

BACKWEB TECHNOLOGIES LTD.

(in voluntary liquidation)

Givat Yeshayahoo 26, D.N. Ella Valley, 9982500. T: +972-2-9955666. F: +972-2-9955777.

BackWeb Technologies Ltd. (in voluntary liquidation) (“BackWeb” or the “Company”)

Address: c/o VAR Management, Givat Yeshayahoo 26, D.N. Ella Valley, 9982500, Israel

Attn: Yoav Kfir, Liquidator

Shareholder’s Consent and Representations

In connection with the cash distribution by the Company to its shareholders, the undersigned, being a shareholder of the Company, informs the Company that the undersigned consents to, and authorizes the Company, to pay the undersigned the distribution proceeds as per the final distribution.

The undersigned is aware and consents that the final distribution is based on the registrar’s record as of the effective date of November 7, 2014. The undersigned agrees that in case a signed Tax Declaration (which is part of the Package as defined in the Letter of Transmittal) is not sent back to the company, maximum Israeli withholding tax of 30% will be deducted from final distribution proceeds.

The undersigned is aware and agrees that the proceeds in the final distribution are currently expected to range approximately \$0.014 per share, before any applicable withholding tax and fees. If the aggregate gross amount so calculated for all shares held by a shareholder would otherwise result in the shareholder being entitled to a fraction of a cent, before any applicable withholding tax and fees, the amount shall be rounded up to the next higher whole cent if the fraction is 0.5 or greater, and rounded down to the next lower whole cent if the fraction is less than 0.5.

The undersigned hereby represents to the Company that it:

1. has all necessary power and authority to execute and deliver this form.
2. understands that any costs incurred in connection with the payment to be made based and in reliance on the above will be borne by the undersigned.

3. acknowledges that the Company, its liquidator, agents and/or employees shall not be liable, either in tort, contract or otherwise, for any direct, indirect, consequential, punitive, exemplary, or special damages related to or arising from the reliance and payment by the Company.

4. will indemnify and hold the Company, its liquidator, agents and/or employees, harmless from any losses, damages, claims, causes of action, costs and expenses, including reasonable attorney's fees, that the Company, its agents and/or employees, may incur or become subject to by virtue or arising out of any false or inaccurate statement of the undersigned contained above.

5. upon receipt of the net amount of the final distribution, after fees, expenses and withholding taxes, the undersigned, on behalf of itself, its predecessors, successors, affiliates and assigns, as well as anyone claiming by or through the undersigned (“**The Undersigned & Affiliates**”), hereby irrevocably and unconditionally waives, releases and forever discharges the Company and its respective predecessors, successors, liquidator, affiliates, assigns, and their respective past, present and future officers, employees, directors, owners, agents and representatives (“**BackWeb & Affiliates**”), from any and all claims, complaints, demands, damages, costs, expenses, actions or causes of action or obligations of whatever kind or nature, whether known or unknown (collectively “**Claims**”), which The Undersigned & Affiliates have or had or may have, whether known or unknown. Without limitation of the foregoing, all agreements, undertakings, arrangements or instruments, written or oral, giving rise or that may give rise to any Claim against **BackWeb & Affiliates** are hereby terminated, cancelled and revoked with no liability and shall have no further force and effect and shall not give rise to any such right or Claim in the future.

The shareholder acknowledges that deduction of Israeli withholding taxes is under the sole responsibility of Altshuler Shaham Benefits (formerly Meitav Dash Trusts Ltd.) which was approved by the Israel Tax Authority per the Company’s tax ruling as a tax trustee for the final distribution.

I declare that I read, understood and agree to the above

Date: _____

Shareholder's Name: _____

Signature: _____