SuperCom Ltd.

NOTICE OF
SPECIAL GENERAL MEETING OF THE COMPANY'S SHAREHOLDERS

January 30, 2026

Notice is hereby given that the Special General Meeting of the Shareholders (the "**Meeting**") of SuperCom Ltd. (the "**Company**") will be held at the offices of SuperCom Ltd, 3, Rothschild Blvd., Tel Aviv, Israel, on January 30, 2026, at 2:00 P.M (Israel time), for the following purposes:

1. To approve an amendment to the Company's authorized ordinary share capital, such that the number of authorized ordinary shares shall remain 20 million (unchanged) and the par value of each ordinary share shall be NIS 0.01, and to approve the amendment of the Company's Memorandum of Association and Articles of Association accordingly.
   [**Following the proposed amendment, the number of authorized ordinary shares remain unchanged, the number of issued and outstanding ordinary shares remain unchanged and no new shares will be issued in connection with the amendment itself].**

1. To approve the updated Compensation Policy of the Company, as adopted by the Compensation Committee and the Board of Directors on January 1st, 2026, in accordance with the provisions of the Israeli Companies Law, in the form presented to the shareholders and attached to this Proxy Statement as Appendix A.

Shareholders of record at the close of business on January 1, 2026, will be entitled to vote at the Meeting.

Shareholders who do not expect to attend the Meeting in person are requested to mark, date, sign and mail the enclosed proxy as promptly as possible.

By Order of the Board of Directors,
SuperCom Ltd.

Date: January 1, 2026

SuperCom LTD.

3 Rothschild Blvd.
Tel Aviv
Israel

SPECIAL GENERAL MEETING OF SHAREHOLDERS

January 30, 2026

NOTICE OF INTERNET AVAILABILITY OF PROXY MATERIAL:

The Proxy Statement and Proxy Card are available at: http://www.supercom.com/investors

How You Can Vote

You can vote your shares by attending the Meeting or by completing, signing and returning the Proxy Card. Attached is the Proxy Card for the Meeting that is being solicited by our Board. Please follow the instructions on the Proxy Card. You may change your mind and cancel your Proxy Card by sending us written notice, by signing and returning a Proxy Card with a later date, or by voting in person or by proxy at the Meeting. We will not be able to count a Proxy Card unless we receive it at our principal offices at the above address, not less than twenty-four (24) hours prior to the time set for the Meeting. If you sign and return the enclosed Proxy Card, your shares will be voted in favor of all of the proposed resolutions, whether or not you specifically indicate a "for" vote, unless you clearly vote "against" or "abstain" in respect of a specific resolution, without the appropriate indication, your votes will not be counted.

Who Can Vote

You are entitled to vote at the Meeting if you were a shareholder of record at the close of business on January 1, 2026. You are also entitled to vote at the meeting if you held Ordinary Shares through a bank, broker or other nominee, which was one of our shareholders of record at the close of business on January 1, 2026. The Proxy Cards will be available to our shareholders on or about January 1, 2026, and we will solicit proxies primarily thru our website. Proxy Cards will be available on the Company's website http://www.supercom.com on or about January 3, 2026. The original solicitation of proxies by mail may be further supplemented by solicitation by telephone, mail, email and other means by certain of our officers, directors, employees and agents, but they will not receive additional compensation for these services. The Company will bear the cost of the solicitation of the proxy cards.

Quorum and Required Vote

Each Ordinary Share is entitled to one vote upon each of the matters to be presented at the Meeting. Under the Company's articles of association (the "**Articles**"), the Meeting will be convened properly if at least two shareholders attend the meeting in person or sign and return proxies, provided that they hold shares representing more than 33.333% of the voting power (the "**Quorum**"). If within one-half (1/2) hour from the time set for the Meeting a Quorum is not present, the Meeting will be adjourned to the same time and place the following day at any Quorum, or to another date and place as shall be determined by the Board.

Under Israeli law, broker non-votes and abstentions will be counted toward the required Quorum but will then have no effect on whether the requisite vote is obtained (that is, they will not be counted as voting for or against the proposals).

SuperCom
Secured Boundaries Expansion

ITEM 1 –Company's authorized ordinary share capital.

Our Board of Directors has unanimously adopted a resolution recommending that our shareholders approve an amendment to the Company's authorized ordinary share capital, such that the number of authorized ordinary shares shall remain 20 million (unchanged) and the par value of each ordinary share shall be NIS 0.01, and to approve the amendment of the Company's Memorandum of Association and Articles of Association accordingly.
Following the proposed amendment, the number of authorized ordinary shares remain unchanged, the number of issued and outstanding ordinary shares remain unchanged, **and no new shares will be issued in connection with the amendment itself**. Accordingly, the ownership percentages of the Company's shareholders and the Company's total shareholders' equity will not be affected by the proposed amendment.

The Board of Directors believes that the proposed amendment will provide the Company with enhanced flexibility to fulfill its obligations to shareholders and to support the Company's long-term strategic objectives.

It is proposed that at the Meeting the shareholders adopt the following resolution, which our Board of Directors believes to be in the best interests of the Company and our shareholders:

RESOLUTION NO. 1

"**RESOLVED**, to approve an amendment to the Company's authorized ordinary share capital, such that the number of authorized ordinary shares shall remain 20 million (unchanged) and the par value of each ordinary share shall be NIS 0.01, and to approve the amendment of the Company's Memorandum of Association and Articles of Association accordingly."

The affirmative vote of a majority of the Ordinary Shares voting on this proposal in person or by proxy is required in order to approve the above resolution No 1.

The Board of Directors recommends a vote FOR the foregoing resolution.

ITEM 2 –Updated Compensation Policy (January 1st, 2026)

To approve the updated Compensation Policy of the Company, adopted by the Board of Directors and the Compensation Committee on January 1st, 2026 (the "Updated Compensation Policy"), in accordance with Israeli Companies Law.

Pursuant to the Israeli Companies Law, a public company is required to adopt a compensation policy for its office holders, including executive officers and directors, which must be approved by the Compensation Committee, the Board of Directors and the Company's shareholders.

The Board of Directors and the Compensation Committee have reviewed and approved an updated Compensation Policy in January 1st, 2026, reflecting the Company's current business strategy, market conditions, and corporate governance best practices.

The Updated Compensation Policy, among other things, provides enhanced flexibility in the Company's compensation framework, while maintaining appropriate governance safeguards, in order to better align the interests of the Company's office holders with those of its shareholders.

A copy of the Updated Compensation Policy is attached hereto as **Appendix A** and is incorporated herein by reference.

RESOLUTION NO. 2

"**RESOLVED**, to approve the updated Compensation Policy of the Company, as adopted by the Compensation Committee and the Board of Directors on January 1st, 2026, in accordance with the provisions of the Israeli Companies Law, in the form presented to the shareholders and attached to this Proxy Statement as Appendix A. ."

The affirmative vote of a majority of the Ordinary Shares voting on this proposal in person or by proxy is required in order to approve the above resolution No 2.

The Board of Directors recommends a vote FOR the foregoing resolution.

By Order of the Board of Directors.

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Arie Trabelsi, Chairperson

Dated: January 1, 2026

SuperCom
Secured Boundaries Expansion

SUPERCOM LTD.

("SUPERCOM" OR THE "COMPANY")

COMPENSATION POLICY OF OFFICE HOLDERS AND DIRECTORS

UPDATED January 1st, 2026

Background

In accordance with recent amendments to the Israeli Companies Law 5759-1999 (the "Companies Law"), a public company, such as SuperCom, is required to adopt a compensation policy setting forth the principles governing the terms of office and employment of the Office Holders of the company. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Companies Law.

Pursuant to the Companies Law, this Compensation Policy (the **"Policy"**) will be brought to the approval of our shareholders and, once adopted, and unless determined otherwise by our Board of Directors, shall serve as our Compensation Policy for the five years period commencing as of its adoption by our shareholders.

The employment terms of all new Office Holders, and to the extent possible, any amendments to existing employment terms, will be determined in accordance with this Policy. We intend, in the framework of the periodic review of employment agreements that is required by law and under this Policy, to consider, amongst other considerations also the adjustment of the terms of employment to the Policy, taking into account the contribution of such Office Holder to our performance, the growth of our business and the best interest of the Company..

Compensation Philosophy and Objectives

We believe that the most effective executive compensation program is one that is designed to reward achievement and that aligns executives' interests with those of the company and its shareholders by rewarding performance, with the ultimate objective of improving shareholder value and building a sustainable company. We also seek to ensure that we maintain our ability to attract and retain superior employees in key positions and that the compensation provided to key employees remains competitive relative to the compensation paid to similarly situated executives of a selected group of our peer companies and the broader marketplace from which we recruit and compete for talent.

In light of the above, we have established the following compensation objectives for the Company's executives (the CEO, Senior VPs, and all other managers directly subordinated to the CEO in Israel shall be referred to herein as the "**Senior Executives"**) as indicators of our overall compensation philosophy:

Compensation should be related to performance. We believe that the compensation paid to the Senior Executives should be closely aligned with the performance of the Company on both a short-term and long-term basis, with a material portion of a Senior Executive's potential annual performance-based incentive compensation and long-term equity based compensation at risk if Company and individual performance objectives are not achieved.

Compensation should serve to encourage Senior Executives to remain with the Company. The Company's executive compensation program components are designed to retain talented executives. We believe that continuity of employment is critical to achieving the Company's strategic objectives and building shareholder value. A significant element of the Senior Executive compensation program, therefore, is long-term equity based incentive compensation awards that vest on a rolling basis over periods of several years. As part of the retention objective, we believe that compensation should include a meaningful stock component to further align the interests of senior management with the interests of our shareholders.

Compensation should be reasonable for our business, our locations and our long-term, multi-year approach to achieving sustainable growth. We believe that an appropriate compensation package will attract executives and motivate them to achieve the Company's annual and long-term strategic objectives. At the same time, we believe that compensation should be set at reasonable and fiscally responsible levels.

Compensation should be managed to encourage innovation and appropriate levels of risk. We believe incentive compensation should be structured to discourage assumption of excessive short-term risk without constraining innovation and reasonable risk-taking. To achieve this objective, we believe that the success of the Company over time will be more effectively assured by connecting a significant element of incentive compensation to longer-term Company performance.

General Process for Setting Compensation

The Compensation Committee shall first determine the appropriate level of total compensation for each Senior Executive, and then determines the appropriate allocation among annual base cash compensation, annual performance-based cash incentive compensation (cash bonus) and long-term stock incentive compensation. Such allocation shall be based on the principles set forth in this Policy.

In determining the total compensation the Compensation Committee shall take into account the following considerations (collectively, the **"Compensation Considerations"**): (i) the education. professional experience and achievements of the applicable Senior Executive; (ii) the applicable Senior Executive's position in the Company, scope of responsibilities, his contribution to the Company, the circumstances of his recruitment and the terms of prior employment agreements with the Company (if any); (iii) the financial conditions of the company, the global scope of its business, the complexity of the Company’s business and the fact that the Company's shares are traded in Nasdaq; (iv) comparison of the terms of employment of the applicable Senior Executive to the terms of employment of other executives in the Company, as well as to terms of employment of senior executives in the same position in equivalent companies (similar industry, similar revenues, similar market value) in Israel; and (v) the ratio between the total compensation of the applicable Senior Executive and the Salary of all other Israeli employees of the Company (including, to the extent applicable, Employees of Manpower Contractor engaged by the Company) and especially the ratio between the total compensation and the median and average Salary of all such employees.

The total compensation of Senior Executives shall be reviewed annually, taking into account the Compensation Consideration and focusing mainly on the applicable Senior Executive's functioning, performance, the Company's business and financial status, the Company's budget and other applicable market conditions. A change of up to 10% in the cash-based salary of any Executive Officer (other than the CEO) shall be deemed immaterial and shall require the approval of the CEO or Chairman only. A change of up to 10% in the total cash-based salary of the CEO shall require the approval of the Chairman. Any change in the total cash-based salary that is greater than 10% shall require the approvals of both the Compensation Committee and the Board of Directors.

Elements of Compensation

The compensation of Senior Executives consists of (i) annual base cash compensation, (ii) annual performance-based cash incentive compensation, (iii) other executive benefits, (iv) long term equity-based (shares) compensation.

In addition the Board of Directors may, in its sole discretion, upon the recommendation of the Compensation Committee, resolve to pay or change the amount of the cash bonus (increase or decrease), which resolution may need not be based on measurable criteria, taking into account inter alia, such Senior Executive contribution to the Company's performance as well as other events that affected the Company's financial and operational performance..

A discussion of each element follows:

Annual Base Cash Compensation

Base salary is a fixed, cash component of overall compensation, which is reviewed and may be adjusted periodically based on a variety of factors, including executive performance, Company performance, general economic conditions and the subjective business judgment and general business experience of the members of the Compensation Committee, always taking into account the Compensation Considerations. The annual base cash compensation ("base salary") shall be at levels which will range from 10% to 100% of the Senior Executive's potential total compensation. Base salary ranges are designed to account for varying responsibilities, experience and performance levels. The base salary may be linked to the increase of the Israeli CPI but shall not be otherwise automatically raised. Any other increase of the base salary shall be subject to the annual review process described herein.

Annual Performance-Based Incentive Cash Compensation

The Company's annual performance-based incentive cash compensation (**"Bonus"**) program is designed to tie executive compensation to the company's performance and to encourage Senior Executive's to remain with the Company. The Bonus program for certain executives is based on the achievement of financial and/or personal thresholds. Such thresholds may be measurable financial or personal thresholds, as shall be determined for each applicable Senior Executive by the CEO, pursuant to this Policy, and subject to the approvals required under the Companies Law. The Bonus shall be at the levels which will range from 0% - 66% of the Senior Executive's total potential compensation.

The criteria for measurement of personal criteria shall be determined individually by the CEO (with respect to all Senior Executives other than the CEO and the Chairman of the Board).

The calculation of financial component of the Bonus shall be made once a year and shall be based on the Consolidated Audited Financial Statements of the Company (the **"FS"**) for the applicable year.

If the Company restates any of the financial data that was used in calculating any Bonus, then the applicable Bonus shall be recalculated using such restated data (the

"Restated Bonus"). The balance between the original Bonus and the Restated Bonus, if any (the **"Balance"**) will be repaid to the Company by deducting such Balance from the first amounts payable to such Senior Executive as Bonus immediately after the completion of such restatement. To the extent that no Bonus will be payable to such Senior Executive in that year than the Balance shall be deducted from the Bonus payable in the next year. Notwithstanding the above, if (i) the employment relationships with the Company terminates before the Balance is fully repaid to the Company, than the Balance shall be deducted from all amounts due and payable to such Senior Executive in connection with such termination (subject to the limitations of any applicable law); and (ii) the Balance is not repaid in full to the Company during the two consecutive years following the restatement, the Executive Officer shall repay the Balance, or the unpaid portion thereof (as applicable) pursuant to the terms that shall be determined by the Board of Directors, based on recommendation of the Compensation Committee.

The Bonus shall not be deemed as part of the Salary for all purposes including social benefit and severance payments.

In the event of termination of employment during the calendar year, and provided that the Senior Executive was employed by the Company for a period of at least (i) 6 months for the first year of employment or (ii) 3 months during any year thereafter, the amount of the Bonus shall be calculated and adjusted for the entire year in accordance with the provisions of this Policy, and thereafter shall be prorated in accordance with the actual days of employment of the Senior Executive by the Company during the applicable year (calculated based on 365 days in a year) and paid to the Senior Executive in full at the same time that the Company makes salary payments to the majority of its employees immediately following the approval by the Board of the FS of such applicable year.

The ranges of the Bonus for the Senior Executives shall be as follows:

Chairman: The Chairman of the Board shall be entitled to Bonus that will be determined by the Compensation Committee and approved by the Board of Directors. The formula of the Chairman's Bonus shall include at least three of the following criteria: EBITDA, Revenues, Gross Profit and Profit before Tax. The Compensation Committee shall allocate appropriate weight (%) to each component. The maximum Bonus payable to the Chairman shall not exceed 2 annual base salaries.

CEO: The CEO shall be entitled to Bonus that will be determined by the Compensation Committee and approved by the Board of Directors. The formula of the CEO's Bonus shall include at least two of the following criteria: EBITDA, Revenues, Gross Profit and Profit before Tax. In addition, the Compensation Committee may add personal criteria (that will be updated on an annual basis), provided that the ratio between the financial criteria shall account for at least 80% of the Bonus. The Compensation Committee shall allocate appropriate weight (%) to each financial component, and if applicable, to each personal component. The maximum annual Bonus payable to the CEO shall not exceed 2 annual base salaries.

Other Executive Officers: The Bonus that will be paid to other Executive Officers (that are not the Chairman or the CEO) shall be determined by the CEO. The Bonus shall be based on financial and personal criteria. The maximum Bonus payable to such Executive Officers shall not exceed 2 annual base salaries.

Additional Executive Benefits

Each Senior Executive shall be entitled to receive from the Company an executive level car for work and personal use, including all costs. Alternately, the Company may pay such Executive Officers the cost of such car to the Company. The use of the car shall be subject to Company's polices, including with respect to payment of the excess amount in the event of accidents and payment of traffic and parking fines. The Company shall reimburse the business expenses (that are properly documented and approved in accordance with the Company's internal policies) of its Senior Executives. The Company will make available to the Senior Executive, at the Company's cost, a cellular phone, and laptop computer. Any and all expenses which may be incurred in relation to such benefits shall be borne by the Company.

Each Executive Officer is entitled to receive 18-24 paid vacation days for each 12 months of employment.

The Company and the Senior Executive shall maintain a managers insurance program and/or pension programs with pension funds, all as shall be elected by the Senior Executive, and the Company shall pay to such programs on its behalf and shall deduct and transfer to such programs from the gross base salary payable to such Senior Executive, the maximum amounts allowed by law with respect to allowances for severance payment, other social benefits (TAGMULIM) as well as Disability Insurance (OVDAN KOSHER AVODA). All the payments and allowances will be calculated with respect to the entire base Salary.

The Company and the Executive shall open (at the Senior Executive's elected approved fund management company) and maintain an Education Fund ("*Keren Hishtalmut*") (the "**Fund**"). The Company and the Senior Executive shall transfer the applicable percentages of the entire base salary to such Fund.

At the request of the Senior Executive, the Company will pay the Senior Executive, amounts due and payable to the Fund, to any insurance company and or pension fund, or other social benefits payable to any other institution or to the employee as part of his base salary, that are in excess of the maximum allowance for tax exemption purposes, as shall be determined from time to time (the **"Excess Payment"**). Any and all tax liabilities that are due on account of the Company's payment to the Senior Executive of the Excess Payment shall be borne solely by the Senior Executive.

It is hereby clarified that the benefits described above shall not constitute part of the compensation for all intents and purposes including with respect to payments of severance payments, allocation to managers' insurance, education fund, redemption of vacation days, etc.

Long-Term Equity Based Incentive Compensation

The long-term equity-based incentive compensation is intended to promote the long-term interests of the Company and to align the interests of the Company's senior executives with those of its shareholders.

The scope and level of long-term equity-based incentive compensation shall be determined from time to time by the Compensation Committee, based on the role and responsibilities of the applicable Senior Executive, the Company's business objectives and performance, prevailing market practices, and the overall mix between fixed compensation, variable cash compensation and equity-based compensation, without a predetermined quantitative cap.

The Company has adopted a Share Incentive Plan in accordance with the provisions of Section 102 of the Israeli Income Tax Ordinance, as amended from time to time (the "ITO"). Pursuant to such plan, the Company may grant to Executive Officers options to purchase Ordinary Shares of the Company and/or other equity-based awards, as approved by the Compensation Committee and the Board of Directors.

The number of options or other equity-based awards granted to each Senior Executive shall be determined based on the ratio between the economic value of such awards, calculated in accordance with accepted valuation methodologies (including the Black-Scholes model or any other applicable valuation method), and the total potential compensation of the applicable Senior Executive, taking into account the overall compensation structure and objectives of this Compensation Policy.

Unless otherwise determined by the Compensation Committee, equity-based awards shall vest in 4 to 16 installments over a period of two (2) to four (4) years, and the exercise price and other terms of such awards shall be determined by the Compensation Committee.

Equity-Based Compensation for Directors

The Company may also grant equity-based compensation to members of the Board of Directors, including independent directors and external directors, in accordance with the provisions of the Companies Law, 1999, applicable regulations, and this Compensation Policy.

Equity-based compensation for directors may be granted under the Company's Share Incentive Plan or any other equity plan adopted by the Company, and may include options, restricted shares, restricted share units (RSUs) or other equity-based awards, as approved by the Compensation Committee and the Board of Directors and.

In determining the scope of equity-based compensation granted to independent directors and external directors, the Compensation Committee and the Board of Directors shall take into consideration the need to appropriately align such directors with the long-term interests of the Company and its shareholders, while ensuring that the scope and structure of such equity-based compensation do not create economic dependence or impair the independence of such directors. Equity-based compensation granted to external directors, if any, shall be of a limited scope and shall not exceed customary market practice for external directors, so as not to impair their independence.

The scope, terms and conditions of equity-based compensation granted to directors shall be determined by the Compensation Committee and the Board of Directors, taking into consideration the role of the director, market practice, the desired alignment with shareholders' interests, and the long-term objectives of the Company.

D&O Insurance; Indemnification

All Directors and officers will be covered by D&O liability insurance (**"D&O Insurance"**) in such scope and such terms as shall be determined from time to time pursuant to the requirements of the Companies Law. The D&O Insurance may include "run-off" provisions, covering the Directors' and Senior Executives' liability for a period of seven (7) years after the termination of their services as director.

In addition, and subject to the requirements of the Companies Law, the Company may indemnify its Directors and Officers for their liability in certain cases, including for legal expenses incurred by them in connection with the defense against such liability. Such indemnification shall not cover any amounts payable under the D&O Insurance

Retirement Bonus- Adjustment Payment

Except as detailed below, the Company shall not make any retirement payments. However, Senior Executives shall be entitled to receive, upon the termination of his/her employment with the Company (and unless the termination is in circumstances that negate the payment of severance payment pursuant to the applicable law) adjustment payment that will be based on the employment term of each such Senior Executive with the Company.

The ranges of the adjustment payments of the Senior Executives are:

Chairman/CEO: up to 5 monthly base salaries per year

Other Executive Officers: up to 3 monthly base salaries per annum

Exhibit I

Personal Qualitative Goals

- Implementation or completion of specified projects or processes;
- Customer satisfaction;
- Productivity;
- Research or development collaborations, or the Completion of other transactions;
- Market share;
- Completion of acquisitions of assets;
- Acquisitions of businesses or companies;
- Completion of divestitures and asset sale;
- Greater geographic and product diversification;
- Enhancing the Company's succession planning and performance-driven culture by adding new talent in key roles;
- Defending pending litigation matters and protecting the Company's intellectual property;
- Launching research and development initiatives
- Expansion of customer and strategic partner base;
- Production performance including buoy deployments, quality and safety;
- Creation and advancement of technology;
- Development and management of the employee base;
- Maintenance of worldwide regulatory compliance;
- Improving technical achievements;
- Adherence to ethical standards;
- New orders;
- New customers;