Shares.

(f) The Corporation shall not be required to issue or deliver any certificate or certificates for shares of its Common Stock purchased upon the exercise of any part of the Option prior to the payment to the Corporation, upon its demand, of any amount requested by the Corporation for the purpose of satisfying its minimum statutory liability, if any, to withhold federal, state or local income or earnings tax or any other applicable tax or assessment (plus interest or penalties thereon, if any, caused by a delay in making such payment) incurred by reason of the exercise of this Option or the transfer of shares thereupon. Such payment shall be made by the Participant in cash or, with the written consent of the Corporation, by tendering to the Corporation shares of Common Stock equal in value to the amount of the required withholding. In the alternative, the Corporation may, at its option, satisfy such withholding requirements by withholding from the shares of Common Stock to be delivered to the Participant pursuant to an exercise of the Option a number of shares of Common Stock equal in value to the amount of the required withholding.

9. Approval of Counsel. The exercise of the Option and the issuance and delivery of shares of Common Stock pursuant thereto shall be subject to approval by the Corporation's counsel of all legal matters in connection therewith, including, but not limited to, compliance with the requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and the requirements of any stock exchange or automated trading medium upon which the Common Stock may then be listed or traded.

10. Reservation of Shares. The Corporation shall at all times during the term of the Option reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of this Agreement.

11. Limitation of Action. The Participant and the Corporation each acknowledges that every right of action accruing to him or it, as the case may be, and arising out of or in connection with this Agreement against the Corporation or an Affiliate, on the one hand, or against the Participant, on the other hand, shall, irrespective of the place where an action may be brought, cease and be barred by the expiration of three years from the date of the act or omission in respect of which such right of action arises.

12. Benefits of Agreement. This Agreement shall inure to the benefit of the Corporation, the Participant and their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.

13. Severability. In the event that any one or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

14. Service. Nothing contained in this Agreement shall be construed as (a) a contract of employment between the Participant and the Corporation or any Affiliate, (b) a right of the Participant to be continued in the Service of the Corporation or of any Affiliate, or (c) a limitation of the right of the Corporation or of any Affiliate to discharge the Participant at any time, with or without cause (subject to any applicable employment agreement).

15. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

16. Incorporation of Terms of Plan. This Agreement shall be interpreted under, and subject to, all of the terms and provisions of the Plan, which are incorporated herein by reference. In the event of any inconsistencies between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall control.

17. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall apply against any party.

18. Injunctive Relief. The restrictions set forth in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Participant to be reasonable for such purpose. The Participant agrees that any breach by the Participant of any term set forth under this Agreement is likely to cause the Corporation substantial and irrevocable damage and, therefore, any such breach shall entitle the Corporation, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach, threatened breach, alleged breach or alleged threatened breach. The Parties hereto understand and intend that each restriction set forth herein shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any other restriction, will not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The Participant hereby acknowledges that he is fully cognizant of the restrictions imposed upon him pursuant to the terms of this Agreement.

BY WAY OF THEIR EXECUTION OF THE NQO AWARD AGREEMENT TO WHICH THIS AGREEMENT IS ATTACHED, the Corporation and the Participant (and each and every one of their heirs, successors and assigns) agree to be bound by each and every one of the terms set forth in this Agreement.

NON-QUALIFIED OPTION EXERCISE FORM

[DATE]

Microbot Medical Inc.
[Address]
[City, State and Zip Code]
Attention: **[OFFICER]**

Dear Sirs:

Pursuant to the provisions of the Non-Qualified Stock Option Award and related NQO Award Agreement dated [] (collectively, the “Agreement”), whereby you have granted to me a Non-Qualified Stock Option (the “Option”) to purchase up to [] shares of the Common Stock of Microbot Medical Inc. (the “Corporation”) subject to the terms of the Agreement, I hereby notify you that I elect to exercise my option to purchase [] of the shares of Common Stock covered by such Option at the [\$] per share price specified therein. In full payment of the price for the shares being purchased hereby, I am delivering to you herewith (i) certified or bank cashier’s check payable to the order of the Corporation in the amount of \$_____, or (ii) a certificate or certificates for [] shares of Common Stock of the Corporation, and which have a fair market value as of the date hereof of \$_____, [and a certified or bank cashier’s check, payable to the order of the Corporation, in the amount of \$_____]. Any such stock certificate or certificates are endorsed, or accompanied by an appropriate stock power, to the order of the Corporation, with my signature guaranteed by a bank or trust company or by a member firm of the New York Stock Exchange. [I hereby acknowledge that I am purchasing these shares for investment purposes only and not for resale in violation of any federal or state securities laws.]

Very truly yours,

[Address]
(For notices, reports, dividend checks and
other communications to stockholders.)

**MICROBOT MEDICAL INC.
2020 OMNIBUS PERFORMANCE AWARD PLAN**

RESTRICTED STOCK AWARD AGREEMENT

Microbot Medical Inc. (the "Corporation"), pursuant to the terms of the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan") and the Restricted Stock Award attached to this Restricted Stock Award Agreement, hereby grants to the individual named below the right to receive the number of shares of the Corporation's Common Stock, also as is set forth below. The terms of this Restricted Stock Award Agreement are subject to all of the provisions of the Plan and the attached Restricted Stock Award, with such provisions being incorporated herein by reference.

1. Date of Grant: _____
2. Name of Participant: _____
3. Number of Shares: _____ Shares of Common Stock
4. Vesting of shares of Restricted Stock: [ADD APPENDIX CONTAINING PERFORMANCE VESTING PROVISIONS IF DESIRED]

VESTING DATE	NO. OF SHARES VESTED
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The Participant acknowledges receipt of, and understands and agrees to be bound by all of the terms of, this Restricted Stock Award Agreement, the attached Restricted Stock Award and the Plan, and that the terms thereof supersede any and all other written or oral agreements between the Participant and the Corporation regarding the subject matter contained herein.

Microbot Medical Inc.:

[NAME OF PARTICIPANT]:

By: _____
TITLE: _____
DATE: _____

DATE: _____

RESTRICTED STOCK AWARD

THIS AGREEMENT made as of the grant date set forth in Section 1 of the Restricted Stock Award Agreement to which this Agreement is attached (the “Date of Grant”) between Microbot Medical Inc. a Delaware corporation (hereinafter referred to as the “Corporation”), and the individual identified in Section 2 of the Restricted Stock Award Agreement to which this Agreement is attached (hereinafter referred to as the “Participant”).

WITNESSETH:

WHEREAS, the Corporation has adopted the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the “Plan”), providing for the grant of restricted shares of Common Stock of the Corporation (“Restricted Stock”) to Employees of the Corporation; and

WHEREAS, the Plan’s administrative committee (the “Committee”) has authorized the grant of shares of Restricted Stock to the Participant on the date of this Agreement, thereby allowing the Participant to acquire a proprietary interest in the Corporation in order that the Participant will have a further incentive for remaining with and increasing his or her efforts on behalf of the Corporation; and

WHEREAS, this Agreement is prepared in conjunction with and under the terms of the Plan, which are incorporated herein and made a part hereof by reference; and

WHEREAS, the Participant has accepted the grant of shares of Restricted Stock and has agreed to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Award. The Corporation hereby grants to the Participant as a separate incentive in connection with his or her employment and not in lieu of any salary or other compensation for his services, an award of that number of shares of Restricted Stock (as set forth in Item 3 of the Restricted Stock Award Agreement to which this Agreement is attached) (the “Shares”) on the date hereof, subject to all of the terms and conditions in this Agreement and the Plan.

2. Shares Held in Escrow. Unless and until the Shares shall have vested in the manner set forth in Sections 3 or 4 hereof, such Shares, although issued in the name of the Participant, shall be held by the Secretary of the Corporation as escrow agent (the “Escrow Agent”), and shall not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated. The Corporation may instruct the transfer agent for its Common Stock to place a legend on the certificates representing the Shares or otherwise note on its records such restrictions on transfer. The Shares shall be delivered by the Escrow Agent to the Participant only after the restrictions on such Shares have lapsed pursuant to Section 3 and 4 hereof, and all other terms and conditions in this Agreement have been satisfied.

3. Restriction on Shares. Except as otherwise provided in this Agreement, the restrictions on the Shares shall lapse in such amounts and upon such dates as set forth in Item 4 of the Restricted Stock Award Agreement to which this Agreement is attached.

4. Committee Discretion to Accelerate Vesting. The Committee may decide, in its absolute discretion, to accelerate the lapse of any restrictions on the balance, or some lesser portion of the balance, of the Shares at any time. If so accelerated, such restrictions shall be considered to have lapsed as of the date specified by the Committee.

5. Forfeiture. As of the date of Participant's Termination of Service [**for any reason**] [**for any reason other than [death or Disability]**], the Shares as to which the restrictions described in Section 3, above, have **not** lapsed (either by satisfaction of such restrictions or by action of the Committee pursuant to the provisions of Section 4) shall thereupon be forfeited and automatically transferred to and reacquired by the Corporation at no cost to the Corporation. [**Furthermore, as of the date the restrictions set forth in Section 3, above, have not lapsed because the applicable performance goals established by the Committee were not met, the Shares with respect to which such restrictions have not lapsed because such performance goals were not met shall thereupon be forfeited and automatically transferred to and reacquired by the Corporation at no cost to the Corporation.**] The Participant hereby appoints the Escrow Agent, with full power of substitution, as the Participant's true and lawful attorney-in-fact with irrevocable power and authority in the name and on behalf of the Participant to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate or certificates evidencing such forfeited shares to the Corporation upon such Termination of Service [**or other forfeiture of Shares**]. [**In the event of the Participant's Termination of Service due to his [death or disability], any and all remaining restrictions on the Shares set forth under Section 3 hereof, shall immediately lapse.**]

6. Continuous Service Required. The restrictions placed on Shares, as described in Section 3 hereof, shall not lapse in accordance with any of the provisions of this Agreement unless the Participant shall have been in continuous Service from the Date of Grant until the date such lapse occurs.

7. Withholding of Taxes. Notwithstanding anything in this Agreement to the contrary, no certificate representing any Share or Shares may be released from the escrow established pursuant to Section 2 of this Agreement unless and until the Participant shall have delivered to the Corporation the minimum statutorily required amount of any federal, state or local income or other taxes which the Corporation may be required by law to withhold with respect to such shares of Stock. Pursuant to such procedures as may be established by the Committee in its discretion, the Participant may elect to satisfy any such income tax withholding requirement by having the Corporation withhold Shares otherwise deliverable to the Participant or by delivering to the Corporation previously acquired shares of Common Stock provided that the Committee, in its discretion, may disallow satisfaction of such withholding by the delivery or withholding of any shares of Common Stock.

8. After the Death of the Participant. Any delivery to be made to the Participant under this Agreement shall, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no such beneficiary survives the Participant, his estate. Any transferee must furnish the Corporation with (a) written notice of his status as transferee, and (b) evidence satisfactory to the Corporation to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

9. Reservation of Shares. The Corporation shall at all times during the term of this Agreement reserve and keep available such number of shares of the Common Stock as will be sufficient to satisfy the requirements of this Agreement. The Shares deliverable to the Participant may be either previously authorized but unissued shares or issued shares which have been reacquired by the Corporation.

10. Approval of Counsel. The issuance and delivery of Shares pursuant to the Plan shall be subject to approval by the Corporation's counsel of all legal matters in connection therewith, including, but not limited to, compliance with the requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and the requirements of any stock exchange or automated trading medium upon which the Common Stock may then be listed or traded.

11. Certificate Legend. Until the restrictions on the Shares shall have lapsed, each certificate representing the Shares shall bear the following legend:

“The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary, or by operation of law, is subject to certain restrictions on transfer as set forth in the Microbot Medical Inc. 2020 Omnibus Performance Award Plan, and in a Restricted Stock Award Agreement dated [DATE] and entered into by and between Microbot Medical Inc. and [NAME OF GRANTEE]. A copy of the Plan and such Restricted Stock Award Agreement may be obtained from the [Chief Executive Officer] of Microbot Medical Inc.”

12. Limitation of Action. The Participant and the Corporation each acknowledges that every right of action accruing to him or it, as the case may be, and arising out of or in connection with this Agreement against the Corporation, on the one hand, or against the Participant, on the other hand, shall, irrespective of the place where an action may be brought, cease and be barred by the expiration of three years from the date of the act or omission in respect of which such right of action arises.

13. Benefits of Agreement. This Agreement shall inure to the benefit of the Corporation, the Participant and their respective heirs, executors, administrators, personal representatives, successors and assigns.

14. Severability. In the event that any one or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

15. Service. Nothing contained in this Agreement shall be construed as (a) a contract of employment between the Participant and the Corporation, (b) as a right of the Participant to be continued in the Service of the Corporation, or (c) as a limitation of the right of the Corporation to discharge the Participant at any time, with or without cause (subject to any applicable employment agreement).

16. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

17. Incorporation of Terms of Plan. This Agreement shall be interpreted under, and subject to, all of the terms and provisions of the Plan, which are incorporated herein by reference. In the event of any inconsistencies between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall control.

18. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall apply against any party.

19. Injunctive Relief. The restrictions set forth in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Participant to be reasonable for such purpose. The Participant agrees that any breach by the Participant of any term set forth under this Agreement is likely to cause the Corporation substantial and irrevocable damage and, therefore, any such breach shall entitle the Corporation, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach, threatened breach, alleged breach or alleged threatened breach. The Parties hereto understand and intend that each restriction set forth herein shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any other restriction, will not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The Participant hereby acknowledges that he is fully cognizant of the restrictions imposed upon him pursuant to the terms of this Agreement.

BY WAY OF EXECUTION OF THE RESTRICTED STOCK AWARD AGREEMENT TO WHICH THIS AGREEMENT IS ATTACHED, the Corporation and the Participant (and each of their heirs, successors and assigns) agree to be bound by each and every one of the terms set forth in this Agreement.

**MICROBOT MEDICAL INC.
2020 OMNIBUS PERFORMANCE AWARD PLAN**

SAR AWARD AGREEMENT

Microbot Medical Inc. (the "Corporation"), pursuant to the terms of the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan") and the SAR Award attached to this SAR Award Agreement, hereby grants to the individual named below stock appreciation rights as is set forth below. The terms of this SAR Award Agreement are subject to all of the provisions of the Plan and the attached SAR Award, with such provisions being incorporated herein by reference.

- 1. Date of Grant: _____
- 2. Name of Participant: _____
- 3. Number of Shares: _____ Shares of Common Stock
- 4. Exercise Price: _____ per Share of Common Stock.
- 5. Vesting of SARs: [ADD APPENDIX CONTAINING PERFORMANCE VESTING PROVISIONS IF DESIRED]

VESTING DATE	NO. OF SHARES VESTED
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- 6. Expiration Date: _____

The Participant acknowledges receipt of, and understands and agrees to be bound by all of the terms of, this SAR Award Agreement, the attached SAR Award and the Plan, and that the terms thereof supersede any and all other written or oral agreements between the Participant and the Corporation regarding the subject matter contained herein.

Microbot Medical Inc.:

NAME OF PARTICIPANT:

BY: _____

TITLE: _____

DATE: _____

DATE:

SAR AWARD

THIS AGREEMENT made as of the grant date set forth in Section 1 of the SAR Award Agreement to which this Agreement is attached (the "Date of Grant") between Microbot Medical Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), and the individual identified in Section 2 of the SAR Award Agreement to which this Agreement is attached (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Corporation desires, in connection with the employment of the Participant and in accordance with the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan"), to provide the Participant with an opportunity to acquire [**cash**][**Common Stock**] of the Corporation on **favorable** terms and thereby increase his interest in the continued progress and success of the business of the Corporation;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein set forth and other good and valuable consideration, the Corporation and the Participant hereby agree as follows:

1. **Confirmation of Grant of SAR.** Pursuant to a determination by the Committee, the Corporation, subject to the terms of the Plan, the SAR Award Agreement and this Agreement, hereby grants to the Participant as a matter of separate inducement and agreement, and in addition to and not in lieu of salary or other compensation for services, the right to receive [**cash**][**Common Stock**] (hereinafter referred to as the "SAR") with a value equal to the excess (if any) of the Fair Market Value of one share of Common Stock on the date the SAR is exercised over the Exercise Price (as described in Section 2 hereof) multiplied by the number of shares of Common Stock as is set forth in Section 3 of the SAR Award Agreement to which this Agreement is attached with respect to which the SAR is exercised, subject to adjustment as provided in the Plan (such shares, as adjusted, hereinafter being referred to as the "Shares").

2. **Exercise Price.** The Exercise Price of the SARs covered by this Agreement will be the per share amount set forth in Section 4 of the SAR Award Agreement to **which** this Agreement is attached, at all times being not less than 100% of the Fair Market Value of one share of Common Stock on the Date of Grant, subject to adjustment as provided in the Plan.

3. **Exercise of SAR.** The SAR shall **be** exercisable on the terms and conditions hereinafter set forth:

(a) The SAR shall become exercisable cumulatively as to the number of Shares originally subject thereto (after giving effect to any adjustment pursuant to the Plan), and on the dates, as set forth in Section 5 of the SAR Award Agreement to which this Agreement is attached. [INCLUDE REFERENCE TO PERFORMANCE VESTING IF APPROPRIATE]

(b) The SAR may be exercised pursuant to the provisions of this Section 3, by notice to the Corporation as provided in Sections 8 and 9 hereof.

4. Term of SAR. The term of the SAR shall be the period time beginning on the Date of Grant as is set forth in Section 1 of the SAR Award Agreement to which this Agreement is attached and shall expire on the date set forth in Section 6 of the SAR Award Agreement to which this Agreement is attached, subject to earlier termination or cancellation as provided in this Agreement.

5. Non-transferability of SAR. The SAR shall not be assigned, transferred or otherwise disposed of, or pledged or hypothecated in any way, and shall not be subject to execution, attachment or other process, except as may be provided in the Plan. Any assignment, transfer, pledge, hypothecation or other disposition of the SAR attempted contrary to the provisions of the Plan, or any levy of execution, attachment or other process attempted upon the SAR, will be null and void and without effect. Any attempt to make any such assignment, transfer, pledge, hypothecation or other disposition of the SAR will cause the SAR to terminate immediately upon the happening of any such event; provided, however, that any such termination of the SAR under the foregoing provisions of this Section 5 will not prejudice any rights or remedies which the Corporation or any Affiliate may have under this Agreement or otherwise.

6. Exercise Upon Termination of Service. (a) If the Participant at any time incurs a Termination of Service (i) by reason of his Termination of Service for Cause or (ii) due to his voluntary Termination of Service **[without the written consent of the Committee][in the absence of Good Reason]**, the SAR shall, at the time of such Termination of Service, terminate and the Participant shall forfeit all rights hereunder. If, however, the Participant **[for any other reason]** (other than Disability or death) incurs a Termination of Service **[on or after the first date upon which he would have been entitled to exercise the SAR under the provisions of Section 3 hereof]**, the SAR may be exercised by the Participant **[with respect to all or any part of the shares of Common Stock as to which the Participant had not exercised the SAR at the time of his Termination of Service (regardless of whether the SAR was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the SAR immediately prior to his Termination of Service)]**, at any time within **[_____days/months]** after such Termination of Service, at the end of which period the SAR, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder, even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the SAR be exercised after the expiration of the term provided in Section 4 hereof.

(b) The SAR shall not be affected by any change of duties or position of the Participant so long as he continues to be in the full-time Service of the Corporation or of any Affiliate thereof. If the Participant is granted a temporary leave of absence of 90 days or less, such leave of absence shall be deemed a continuation of his Service with the Corporation or of any Affiliate thereof for the purposes of this Agreement, but only if and so long as the corporation consents thereto.

7. Exercise Upon Death or Disability. (a) If the Participant dies while he is in the Service of the Corporation or of any Affiliate, **[on or after the first date upon which he would have been entitled to exercise the SAR under the provisions of Section 3 hereof]**, the SAR may be exercised by the estate of the Participant (or by the person or persons who acquire the right to exercise the SAR by written designation of the Participant) **[with respect to all or any part of the shares of Common Stock as to which the deceased Participant had not exercised the SAR at the time of his death (regardless of whether the SAR was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the SAR immediately prior to his death)]**, at any time within [_____ days/months/years] after the death of the Participant, at the end of which period the SAR, to the extent not then exercised, shall terminate and the estate or other beneficiaries shall forfeit all rights hereunder. In no event, however, may the SAR be exercised after the expiration of the term provided in Section 4 hereof.

(b) In the event that the Participant incurs a Termination of Service by reason of his Disability **[on or after the first date upon which he would have been entitled to exercise the SAR under the provisions of Section 3 hereof]**, the SAR may be exercised **[with respect to all or any part of the shares of Common Stock as to which he had not exercised the SAR at the time of his Disability (regardless of whether the SAR was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the SAR immediately prior to his employment termination due to Disability)]** by the Participant within the period ending [_____ days/months/years] after the date of such Termination of Service, at the end of which period the SAR, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the SAR be exercised after the expiration of the term provided in Section 4 hereof.

8. Method of Exercise of SAR. (a) Subject to the terms and conditions of this Agreement, the SAR shall be exercisable by notice in the manner set forth in Exhibit "A" hereto (the "Notice") and provision for payment to the Corporation in accordance with the procedure prescribed herein. Each such Notice shall:

(i) state the election to exercise the SAR and the number of Shares with respect to which it is being exercised;

(ii) be signed by the Participant or the person or persons entitled to exercise the SAR and, if the SAR is being exercised by any person or persons other than the Participant, be accompanied by proof, satisfactory to counsel to the Corporation, of the right of such other person or persons to exercise the SAR; and

(iii) be received by the Corporation on or before the date of the expiration of this SAR. In the event the date of expiration of this SAR falls on a day which is not a regular business day at the Corporation's executive office in [CITY/STATE] then such written Notice must be received at such office on or before the last regular business day prior to such date of expiration.

(b) The SAR shall be deemed to have been exercised with respect to any particular shares of Common Stock if, and only if, the preceding provisions of this Section 8 and the provisions of Section 9 hereof shall have been complied with, in which event the SAR shall be deemed to have been exercised on the date the Notice was received by the Corporation. Anything in this Agreement to the contrary notwithstanding, any Notice given pursuant to the provisions of this Section 8 shall be void and of no effect if all of the preceding provisions of this Section 8 and the provisions of Section 9 shall not have been complied with.

(c) The certificate or certificates for shares of Common Stock as to which the SAR shall be exercised will be registered in the name of the Participant (or in the name of the Participant's estate or other beneficiary if the SAR is exercised after the Participant's death), or (to the extent permitted in if the SAR is exercised by the Participant and if the Participant so requests in the notice exercising the SAR, will be registered in the name of the Participant and another person jointly, with right of survivorship and will be delivered as soon as practical after the date the Notice is received by the Corporation (accompanied by full payment of the exercise price), but only upon compliance with all of the provisions of this Agreement.

(d) If the Participant fails to accept delivery of any of the Shares specified in such Notice, his right to exercise the SAR with respect to such undelivered Shares may be terminated in the sole discretion of the Committee. The SAR may be exercised only with respect to full Shares.

(e) The Corporation shall not be required to issue or deliver any certificate or certificates for shares of its Common Stock purchased upon the exercise of any part of the SAR prior to the payment to the Corporation, upon its demand, of any amount requested by the Corporation for the purpose of satisfying its minimum statutorily required liability, if any, to withhold federal, state or local income or earnings tax or any other applicable tax or assessment (plus interest or penalties thereon, if any, caused by a delay in making such payment) incurred by reason of the exercise of this SAR or the transfer of shares thereupon. Such payment shall be made by the Participant in cash or, with the written consent of the Corporation, by tendering to the Corporation shares of Common Stock equal in value to the amount of the required withholding. In the alternative, the Corporation may, at its option, satisfy such withholding requirements by withholding from the shares of Common Stock to be delivered to the Participant pursuant to an exercise of the SAR a number of shares of Common Stock equal in value to the amount of the required withholding.

9. Approval of Counsel. The exercise of the SAR and the issuance and delivery of shares of Common Stock pursuant thereto shall be subject to approval by the Corporation's counsel of all legal matters in connection therewith, including, but not limited to, compliance with the requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and the requirements of any stock exchange or automated trading medium upon which the Common Stock may then be listed or traded.

10. Reservation of Shares. The Corporation shall at all times during the term of the SAR reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of this Agreement.

11. Limitation of Action. The Participant and the Corporation each acknowledges that every right of action accruing to him or it, as the case may be, and arising out of or in connection with this Agreement against the Corporation or an Affiliate, on the one hand, or against the Participant, on the other hand, shall, irrespective of the place where an action may be brought, cease and be barred by the expiration of three years from the date of the act or omission in respect of which such right of action arises.

12. Benefits of Agreement. This Agreement shall inure to the benefit of the Corporation, the Participant and their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.

13. Severability. In the event that any one or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

14. Service. Nothing contained in this Agreement shall be construed as (a) a contract of employment between the Participant and the Corporation or any Affiliate, (b) a right of the Participant to be continued in the Service of the Corporation or of any Affiliate, or (c) a limitation of the right of the Corporation or of any Affiliate to discharge the Participant at any time, with or without cause (subject to any applicable employment agreement).

15. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

16. Incorporation of Terms of Plan. This Agreement shall be interpreted under, and subject to, all of the terms and provisions of the Plan, which are incorporated herein by reference. In the event of any inconsistencies between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall control.

17. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall apply against any party.

18. Injunctive Relief. The restrictions set forth in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Participant to be reasonable for such purpose. The Participant agrees that any breach by the Participant of any term set forth under this Agreement is likely to cause the Corporation substantial and irrevocable damage and, therefore, any such breach shall entitle the Corporation, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach, threatened breach, alleged breach or alleged threatened breach. The Parties hereto understand and intend that each restriction set forth herein shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any other restriction, will not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The Participant hereby acknowledges that he is fully cognizant of the restrictions imposed upon him pursuant to the terms of this Agreement.

BY WAY OF THEIR EXECUTION OF THE SAR AWARD AGREEMENT TO WHICH THIS AGREEMENT IS ATTACHED, the Corporation and the Participant (and each and every one of their heirs, successors and assigns) agree to be bound by each and every one of the terms set forth in this Agreement.

SAR EXERCISE FORM

[DATE]

[Corporation Name]
[Address]
[City, State and Zip Code]
Attention: **OFFICER**

Dear Sirs:

Pursuant to the provisions of the SAR Award and related SAR Award Agreement dated [] (collectively, the "Agreement"), whereby you have granted to me a Stock Appreciation Right (the "SAR") to acquire [cash][a certain number of the shares of the Common Stock of Microbot Medical Inc. (the "Corporation")] subject to the terms of the Agreement, I hereby notify you that I elect to exercise my SAR with respect to [] of the shares of Common Stock covered by such SAR at the [\$___] per share price specified therein. [I hereby acknowledge that I am acquiring these shares for investment purposes only and not for resale in violation of any federal or state securities laws.]

Very truly yours,

[Address]
(For notices, reports, dividend checks and other communications to stockholders.)

**MICROBOT MEDICAL INC.
2020 OMNIBUS PERFORMANCE AWARD PLAN**

ISO AWARD AGREEMENT

Microbot Medical Inc. (the "Corporation"), pursuant to the terms of the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan") and the Incentive Stock Option Award attached to this ISO Award Agreement, hereby grants to the individual named below the option to purchase the number of shares of the Corporation's Common Stock, also as is set forth below. The terms of this ISO Award Agreement are subject to all of the provisions of the Plan and the attached Incentive Stock Option Award, with such provisions being incorporated herein by reference.

1. Date of Grant: _____
2. Name of Participant: _____
3. Number of Shares: _____ Shares of Common Stock
4. Exercise Price: _____ per Share of Common Stock.
5. Vesting of Options: [ADD APPENDIX CONTAINING PERFORMANCE VESTING PROVISIONS IF DESIRED]

VESTING DATE	NO. OF SHARES VESTED

6. Expiration Date: _____ [NO MORE THAN 10 YEARS FROM DATE OF GRANT]

The Participant acknowledges receipt of, and understands and agrees to be bound by all of the terms of, this ISO Award Agreement, the attached Incentive Stock Option Award and the Plan, and that the terms thereof supersede any and all other written or oral agreements between the Participant and the Corporation regarding the subject matter contained herein.

Microbot Medical Inc.

NAME OF PARTICIPANT:

By: _____
Title: _____
Date: _____

DATE: _____

INCENTIVE STOCK OPTION AWARD

THIS AGREEMENT (the "Agreement") made as of the grant date set forth in Section 1 of the ISO Award Agreement to which this Agreement is attached (the "Date of Grant") between Microbot Medical Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), and the individual identified in Section 2 of the ISO Award Agreement to which this Agreement is attached (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Corporation desires, in connection with the employment of the Participant and in accordance with the Microbot Medical Inc. 2020 Omnibus Performance Award Plan (the "Plan"), to provide the Participant with an opportunity to acquire Common Stock of the Corporation on favorable terms and thereby increase his proprietary interest in the continued progress and success of the business of the Corporation;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein set forth and other good and valuable consideration, the Corporation and the Participant hereby agree as follows:

1. Confirmation of Grant of Option. Pursuant to a determination by the Committee, the Corporation, subject to the terms of the Plan, the ISO Award Agreement and this Agreement, hereby grants to the Participant as a matter of separate inducement and agreement, and in addition to and not in lieu of salary or other compensation for services, the right to purchase (hereinafter referred to as the "Option") an aggregate number of shares of Common Stock as is set forth in Section 3 of the ISO Award Agreement to which this Agreement is attached, subject to adjustment as provided in the Plan (such shares, as adjusted, hereinafter being referred to as the "Shares"). The Option is intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Exercise Price. The purchase price of shares of Common Stock covered by the Option will be the per share amount set forth in Section 4 of the ISO Award Agreement to which this Agreement is attached, at all times being not less than 100% of the Fair Market Value of one share of Common Stock on the Date of Grant, subject to adjustment as provided in the Plan.

3. Exercise of Option. The Option shall be exercisable on the terms and conditions hereinafter set forth:

(a) The Option shall become exercisable cumulatively as to the number of Shares originally subject thereto (after giving effect to any adjustment pursuant to the Plan), and on the dates, as set forth in Section 5 of the ISO Award **Agreement** to which this Agreement is attached. [INCLUDE REFERENCE TO PERFORMANCE VESTING IF APPROPRIATE]

(b) The Option may be exercised pursuant to the provisions of this Section 3, by notice and payment to the Corporation as provided in Sections 8 and 9 hereof.

4. Term of Option. The term of the Option shall be the period of time beginning on the Date of Grant as is set forth in Section 1 of the ISO Award Agreement to which this Agreement is attached and shall expire on the date set forth in Section 6 of the ISO Award Agreement to which this Agreement is attached, subject to earlier termination or cancellation as provided in this Agreement.

5. Non-transferability of Option. The Option shall not be assigned, transferred or otherwise disposed of, or pledged or hypothecated in any way, and shall not be subject to execution, attachment or other process, except as may be provided in the Plan. Any assignment, transfer, pledge, hypothecation or other disposition of the Option attempted contrary to the provisions of the Plan, or any levy of execution, attachment or other process attempted upon the Option, will be null and void and without effect. Any attempt to make any such assignment, transfer, pledge, hypothecation or other disposition of the Option will cause the Option to terminate immediately upon the happening of any such event; provided, however, that any such termination of the Option under the foregoing provisions of this Section 5 will not prejudice any rights or remedies which the Corporation or any Affiliate may have under this Agreement or otherwise.

6. Exercise Upon Termination of Service. (a) If the Participant at any time incurs a Termination of Service (i) by reason of his discharge for Cause or (ii) due to his voluntary Termination of Service [**without the written consent of the Committee**][**in the absence of Good Reason**], the Option shall, at the time of such Termination of Service, terminate and the Participant shall forfeit all rights hereunder. If, however, the Participant [**for any other reason**] (other than Disability or death) incurs a Termination of Service [**on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof**], the Option may be exercised by the Participant [**with respect to all or any part of the shares of Common Stock as to which the Participant had not exercised the Option at the time of his Termination of Service (regardless of whether the Option was fully exercisable at such time)**] [(**to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his Termination of Service**)], at any time within [days/months] [**NO LATER THAN 3 MONTHS**] after such Termination of Service, at the end of which period the Option, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder, even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

(b) The Option shall not be affected by any change of duties or position of the Participant so long as he continues to be in full-time Service of the Corporation or of any Affiliate thereof. If the Participant is granted a temporary leave of absence of 90 days or less, such leave of absence shall be deemed a continuation of his Service by the Corporation or of any Affiliate thereof for the purposes of this Agreement, but only if and so long as the corporation consents thereto.

7. Exercise Upon Death or Disability. (a) If the Participant dies while he is in the Service of the Corporation or by any Affiliate, **[and on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof]**, the Option may be exercised by the estate of the Participant (or by the person or persons who acquire the right to exercise the Option by written designation of the Participant) **[with respect to all or any part of the shares of Common Stock as to which the deceased Participant had not exercised the Option at the time of his death (regardless of whether the Option was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his death)]**, at any time within [_____ days/months/years] after the death of the Participant, at the end of which period the Option, to the extent not then exercised, shall terminate and the estate or other beneficiaries shall forfeit all rights hereunder. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

(b) In the event that the Participant incurs a Termination of Service by reason of the Disability of the Participant **[and on or after the first date upon which he would have been entitled to exercise the Option under the provisions of Section 3 hereof]**, the Option may be exercised by the Participant **[with respect to all or any part of the shares of Common Stock as to which he had not exercised the Option at the time of his Disability (regardless of whether the Option was fully exercisable at such time)] [(to the same extent the Participant would have been entitled under Section 3 hereof to exercise the Option immediately prior to his employment termination due to Disability)]** within the period ending [_____ days/months/years] **[NO LATER THAN 1 YEAR]** after the date of such Termination of Service, at the end of which period the Option, to the extent not then exercised, shall terminate and the Participant shall forfeit all rights hereunder even if the Participant subsequently returns to the Service of the Corporation or any Affiliate. In no event, however, may the Option be exercised after the expiration of the term provided in Section 4 hereof.

8. Method of Exercise of Option. (a) Subject to the terms and conditions of this Agreement, the Option shall be exercisable by notice in the manner set forth in Exhibit "A" hereto (the "Notice") and provision for payment to the Corporation in accordance with the procedure prescribed herein. Each such Notice shall:

(i) state the election to exercise the Option and the number of Shares with respect to which it is being exercised;

(ii) be signed by the Participant or the person or persons entitled to exercise the Option and, if the Option is being exercised by any person or persons other than the Participant, be accompanied by proof, satisfactory to counsel to the Corporation, of the right of such other person or persons to exercise the Option;

(iii) include payment of the full purchase price for the shares of Common Stock to be purchased pursuant to such exercise of the Option; and

(iv) be received by the Corporation on or before the date of the expiration of this Option. In the event the date of expiration of this Option falls on a day which is not a regular business day at the Corporation's executive office in **[CITY/STATE]** then such written Notice must be received at such office on or before the last regular business day prior to such date of expiration.

(b) Payment of the purchase price of any shares of Common Stock, in respect of which the Option shall be exercised, shall be made by the Participant or such person or persons at the place specified by the Corporation on the date the Notice is received by the Corporation (i) by delivering to the Corporation a certified or bank cashier's check payable to the order of the Corporation, **[(ii) by delivering to the Corporation properly endorsed certificates of shares of Common Stock (or certificates accompanied by an appropriate stock power) with signature guaranties by a bank or trust company, (iii) by having withheld from the total number of shares of Common Stock to be acquired upon the exercise of this Option a specified number of such shares of Common Stock]****[ITEM (iii) WILL ADVERSELY AFFECT ISO STATUS], or (iv) by any combination of the foregoing.]** **[For purposes of the immediately preceding sentence, an exercise effected by the tender of Common Stock (or deemed to be effected by the tender of Common Stock) may only be consummated with Common Stock held by the Participant for a period of six (6) months or acquired by the Participant other than under the Plan (or a similar plan maintained by the Corporation).]**

(c) The Option shall be deemed to have been exercised with respect to any particular shares of Common Stock if, and only if, the preceding provisions of this Section 8 and the provisions of Section 9 hereof shall have been complied with, in which event the Option shall be deemed to have been exercised on the date the Notice was received by the Corporation. Anything in this Agreement to the contrary notwithstanding, any Notice given pursuant to the provisions of this Section 8 shall be void and of no effect if all of the preceding provisions of this Section 8 and the provisions of Section 9 shall not have been complied with.

(d) The certificate or certificates for shares of Common Stock as to which the Option shall be exercised will be registered in the name of the Participant (or in the name of the Participant's estate or other beneficiary if the Option is exercised after the Participant's death), or if the Option is exercised by the Participant and if the Participant so requests in the notice exercising the Option, will be registered in the name of the Participant and another person jointly, with right of survivorship and will be delivered as soon as practical after the date the Notice is received by the Corporation (accompanied by full payment of the exercise price), but only upon compliance with all of the provisions of this Agreement.

(e) If the Participant fails to accept delivery of and pay for all or any part of the number of Shares specified in such Notice, his right to exercise the Option with respect to such undelivered Shares may be terminated in the sole discretion of the Committee. The Option may be exercised only with respect to full Shares.

9. Approval of Counsel. The exercise of the Option and the issuance and delivery of shares of Common Stock pursuant thereto shall be subject to approval by the Corporation's counsel of all legal matters in connection therewith, including, but not limited to, compliance with the requirements of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, and the requirements of any stock exchange or automated trading medium upon which the Common Stock may then be listed or traded.

10. Reservation of Shares. The Corporation shall at all times during the term of the Option reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of this Agreement.

11. Limitation of Action. The Participant and the Corporation each acknowledges that every right of action accruing to him or it, as the case may be, and arising out of or in connection with this Agreement against the Corporation or an Affiliate, on the one hand, or against the Participant, on the other hand, shall, irrespective of the place where an action may be brought, cease and be barred by the expiration of three years from the date of the act or omission in respect of which such right of action arises.

12. Benefits of Agreement. This Agreement shall inure to the benefit of the Corporation, the Participant and their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.

13. Severability. In the event that any one or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

14. Disposition of Shares. By accepting this Agreement, the Participant agrees that in the event he shall dispose (whether by sale, exchange, gift or any like transfer) of any shares of Common Stock of the Corporation (to the extent such shares are deemed to have been purchased pursuant to this incentive stock option) acquired by him pursuant hereto within two years of the Date of Grant of this Option or within one year after the acquisition of such shares pursuant hereto, he will notify the [OFFICER] of the Corporation no later than 15 days from the date of such disposition of such date or dates and the number of shares disposed of by him and the consideration received, if any, and, upon notification from the Corporation, promptly forward to the [OFFICER] of the Corporation any amount requested by the Corporation for the purpose of satisfying its liability, if any, to withhold federal, state or local income or earnings tax or any other applicable tax or assessment (plus interest or penalties thereon, if any, caused by any delay in making such payment) incurred by reason of such disposition.

15. Acknowledgment of Participant. **THE PARTICIPANT REPRESENTS AND WARRANTS THAT AS OF THE DATE OF GRANT OF THE OPTION, HE DOES NOT OWN (WITHIN THE MEANING OF SECTION 422(B)(6) OF THE CODE) SHARES POSSESSING MORE THAN 10% OF THE TOTAL COMBINED VOTING POWER OF ALL CLASSES OF SHARES OF THE CORPORATION OR OF ANY AFFILIATE.**

16. Service. Nothing contained in this Agreement shall be construed as (a) a contract of employment between the Participant and the Corporation or any Affiliate, (b) a right of the Participant to be continued in the Service of the Corporation or of any Affiliate, or (c) a limitation of the right of the Corporation or of any Affiliate to discharge the Participant at any time, with or without cause (subject to any applicable employment agreement).

17. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

18. Incorporation of Terms of Plan. This Agreement shall be interpreted under, and subject to, all of the terms and provisions of the Plan, which are incorporated herein by reference. In the event of any inconsistencies between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall control.

19. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall apply against any party.

20. Injunctive Relief. The restrictions set forth in this Agreement are necessary for the protection of the business and goodwill of the Corporation and are considered by the Participant to be reasonable for such purpose. The Participant agrees that any breach by the Participant of any term set forth under this Agreement is likely to cause the Corporation substantial and irrevocable damage and, therefore, any such breach shall entitle the Corporation, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach, threatened breach, alleged breach or alleged threatened breach. The Parties hereto understand and intend that each restriction set forth herein shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any other restriction, will not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The Participant hereby acknowledges that he is fully cognizant of the restrictions imposed upon him pursuant to the terms of this Agreement.

BY WAY OF THEIR EXECUTION OF THE ISO AWARD AGREEMENT TO WHICH THIS AGREEMENT IS ATTACHED, the Corporation and the Participant (and each and every one of their heirs, successors and assigns) agree to be bound by each and every one of the terms set forth in this Agreement.

INCENTIVE OPTION EXERCISE FORM

[DATE]

Microbot Medical Inc.
[Address]
[City, State and Zip Code]
Attention: **[OFFICER]**

Dear Sirs:

Pursuant to the provisions of the Incentive Stock Option Award and related ISO Award Agreement dated [] (collectively, the “Agreement”), whereby you have granted to me an Incentive Stock Option (the “Option”) to purchase up to [] shares of the Common Stock of Microbot Medical Inc. (the “Corporation”) subject to the terms of the Agreement, I hereby notify you that I elect to exercise my option to purchase [] of the shares of Common Stock covered by such Option at the [\$] per share price specified therein. In full payment of the price for the shares being purchased hereby, I am delivering to you herewith (i) certified or bank cashier’s check payable to the order of the Corporation in the amount of \$_____, or (ii) a certificate or certificates for [] shares of Common Stock of the Corporation, and which have a fair market value as of the date hereof of \$_____, [and a certified or bank cashier’s check, payable to the order of the Corporation, in the amount of \$_____]. Any such stock certificate or certificates are endorsed, or accompanied by an appropriate stock power, to the order of the Corporation, with my signature guaranteed by a bank or trust company or by a member firm of the New York Stock Exchange. [I hereby acknowledge that I am purchasing these shares for investment purposes only and not for resale in violation of any federal or state securities laws.]

Very truly yours,

[Address]
(For notices, reports, dividend checks and other communications to stockholders.)



November 25, 2020

Microbot Medical Inc.
25 Recreation Park Drive, Unit 108
Hingham, Massachusetts 02043

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Microbot Medical Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), of a Registration Statement on Form S-8 (the "Registration Statement") relating to the issuance from time to time of up to an aggregate of 1,420,652 shares (the "Shares") of the Company's common stock, \$0.01 par value, pursuant to the Company's 2020 Omnibus Performance Award Plan (the "Plan").

In arriving at the opinions expressed below, we have examined and relied on the following documents:

- (i) the Registration Statement;
- (ii) the Plan;
- (iii) the Restated Certificate of Incorporation of the Company, and all amendments thereto;
- (iv) the Amended and Restated By-Laws of the Company in force as of the date hereof; and
- (v) certain resolutions of the Board of Directors of the Company.

In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such other records, documents and instruments of the Company and such other persons, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below. We have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as certified or photostatic copies. Furthermore, we have assumed that payment of the appropriate exercise price of the options issued under the Plan will be made at the time of exercise.

Based upon the foregoing, we are of the opinion that the Shares have been duly and validly authorized, and upon issuance and delivery in the manner contemplated by the Registration Statement and the Plan, the Shares will be validly issued, fully paid and non-assessable. We assume no obligation to supplement this opinion letter if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinions expressed herein after the date hereof.

The opinion expressed above is limited to questions arising under the Delaware General Corporation Law. We do not express any opinion as to the laws of any other jurisdiction.

This opinion is intended solely for the benefit of the Company and, without our prior written consent, this opinion may not be furnished to (by summary or otherwise) or relied upon by any person, firm or entity and may not be quoted or copied in whole or in part or otherwise referred to in any other document or communication or filed with any governmental agency or person, except as set forth herein.

We consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our Firm in the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

/s/ Ruskin Moscou Faltischek P.C.

RUSKIN MOSCOU FALTISCHEK P.C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 of our report dated April 14, 2020 relating to the consolidated financial statements of Microbot Medical Inc., appearing in the Annual Report on Form 10-K of Microbot Medical Inc. for the year ended December 31, 2019.

We also consent to the reference to our firm under the heading “Experts” in such Registration Statement.

Brightman Almagor Zohar & Co.,
Certified Public Accountants
A firm in the Deloitte Global Network

Tel Aviv, Israel
November 25, 2020
