

Personal and Confidential

July 14, 2015

Mr. Benny Gantz

B.G. Prime Ltd.

RE: Proposal

We are delighted to set forth in writing our proposal with respect to your assumption of the role of the Chairman of the Board of Directors of Fifth Dimension Holdings Ltd.

Below is a summary of our proposal and if acceptable to you, we will work together with your legal counsel to formalize these terms through definitive directorship agreement and option award:

Position

You will assume the position of an Active Chairman of the Board of Directors of Fifth Dimension on September 1, 2015 (the "Effective Date")

Scope

As an Active Chairman, you will devote to the Chairmanship position an average of three hours per week in our offices in Tel Aviv and an average of four full working days per month in travels abroad (chalk time)

Compensation

A monthly fee of US\$ 5,000 plus VAT

A per diem (per day) fee of US\$ 3,000 plus VAT with respect to travels abroad

You will be entitled to reimbursement of your expenses incurred in connection with your Chairmanship role (including air-fair and lodging) in accordance with Fifth Dimension's policy

Grant of Options

Fifth Dimension will grant you such number of options to purchase Ordinary Shares of Fifth Dimension equal to 6.0% of the share capital of the Company on a fully diluted basis as of the Effective Date on the following terms:

- Vesting –
 - 2.0% will vest immediately but the exercise thereof is conditioned upon your continued service as an Active Chairman of Fifth Dimension for a full year;
 - 3.0% will vest on a quarterly basis within the first eight quarters (two years) conditioned upon your continued service as an Active Chairman of Fifth Dimension;
 - 1.0% will vest on a quarterly basis within the four quarters during the third year of your service conditioned upon your continued service as an Active Chairman of Fifth Dimension;
 - full acceleration of all options upon an exit event or an IPO
- Options will be granted under the terms of a Section 102(b)(2) approved option plan which will include customary terms
- Exercise price - equal to NIS 0.01, being the par value per share

Conflict of Interests

As long as you serve as an Active Chairman of Fifth Dimension:

- (A) You shall avoid any conflict of interest and you shall not engage in any activity which creates a conflict of interest with respect to your position as a director of Fifth Dimension. In particular (but without derogating from the generality of the preceding sentence), (i) you shall not act for or represent (directly or indirectly, whether through an affiliate or partnership with others), any entity or person who is engaged in the provision of services or products or solutions in the field of development, configuration, marketing, sale, integration and implementation of projects and solutions (including tactical verticals thereof) in the field of cyber intelligence, and command and control systems for general intelligence and maritime uses (a “Competing Activity”) and (ii) you shall not carry on or hold an interest in any company, venture, entity or other business which engages in a Competing Activity,

except as an investor in a corporation whose stock is publicly traded and in which you hold less than 5% of the outstanding shares;

- (B) You shall not solicit any customer or potential customer of Fifth Dimension on behalf of a competitor of Fifth Dimension engaged in a Competing Activity;
- (C) You shall not induce or seek to induce, any customer or potential customer of Fifth Dimension to discontinue its relationship with us; and
- (D) You shall not induce or solicit any person employed or under contract with us or any of our affiliates to terminate their relationship with us (or the relevant affiliate) or to provide competing sales or marketing services to any other entity engaged in a Competing Activity.

Termination

Either party may terminate the relationship upon 30 days' written notice to the other party

Board of Directors Approval

This offer is subject to the approval of the Board of Directors of Fifth Dimension

Please indicate by signing below that you agree to these terms so we can draft relevant documentation reflecting the provisions hereof, to be discussed and agreed with you, and seek Fifth Dimension's board of directors' approval. It is agreed and acknowledged that: (i) to the extent that such approval of the board and/or agreement between us on the definitive documents and execution thereof are not obtained by August 15, 2015, this Proposal and your agreement below shall both be deemed as if terminated, and (ii) the failure to execute and deliver definitive agreements pursuant to this Proposal shall impose no liability on Fifth Dimension or you, as the case may be.

Sincerely,

Doron Cohen

Vice Chairman, Fifth Dimension Holdings Ltd.

Accepted and agreed to:

~~B.G. PRIME LTD~~

Benny Ganz

B.G. Prime Ltd.

