As filed with the Securities and Exchange Commission on July 15, 2014

Registration No. 333-_____

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

QUALCOMM Incorporated
(Exact name of registrant as specified in its charter)

Delaware	**95-3685934**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**
5775 Morehouse Drive, San Diego, CA	**92121**
(Address of principal executive offices)	**(Zip Code)**

WILOCITY LTD. US KEY EMPLOYEE SHARE INCENTIVE PLAN, 2007

WILOCITY LTD. ISRAELI KEY EMPLOYEE SHARE INCENTIVE PLAN, 2007

WILOCITY LTD. OPTION AGREEMENTS

(Full title of the plans)

Steven M. Mollenkopf
Chief Executive Officer
QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California, 92121

(Name and address of agent for service)

858-587-1121

(Telephone number, including area code, of agent for service)

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

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of securities to be registered[1]	Amount to be registered[2]	Proposed maximum offering price per share[3]	Proposed maximum aggregate offering price[3]	Amount of registration fee[3]
Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended				
Common Stock, Par Value $0.0001	48,953	$1.75	$85,668	$11.03
Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended				
Common Stock, Par Value $0.0001	97,983	$5.88	$576,140	$74.21
Wilocity Ltd. Option Agreements, as amended				
Common Stock, Par Value $0.0001	5,170	$11.04	$57,077	$7.35
Total	152,106	N/A	$718,885	$92.59

1. The securities to be registered include options to acquire Common Stock.

2. The shares to be registered by QUALCOMM Incorporated (the "Registrant" or the "Company") on this Form S-8 Registration Statement represent shares issuable under the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended, the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended, and the Wilocity Ltd. Option Agreements, as amended, all of which were assumed by the Company on July 2, 2014 pursuant to that certain Share Purchase Agreement, dated May 30, 2014, by and among QUALCOMM Israel Ltd., Wilocity Ltd. ("Wilocity"), certain of the shareholders of Wilocity and Shareholder Representative Services LLC, as shareholders' agent (the "Share Purchase Agreement").

3. Estimated pursuant to Rule 457 solely for purposes of calculating the registration fee. The fee is calculated on the basis of the weighted average price at which outstanding options may be exercised, as adjusted pursuant to the Share Purchase Agreement.

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PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The Company hereby incorporates by reference in this registration statement on Form S-8 (the "Registration Statement") the following documents:

(a) The Company's latest annual report on Form 10-K filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), containing audited financial statements for the Company's latest fiscal year ended September 29, 2013 as filed with the Securities and Exchange Commission (the "Commission") on November 6, 2013.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the registrant document referred to in (a) above.

(c) The description of the Company's Common Stock contained in the Company's registration statements filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

In addition, all documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement 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 by reference in this Registration Statement and made part hereof from their respective dates of filing (such documents, and the documents listed above, being hereinafter referred to as "Incorporated Document(s)"); provided, however, that the documents listed above or subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act in each year during which the offering made by this Registration Statement is in effect prior to the filing with the Commission of the Company's Annual Report on Form 10-K covering such year shall cease to be Incorporated Documents or be incorporated by reference in this Registration Statement from and after the filing of such Annual Report.

Any statement contained in an Incorporated Document 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 Incorporated Document modifies or supersedes such statement. Any statement contained herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

The class of securities to be offered is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Under Section 145 of the Delaware General Corporation Law, the Company has broad powers to indemnify its directors and officers against liabilities they may incur in such capacities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). The Company's Bylaws require the Company to indemnify its directors and executive officers and provide that the Company may indemnify its other officers to the full extent permitted by law. The Company believes that indemnification under its Bylaws covers at least negligence and gross negligence by officers and directors, and requires the Company to advance litigation expenses in the case of stockholder derivative actions or other actions, against an undertaking by the officer or director to repay such advances if it is ultimately determined that the officer or director is not entitled to indemnification. The Bylaws further provide that rights conferred under such Bylaws shall not be deemed to be exclusive of any other right such persons may have or acquire under any statute, provision of any Certificate of Incorporation, Bylaw, agreement, vote of stockholders, disinterested directors or otherwise.

In addition, the Company's Certificate of Incorporation provides that, pursuant to Delaware law, its directors shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to the Company and its stockholders. This provision in the Certificate of Incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to the Company, or acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for actions leading to

improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

The Company currently has a directors and officers liability insurance policy that provides coverage to our directors and officers for non-indemnifiable losses.

The Company has entered into separate indemnification agreements with its directors and executive officers. These agreements may require the Company, among other things, to indemnify its directors and executive officers against certain liabilities that may arise by reason of their status or service (other than liabilities arising from willful misconduct of a culpable nature), to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified, and to obtain insurance if available on reasonable terms.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See Exhibit Index.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

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

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

(ii) To reflect in the prospectus any facts or events arising after the effective date of this 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 this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this 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.

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.

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

SIGNATURE

Pursuant to the requirements of the Securities Act of 1933, as amended, 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 with respect to the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended, the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended, and the Wilocity Ltd. Option Agreements, as amended, to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on July 15, 2014.

QUALCOMM Incorporated

By: /s/ Steven M. Mollenkopf
Steven M. Mollenkopf
Chief Executive Officer

SIGNATURES AND POWER OF ATTORNEY

The officers and directors of QUALCOMM Incorporated whose signatures appear below hereby constitute and appoint Steven M. Mollenkopf and George S. Davis, and each of them, their true and lawful attorneys and agents, with full power of substitution, each with power to act alone, to sign and execute on behalf of the undersigned this Registration Statement on Form S-8 with respect to the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended, and the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended, and any amendment or amendments thereto, and each of the undersigned does hereby ratify and confirm all that each of said attorney and agent, or their or his substitutes, shall do or cause to be done by virtue hereof.

Signature	Title	Date
/s/ Steven M. Mollenkopf Steven M. Mollenkopf	Chief Executive Officer and Director (Principal Executive Officer)	July 15, 2014
/s/ George S. Davis George S. Davis	Chief Financial Officer (Principal Financial and Accounting Officer)	July 15, 2014
/s/ Paul E. Jacobs Paul E. Jacobs	Director	July 15, 2014
/s/ Barbara T. Alexander Barbara T. Alexander	Director	July 15, 2014
/s/ Donald G. Cruickshank Donald G. Cruickshank	Director	July 15, 2014
/s/ Raymond V. Dittamore Raymond V. Dittamore	Director	July 15, 2014
/s/ Susan Hockfield Susan Hockfield	Director	July 15, 2014
/s/ Thomas W. Horton Thomas W. Horton	Director	July 15, 2014
/s/ Sherry L. Lansing Sherry L. Lansing	Director	July 15, 2014
/s/ Harish Manwani Harish Manwani	Director	July 15, 2014
/s/ Duane A. Nelles Duane A. Nelles	Director	July 15, 2014
/s/ Clark T. Randt, Jr. Clark T. Randt, Jr.	Director	July 15, 2014
/s/ Francisco Ros Francisco Ros	Director	July 15, 2014
/s/ Jonathan J. Rubinstein Jonathan J. Rubinstein	Director	July 15, 2014
/s/ Brent Scowcroft Brent Scowcroft	Director	July 15, 2014
/s/ Marc I. Stern Marc I. Stern	Director	July 15, 2014

EXHIBIT INDEX

4.1	Restated Certificate of Incorporation of the Company, as amended, is incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 18, 2012.
4.2	Amended and Restated Bylaws of the Company are incorporated by reference to Exhibit 3.4 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 11, 2012.
4.3	Amended and Restated Rights Agreement dated as of September 26, 2005 between the Company and Computershare Trust Company, N.A., as successor Rights Agent to Computershare Investor Services LLC is incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 30, 2005.
4.4	Amendment dated as of December 7, 2006 to the Amended and Restated Rights Agreement dated as of September 26, 2005 between the Company and Computershare Trust Company, N.A., as successor Rights Agent to Computershare Investor Services LLC is incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 12, 2006.
5	Opinion re legality
23.1	Consent of Counsel (included in Exhibit 5)
23.2	Consent of Independent Registered Public Accounting Firm
24	Power of Attorney (included in signature pages to this Registration Statement)
99.1	Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended
99.2	Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended
99.3	Form of Wilocity Ltd. Option Agreement, as amended
99.4	Resolutions Amending Wilocity Ltd. Equity Plans

Exhibit 5

DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133
T: (858) 677-1400
F: (858)-677-1401
www.dlapiper.com

July 15, 2014

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Ladies and Gentlemen:

As legal counsel for QUALCOMM Incorporated, a Delaware corporation (the "Company"), we are rendering this opinion in connection with the registration under the Securities Act of 1933, as amended, of up to 152,106 shares of the Common Stock, $0.0001 par value (the "Registration Statement"), of the Company which may be issued in connection with the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007, as amended, the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, as amended, and the Wilocity Ltd. Option Agreements, as amended (collectively, the "Plans").

We have examined all instruments, documents and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. We express no opinion concerning any law other than the corporation laws of the State of Delaware and the federal law of the United States. As to matters of Delaware corporation law, we have based our opinion solely upon our examination of such laws and the rules and regulations of the authorities administering such laws, all as reported in standard, unofficial compilations. We have not obtained opinions of counsel licensed to practice in jurisdictions other than the State of California.

Based on such examination, we are of the opinion that the 152,106 shares of Common Stock which may be issued in connection with the Plans are duly authorized shares of the Company's Common Stock, and, when issued against receipt of the consideration therefore in accordance with the provisions of the Plans, will be validly issued, fully paid and nonassessable. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement referred to above and the use of our name wherever it appears in said Registration Statement.

Respectfully submitted,

/s/ DLA Piper LLP (US)

DLA PIPER LLP (US)

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated November 6, 2013 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in QUALCOMM Incorporated's Annual Report on Form 10-K for the year ended September 29, 2013.

/s/ PricewaterhouseCoopers LLP

San Diego, California
July 15, 2014

Exhibit 99.1

Wilocity Ltd.

US Key Employee Share Incentive Plan, 2007

I. Name, Purpose and Definitions

1. **Name**

This plan, as amended from time to time, shall be known as the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007 or the Plan.

2. **Purpose**

The purpose and intent of the Plan is to provide incentives to the employees and directors of Wilocity, Inc., a Delaware corporation (the "**Subsidiary**") by giving them the opportunity to purchase Ordinary Shares of Wilocity Ltd. (the "**Company**") pursuant to an incentive plan approved by the Board of Directors of the Company and the Subsidiary which is designed in part to benefit from tax benefits available to employees under Section 422 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

3. **Definitions**

As used in this Plan, the following terms shall have the meanings assigned to them in this Section 3.

"**Act**" shall mean the Delaware General Corporation Law, as the same may be amended from time to time.

"**Applicable Laws**" means the legal requirements relating to the administration of stock incentive plans, if any, under applicable provisions of United States and Israeli securities laws, state corporate and securities laws, the Code, the Act, the Israeli Companies Law, 1999, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Options granted to residents therein.

"**Board**" shall mean the board of directors of the Company.

"**Company**" shall mean Wilocity Ltd., an Israeli corporation.

"**Controlling Shareholder**" shall mean any person that holds, directly or indirectly, alone or together with such person's Relative, either: (i) 10% or more of the Company's or the Subsidiary's issued share capital or voting power; (ii) the right to hold 10% or more of the Company's or the Subsidiary's issued share capital or voting power or to acquire the same; (iii) the right to receive 10% or more of the Company's or the Subsidiary's profits; or (iii) the right to appoint at least one Director of the Company or the Subsidiary.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Date of Grant**" shall have the meaning set forth in Section 7.3.

"**Director**" shall mean a member of the Board of Directors of the Subsidiary.

"**Disability"** shall mean the inability, due to illness, injury or mental condition to engage in any gainful occupation for which an individual is qualified by education, training or experience, and such condition continues for at least six (6) months.

"**Employee**" shall mean an employee of the Subsidiary, excluding, however, a Controlling Shareholder or any Officer or Director of the Subsidiary who is not an Employee of the Subsidiary.

"**Exercise Price**" shall mean the price required to be paid by a Grantee in connection with the exercise of an Option.

"**Fair Market Value**" shall mean, as of any date, the value of an Ordinary Share, which shall be determined as follows: (i) if the Ordinary Shares are listed or quoted on any established stock exchange or a national market system, including without limitation the NASDAQ National Market system, or the NASDAQ SmallCap Market of the NASDAQ Stock Market, the Fair Market Value shall be the closing sales price for such Ordinary Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Board deems reliable; or (ii) in the absence of an established market for the Shares, the Fair Market Value thereof as determined in good faith by the Board.

"**Grantee**" means an Employee to whom Options are granted under this Plan.

"**Incentive Stock Option**" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

"**M&A Transaction"** shall mean a merger, acquisition or reorganization of the Company with one or more other entities in which the Company is not the surviving entity.

"**Notice of Grant**" shall have the meaning set forth in Section 7.4.

"**Non-Qualified Stock Option**" means an Option not intended to qualify as an Incentive Stock Option.

"**Officer**" shall mean an officer of the Subsidiary as defined in the Act.

"**Option**" shall mean an Option to purchase one (1) Ordinary Share.

"**Ordinary Share**" or "**Share**" shall mean an Ordinary Share of the Company, NIS 0.01 par value.

"**Relative**" shall mean a spouse, sibling, parent, grand-parent, descendant, a spouse's descendant and a spouse of any of the foregoing.

"**Successor Corporation**" shall mean the surviving entity in a M&A Transaction.

II. General Terms and Conditions of the Plan

4. **Administration**

4.1. The Plan will be administered by the Board. The Board shall have the full authority in its sole and absolute discretion, from time to time and at any time, to determine:

(a) the identity of the Grantees;

(b) the number of Options to be granted to each Grantee;

(c) the time or times at which the same shall be granted;

(d) the Exercise Price, schedule and conditions relating to the exercise of such Options; and/or

(e) any other matter that, in the Board's sole and absolute discretion, is necessary or desirable for, or incidental to, the administration of the Plan. Without derogating from the above, in determining the number of Options to be granted to each Grantee, the Board may consider, among other things, the Grantee's salary, the duration of the Grantee's employment by the Company, and the Grantee's contribution to the Company.

4.2. The Board may, from time to time, adopt such rules and regulations for carrying out the Plan as it may deem necessary. No member of the Board shall be liable for any act or determination made in good faith with respect to the Plan or any Option granted hereunder.

4.3. The Board shall be entitled to delegate its power hereunder to a compensation committee that shall be comprised of members of the Board, provided, however, that the identity of each of the Grantees, the number of Options to be granted, the term thereof and the actual grant thereof must be approved by the Board.

4.4. The interpretation and construction by the Board of any provision of the Plan or of any Option thereunder shall be final and conclusive unless otherwise determined by the Board.

5. **Grant of Shares/Restrictions on Issuance of Options**

The Board shall be entitled to grant to certain Employees shares of the Company instead of Options, as it may deem desirable. The provisions of the Plan shall apply to such grant of shares mutatis mutandis.

6. **Eligible Grantees**

6.1. The Board, at its discretion, may grant Options to any Employee, provided, however that all grants of Options to Directors and other Officers of the Company shall be authorized and implemented only in accordance with the provisions of Applicable Laws.

6.2. The grant of an Option to a Grantee hereunder, shall neither entitle such Grantee to participate, nor disqualify him from participating, in any other grant of Options pursuant to this Plan or any other share options incentive plan of the Company, or any parent or subsidiary company of the Company.

7. **Grant of Options**

7.1. Options may be granted at any time after the date of adoption of this Plan by the Company, through and including the day immediately preceding the tenth (10^{th}) anniversary of such date. Subject to the provisions of Section 16 below, the maximum aggregate number of Shares which may be issued pursuant to all Options granted under this Plan (including Incentive Stock Options) is 1,100,000 Shares. The Shares may be authorized, but unissued, or reacquired Ordinary Shares. Any Shares covered by an Option granted under this Plan which is forfeited or canceled, expires or is settled in cash, shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Shares which may be issued under the Plan. Shares that actually have been issued under the Plan pursuant to an exercise of an Option shall not be returned to the Plan and shall not become available for future issuance under the Plan, except that if unvested Shares are forfeited, or repurchased by the Company at their original purchase price, such Shares shall become available for future grant under the Plan.

7.2. Incentive Stock Options may be granted only to Employees of the Company. Non-Qualified Stock Options may be granted to Employees, Directors and consultants. An Employee, Director or consultant who has been granted an Option may, if otherwise eligible, be granted additional Options. Options may be granted to such Employees, Directors or Consultants who are residing outside of the United States as the Administrator may determine from time to time.

7.3. The Date of Grant of an Option shall be the date specified by the Board in its determination relating to the award of such Option.

7.4. The Board shall remit to each Grantee a Notice of Grant, which shall include the number of Options granted to such Grantee, a designation of whether such Options are intended to be Incentive Stock Options or Non-Qualified Stock Options, the vesting schedule, the terms of exercise of such Options and such other terms and conditions as the Board, at its discretion, may prescribe, including, without limitation, the requirement that a Grantee execute an agreement relating to such Options in such form as the Board may prescribe; provided, however, that in the case of the grant of Incentive Stock Options, the Exercise Price of such Options shall not be less than the fair market value of the Shares for which shall Options shall be exercisable at the time such Options are granted, all as determined by the Board in accordance with Section 422 of the Code and the regulations promulgated thereunder.

8. **Dividends and Voting Rights**

All Ordinary Shares issued upon the exercise of Options granted under the Plan shall entitle the Grantee to all the rights attached to the Ordinary Shares of the Company, including the right to receive dividends with respect thereto and to vote the same at any meeting of the shareholders of the Company. Notwithstanding the above, until the closing of the Company's initial public offering of shares, Ordinary Shares issued upon the exercise of Options granted under this Plan shall be voted (including the execution of any written consents) by an irrevocable proxy executed by the Grantee, delivered to the Chairman of the Board of Directors of the Company (the "**Chairman**") appointing the Chairman as proxy to vote on behalf of the Grantee, on all matters on which the holders of Ordinary Shares shall have a vote. On each and every issue brought before the shareholders of the Company for their resolution, the Chairman shall abstain, provided however that if the shareholders adopt a resolution by way of a unanimous written resolution, the Chairman shall vote the Ordinary Shares in respect of which he/her is a proxy in favor of such resolution.

9. **Term of Options**

Without derogating from the rights and powers of the Board under Section 4.1 hereof, unless otherwise specified in the Notice of Grant, each Option shall be exercisable for a term of ten (10) years, and the vesting schedule of any quantity of Options granted under the Plan shall be such that twenty-five percent (25%) of such Options shall vest on the first anniversary of the Date of Grant, and the remaining seventy-five percent (75%) of such Options shall vest equally at the end of each month, of a 36 month period, which period starts on the first anniversary of the Date of Grant and ends on the fourth anniversary of the Date of Grant.

10. **Exercise Price**

Without derogating from the rights and powers of the Board under Section 4.1 hereof, but subject to the provisions of Section 7.4 hereof in the case of Incentive Stock Options, the Exercise Price per Ordinary Share covered by each Option shall not be less than the par value of the Ordinary Shares.

11. **Exercise of Options**

11.1. Options shall be exercisable pursuant to the terms under which they were awarded and subject to the terms and conditions of the Plan.

11.2. The exercise of an Option shall be made by a written notice of exercise delivered by the Grantee to the Company at its principal executive office specifying the number of Options to be exercised and accompanied by the payment therefor, and containing such other terms and conditions as the Board shall prescribe from time to time.

11.3. Anything herein to the contrary notwithstanding, but without derogating from the provisions of Section 12 hereof, if any Option has not been exercised within ten (10) years after the Date of Grant (or any shorter period set forth in the Notice of Grant), such Option shall terminate, all interests and rights of the Grantee in and to the same shall ipso facto expire, and, in the event that in connection therewith any Options are still held in trust as aforesaid, the trust with respect thereto shall ipso facto expire.

11.4. Each payment for Ordinary Shares shall be in respect of a whole number of Ordinary Shares, and shall be effected in cash or by a cashier's check payable to the order of the Company, or such other method of payment acceptable to the Company.

12. **Termination of Employment**

In the event that a Grantee ceases to be employed by the Company for any reason, all Options previously granted to such Grantee shall terminate as follows:

12.1. If the Grantee's termination of employment is due to such Grantee's death or Disability, such Options (to the extent vested at the time of the Grantee's termination of employment) shall be exercisable by the Grantee's legal representative, estate manager or any other person to whom the Grantee's rights are transferred by will or by laws of descent or distribution, or the Grantee, as the case might be, for a period of six (6) months following such termination of employment or provision of services (but in no event after the expiration date of such Options), and shall thereafter terminate.

12.2. If the Grantee's termination of employment is due to, or connected with, one of the following instances, said Grantee's Options shall immediately expire and said Grantee shall not be entitled to exercise any of said Grantee's Options, even if such Options had already vested at that time. The said instances are as follows:

a. The Grantee acts dishonestly or breaches his fiduciary duties or duty of loyalty towards the Company and/or its subsidiaries;

b. The Grantee is grossly negligent in fulfilling his duties towards the Company and/or its subsidiaries;

c. The Grantee breaches intentionally in a material way the terms of his employment agreement, or other agreement with the Company and/or its subsidiaries.

12.3. If the Grantee's termination of employment is for any reason other than those described in sub-sections 12.1 or 12.2 above, such Options (to the extent vested at the time of the Grantee's termination of employment or provision of services) shall be exercisable for a period of sixty (60) days following such termination of employment or provision of services, and shall thereafter terminate.

12.4. Options that have not vested at the time of the Grantee's termination of employment shall expire immediately upon the termination of such employment.

Notwithstanding the foregoing provisions of this Section 12, the Board may provide, either at the time an Option is granted or thereafter, that such Option may be exercised after the periods provided for in Section 13.1, but in no event beyond the term of the Option.

13. **Adjustment Upon Changes in Capitalization, M&A Transaction or Restructuring**

13.1. In the event of an M&A Transaction occurring while unexercised Options remain outstanding under the Plan, the Options shall be assumed or substituted by the Successor Corporation (or a parent or subsidiary of the Successor Corporation), and appropriate adjustments shall be made in the Exercise Price in order to reflect such action as determined by the Board, which determination shall be final.

13.2. For the purposes of Section 13.1 above, the Options shall be considered assumed or substituted if, following the M&A Transaction, the Options confer the right to purchase or receive, for each Ordinary Shares subject to the Options immediately prior to the M&A Transaction, the consideration (whether shares, options, cash, or other securities or property) received in the M&A Transaction by holders of shares of the Company for each share held on the effective date of the M&A Transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of the Company); provided, however, that if such consideration received in the M&A Transaction is not solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary, the Board may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of the Option to be solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary equal in Fair Market Value to the per share consideration received by holders of a majority of the Company's outstanding shares in the M&A Transaction; and provided further that the Board may determine, in its discretion, that in lieu of such assumption or substitution of Options for options of the Successor Corporation or its parent or subsidiary, such Options will be substituted for any other type of asset or property including cash which is fair under the circumstances.

13.3. If the outstanding shares of the Company shall at anytime be changed or exchanged by declaration of a stock dividend, stock split, combination, reorganization or exchange of shares, recapitalization, or any other like event of the Company (except for events referred in Section 13.1 above), then in such event only and as often as the same shall occur, the number of Options outstanding and the Exercise Prices thereof shall be appropriately and equitably adjusted .

14. **Non-Transferability**

14.1. No Option shall be assignable or transferable by the Grantee to whom granted otherwise than by will or the laws of descent and distribution, and an Option may be exercised during the lifetime of the Grantee only by such Grantee or by such Grantee's guardian or legal representative. The terms of such Option shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Grantee.

14.2. Subject to all conditions and terms set out in the Articles of Association of the Company, as the same may be amended from time to time, and subject to all conditions and terms set out in this Plan, each Grantee shall be entitled to transfer to any third party any Ordinary Shares purchased pursuant to the exercise of Options granted to him/her, provided, however, that the Board may request, as a condition precedent to a transfer of Ordinary Shares that the transferee(s) of any Ordinary Shares shall execute a proxy similar to the proxy referred to in Section 9 above.

15. **Lock-Up**

After the Company's initial public offering in any stock exchange, all shares held by the Grantee shall be subject to any

legal restrictions on the sale of shares of the Company and/or to any restrictions on the sale of shares of the Company required by the underwriters, or by applicable regulations, in such public offering, and the Grantee shall be required to cooperate with the Company and sign any document that may be required by the underwriters, or by the relevant stock exchange or similar body.

16. **Amendment of the Plan**

The Board may, at any time and from time to time, terminate or amend the Plan in any respect. Subject to Section 13, in no event shall any action of the Board alter or impair the rights of a Grantee, without his consent, under any Option previously granted to him.

17. **Tax Consequences**

All tax consequences arising from the grant or exercise of any Option, from the payment for, or the subsequent disposition of, Shares covered thereby or from any other event or act (of the Company or the Grantee) hereunder, shall be borne solely by the Grantee, and the Grantee shall indemnify the Company, and hold it harmless against and from any and all liability for any such tax or interest or penalty thereon.

18. **Continuance of Employment**

Neither this Plan nor the grant of an Option hereunder shall impose any obligation on the Company to continue the employment of any Grantee, or to use services of any Grantee, and nothing in the Plan or in any Option granted pursuant thereto shall confer upon any Grantee any right to continue in the employ of the Company, or restrict the right of the Company to terminate such employment or provision of services at any time.

19. **Governing Law**

The Plan and all instruments issued thereunder or connection therewith, shall be governed by, and interpreted in accordance with the laws of the State of Israel, without regard to principles of conflicts of laws.

20. **Application of Funds**

The proceeds received by the Company from the issuance of Shares pursuant to Options granted under the Plan will be used for general corporate purposes of the Company, or as otherwise determined by the Board.

21. **Multiple Agreements**

The terms of each Option may differ from other Options granted under the Plan at the same time, or at any other time. The Board may also grant more than one Option to a given Grantee during the term of the Plan, either in addition to, or in substitution for, one or more Options previously granted to that Grantee. The grant of multiple Options may be evidenced by a single Notice of Grant or multiple Notices of Grant, as determined by the Board.

22. **Non-Exclusivity of the Plan**

Unless otherwise agreed to in writing by the Grantee, or otherwise specifically stated in the Notice of Grant, the adoption of the Plan by the Board shall not be construed as amending, modifying or rescinding any previously approved incentive arrangement or as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable.

Exhibit 99.2

Wilocity Ltd.

Israeli Key Employee Share Incentive Plan, 2007

I. Name, Purpose and Definitions

1. **Name**

This plan, as amended from time to time, shall be known as the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007 or the Plan.

2. **Purpose**

2.1. The purpose and intent of the Plan is to provide incentives to the Israeli employees and directors of Wilocity Ltd. or any of its Subsidiaries by giving them the opportunity to purchase Ordinary Shares, pursuant to an incentive plan approved by the Board of Directors of the Company and the Israeli tax authorities, which is designed to benefit from tax benefits available to employees under Section 102 of the Income Tax Ordinance and the rules and regulations promulgated thereunder.

2.2. This Plan is designed to comply with the "Capital Gain Track" under Section 102 of the Income Tax Ordinance; i.e. Options granted hereunder shall be subject to Section 102(b)(2) of the Income Tax Ordinance.

3. **Definitions**

As used in this Plan, the following terms shall have the meanings assigned to them in this Section 3.

"**Board**" shall mean the board of directors of the Company.

"**Company**" shall mean Wilocity Ltd.

"**Companies Law"** shall mean the Israeli Companies Law, 1999.

"**Controlling Shareholder**" shall mean any person that holds, directly or indirectly, alone or together with such person's Relative, either: (i) 10% or more of the Company's issued share capital or voting power; (ii) the right to hold 10% or more of the Company's issued share capital or voting power or to acquire the same; (iii) the right to receive 10% or more of the Company's profits; or (iii) the right to appoint at least one Director.

"**Date of Grant**" shall have the meaning set forth in Section 7.2.

"**Director**" shall mean a member of the Board.

"**Disability"** shall mean the inability, due to illness, injury or mental condition to engage in any gainful occupation for which an individual is qualified by education, training or experience, and such condition continues for at least six (6) months.

"**Employee**" shall mean an Israeli employee of the Company or any of its Subsidiaries, including an Israeli Director or other Officer of the Company or any of its Subsidiaries, excluding, however, a Controlling Shareholder.

"**Exercise Price**" shall mean the price required to be paid by a Grantee in connection with the exercise of an Option.

"**Fair Market Value**" shall mean, as of any date, the value of an Ordinary Share, which shall be determined as follows: (i) if the Ordinary Shares are listed or quoted on any established stock exchange or a national market system, including without limitation the NASDAQ National Market system, or the NASDAQ SmallCap Market of the NASDAQ Stock Market, the Fair Market Value shall be the closing sales price for such Ordinary Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Board deems reliable; or (ii) in the absence of an established market for the Shares, the Fair Market Value thereof as determined in good faith by the Board.

"**Grantee**" an Employee to whom Options are granted under this Plan.

The "**Income Tax Ordinance**" shall mean the Israeli Income Tax Ordinance [New Version], 1961, as amended.

"**M&A Transaction"** shall mean a merger, acquisition or reorganization of the Company with one or more other entities in which the Company is not the surviving entity.

"**Notice of Grant**" shall have the meaning set forth in Section 7.3.

"**Officer**" shall mean an office holder in the Company - "Nose Misra", as such term is defined in the Companies Law, excluding, however, a Director.

"**Option**" shall mean an Option to purchase one (1) Ordinary Share.

"**Ordinary Share**" shall mean an Ordinary Share of the Company, NIS 0.01 par value.

"**Relative**" shall mean a spouse, sibling, parent, grand-parent, descendant, a spouse's descendant and a spouse of any of the foregoing.

"**Release Date**" shall have the meaning set forth in Section 8.2.

"**Subsidiary**" shall mean any company controlled by the Company.

"**Successor Corporation**" shall mean the surviving entity in a M&A Transaction.

"**Trustee**" shall mean a trustee designated by the Board and approved by the Income Tax Authorities.

II. General Terms and Conditions of the Plan

4. **Administration**

4.1. The Plan will be administered by the Board. The Board shall have the full authority in its sole and absolute discretion, from time to time and at any time, to determine:

a. the identity of the Grantees;

b. the number of Options to be granted to each Grantee;

c. the time or times at which the same shall be granted;

d. the Exercise Price, schedule and conditions relating to the exercise of such Options;

e. the schedule and conditions on which the Options and/or Ordinary Shares issued upon exercise of Options shall be released from the Trustee; and/or

f. any other matter that, in the Board's sole and absolute discretion, is necessary or desirable for, or incidental to, the administration of the Plan. Without derogating from the above, in determining the number of

Options to be granted to each Grantee, the Board may consider, among other things, the Grantee's salary, the duration of the Grantee's employment by the Company, and the Grantee's contribution to the Company.

4.2. The Board may, from time to time, adopt such rules and regulations for carrying out the Plan as it may deem necessary. No member of the Board shall be liable for any act or determination made in good faith with respect to the Plan or any Option granted hereunder.

4.3. The Board shall be entitled to delegate its power hereunder to a compensation committee that shall be comprised of members of the Board, provided, however, that the identity of each of the Grantees, the number of Options to be granted, the term thereof and the actual grant thereof must be approved by the Board.

4.4. The interpretation and construction by the Board of any provision of the Plan or of any Option thereunder shall be final and conclusive unless otherwise determined by the Board.

5. **Grant of Shares/Restrictions on Issuance of Options**

5.1. The Board shall be entitled to grant to certain Employees shares of the Company instead of Options, as it may deem desirable. The provisions of the Plan shall apply to such grant of shares mutatis mutandis.

5.2. No shares, and/or options to purchase shares, of the Company may be granted to any Employee of the Company other than pursuant to the "Capital Gain Track") under Section 102 of the Income Tax Ordinance prior to January 1, 2009.

6. **Eligible Grantees**

6.1. The Board, at its discretion, may grant Options to any Employee, provided, however that all grants of Options to directors and other Officers of the Company shall be authorized and implemented only in accordance with the provisions of the Companies Law.

6.2. The grant of an Option to a Grantee hereunder, shall neither entitle such Grantee to participate, nor disqualify him from participating, in any other grant of Options pursuant to this Plan or any other share options incentive plan of the Company or any of its Subsidiaries.

7. **Grant of Options**

7.1. Options may be granted at any time after the passage of thirty (30) days following the delivery by the Company to the Israeli income tax authorities of this Plan for their approval.

7.2. The Date of Grant of an Option shall be the date specified by the Board in its determination relating to the award of such Option.

7.3. The Board shall remit to each Grantee a Notice of Grant, which shall include the number of Options granted to such Grantee, the vesting schedule, the terms of exercise of such Options and such other terms and conditions as the Board, at its discretion, may prescribe.

8. **Trust**

8.1. All Options granted under the Plan to Grantees shall be granted by the Company to the Trustee, who shall hold each such Option and the Ordinary Shares issued upon exercise thereof in trust for the benefit of the Grantee in respect of whom such Option was granted. All certificates representing Ordinary Shares issued to the Trustee under the Plan shall

be deposited with the Trustee, and shall be held by the Trustee until such time that such Ordinary Shares are released from the trust as herein provided.

8.2. Anything herein to the contrary notwithstanding, the Release Date of an Option shall be the later of: (i) the lapse of twenty four (24) months from the Date of Grant; (ii) the vesting of such Options.

8.3. After the Release Date, Options granted, and/or Ordinary Shares issued to the Trustee shall continue to be held by the Trustee, on behalf of the Grantee.

8.4. From the Release Date and thereafter, upon the written request of the Grantee, the Trustee shall release Options, and/or the Ordinary Shares issued upon the exercise thereof, from the trust by executing and delivering to the Company such instrument(s) as the Company may require, giving due notice of such release to such Grantee, provided, however, that the Trustee shall not so release any such Options and/or Ordinary Shares to such Grantee unless, prior to, or concurrently with, such release, the latter provides the Trustee with evidence, satisfactory in form and substance to the Trustee, that all taxes, if any, required to be paid upon such release have, in fact, been paid.

8.5. Alternatively, from and after the Release Date, upon the written instructions of the Grantee to sell any Ordinary Shares issued upon exercise of Options, the Trustee shall use its best efforts to effect such sale and shall transfer such shares to the purchaser thereof concurrently with the receipt, or after having made suitable arrangements to secure the payment of the proceeds, of the purchase price in such transaction. The Trustee shall withhold from such proceeds any and all taxes required to be paid in respect of such sale, shall remit the amount so withheld to the appropriate tax authorities, and shall pay the balance thereof directly to the Grantee (after deducting its costs as provided hereunder), reporting to such Grantee and to the Company the amount so withheld and paid to said tax authorities.

Should the Trustee sell Ordinary Shares at the request of the Grantee, the Grantee shall pay the Trustee for its services and expenses incurred with respect to such sale of shares, and the Trustee will be entitled to withhold such amounts and pay the balance thereof to said Grantee.

9. **Dividends and Voting Rights**

All Ordinary Shares issued upon the exercise of Options granted under the Plan shall entitle the Grantee to all the rights attached to the Ordinary Shares of the Company, including the right to receive dividends with respect thereto and to vote the same at any meeting of the shareholders of the Company. Notwithstanding the above, until the closing of the Company's initial public offering of shares, Ordinary Shares issued upon the exercise of Options granted under this Plan shall be voted (including the execution of any written consents) by an irrevocable proxy executed by the Grantee and/or the Trustee, as applicable, delivered to the Chairman of the Board of Directors of the Company appointing the Chairman of the Board of Directors of the Company as proxy to vote on behalf of the Grantee and/or the Trustee, as applicable, on all matters on which the holders of Ordinary Shares shall have a vote. On each and every issue brought before the shareholders of the Company for their resolution, the Chairman of the Board shall abstain, provided, however, that if the shareholders adopt a resolution by way of a unanimous written resolution, the Chairman shall vote the Ordinary Shares in respect of which he/her is a proxy in favor of such resolution.

10. **Term of Options**

Without derogating from the rights and powers of the Board under Section 4.1 hereof, unless otherwise specified in the Notice of Grant, each Option shall be exercisable for a term of ten (10) years, and the vesting schedule of any quantity o

f Options granted under the Plan shall be such that twenty-five percent (25%) of such Options shall vest on the first anniversary of the Date of Grant, and the remaining seventy-five percent (75%) of such Options shall vest equally at the end of each month, of a 36 month period, which period starts on the first anniversary of the Date of Grant and ends on the fourth anniversary of the Date of Grant.

11. **Exercise Price**

Without derogating from the rights and powers of the Board under Section 4.1 hereof, the Exercise Price per Ordinary Share covered by each Option shall not be less than the par value of the Ordinary Shares.

12. **Exercise of Options**

12.1. Options shall be exercisable pursuant to the terms under which they were awarded and subject to the terms and conditions of the Plan.

12.2. The exercise of an Option shall be made by a written notice of exercise delivered by the Grantee to the Company at its principal executive office specifying the number of Options to be exercised and accompanied by the payment therefor, and containing such other terms and conditions as the Board shall prescribe from time to time.

12.3. Anything herein to the contrary notwithstanding, but without derogating from the provisions of Section 13 hereof, if any Option has not been exercised within ten (10) years after the Date of Grant (or any shorter period set forth in the Notice of Grant), such Option shall terminate, all interests and rights of the Grantee in and to the same shall ipso facto expire, and, in the event that in connection therewith any Options are still held in trust as aforesaid, the trust with respect thereto shall ipso facto expire.

12.4. Each payment for Ordinary Shares shall be in respect of a whole number of Ordinary Shares, and shall be effected in cash or by a cashier's check payable to the order of the Company, or such other method of payment acceptable to the Company.

13. **Termination of Employment**

In the event that a Grantee ceases to be employed by the Company or any of its Subsidiaries for any reason, all Options previously granted to such Grantee shall terminate as follows:

13.1. If the Grantee's termination of employment is due to such Grantee's death or Disability, such Options (to the extent vested at the time of the Grantee's termination of employment) shall be exercisable by the Grantee's legal representative, estate manager or any other person to whom the Grantee's rights are transferred by will or by laws of descent or distribution, or the Grantee, as the case might be, for a period of six (6) months following such termination of employment or provision of services (but in no event after the expiration date of such Options), and shall thereafter terminate.

13.2. If the Grantee's termination of employment is due to, or connected with, one of the following instances, the trust with respect to said Grantee's options shall ipso facto expire and the Grantee shall not be entitled to exercise any of the Options, even if such Options had already vested at that time. The said instances are as follows:

a. The Grantee acts dishonestly or breaches his fiduciary duties or duty of loyalty towards the Company and/or any of its Subsidiaries;

b. The Grantee is grossly negligent in fulfilling his duties towards the Company and/or any of its Subsidiaries;

c. The Grantee breaches intentionally in a material way the terms of his employment agreement, or other agreement with the Company and/or any of its Subsidiaries.

13.3. If the Grantee's termination of employment is for any reason other than those described in sub-sections 13.1 or 13.2 above, such Options (to the extent vested at the time of the Grantee's termination of employment or provision of services) shall be exercisable for a period of sixty (60) days following such termination of employment or provision of services, and shall thereafter terminate.

13.4. Options that have not vested at the time of the Grantee's termination of employment shall expire immediately upon the termination of such employment. Notwithstanding the foregoing provisions of this Section 13, the Board may provide, either at the time an Option is granted or thereafter, that such Option may be exercised after the periods provided for in Section 13.1, but in no event beyond the term of the Option.

14. **Adjustment Upon Changes in Capitalization, M&A Transaction or Restructuring**

14.1. In the event of an M&A Transaction occurring while unexercised Options remain outstanding under the Plan, the Options shall be assumed or substituted by the Successor Corporation (or a parent or subsidiary of the Successor Corporation), and appropriate adjustments shall be made in the Exercise Price in order to reflect such action as determined by the Board, which determination shall be final.

14.2. For the purposes of Section 14.1 above, the Options shall be considered assumed or substituted if, following the M&A Transaction, the Options confer the right to purchase or receive, for each Ordinary Shares subject to the Options immediately prior to the M&A Transaction, the consideration (whether shares, options, cash, or other securities or property) received in the M&A Transaction by holders of shares of the Company for each share held on the effective date of the M&A Transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of the Company); provided, however, that if such consideration received in the M&A Transaction is not solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary, the Board may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of the Option to be solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary equal in Fair Market Value to the per share consideration received by holders of a majority of the Company’s outstanding shares in the M&A Transaction; and provided further that the Board may determine, in its discretion, that in lieu of such assumption or substitution of Options for options of the Successor Corporation or its parent or subsidiary, such Options will be substituted for any other type of asset or property including cash which is fair under the circumstances.

14.3. If the outstanding shares of the Company shall at anytime be changed or exchanged by declaration of a stock dividend, stock split, combination, reorganization or exchange of shares, recapitalization, or any other like event of the Company (except for events referred in Section 14.1 above), then in such event only and as often as the same shall occur, the number of Options outstanding and the Exercise Prices thereof shall be appropriately and equitably adjusted.

15. **Non-Transferability**

15.1. No Option shall be assignable or transferable by the Grantee to whom granted otherwise than by will or the laws of descent and distribution, and an Option may be exercised during the lifetime of the Grantee only by such Grantee or

by such Grantee's guardian or legal representative. The terms of such Option shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Grantee.

15.2. Subject to all conditions and terms set out in the Articles of Association of the Company and subject to all conditions and terms set out in this Plan, each Grantee shall be entitled to transfer to any third party any Ordinary Shares purchased pursuant to the exercise of Options granted to him/her, provided, however, that the Board may request, as a condition precedent to a transfer of Ordinary Shares that the transferee(s) of any Ordinary Shares shall execute a proxy similar to the proxy referred to in Section 9 above.

16. **Lock-Up**

After the Company's initial public offering in any stock exchange, all shares held by the Grantee shall be subject to any legal restrictions on the sale of shares of the Company and/or to any restrictions on the sale of shares of the Company required by the underwriters, or by applicable regulations, in such public offering, and the Grantee shall be required to cooperate with the Company and sign any document that may be required by the underwriters, or by the relevant stock exchange or similar body.

17. **Amendment of the Plan**

The Board may, at any time and from time to time, terminate or amend the Plan in any respect. Subject to Section 14, in no event an action of the company shall alter or impair the rights of a Grantee, without his consent, under any Option previously granted to him.

18. **Tax Consequences**

All tax consequences arising from the grant or exercise of any Option, from the payment for, or the subsequent disposition of, Shares covered thereby or from any other event or act (of the Company or the Grantee) hereunder, shall be borne solely by the Grantee, and the Grantee shall indemnify the Company and the Trustee, and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon.

19. **Continuance of Employment**

Neither this Plan nor the grant of an Option hereunder shall impose any obligation on the Company or any of its Subsidiaries to continue the employment of any Grantee, or to use services of any Grantee, and nothing in the Plan or in any Option granted pursuant thereto shall confer upon any Grantee any right to continue in the employ of the Company or any of its Subsidiaries, or restrict the right of the Company or any of its Subsidiaries to terminate such employment or provision of services at any time.

20. **Governing Law**

The Plan and all instruments issued thereunder or connection therewith, shall be governed by, and interpreted in accordance with the laws of the State of Israel.

21. **Application of Funds**

The proceeds received by the Company from the issuance of Shares pursuant to Options granted under the Plan will be used for general corporate purposes of the Company, or as otherwise determined by the Board.

22. **Multiple Agreements**

The terms of each Option may differ from other Options granted under the Plan at the same time, or at any other time. The Board may also grant more than one Option to a given Grantee during the term of the Plan, either in addition to, or in substitution for, one or more Options previously granted to that Grantee. The grant of multiple Options may be evidenced by a single Notice of Grant or multiple Notices of Grant, as determined by the Board.

23. **Non-Exclusivity of the Plan**

Unless otherwise agreed to in writing by the Grantee, or otherwise specifically stated in the Notice of Grant, the adoption of the Plan by the Board shall not be construed as amending, modifying or rescinding any previously approved incentive arrangement or as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable.

Exhibit 99.3

OPTION AGREEMENT

This Agreement is made and entered into as of _____ (the "**Effective Date**"), by and between Wilocity Ltd., an Israeli company (the "**Company**") and _____, residing at _____ (the "**Consultant**").

1. Definitions

As used in this Option Agreement (the "**Agreement**"), the following terms shall have the meanings assigned to them in this Section 1.

"**Board**" shall mean the board of directors of the Company.

"**Consultant**" a consultant of the Company to whom Options are granted under this Agreement.

"**Company**" shall mean Wilocity Ltd.

"**Companies Law"** shall mean the Israeli Companies Law, 1999.

"**Date of Grant**" shall have the meaning set forth in Section 2.

"**Disability"** shall mean the inability, due to illness, injury or mental condition to engage in any gainful occupation for which an individual is qualified by education, training or experience, and such condition continues for at least six (6) months.

"**Exercise Price**" shall mean the price required to be paid by a Consultant in connection with the exercise of an Option.

"**Fair Market Value**" shall mean, as of any date, the value of an Ordinary Share, which shall be determined as follows: (i) if the Ordinary Shares are listed or quoted on any established stock exchange or a national market system, including without limitation the NASDAQ National Market system, or the NASDAQ SmallCap Market of the NASDAQ Stock Market, the Fair Market Value shall be the closing sales price for such Ordinary Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Board deems reliable; or (ii) in the absence of an established market for the Shares, the Fair Market Value thereof as determined in good faith by the Board.

"**M&A Transaction"** shall mean a merger, acquisition or reorganization of the Company with one or more other entities in which the Company is not the surviving entity.

"**Notice of Exercise**" shall have the meaning set forth in Section 5.2.

"**Option**" shall mean an Option to purchase one (1) Ordinary Share.

"**Ordinary Share**" shall mean an Ordinary Share of the Company, NIS 0.01 par value.

"**Relative**" shall mean a spouse, sibling, parent, grand-parent, descendant, a spouse's descendant and a spouse of any of the foregoing.

"**Successor Corporation**" shall mean the surviving entity in an M&A Transaction.

2. Consultant Options

The Consultant will be granted, subject to receiving the approval of the Board, _____ Options under the terms and conditions of this Agreement. The Date of Grant of said Options shall be _____.

3. Vesting and Term of Options

Each Option shall be exercisable for a term of ten (10) years from the Date of Grant, and the vesting schedule of any quantity of Options granted under the Plan shall be such that twenty-five percent (25%) of such Options (i.e., _____ options) shall vest on the first anniversary of the Date of Grant (i.e. _____), and the remaining seventy-five percent (75%) of such Options shall vest equally at the end of each month, of a 36 month period, which period starts on the first anniversary of the Date of Grant and ends on the fourth anniversary of the Date of Grant.

4. Exercise Price

The Exercise Price per Ordinary Share covered by each Option shall be US$_____.

5. Exercise of Options

5.1 Options shall be exercisable pursuant to the terms under which they were awarded and subject to the terms and conditions of this Agreement.

5.2 The exercise of an Option shall be made by a written Notice of Exercise, in the form attached hereto as **Annex A**, delivered by the Consultant to the Company at its principal executive office specifying the number of Options to be exercised and accompanied by the payment therefor, and containing such other terms and conditions as the Board shall prescribe from time to time.

5.3 Anything herein to the contrary notwithstanding, but without derogating from the provisions of Section 6 hereof, if any Option has not been exercised within ten (10) years after the Date of Grant (or any shorter period set forth in this Agreement), such Option shall terminate, all interests and rights of the Consultant in and to the same shall ipso facto expire.

5.4 Each payment for Ordinary Shares shall be in respect of a whole number of Ordinary Shares, and shall be effected in cash or by a cashier's check payable to the order of the Company, or such other method of payment acceptable to the Company.

6. Termination of Services

In the event that a Consultant ceases to render services to the Company for any reason, all Options previously granted to such Consultant shall terminate as follows:

6.1. If the Consultant's termination of provision of services is due to such Consultant's death or Disability, such Options (to the extent vested at the time of the Consultant's termination of provision of services) shall be exercisable by the Consultant's legal representative, estate manager or any other person to whom the Consultant's rights are transferred by will or by laws of descent or distribution, or the Consultant, as the case might be, for a period of six (6) months following such termination of provision of services (but in no event after the expiration date of such Options), and shall thereafter terminate.

6.2. If the Consultant's termination of provision of services is due to, or connected with, one of the following instances, the Consultant shall not be entitled to exercise any of the Options, even if such Options had already vested at that time. The said instances are as follows:

a. The Consultant acts dishonestly or breaches his fiduciary duties or duty of loyalty towards the Company and/or its subsidiaries;

b. The Consultant is grossly negligent in fulfilling his duties towards the Company and/or its subsidiaries;

c. The Consultant breaches intentionally in a material way the terms of his consulting agreement, or other agreement with the Company and/or its subsidiaries.

6.3. If the Consultant's termination of provision of services is for any reason other than those described in sub-sections 6.1 or 6.2 above, such Options (to the extent vested at the time of the Consultant's termination of provision of services) shall be exercisable for a period of sixty (60) days following such termination of provision of services, and shall thereafter terminate.

6.4. Options that have not vested at the time of the Consultant's termination of provision of services shall expire immediately upon the termination of such provision of services.

Notwithstanding the foregoing provisions of this Section 6, the Board may provide, either at the time an Option is granted or thereafter, that such Option may be exercised after the periods provided for in Section 6.1, but in no event beyond the term of the Option.

7. Adjustment upon Changes in Capitalization, M&A Transaction or Restructuring

7.1. In the event of an M&A Transaction occurring while unexercised Options remain outstanding, the Options shall be assumed or substituted by the Successor Corporation (or a parent or subsidiary of the Successor Corporation), and appropriate adjustments shall be made in the Exercise Price in order to reflect such action as determined by the Board, which determination shall be final.

7.2. For the purposes of Section 7.1 above, the Options shall be considered assumed or substituted if, following the M&A Transaction, the Options confer the right to purchase or receive, for each Ordinary Shares subject to the Options immediately prior to the M&A Transaction, the consideration (whether shares, options, cash, or other securities or property) received in the M&A Transaction by holders of shares of the Company for each share held on the effective date of the M&A Transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of the Company); provided, however, that if such consideration received in the M&A Transaction is not solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary, the Board may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of the Option to be solely shares (or their equivalent) of the Successor Corporation or its parent or subsidiary equal in Fair Market Value to the per share consideration received by holders of a majority of the Company’s outstanding shares in the M&A Transaction; and provided further that the Board may determine, in its discretion, that in lieu of such assumption or substitution of Options for options of the Successor Corporation or its parent or subsidiary, such Options will be substituted for any other type of asset or property including cash which is fair under the circumstances.

7.3. If the outstanding shares of the Company shall at anytime be changed or exchanged by declaration of a stock dividend, stock split, combination, reorganization or exchange of shares, recapitalization, or any other like event of the Company (except for events referred in Section 7.1 above), then in such event only and as often as the same shall occur, the number of Options outstanding and the Exercise Prices thereof shall be appropriately and equitably adjusted.

8. Dividends and Voting Rights

All Ordinary Shares issued upon the exercise of Options granted under the Agreement shall entitle the Consultant to all the rights attached to the Ordinary Shares of the Company, including the right to receive dividends with respect thereto and to vote the same at any meeting of the shareholders of the Company. Notwithstanding the above, until the closing of the Company's initial public offering of shares, Ordinary Shares issued upon the exercise of Options granted under this Agreement shall be voted (including the execution of any written consents) by an irrevocable proxy, attached hereto as **Annex B** ("**Irrevocable Proxy**"), executed by the Consultant, delivered to the Chairman of the Board appointing the Chairman of the Board as proxy to vote on behalf of the Consultant on all matters on which the holders of Ordinary Shares shall have a vote. On each and every issue brought before the shareholders of the Company for their resolution, the Chairman of the Board shall abstain, provided, however, that if the shareholders adopt a resolution by way of a unanimous written resolution, the Chairman of the Board shall vote the Ordinary Shares in respect of which he/her is a proxy in favor of such resolution.

9. Non-Transferability

9.1. No Option shall be assignable or transferable by the Consultant to whom granted otherwise than by will or the laws of descent and distribution, and an Option may be exercised during the lifetime of the Consultant only by such Consultant or by such Consultant 's guardian or legal representative. The terms of such Option shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Consultant.

9.2. Subject to all conditions and terms set out in the Articles of Association of the Company and subject to all conditions and terms set out in this Agreement, each Consultant shall be entitled to transfer to any third party any Ordinary Shares purchased pursuant to the exercise of Options granted to him/her, provided, however, that the Board may request, as a condition precedent to a transfer of Ordinary Shares that the transferee(s) of any Ordinary Shares shall execute a proxy similar to the proxy referred to in Section 8 above.

10. Lock-Up

After the Company's initial public offering in any stock exchange, all shares held by the Consultant shall be subject to any legal restrictions on the sale of shares of the Company and/or to any restrictions on the sale of shares of the Company required by the underwriters, or by applicable regulations, in such public offering, and the Consultant shall be required to cooperate with the Company and sign any document that may be required by the underwriters, or by the relevant stock exchange or similar body.

11. Tax Consequences

All tax consequences arising from the grant or exercise of any Option, from the payment for, or the subsequent disposition of, Shares covered thereby or from any other event or act (of the Company or the Consultant) hereunder, shall be borne solely by the Consultant, and the Consultant shall indemnify the Company, and hold it harmless against and from any and all liability for any such tax or interest or penalty thereon.

12. Continuance of Provision of Services

Neither this Agreement nor the grant of an Option hereunder shall impose any obligation on the Company to continue its engagement with the Consultant, or to use services of any Consultant, and nothing in this Agreement or in any Option granted pursuant thereto shall confer upon any Consultant any right to continue in the employ of the Company, or restrict the right of the Company to terminate such engagement or provision of services at any time.

13. Consultants Undertakings in Connection with the Exercise of Options

Consultant hereby undertakes that upon exercise of his Options (1) he shall execute and deliver to the Company an Irrevocable Proxy in respect of any Ordinary Shares that shall be issued upon exercise of Options granted to Consultant pursuant to this Agreement; and (2) in the event that the Ordinary Shares have not been registered under the Securities Act of 1933, as amended, at the time of exercise and as a condition of such exercise, he shall concurrently with the exercise of all or any portion of his Options, deliver to the Company an Investors Representation Statement in the form attached hereto as **Annex C**.

14. Entire Agreement

This Agreement replaces and annuls any other undertaking of the Company and/or any affiliate thereof (whether oral or written) to grant Consultant options to purchase Ordinary Shares, including any such undertaking, if any, in any other agreement between Consultant and the Company or any affiliate thereof.

15. Governing Law

This Agreement and all instruments issued thereunder or in connection therewith shall be governed by, and interpreted in accordance with the laws of the State of Israel.

The parties hereto have executed this Consultant Option Agreement as of the Effective Date.

CONSULTANT

Signature:_____

Address:

_____

WILOCITY Ltd.

By:_____

Name:_____

Title: _____

Address:

21 Bareket St., Caesarea, Israel

Annex A

NOTICE of EXERCISE

Wilocity Ltd. (the "**Company**")

1. Exercise of Option. Effective as of today, _____, 20__, the undersigned ("**Consultant**") hereby elects to exercise Consultant's option to purchase _____ Ordinary Shares (the "**Shares**") of the Company under the Option Agreement dated _____ (the "**Option Agreement**").
2. Delivery of Payment. Consultant herewith delivers to the Company the full purchase price of the Ordinary Shares, as set forth in the Option Agreement.
3. Tax Consultation. Consultant understands that he may incur adverse tax consequences as a result of Consultant's purchase or disposition of the Shares. Consultant represents that he has consulted with any tax consultants that he deems advisable in connection with the purchase or disposition of the Shares and that he is not relying on the Company for any tax advice.

Submitted by:

CONSULTANT

_____

Signature

_____

Print Name

Address:

_____

_____

Date Received

Annex "B"

IRREVOCABLE PROXY AND POWER OF ATTORNEY

The undersigned hereby irrevocably appoints the Chairman of the Board of Directors of Wilocity Ltd., an Israeli company (the "**Company**"), and any other person designated by him, as the undersigned's proxy and attorney-in-fact with full power of substitution (the "**Proxy**"), to take any action necessary, advisable or desirable, in the sole and absolute discretion of the Proxy, in connection with the holding of Shares of the Company with respect to any matter whatsoever.

Without derogating from the generality of the foregoing, the Proxy shall be authorized and empowered: (i) to vote for the undersigned and on the undersigned's behalf any or all of the Shares at all shareholders' meetings of the Company (general meetings, class meetings or other meetings), and to execute any actions by written consent of the Company's shareholders taken in lieu of a meeting on behalf of any or all of the Shares, in each case in respect to any matter whatsoever; (ii) to execute and/or effect amendments to, on behalf of the undersigned, any shareholders' agreements, investors' rights agreements, voting agreements or any other agreements, obligations, demands, consents and waivers which the Proxy deems necessary or desirable at his sole and absolute discretion, in connection with the holding of the Shares, including, without limitation, executing any amendments, consents and waivers with respect to, or in connection with any such agreements; (iii) to receive on behalf of the undersigned, from the Company or from another, any information and notices that need be delivered to the undersigned or which the undersigned may be entitled to, including without limitation pursuant to the Companies Law, 1999, without any obligation of the Proxy to forward such information or notices to the undersigned; (iv) to waive, or decline to exercise, on behalf of the undersigned, any right to which the undersigned is entitled in connection with the Shares or otherwise pursuant to any agreement; (v) to settle or waive any right or claim in connection with the Company's affairs; and (vi) to appoint another to take any action that the Proxy himself may take.

On each and every issue brought before the shareholders of the Company for their resolution, the Chairman of the Board shall abstain, provided, however, that if the shareholders adopt a resolution by way of a unanimous written resolution, the Chairman shall vote the Ordinary Shares in respect of which he/her is a proxy in favor of such resolution.

The term "**Shares**" means all the Company's shares, whether now owned by the undersigned or issued or transferred to the undersigned from time to time.

This Proxy shall expire immediately upon the closing of an initial public offering by the Company of its shares.

The undersigned agrees that (i) in addition to all other legal or equitable remedies available, injunctive relief and specific performance may be utilized in the event of the breach or threatened breach of this proxy, (ii) if any provision of this proxy shall be held to be invalid under applicable law, such provision shall be effective only to the extent of such invalidity and without invalidating the remainder of such provision or the other provisions in this proxy, and (iii) the certificates evidencing its shares in the Company will bear the following legend in addition to any other legends required under any agreement or applicable law: "THESE SECURITIES ARE SUBJECT TO A PROXY, A COPY OF WHICH IS AVAILABLE AT THE COMPANY'S PRINCIPAL OFFICE".

This instrument is irrevocable as it affects the rights of third parties and is coupled with an interest. The Proxy is empowered by the undersigned to take any action permitted above (or omit to take any such action) as he deems necessary, advisable or desirable at his sole and absolute discretion. The powers of the Proxy shall not be limited where the Proxy himself may have any

interest in any action taken. The undersigned hereby releases the Proxy and his agents from any liability in respect of any action and omission in connection with, or pursuant to the powers and authority granted by this instrument.

The undersigned agrees that this Proxy (i) is binding upon the successors and assignees (by operation of law or otherwise, whether for value or without value) of the undersigned's shares in the Company and that (ii) it is for the benefit of the Company and its shareholders and may be enforced by the Company or any of its shareholders.

By signing below, the undersigned further waives any right to receive any information and/or notices from the Company that the undersigned may have been entitled to prior to the date hereof.

Name of Shareholder: _____ Date: _____

Signature of Shareholder: _____

Annex "C"

INVESTMENT REPRESENTATION STATEMENT

OPTIONEE: _____

COMPANY: WILOCITY LTD.

SECURITY: ORDINARY SHARES (the "**Securities**")

AMOUNT _____

DATE: _____

In connection with the purchase of the above-listed Securities, the undersigned Optionee represents to the Company the following:

a. Optionee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Optionee is acquiring these Securities for investment for Optionee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "**Securities Act**").

b. Optionee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein. Optionee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Optionee further acknowledges and understands that the Company is under no obligation to register the Securities. Optionee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws. Optionee further agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

Signature of Optionee: _____

Date: _____

Exhibit 99.4

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WILOCITY LTD.

The undersigned, constituting the entirety of the Board of Directors (the "Board") of Wilocity Ltd. (the "Company"), acting in lieu of a Board meeting pursuant to Section 103 of the Companies Law - 1999, hereby adopt the following recitals and resolutions which shall be deemed validly adopted resolutions and validly taken actions and shall have the same force and effect as if adopted and done at a duly called meeting of the Board, effective July 2, 2014 by unanimous written consent:

Amendment of the Wilocity Equity Plans

Whereas, the Board of the Company determined that it was desirable and in the best interest of the Company and its shareholders to enter into a Share Purchase Agreement (the "***Purchase Agreement***") by and among Qualcomm Israel Ltd ("Qualcomm Israel"), Wilocity Ltd., an Israeli company ("***Wilocity***"), the shareholders of Wilocity and Shareholder Representative Services LLC solely in its capacity as the Shareholders' Agent (the " ***Shareholders' Agent***"), pursuant to which Qualcomm Israel acquired all of the issued and outstanding securities of Wilocity other than those securities already owned by Qualcomm Israel's affiliate (the "***Transaction***");

Whereas, under Section 7.8 of the Purchase Agreement, each unvested option granted under the Wilocity Ltd. US Key Employee Share Incentive Plan, 2007 and the Wilocity Ltd. Israeli Key Employee Share Incentive Plan, 2007, or pursuant to the Company form of Option Agreement (each, a " ***Wilocity Equity Plan***"), that is outstanding immediately prior to the closing of the Transaction shall be assumed by Qualcomm Incorporated ("***Qualcomm***") and become payable in shares of Qualcomm common stock, and the number of shares of Wilocity common stock that remain available for issuance immediately prior to the closing of the Transaction under each Wilocity Equity Plan, to the extent sufficient to cover the exercise of all assumed options, shall be converted into shares of Qualcomm common stock and become issuable in connection with such exercise; and

Whereas, it is in the best interests of the Company and plan participants for each Wilocity Equity Plan to be amended to reflect the transactions contemplated under the Purchase Agreement.

Now, Therefore, Be It Resolved, each Wilocity Equity Plan is hereby amended such that each reference to (1) Wilocity Ltd., the "Company" or another term having a similar meaning shall be deemed to refer to Qualcomm Incorporated or any successor corporation thereto; (2) "Board," "compensation committee" or any other term referring to the entity having authority to administer, amend, and terminate each Wilocity Equity Plan shall be deemed to refer to each of Qualcomm's Board of Directors, Compensation Committee or Management Rewards Committee, to the same extent each of them is authorized to act under the Qualcomm Incorporated 2006 Long-Term Incentive Plan; and (3) "employment," "services" or another term having a similar meaning shall be deemed to refer to a person's similar relationship with Qualcomm or any of its subsidiaries; and

Resolved Further, that Qualcomm's Board of Directors, Compensation Committee, and Management Rewards Committee are each hereby authorized to act for and on behalf of the Company, to the same extent each applicable entity is authorized to act under the Qualcomm Incorporated 2006 Long-Term Incentive Plan, without further action by the Board, in connection with the administration of each respective Wilocity Equity Plan in accordance with its terms, which authority includes the power to amend the applicable Wilocity Equity Plan in accordance with its terms and these resolutions.

General Authorizing Resolutions

Resolved, that the officers of the Company be, and each of them hereby is, authorized and directed to take or cause to be taken, in the name and on behalf of the Company, all such further actions and to prepare, execute and deliver or cause to be prepared, executed and delivered, all such other agreements, documents and instruments, and to incur and pay all such fees and expenses as such officer shall deem necessary or appropriate in order to carry out fully the purposes and intent of the foregoing resolutions;

Resolved, that any person dealing with any officer of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such officer and by such officer's execution of any document, agreement or instrument, the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms; and

Resolved, that any and all actions previously taken by the Company or any of its officers in connection with the documents, transactions and actions contemplated by the foregoing resolutions hereby are adopted, ratified, confirmed and approved in all respects as and for the acts and deeds of the Company.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have each signed this Unanimous Written Consent, which may be executed in one or more original, faxed or PDF counterparts, each of which shall be an original and all of which together shall be one and the same instrument, effective as of the 2nd day of July, 2014.

/s/ Amir Faintuch	/s/ Sanjay Mehta
Amir Faintuch	Sanjay Mehta