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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 18, 2017 (January 18, 2017)

MICRONET ENERTEC TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction
of incorporation)

001-35850

(Commission
File Number)

27-0016420

(IRS Employer
Identification No.)

28 West Grand Avenue, Suite 3, Montvale, New Jersey

(Address of principal executive offices)

07645

(Zip Code)

(201) 225-0190

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 18, 2017, the Board of Directors of Micronet Enertec Technologies, Inc. (the “Company”) appointed Mr. Oren Harari to serve as its Chief Financial Officer, effective immediately. In conjunction with Mr. Harari’s appointment, the Company entered into an employment agreement with Mr. Harari dated January 18, 2017 (the “Employment Agreement”).

Prior to joining the Company, from January 2012 to October 2014, Mr. Harari, age 42, served as Chief Financial Officer at 3i-Mind, a software defense company (part of AGT International – a defense integrator), from September 2008 to October 2011 as Chief Financial Officer of Raysat Antenna Systems, a satellite telecommunication company (defense & commercial) and Finance Manager of Telrad Conneqy (the PBX division of Telrad Networks). Mr. Harari is a licensed Certified Public Accountant (Israel) and holds an MBA in Accounting and Corporate Finance from the College of Management and Business Administration, Tel Aviv.

Pursuant to the Employment Agreement, Mr. Harari will receive: (i) a monthly company cost of 45,780 NIS (equal to approximately US\$12,050 based on an exchange rate of 3.8 NIS to US\$1 as of January 18, 2017); (ii) shall be entitled to mobile phone and automobile maintenance reimbursement; (iii) shall be entitled to receive certain bonuses in the event of certain transactions pursuant to the terms and conditions set forth in the Employment Agreement; and (iv) shall be entitled to customary Israeli pension funds and other social benefits. The Employment Agreement is not limited to a certain duration. The Employment Agreement is terminable by either party at any time by providing 60 days’ prior written notice. The Employment Agreement also contains customary confidentiality, non-competition and non-solicitation provisions. In addition, the Company agreed to issue Mr. Harari a stock option to purchase 100,000 shares of the Company’s common stock at an exercise price of \$4.30 per share, with such option vesting as follows: (i) 1/4 vesting immediately; and (ii) 1/4 vesting on each of the first three annual anniversaries of the date of grant.

No family relationships exist between Mr. Harari and any of the Company's directors or other executive officers. There are no arrangements between Mr. Harari and any other person pursuant to which Mr. Harari was selected as an officer, nor are there any transactions to which the Company is or was a participant and in which Mr. Harari has a material interest subject to disclosure under Item 404(a) of Regulation S-K.

The Employment Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein. The foregoing is only a brief description of the material terms of the Employment Agreement and does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to such exhibit.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Personal Employment Agreement, dated January 18, 2017, between the Company and Oren Harari.

SIGNATURES

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

MICRONET ENERTEC TECHNOLOGIES, INC.

Dated: January 18, 2017

By: /s/ David Lucatz

Name: David Lucatz

Title: President and Chief Executive Officer

Personal Employment Agreement

This Personal Employment Agreement ("**Agreement**") is entered into as of January 18, 2017 by and between **Enertec Electronics Ltd.**, a company organized under the laws of the State of Israel, whose principle place of business is located at 27 Hmetzuda street, Azur, Israel, (the "**Company**") and Oren Harari, (the "**Employee**").

WHEREAS the Company desires to engage the Employee in the position described in **Exhibit A**, and the Employee represents that he has the requisite skill and knowledge to serve as such; and

WHEREAS the parties desire to set forth herein the terms and conditions of the Employee's engagement by the Company, effective as of the date of this Agreement, as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto hereby declare and agree as follows:

1. Appointment; the Position

- 1.1. The Company hereby appoints the Employee to act in the position described in **Exhibit A**. The Employee shall report regularly to the officer of the Company set forth in **Exhibit A** with respect to Employee's activities and shall be subject to the direction and control of such officer.
- 1.2. During the Term (as such term is defined below), Employee's employment shall be on a full time basis, Employee shall devote Employee's entire business time and attention to the business of the Company and shall not undertake or accept any other paid or unpaid employment or occupation except for the such engagement parties agreed upon prior to signing this agreement or with the prior written consent of the management of the Company.
- 1.3. Employee shall perform Employee's duties diligently, in good faith and in furtherance of the Company's best interests. Employee agrees and undertakes to inform the Company, immediately after Employee becomes aware of it, of any matter that may in any way raise a conflict of interest between the Employee or any member of Employee's family and the Company. During the Term, Employee shall not receive any payment, compensation or benefit from any third party in connection, directly or indirectly, with the execution of Employee's position.
- 1.4. Employee shall perform Employee's duties hereunder at the Company's facilities in Israel, but understands and agrees that Employee's position may involve travel abroad.

2. Employee's Representations and Warranties

The Employee represents and warrants that the execution and delivery of this Agreement and the fulfillment of its terms will not constitute a default under or conflict with any agreement or undertaking that the Employee may be bound by. Further, with respect to any past engagement the Employee may have had with third parties and with respect to any permitted engagement the Employee may have with any third party during the term of the Employee's engagement with the Company (for purposes hereof, such third parties shall be referred to as "**Other Employers**"), the Employee represents, warrants and undertakes that: (a) the Employee's engagement with the Company is and will not be in breach of any of the Employee's undertakings toward Other Employers, and (b) the Employee will not disclose to the Company, nor use, in provision of any services to the Company, any proprietary or confidential information belonging to any Other Employers.

3. Term of Employment

- 3.1. The Employee has assumed, or shall assume, Employee's duties on the date set forth in **Exhibit A** (the "**Commencement Date**"). This Agreement shall commence on the Commencement Date and shall continue until it is terminated as hereafter provided. The term of this Agreement shall be referred to herein as the "**Term**".
- 3.2. Either party to this Agreement may terminate this Agreement and the employment relationship hereunder at its own discretion at any time, by giving a prior written notice of 60 days to the other party.
- 3.3. Notwithstanding the aforesaid: (a) in the event of Cause (as defined hereafter) or in the event of the Disability of Employee (as hereinafter defined), the Company shall be entitled to terminate this Agreement immediately and this Agreement and the employment relationship shall be deemed effectively terminated as of the time of delivery of the Company's notice to that extent. The term "**Cause**" as used herein shall mean: (i) a determination by the Company, in the reasonable judgment of the Board of Directors of the Company (the "Board"), that the Employee has engaged in gross misconduct or breach of discipline or a serious breach of confidence; (ii) indictment or conviction of any felony involving moral turpitude or affecting the Company or its subsidiaries; (iii) any refusal to carry out a reasonable directive of the Board which involves the business of the Company or any subsidiaries thereof and was capable of being lawfully performed; (iv) embezzlement of funds of the Company or its subsidiaries; (v) falsification of records or reports; (vi) ownership, direct or indirect, of an interest in a person or entity (other than a minority interest in a publicly traded company) in competition with the products or services of the Company or its subsidiaries, including those products or services contemplated in a plan adopted by the Board or its subsidiaries; (vii) any breach of the Employee's fiduciary duties or duties of care to the Company (except for conduct taken in good faith); (viii) any breach of this Agreement or the Proprietary Information, Non-Competition and Assignment of Inventions Agreement attached hereto as Exhibit B, by the Employee, and (ix) any conduct (other than conduct in good faith) materially detrimental to the Company or its subsidiaries; (x) any other act or omission that constitutes "cause" under the laws of any jurisdiction in which the Company or any of its subsidiaries conducts its business at the time of such act. "**Disability**" shall mean any physical or mental illness or injury as a result of which Employee remains absent from work for a period of six (6) successive months, or an aggregate of six (6) months in any twelve (12) month period. Disability shall occur upon the end of such six-month period; (b) Employee's employment shall be deemed immediately terminated in case of his death.
- 3.4. During the period following notice of termination by either party, unless otherwise determined by the Company in a written notice to Employee, the Employee shall continue to perform any and all of Employee's duties under this Agreement and shall cooperate with the Company and use Employee's best efforts to assist the integration into the Company's organization of the person or persons who will assume the Employee's responsibilities.

4. Proprietary Information; Confidentiality and Non-Competition

The Employee hereby agrees to the provisions of the Company's Proprietary Information, Confidentiality and Non-Competition Agreement attached in **Exhibit B** hereto and simultaneously herewith executes a copy thereof.

5. Salary

5.1. Salary. The Company shall pay to the Employee as compensation for the employment services an aggregate base salary in the gross amount set forth in **Exhibit A** (the "**Salary**"). Except as specifically set forth herein and except all insurance and social benefits stated in section 6 hereunder, the Salary includes any and all payments to which the Employee is entitled from the Company hereunder and under any applicable law, regulation or agreement. The Employee's Salary and other terms of employment may be reviewed and updated by the Company's management, from time to time, at the Company's discretion. The Salary is to be paid to the Employee in accordance with the Company's normal and reasonable payroll practices, after deduction of applicable taxes and like payments.

5.2. The Employee hereby declares and explicitly agrees that employee's office is of managerial level that requires special degree of trust, and therefore the provisions of the Hours of Work and Rest Law 5711-1951 shall not apply to the Employee's employment.

5.3. Payment of the Salary shall be made no later than the 9th day of each calendar month after the month for which the salary is being made.

6. Insurance and Social Benefits

6.1. Subject to the terms of the Extension Order for Comprehensive Pension Insurance in the Industry pursuant to the Collective Agreements Law 5717-1957 (the "**Extension Order**") as may be amended from time to time, the Company shall insure the Employee at the Employee's choice either at a pension fund or under an accepted Manager's Insurance Scheme, either of which to be selected by the Employee (the "**Insurance Scheme**"). In addition, the Employee will be entitled to have a study fund (Keren Hishtalmut) at his discretion of which the Company will pay 7.5% and 2.5% will be paid by the Employee.

6.2. With regard to Severance Pay Law (1963), notwithstanding any terms of the applicable extension order, the terms of section 14 of said law will not apply, and the following terms shall apply:

6.2.1 Upon termination of Employee's employment in the Company by the Company (dismissal or retirement) for any reason other than for Cause (as such term is defined in section 3.3 of the Agreement) the Company shall pay to the employee the severance payment due to him under the Severance Pay Law (1963), by way of (i) automatically releasing and transferring to Employee all rights and payments accrued in the Insurance Scheme (and filling and submitting all required forms in this regard); and (ii) where the amounts so accrued are smaller than the amount of severance payments due to the Employee as aforesaid - paying to the Employee the balance between such accumulated amounts and the severance fees due to Employee as aforesaid.

- 6.2.2 Upon Employee's resignation of his employment in the Company for any reason other than for Cause the Company shall only automatically release and transfer to Employee all rights and payments accrued in the Insurance Scheme (and will fill and submit all required forms in this regard).
- 6.2.3 Notwithstanding anything above to the contrary, in any of the following events: (i) the event of termination for Cause; (ii) termination in circumstances that deny the Employee from the right to receive severance payments under applicable law; or (iii) in the event of resignation in circumstances where if not for Employee's resignation, the Company could have dismissed the Employee for Cause – the Employee shall not be entitled to any severance pay, and the funds accumulated in the Insurance Scheme towards severance pay will be returned to the Company.

6.3 The Company shall pay an amount of 2.5% of the Salary towards a fund for the event of loss of working ability (Ovdan Kosher Avoda).

6.4 The Employee will bear any and all taxes applicable to the Employee in connection with any amounts paid by the Employee and/or the Company to the Insurance Scheme under this Section 6.

7. Additional Benefits

- 7.1. The Employee shall be entitled to be reimbursed for Employee's necessary and actual business expenses including related vehicle expenses such as gasoline, toll roads and acceptable maintenance charges in accordance with the Company's policies, as the same shall change from time to time Employee shall be entitled to that number of vacation days per year set forth in **Exhibit A**. Vacation days may be carried forward from one year to the next to the extent permitted by law. The Employee shall not receive payment in lieu of any unused vacation days, except in the context of the termination of the Employee's employment with the Company.
- 7.2. The Employee's entitlement to sick leave shall be in accordance with applicable law - against the presentation of appropriate medical records.
- 7.3. The Employee shall be entitled to Recreation Pay (Dmei Havra'a) pursuant to applicable extension order.
- 7.4. Employee shall be entitled to additional benefits if and to the extent set forth in **Exhibit A**.

8. Miscellaneous

- 8.1. The preamble to this Agreement constitutes an integral part hereof. Headings are included for reference purposes only and are not to be used in interpreting this Agreement.
- 8.2. In case of contradiction between any of the Agreement's provisions and the provisions of Exhibits A or B, the provisions of the Exhibits shall govern.
- 8.3. The laws of the State of Israel shall apply to this Agreement and the sole and exclusive place of jurisdiction in any matter arising out of or in connection with this Agreement shall be the Tel-Aviv Regional Labor Court.
- 8.4. The provisions of this Agreement are in lieu of the provisions of any collective bargaining agreement, and therefore, no collective bargaining agreement shall apply with respect to the relationship between the parties hereto (subject to the applicable provisions of law).
- 8.5. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof.
- 8.6. In the event it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement unless the business purpose of this Agreement is substantially frustrated thereby.
- 8.7. This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties hereto.
- 8.8. The Employee acknowledges and confirms that all terms of Employee's employment are personal and confidential, and undertakes to keep such terms in confidence and refrain from disclosing such terms to any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Company: **Enertec Electronics Ltd.**

Employee: **Oren Harari**

By: /s/ David Lucatz
Name: David Lucatz
Title: President and Chief Executive Officer

By: /s/ Oren Harari
Name: Oren Harari
Title: Chief Financial Officer

Exhibit A

To Personal Employment Agreement by an between Enertec Electronics Ltd
and the Employee whose name is set forth herein

Name of Employee	Oren Harari
ID Number of Employee	27494103
Employee's Personal Address	47 Plmach Street, Kfar-Yona, , Israel.
Position in Company	Chief Financial Officer of Micronet Enertec Technologies Inc. ("MICT")
Reporting to	Chief Executive Officer
Commencement Date	January 18, 2017
Salary (NIS)	NIS 23,850 (Twenty-three thousand eight hundred and fifty NIS). NIS 8,750 (Eight thousand seven hundred and fifty NIS)- for global overtime NIS 2,400 (Two thousand four hundred NIS) for non-competition, at total of NIS 35,000.
Bonus	Employee shall be entitled to a Bonus pursuant to a personal bonus scheme, which shall be determined on a yearly basis and shall paid based on MICT achieving any: (i) closing of a merger or acquisition transaction by MICT and/or its subsidiaries of a target company or business (ii) the closing of an equity and/or debt fund raising pursuant to a private or public offering ("Entitling Transaction"). In the event of an Entitling Transaction, Employee shall be entitled to a cash bonus based on the following milestones: If the Entitling Transaction shall be (i) for a total consideration, equity and/or debt fund raising of up to USD \$10 million, Employee shall be entitled to a bonus equal to 0.5% of the Entitling Transaction related consideration, equity and/or debt fund raising; (ii) for a total consideration, equity and/or debt fund raising between USD \$10 million and USD \$30 million, Employee shall be entitled to a bonus equal to 0.33% of the Entitling Transaction related consideration, equity and/or debt fund raising; or (iii) for a total consideration of over USD \$30 million Employee shall be entitled to a bonus equal to 0.2% of the Entitling Transaction related consideration, equity and/or debt fund raising; all of the above provided however that in any event the bonus due and payable to Employee per each Entitling Transaction, such bonus is capped and shall not exceed USD 250,000. Consideration shall mean cash, cash equivalents, stock, warrants or any other assets or goods transferred in any Entitling Transaction.

Bonus payment shall be paid in full no later than 30 days from Closing of such Entitling Transaction.

In case of an Entitling Transaction which includes an acquisition of shares or assets and an equity/debt fund raising related to the acquisition, the entitling consideration amount will be the highest of the two.

In case of an Entitling Transaction which will include a share swap of sorts (and no cash), Employee will be entitled to a minimum bonus in cash of \$50,000 and the rest in shares based on the terms of the transaction.

In case the above bonus compensation will be less than \$50,000 per each 12 month of employment commencing January 18, 2017, the Company guarantees to pay Employee the difference between \$50,000 and the actual bonus compensation paid.

Vacation Days per Year

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Grant of Options

Subject to the receipt of approval required by the compensation committee and/or the board of directors of Micronet Enertec Technologies Inc. ("**MICT**" or "**Parent Company**"), pursuant to the terms and conditions of the MICT 2012 Incentive Share Option Plan (the "**Plan**"), Employee shall be granted options to purchase up to 100,000 shares of the common stock, \$0.001 par value per share, at the exercise price of \$4.3 per share, of Micronet Enertec Technologies Inc. (the "**Option**"). As aforementioned, the grant of the Options and the exercise price thereof are subject to the final approval of MICT's Board of Directors (which will be granted prior to the Commencement Date), to the Plan and to a specific stock option agreement to be executed under the Plan.

A pre condition for the effectiveness of this Agreement shall be the approval by the Employee and MICT (through its compensation committee and/or the board of directors of MICT) for adoption of the following terms related to the Options: 1/4 of the Option will vest on the date of grant, and the remainder of the Option shall vest at a rate of 1/4 upon the completion of every year from the date of the commencement date. Upon the completion of 3 years following the date of grant (the "**Final Date**") or at such earlier date, as set below, all Options shall become vested,

Notwithstanding anything to the contrary, the Board of Directors may determine at its sole and exclusive discretion that all or certain Options (including such that have otherwise not become vested) shall accelerate and shall vest upon a Corporate Transaction event as set forth in the Plan.

Company Phone

The Employee is entitled to a Company paid mobile phone. The Employee will transfer his personal mobile phone number 054-9910807 to the ownership of the Company and the Company will transfer back the ownership of this number to the Employee once the Employee will cease to be an employee of the Company.

Additional Agreements

None.

The Company: **Enertec Electronics Ltd.**

Employee: **Oren Harari**

By: /s/ David Lucatz
Name: David Lucatz
Title: President and Chief Executive Officer

By: /s/ Oren Harari
Name: Oren Harari
Title: Chief Financial Officer

Exhibit B

to Personal Employment Agreement by an between Eneretc Electronics Ltd.
and the Employee whose name is set forth herein

Name of Employee: Oren Harari

ID No. of Employee: 27494103

1. General

- 1.1. All the capitalized terms herein shall have the meanings ascribed to them in the Employment Agreement to which this Exhibit is attached (the "**Agreement**"); however, the term "Company" herein includes the parent company of the Company and any subsidiary thereof, as applicable. For purposes of any undertaking of the Employee toward the Company, the term Company shall include all subsidiaries and affiliates of the Company.
- 1.2. The Employee's obligations and representations and the Company's rights under this Exhibit shall apply as of the commencement of the employment relationship between the Company and the Employee, regardless of the date of execution of the Agreement.

2. Confidentiality; Proprietary Information

- 2.1. Employee acknowledges and agrees that Employee will have access to confidential and proprietary information (whether originated by the Company or received from third parties) concerning the business and financial activities of the Company, including information relating to the Company's research and development, banking, investments, investors, properties, employees, marketing plans, customers, suppliers, trade secrets, test results, processes, data, know-how, improvements, inventions, techniques and products (actual or planned). Such information, whether documentary, written, oral or computer generated, shall be referred to as "**Proprietary Information**".
- 2.2. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Company and irrespective of form but excluding information that (i) was known to Employee prior to Employee's association with the Company and can be so proven; (ii) is or shall become part of the public knowledge except as a result of the breach of the Agreement or this Exhibit by the Employee; (iii) reflects general skills and experience gained during Employee's engagement by the Company; or (iv) reflects information and data generally known in the industries or trades in which the Company operates.
- 2.3. Employee agrees that all Proprietary Information, and patents, trademarks, copyrights and other intellectual property and ownership rights in connection therewith shall be the sole property of the Company and its assigns. At all times, both during Employee's engagement by the Company and after Employee's termination, Employee will keep in confidence and trust all Proprietary Information, and the Employee will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing Employee's duties under the Agreement.

- 2.4. Upon termination of Employee's employment with the Company, Employee will promptly deliver to the Company all documents and materials of any nature pertaining to Employee's work with the Company, and will not take with Employee any documents or materials or copies thereof containing any Proprietary Information.
 - 2.5. At all times, both during Employee's employment with the Company and thereafter, Employee will keep in confidence and trust all information in connection with his employment terms with the Company, including, without limitation, the Employee's salary, social and other benefits, terms regarding Options and any other related information (the "**Employment Terms**"). Employee will not disclose or discuss any of the Employee's Employment Terms or anything relating to it, except with the Employee's legal counsel, without the written consent of the Company.
 - 2.6. Employee's undertakings set forth in this Section 2 shall remain in full force and effect after termination of this Agreement or any renewal thereof until the Proprietary Information becomes part of the public knowledge except as a result of the breach of the Agreement or this Exhibit by the Employee.
3. Disclosure and Assignment of Inventions
- 3.1. Employee understands that the Company is engaged in a continuous program of research, development, and production and marketing in connection with its business.
 - 3.2. From and after the date Employee first became employed with the Company, Employee undertakes and covenants that Employee will promptly disclose in confidence to the Company all inventions, improvements, designs, concepts, techniques, methods, systems, processes, know how, computer software programs, databases, mask works and trade secrets ("**Inventions**"), whether or not patentable, copyrightable or protectable as trade secrets, that are made or conceived or first reduced to practice or created by Employee, either alone or jointly with others, during the period of Employee's employment and in connection with Employee's employment.
 - 3.3. Employee agrees that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by Employee for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be regarded as Service Invention in the meaning of the Israeli Patent Law, 5727-1967 and will be the sole and exclusive property of the Company ("**Company Inventions**").
 - 3.4. Employee hereby irrevocably transfers and assigns to the Company all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention, and any and all moral rights that Employee may have in or with respect to any Company Invention, and expressly waives any right to any consideration of any kind with regard to the Company Inventions, the assignment of such and any use thereof, including without limitation any royalty payment and/or other payment with respect thereto.

3.5. Employee agrees to assist the Company, at the Company's expense, in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and other legal protections for the Company's Inventions in any and all countries. Employee will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of Employee's employment with the Company for a period of 2 years. Employee hereby irrevocably designates and appoints the Company and its authorized officers and agents as Employee's agent and attorney in fact, coupled with an interest to act for and on Employee's behalf and in Employee's stead to execute and file any document needed to apply for or prosecute any patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Proprietary Information (including Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Proprietary Information (including Company Inventions), with the same legal force and effect as if executed by the Employee himself.

4. Non-Competition

4.1. Both Company and Employee acknowledge Employee's right for freedom of occupation whilst protecting the Company's legitimate interests. Therefore Employee agrees and undertakes that, so long as Employee is employed by the Company and for a period of twelve (12) months following termination of Employee's employment for whatever reason, Employee will not, directly or indirectly, as owner, partner, joint venturer, stockholder, employee, broker, agent, principal, trustee, corporate officer, director, licensor or in any capacity whatsoever engage in, become financially interested in, be employed by, or otherwise render services to, any business or venture that is engaged in any activities involving products, information, processes, technology or equipment that are or could reasonably and imminently be competitive to those of the Company or any of its subsidiaries or affiliates; provided, however, that Employee may own any securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time one percent of any class of stock or securities of such company, and so long as Employee has no role in the publicly owned and traded company as director, employee, consultant or otherwise. Employee agrees and understand that his Salary (set forth in Exhibit A) includes adequate compensation for his undertakings in this Section 4.1 and is about 20% higher than it would have been should the Employee had not taken said undertakings.

4.2. Employee agrees and undertakes that during the period of Employee's employment and for a period of twenty four (24) months following termination, Employee will not, directly or indirectly, including personally or in any business in which Employee is an officer, director or shareholder, for any purpose or in any place, solicit for employment or employ any person employed by the Company (or retained by the Company as a consultant, if such consultant is prevented thereby from continuing to render its services to the Company) on the date of such termination or during the preceding twelve (12) months.

4.3. If any one or more of the terms contained in this Section 4 shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, the term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable Israeli law.

Employee: **Oren Harari**

By: /s/ Oren Harari
Name: Oren Harari
Title: Chief Financial Officer

The Company: **Enertec Electronics Ltd.**

By: /s/ David Lucatz
Name: David Lucatz
Title: President and Chief Executive Officer