

As filed with the Securities and Exchange Commission on December 13, 2018

Registration No. 333-

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**OMEGA FLEX, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Pennsylvania**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**23-1948942**  
(I.R.S. Employer  
Identification No.)

**451 Creamery Way, Exton, PA**  
(Address of Principal Executive Offices)

**19341**  
(Zip Code)

**Non-Plan Non-Employee Director Restricted Stock Units**  
(Full Title of the Plan)

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**Timothy P. Scanlan**  
**General Counsel**  
**213 Court Street, S. 1001**  
**Middletown, Connecticut 06457**  
(Name and Address of Agent for Service)

**(860) 704-6824**  
(Telephone Number, Including Area Code, of Agent for Service)

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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. (Check one):

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

### Calculation of Registration Fee

Title of Securities to be Registered	Amount to be Registered <sup>(2)</sup>	Proposed Maximum Offering Price Per Share <sup>(3)</sup>	Proposed Maximum Aggregate Offering Price <sup>(3)</sup>	Amount of Registration Fee
Common Stock <sup>(1)</sup> , \$0.01 par value per share	2,000	\$54.60	\$109,200	\$13.24

- (1) The shares of common stock, par value \$0.01 per share ("Common Stock"), of Omega Flex, Inc., a Pennsylvania corporation (the "Registrant"), are issuable pursuant to the non-plan restricted stock unit awards (the "RSUs").
- (2) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement on Form S-8 also covers an indeterminate number of additional shares of the Registrant's Common Stock that may be offered or delivered under the RSUs to prevent dilution as a result of any stock dividend, stock split, recapitalization or other similar transactions. No additional registration fee is included for the registration of the offering of these shares.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and 457(h) of the Securities Act based upon the average of the high and low prices of the Common Stock of the Registrant as reported on the Nasdaq Global Market ("Nasdaq") on December 7, 2018, which date is within five business days prior to the initial filing of this Registration Statement.

## PART I

### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Omega Flex, Inc. (the “Registrant”) files this Registration Statement on Form S-8 in connection with the grant of non-plan restricted stock unit awards granted to non-employee directors of the Registrant (the “RSUs”). The documents containing the information specified in Part I of Form S-8 will be sent or given to each grantee of the RSUs as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”). These documents and the documents incorporated by reference herein pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the following:

(a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), on March 5, 2018;

(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 report referenced in Item 3(a) above, including: the Registrant’s Quarterly Report on Form 10-Q for the quarters ended March 31, 2018 filed on May 7, 2018, June 30, 2018 filed on August 6, 2018, and September 30, 2018 filed on November 6, 2018; and Current Reports on Form 8-K filed with the Commission on February 8, 2018, April 10, 2018, April 19, 2018, June 6, 2018, June 11, 2018, July 19, 2018, September 11, 2018, and October 18, 2018 (and provided that any portions of such reports that are deemed furnished and not filed pursuant to the instructions to Form 8-K shall not be incorporated by reference into this registration statement).

(c) The description of the Registrant’s Common Stock contained in the Registrant’s Registration Statement on Form 10 filed with the Commission on July 22, 2005.

In addition, all documents that the Registrant files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all of the Common Stock offered hereby have been sold, or which deregisters all Common Stock then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Registration Statement.

#### ITEM 4. Description of Securities.

Not applicable.

**ITEM 5. Interests of Named Experts and Counsel.**

Not applicable.

**ITEM 6. Indemnification of Directors and Officers.**

The Company's amended and restated Articles of Incorporation provides for indemnification of its officers and directors to the extent permitted by Pennsylvania law, which generally permits indemnification for actions taken by officers or directors as representatives of the Company if the officer or director acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Company. Omega Flex, Inc. has entered into indemnification agreements with its officers and directors to specify the terms of its indemnification obligations. In general, these indemnification agreements provide that the Company will:

- indemnify its directors and officers to the fullest extent now permitted under current law and to the extent the law later is amended to increase the scope of permitted indemnification;
- advance payment of expenses to a director or officer incurred in connection with an indemnifiable claim, subject to repayment if it is later determined that the director or officer was not entitled to be indemnified;
- reimburse the director or officer for any expenses incurred by the director or officer in seeking to enforce the indemnification agreement; and
- have the opportunity to participate in the defense of any indemnifiable claims against the director or officer.

As permitted under Pennsylvania law, the by-laws contain a provision eliminating the personal liability of directors to the Company and its shareholders for monetary damages for any action taken, except for breaches of, or failure to perform their fiduciary duties, and such breach or failure constituted self-dealing, willful misconduct or recklessness. The applicable provisions of Pennsylvania law pertain only to breaches of duty by directors as directors and not in any other corporate capacity, including as officers. As a result of the inclusion of these provisions, shareholders may be unable to recover monetary damages against directors for actions taken by them which in violation of their fiduciary duties and are not the result of self-dealing, willful misconduct or recklessness, although it may be possible to obtain injunctive or other equitable relief with respect to such actions. If equitable remedies are found not to be available to shareholders in any particular case, shareholders may not have any effective remedy against the challenged conduct.

The Company also maintains a directors and officers insurance policy for the benefit of its directors and officers.

**ITEM 7. Exemption From Registration Claimed.**

Not applicable.

**ITEM 8. Exhibits.**

See Index to Exhibits.

## ITEM 9. Undertakings.

(a) 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 the 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 the Registration Statement.

(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 (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in 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.

(b) 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.

(c) 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 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.

## INDEX TO EXHIBITS

Exhibit Number	Description
4.1	Articles of Incorporation of the Registrant, as amended (incorporated by reference to Exhibit 3.(I) to Registrant's Registration Statement on Form 10-12G, filed June 22, 2005).
4.2	The Amended and Restated By-Laws of Omega Flex, Inc. (incorporated by reference to Exhibit 3.(II) to Registrant's Registration Statement on Form 10-12G, filed June 22, 2005).
4.3 *	Form of non-plan Non-Employee Director Restricted Stock Unit Award Agreement entered into between Omega Flex, Inc. and certain of its non-employee directors.
23.1 *	Consent of RSM US LLP.
24.1 *	Power of Attorney (included with signature page).

\* Filed herewith

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on December 13, 2018.

### OMEGA FLEX, INC.

By: /s/ Kevin R. Hoben  
Kevin R. Hoben  
President and Chief Executive Officer

## POWER OF ATTORNEY

Each person whose signature appears below hereby severally and individually constitutes and appoints Kevin R. Hoben and Timothy P. Scanlan, each of them severally, the true and lawful attorneys and agents of each of us to execute in the name, place and stead of each of us (individually and in any capacity stated below) any and all amendments to this Registration Statement on Form S-8 and any subsequent registration statement filed by the Registrant pursuant to Rule 462(b) of the Securities Act or to Instruction E to Form S-8, in each case which relates to this registration statement, and all instruments necessary or advisable in connection therewith and to file the same with the Commission, each of said attorneys and agents to have the power to act with or without the others and to have full power and authority to do and perform in the name and on behalf of each of the undersigned every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any of the undersigned might or could do in person, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys and agents or each of them to any and all such amendments and instruments.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 13, 2018.

<u>Signature</u>	<u>Position</u>
<u>/s/ Kevin R. Hoben</u> Kevin R. Hoben	President and Chief Executive Officer (Principal Executive Officer)
<u>/s/ Mark F. Albino</u> Mark F. Albino	Executive Vice President and Chief Operating Officer
<u>/s/ Paul J. Kane</u> Paul J. Kane	Vice President - Finance and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Stewart B. Reed</u> Stewart B. Reed	Chairman of the Board of Directors

/s/ David K. Evans  
David K. Evans

Director

/s/ J. Nicholas Filler  
J. Nicholas Filler

Director

/s/ Derek W. Glanvill  
Derek W. Glanvill

Director

/s/ Bruce C. Klink  
Bruce C. Klink

Director



**OMEGA FLEX, INC.  
NON-EMPLOYEE DIRECTOR  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

**NOTICE OF GRANT**

**Name:** [INSERT] (the “**Non-Employee Director**”)

**Number of Stock Units  
Subject to Award:** Five Hundred (500)

**Award Date:** December 13, 2018 (the “**Award Date**”)

**Vesting Conditions:** The Award is fully vested and not subject to any service or other vesting conditions, but the issuance of shares under the Award is contingent on approval of the Award by the shareholders of the Company.

This restricted stock unit award (the “**Award**”) is granted under and governed by the Terms and Conditions of Restricted Stock Unit Award, which are attached hereto and incorporated herein by reference.

You do not have to accept the Award. If you wish to decline your Award, you should promptly notify the corporate secretary of Omega Flex, Inc. of your decision. If you do not provide such notification within thirty (30) days after the Award Date, you will be deemed to have accepted your Award on the terms and conditions set forth herein.

## TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

1. **General.** These Terms and Conditions of Restricted Stock Unit Award (these “**Terms**”) apply to a particular restricted stock unit award (the “**Award**”) granted by Omega Flex, Inc., a Pennsylvania corporation (the “**Company**”), and are incorporated by reference in the Notice of Grant (the “**Grant Notice**”) corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the “**Non-Employee Director**.” The effective date of grant of the Award as set forth in the Grant Notice is referred to as the “**Award Date**.” The Award has been granted to the Non-Employee Director in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Non-Employee Director. The Grant Notice and these Terms are collectively referred to as the “**Award Agreement**” applicable to the Award.

2. **Stock Units.** As used herein, the term “**Stock Unit**” shall mean a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent to one outstanding share of the Company’s common stock (“**Share**”) solely for purposes of this Award Agreement. The Stock Units shall be used solely as a device for the determination of the payment to eventually be made to the Non-Employee Director if such Stock Units are settled pursuant to this Award Agreement. The Stock Units shall not be treated as property or as a trust fund of any kind.

3. **Vesting.** The Award is fully vested and not subject to any service or other vesting conditions. Notwithstanding the foregoing, if the Award is not approved by the shareholders of the Company at the annual meeting of the Company’s shareholders to be held in 2019 (the “**2019 Annual Meeting**”), the Award will be forfeited.

4. **No Rights to Continued Service.** Nothing contained in this Award Agreement shall be deemed to create any obligation on the part of the Board of Directors of the Company (the “**Board**”) to nominate any of its members for reelection by the Company’s shareholders, nor confer upon the Non-Employee Director the right to remain a member of the Board for any period of time, or at any particular rate of compensation. Nothing in this paragraph, however, is intended to adversely affect any independent contractual right of the Non-Employee Director without his consent thereto.

### 5. **Dividend and Voting Rights.**

(a) **Limitations on Rights Associated with Stock Units.** The Non-Employee Director shall have no rights as a shareholder of the Company, no dividend rights (except as expressly provided in Section 5(b) with respect to Dividend Equivalent Rights) and no voting rights, with respect to the Stock Units or any Shares underlying or issuable in respect of such Stock Units until such Shares are actually issued to and held of record by the Non-Employee Director. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date upon which the Non-Employee Director will become the holder of record thereof.

(b) **Dividend Equivalent Rights Distributions.** As of any date after the Award Date and prior to the issuance of Shares as provided in Section 7 that the Company pays an ordinary cash dividend on its common stock, the Company shall credit the Non-Employee Director with a dollar amount equal to (i) the per share cash dividend paid by the Company on its common stock on such date, multiplied by (ii) the total number of Stock Units (with such total number adjusted pursuant to Section 9 of the Award Agreement) subject to the Award that are outstanding immediately prior to the record date for that dividend (a “**Dividend Equivalent Right**”). Any Dividend Equivalent Rights credited pursuant to the foregoing provisions of this Section 5(b) shall be subject to the same vesting, settlement, forfeiture,

payment and other terms, conditions and restrictions as the original Stock Units to which they relate; provided, however, that the amount of any vested Dividend Equivalent Rights shall be paid in cash.

**6. Restrictions on Transfer.** The Award may not be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily.

**7. Timing and Manner of Payment of Stock Units.** Subject to the approval by the shareholders of the Company of the issuance of Shares under the Award at the 2019 Annual Meeting, on a date in June 2019 specified at the 2019 Annual Meeting the Company shall deliver to the Non-Employee Director a number of Shares (as evidenced by an appropriate entry on the books of the Company or a duly authorized transfer agent of the Company) equal to the number of Stock Units subject to the Award. The Non-Employee Director shall have no further rights with respect to any Stock Units for which Shares have been issued pursuant to this Section 7, and upon the issuance of such Shares, this Award shall terminate.

**8. Administration.** The Board shall be responsible for administering the Award. The Board shall have authority to adopt such rules as it may deem appropriate to carry out the purposes of the Award Agreement, and shall have authority to interpret and construe the provisions of the Award Agreement and to make determinations pursuant to any provision therein. Each interpretation, determination or other action made or taken by the Board pursuant to the Award Agreement shall be final and binding on all persons. The Board shall not be liable for any action or determination made in good faith, and shall be entitled to indemnification and reimbursement in the manner provided in the Company's Articles of Incorporation and By-laws as such documents may be amended from time to time.

**9. Adjustments Upon Specified Events.** Upon the occurrence of any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend) or reverse stock split; any merger, combination, consolidation, or other reorganization; any spin-off, split-up, or similar extraordinary dividend distribution in respect of the Company's common stock; or any exchange of the Company's common stock or other securities of the Company, or any similar, unusual or extraordinary corporate transaction in respect of the Company's common stock affecting the Company's common stock; then the Board shall equitably and proportionately adjust the number, amount and type of securities subject to the Award Agreement, in each case to the extent necessary to preserve (but not increase) the level of incentives intended by the Award Agreement and the then-outstanding Award. No such adjustment shall be made with respect to any ordinary cash dividend for which Dividend Equivalent Rights are credited pursuant to Section 5(b). Any good faith determination by the Board as to whether an adjustment is required in the circumstances pursuant to this Section 9, and the extent and nature of any such adjustment, shall be conclusive and binding on all persons.

**10. Responsibility for Taxes.** The Non-Employee Director agrees to report and pay any and all income tax, social insurance, or payroll taxes ("**Tax-Related Items**") that arise as a result of the grant, vesting or settlement of the Award, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or Dividend Equivalent Rights. The Company is not responsible for withholding with regard to the Tax-Related Items. However, the Company reserves the right to withhold any Tax-Related Items to the extent circumstances change and it is required to do so. In this regard, the Non-Employee Director authorizes the Company, at its discretion and pursuant to such procedures as it may specify from time to time, to satisfy any Tax-Related Items withholding obligations that are legally required to be paid by the Non-Employee Director by one or a combination of the following methods: (a) withholding from cash amounts otherwise distributable to the Non-Employee Director by the Company; (b) withholding otherwise deliverable Shares and/or from otherwise payable Dividend Equivalent Rights to be issued or paid upon settlement of the Award (c) arranging for the sale of Shares otherwise deliverable to the Non-Employee Director (on the Non-Employee Director's behalf and at the Non-

Employee Director's direction pursuant to this authorization); or (d) withholding from the proceeds of the sale of Shares acquired upon vesting/settlement of the Award. The Company may refuse to distribute the Shares or other property credited to the Non-Employee Director if the Non-Employee Director fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section 10.

**11. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, deliver any documents related to the Award by electronic means or request the Non-Employee Director's consent to participate by electronic means. The Non-Employee Director hereby consents to receive all applicable documentation by electronic delivery and to participate in the program providing for the Award through an on line (and/or voice activated) system established and maintained by the Company or a third party vendor designated by the Company.

**12. Notices.** Any notice to be given under the terms of this Award Agreement shall be in writing and addressed to the Company at its principal office to the attention of the Corporate Secretary, and to the Non-Employee Director at the Non-Employee Director's last address reflected on the Company's records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Non-Employee Director is no longer a member of the Board, shall be deemed to have been duly given by the Company when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

**13. Entire Agreement.** This Award Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Board reserves the right to alter, amend or to terminate the Award Agreement (or waive any provision hereof in writing) at any time; provided, however, that no such action may adversely affect the Non-Employee Director's rights to any outstanding Award without the consent of the Non-Employee Director.

**14. Limitation on the Non-Employee Director's Rights.** This Award confers no rights or interests other than as herein provided. The Non-Employee Director shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Stock Units and/or Dividend Equivalent Rights, and rights no greater than the right to receive the common stock as a general unsecured creditor with respect to Stock Units, as and when payable hereunder.

**15. Counterparts.** This Award Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**16. Section Headings.** The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

**17. Governing Law.** This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles thereunder.

**18. Choice of Venue.** For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or this Award Agreement, the parties hereby submit to the exclusive jurisdiction of the Commonwealth of Pennsylvania and agree that such litigation

shall be conducted only in the courts of Chester County, Pennsylvania, or the federal courts for the Eastern District of Pennsylvania, and no other courts, where this grant is made and/or to be performed.

**19. Code Section 409A.** It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (“**Code Section 409A**”). This Award Agreement shall be construed and interpreted consistent with that intent. If an unintentional operational failure occurs with respect to the Code Section 409A requirements, the Non-Employee Director shall fully cooperate with the Company to correct the failure, to the extent possible, in accordance with any correction procedure established by the U.S. Internal Revenue Service. Further, the Board may modify the terms of this Award Agreement without the consent of the Non-Employee Director or such other person, in the manner that the Board may determine to be necessary or advisable in order to comply with Code Section 409A and to avoid the imposition of any penalty tax or other adverse tax consequences under Code Section 409A. This Section 19 does not create an obligation on the part of the Company to modify the terms of this Award Agreement and does not guarantee that the Award or the delivery of Shares underlying the Award will not be subject to taxes, interest and penalties or any other adverse tax consequences under Code Section 409A. The Company will have no liability to the Non-Employee Director or any other party if the Award, the delivery of Shares upon payment of the Award or other payment hereunder that is intended to comply with Code Section 409A, does not so comply or for any action taken by the Board with respect thereto.

**20. Severability.** The provisions of this Award Agreement are severable and if any one of more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**21. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Non-Employee Director's Award, on the Stock Units and on any Shares acquired under the Award, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Non-Employee Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**COMPANY:**

OMEGA FLEX, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NON-EMPLOYEE DIRECTOR:**

\_\_\_\_\_

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Omega Flex, Inc. of our reports dated March 5, 2018, relating to the consolidated financial statements of Omega Flex, Inc. and the effectiveness of internal control over financial reporting of Omega Flex, Inc., appearing in the Annual Report on Form 10-K of Omega Flex, Inc. for the year ended December 31, 2017.

/s/ RSM US LLP  
Blue Bell, Pennsylvania  
December 13, 2018