



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

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

**EVOGENE LTD.**  
(Exact name of registrant as specified in its charter)

State of Israel  
(State or Other Jurisdiction of  
Incorporation or Organization)

Not Applicable  
(I.R.S. Employer  
Identification Number)

13 Gad Feinstein Street, Park Rehovot  
Rehovot 7638517, Israel  
(Address of Principal Executive Offices)(Zip Code)

Evogene Ltd. 2021 Share Incentive Plan  
(Full Title of the Plans)

Puglisi & Associates  
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Newark, Delaware 19711  
(302) 738-6680  
(Name, address, including zip code, and 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, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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. ☐

## EXPLANATORY NOTE

Pursuant to General Instruction E of Form S-8, this registration statement on Form S-8 (this “Registration Statement”) registers an additional 337,090 Ordinary Shares of Evogene Ltd. (the “Registrant”) for issuance under the Evogene Ltd. 2021 Share Incentive Plan, effective as of August 31, 2021 (the “Plan”), and any additional Ordinary Shares that become issuable under the Plan by reason of any stock dividend, stock split, or other similar transaction pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”).

The Registrant initially filed a Registration Statement on Form S-8 with the Securities and Exchange Commission (the “Commission”) on August 31, 2021 (File No. 333- 259215) (the “Original S-8”).

Pursuant to General Instruction E to Form S-8, the contents of the Original S-8 related to the Plan are incorporated by reference herein and made a part of this Registration Statement, except as amended hereby.

## PART I

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

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act, and the introductory note to Part I of the Form S-8 instructions. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the Plan, as specified by Rule 428(b)(1) under 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 documents previously filed by the Registrant with the Commission:

- (a) The Registrant’s Annual Report on Form 20-F for the fiscal year ended December 31, 2024, filed with the Commission on March 27, 2025 (the “**Annual Report**”); and
- (b) The description of the Registrant’s Ordinary Shares set forth in the Registrant’s [Form 8-A](#), File No. 001-36187, filed with the Commission on December 29, 2016, as amended by Exhibit 2.1 to the Registrant's Annual Report on Form 20-F, filed with the Commission on March 27, 2025, and any amendment or report filed for the purpose of further updating that description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 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 securities offered have been sold or which deregisters all securities then remaining unsold, and any Reports of Foreign Private Issuer on Form 6-K subsequently furnished by the Registrant to the Commission during such period (or portions thereof) that are identified in such forms as being incorporated into this Registration Statement, shall be deemed to be incorporated by reference into this Registration Statement and to be part hereof from the respective dates of filing or furnishing (as applicable) of such documents. Any statement contained in this Registration Statement or in a document incorporated by reference shall be deemed modified or superseded to the extent that a statement contained in any subsequently filed or furnished document which also is or is deemed to be incorporated by reference herein or therein 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.

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**ITEM 8. EXHIBITS.**

The following exhibits to this Registration Statement on Form S-8 are filed together herewith or incorporated herein by reference.

**EXHIBIT INDEX**

Exhibit Number	Exhibit
<a href="#"><u>4.1*</u></a>	<a href="#"><u>Second Amended and Restated Articles of Association</u></a>
<a href="#"><u>5.1*</u></a>	<a href="#"><u>Opinion of Meitar   Law Offices as to the legality of the Registrant's Ordinary Shares.</u></a>
<a href="#"><u>23.1*</u></a>	<a href="#"><u>Consent of Kost, Forer, Gabbay and Kasierer, a member of Ernst &amp; Young Global.</u></a>
<a href="#"><u>23.3*</u></a>	<a href="#"><u>Consent of Meitar   Law Offices (included in Exhibit 5.1).</u></a>
<a href="#"><u>24.1*</u></a>	<a href="#"><u>Power of Attorney (included on the signature page of this Registration Statement).</u></a>
<a href="#"><u>99.1(1)</u></a>	<a href="#"><u>Evogene Ltd. 2021 Share Incentive Plan</u></a>
<a href="#"><u>107*</u></a>	<a href="#"><u>Filing Fee Calculation</u></a>
*	Filed herewith.
(1)	Incorporated by reference to Appendix B of Exhibit 99.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on June 23, 2021.

## SIGNATURES

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 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tel Aviv, Israel, on this 27<sup>th</sup> day of March, 2025.

### Evogene Ltd.

By: /s/ Yaron Eldad

Name: Yaron Eldad

Title: CFO

## POWER OF ATTORNEY

We, the undersigned directors and/or officers of the Registrant, hereby severally constitute and appoint Mr. Ofer Haviv, Chief Executive Officer and President, and Mr. Yaron Eldad, Chief Financial Officer, and each of them singly, our true and lawful attorneys, with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the registration statement on Form S-8 filed herewith, and any and all amendments to said registration statement, and any registration statement filed pursuant to Rule 462(b) under the Securities Act, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Commission, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of them might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on March 27, 2025.

<b>Name</b>	<b>Title</b>
<u>/s/ Ofer Haviv</u>	CEO and President
<u>/s/ Nir Nimrodi</u>	Chairman of the Board of Directors
<u>/s/ Leon Recanati</u>	Director
<u>/s/ Dan Falk</u>	Director
<u>/s/ Adrian Percy</u>	Director
<u>/s/ Sarit Firon</u>	Director
<u>/s/ Oded Shoseyov</u>	Director

## SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF REGISTRANT

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Evogene Ltd., has signed this registration statement on March 27, 2025.

Puglisi & Associates

By: /s/ Donald J. Puglisi

Name: Donald J. Puglisi

Title: Managing Director, Puglisi & Associates

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**SECOND AMENDED AND RESTATED****ARTICLES OF ASSOCIATION****OF****EVOGENE LTD.****(the “Company”)****TABLE OF CONTENT**

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## CHAPTER ONE – GENERAL

### 1. INTRODUCTION

1.1. Each of the words set out below will, in these Articles, bear the meaning appearing opposite it:

<i>Articles</i>	The Articles of Association of the Company as in effect or as may be amended from time to time.
<i>Board</i>	The Board of Directors of the Company
<i>Business Day</i>	A day on which banks in Israel are open for transacting business.
<i>Companies Law</i>	The Companies Law, 5759-1999, or any other enactment replacing the same.
<i>Companies Ordinance</i>	The Companies Ordinance (New Version), 5743-1983, or any other enactment replacing the same.
<i>Companies Regulations</i>	Regulations promulgated under the Companies Law and/or the Companies Ordinance.
<i>Director(s)</i>	The member(s) of the Board constituted in accordance with these Articles holding office at any given time.
<i>In writing or written</i>	Printing and any other form of printing words, including documents that have been sent in writing by fax, telegram, telex, e-mail, by computer or any other form of electronic communication, that creates or enables the creation of a copy or printout of a document.
<i>Incompetent</i>	A person who has been declared to be Incompetent pursuant to the Legal Capacity and Guardianship Law, 5722-1962.
<i>Law</i>	The provisions of any law ("din") applicable in the State of Israel.
<i>Related Company</i>	A body that, directly or indirectly, controls the Company or any other body that is, directly or indirectly, controlled by such body and/or a body that is controlled, directly or indirectly, by the Company.
<i>Securities</i>	As defined in section 1 of the Securities Law.
<i>Securities Law</i>	The Securities Law, 5728-1968, or any other enactment replacing the same
<i>Securities Regulations</i>	Regulations promulgated under the Securities Law
<i>Shareholder</i>	Anyone registered as a Shareholder in the Register of Shareholders of the Company.
<i>Simple Majority</i>	A majority of more than fifty percent (50%) of the votes of the Shareholders entitled to vote and who have, personally or by proxy, voted at a general meeting, excluding abstentions.
<i>Special Majority</i>	A majority of at least seventy-five percent (75%) of the votes of the Shareholders entitled to vote and who have voted personally or by proxy excluding for abstention votes.

1.2. In these Articles, any reference to an organ or officeholder refers to an organ or officeholder of the Company.

1.3. In the absence of any other provision on the subject and save where the subject matter or the context is inconsistent with such application, the provisions of sections 3 – 10 of the Interpretation Law, 5741-1981, will, *mutatis mutandis*, similarly apply to the interpretation of the Articles.

Unless otherwise provided in this clause, words and expressions contained in the Articles bear the meaning ascribed thereto in the Companies Law, the Companies Regulations, the Securities Law, or the Securities Regulations, and in the absence thereof, the meaning ascribed thereto in any other Law, save where such meaning is inconsistent with the context in which such word or expression appears, or with the thrust of the relevant provision contained in the Articles.

Any reference in these Articles to a provision of Law that is subsequently amended or repealed, will be deemed to be in force and form part of the Articles unless, as a result of such amendment or repeal such provision is of no effect.

The provisions of these Articles are in addition to and, to the extent permissible, override those prescribed by the Companies Law. Wherever any provision herein contained is in contradiction to that permitted by Law, the provisions of these Articles will, so far as possible, be construed pursuant to the provisions of Law.

2. **PUBLIC COMPANY**

The Company is a public company.

3. **DONATIONS**

The Company may make donations even if such donations do not relate to the Company's business.

4. **OBJECTS OF THE COMPANY**

The Company will engage in any lawful business.

5. **LIMITATION ON LIABILITY**

The liability of each of the Shareholders in the Company is limited to the full amount that such Shareholders undertook to pay at the time of the allotment, in respect of the Shares allotted to such Shareholders.

6. **ALTERATION OF THE ARTICLES**

The Company may, unless otherwise prescribed in relation to any particular provision of these Articles, vary or substitute any of the provisions herein contained by resolution to be adopted by the general meeting, by Simple Majority.

**CHAPTER TWO – SHARE CAPITAL OF THE COMPANY**

7. **SHARE CAPITAL**

7.1. The registered share capital of the Company is NIS 3,000,000 divided into 15,000,000 Ordinary Shares of NIS 0.2 nominal value each (hereinafter: "**Share**", "**Ordinary Share**", "**Shares**" or "**Ordinary Shares**", as appropriate). Each Share confers the right to receive invitations to, attend and vote at all general meetings. Each Shareholder, on casting a vote, will have such number of votes as corresponds to the number of Shares that it holds. All Shares have equal rights in relation to the amounts of capital that have been paid or have been credited as paid-up on the nominal value thereof in all matters relating to dividend, the distribution of bonus Shares and other distribution, a return of capital and participation in a distribution of surplus assets of the Company upon winding-up of the Company.

7.2. The provisions of these Articles with respect to Shares will similarly apply to other Securities that will be issued by the Company, *mutatis mutandis*.

8. **ISSUE OF SHARES AND OTHER SECURITIES**

8.1. **No right of Preemption**

The existing Shareholders of the Company will have no right of preemption, preferential or other right whatsoever to acquire Securities of the Company. The Directors may, at their absolute discretion, first offer or distribute Securities of the Company to the existing Shareholders.

8.2. **Redeemable Securities**

The Company may issue redeemable Securities with such rights and subject to such conditions as will be determined by the Board.

8.3. **Commissions**

The Company may pay to any person a commission (including underwriting fees) in consideration of the underwriting, marketing or distribution of the Company's Securities, unconditionally or on such conditions as will be determined by the Board. The payments mentioned in this Article may be paid in cash or Securities of the Company, or partly by one method and partly in the other, all in the Company's discretion.

8.4. The Board may apply different arrangements among the holders of Securities of the Company in relation to the terms of allotment of the Company's Securities and the rights attaching to those Securities, and may vary such conditions, including waiving any part thereof. The Board may further issue to the holders of Securities, calls in respect of monies that have yet to be paid as consideration for the Securities that they hold.

- 8.5. Any payment on account of a Share will be first credited to the nominal value and only thereafter on account of the premium in respect of any Share, unless otherwise prescribed by the terms of thereof.
- 8.6. No Shareholder shall be entitled to exercise any right of a Shareholder nor will such Shareholder be entitled to any dividend prior to having paid all sums outstanding pursuant to the terms of issuance together with interest, linkage differentials and expenses, if any, unless otherwise prescribed by the terms of issuance.
- 8.7. The Board may forfeit and sell, re-allot or otherwise dispose of any security for which the total consideration has not been paid, as it determines in its discretion, including without any consideration.
- 8.8. The forfeiture of a security shall lead to the cancellation of any right or claim or demand in or against the Company in relation to such security, save for such rights and obligations as are excepted by these Articles or which by Law are granted to or imposed upon a former holder of Securities.

**9. REGISTER OF SHAREHOLDERS OF THE COMPANY AND ISSUANCE OF SHARE CERTIFICATES**

- 9.1. The secretary of the Company or the person who has been appointed for that purpose by the Board will be responsible for managing the Register of Shareholders. Every Shareholder shall be entitled to receive from the Company one Share certificate, or a number of certificates, as decided by the Company, without charge, within two months of the allotment or registration of the transfer (or within such other shorter period as will be otherwise prescribed by the terms of issuance) in respect of all the Shares of a certain class that are registered in his name and such certificate will specify the number and class of the Shares (if any) and such other information as will, in the discretion of the Directors, be significant. In the case of a Share jointly held, the Company will not be bound to issue more than one certificate to all the joint holders and delivery of such certificate to one of the joint holders will be deemed to be delivery to all such joint holders.
- 9.2. The Board may close the Register of Shareholders up to an aggregate period of 30 days in any year.
- 9.3. Shares shall be represented by Share certificates unless the Directors adopt a resolution permitting Shares to be uncertificated. Share certificates will be issued under the seal or stamp of the Company or in its printed name, and under the hand of a single Director and the secretary of the Company or of two Directors, or of such other person as the Directors shall have appointed for such purpose.
- 9.4. The Company may issue a new certificate in lieu of an issued certificate that has been lost or defaced or become worn, against such evidence and indemnity as the Company will require and after payment of such sum as will be determined by the Directors, and the Company may replace existing certificates with new ones without payment, subject to the terms prescribed by the Directors.
- 9.5. Where two or more persons are registered as joint holders of a Share, a written notification of the payment of a dividend or other payments in respect of the said Share which is sent to one of them will be binding upon the other holder of the Share.
- 9.6. The Company may recognize a trustee as holder of a Share and issue a Share certificate in the trustee's name, provided the trustee has given notice of the identity of the beneficiary under the trust. The Company shall not be bound or required to recognize any claim based on any equitable or contingent right or a future right or partial right to a Share or to any other right whatsoever in respect of any such Share, other than the absolute right of the registered Shareholder of each Share unless on the basis of a judicial order or pursuant to the requirements of any Law.

**10. TRANSFER OF SHARES OF THE COMPANY**

- 10.1. Shares of the Company are transferable.
- 10.2. Unless otherwise prescribed by the Directors, no transfer of registered Shares will be registered unless an original signed instrument of transfer of the Shares (hereinafter: "**Share Transfer**") will have been submitted to the Company or its transfer agent. The Share Transfer will be in the following or like form so far as possible, or in such other form as will be approved by the Board. Subject to the terms of these Articles, the effectiveness of such transfer of Shares shall not require the prior approval of the Board.



### **Instrument of Share Transfer**

I, \_\_\_\_\_ I.D./Corporate no. \_\_\_\_\_ from \_\_\_\_\_ (hereinafter: **the “Transferor”**) transfer to \_\_\_\_\_ I.D./Corporate no. \_\_\_\_\_  
from \_\_\_\_\_ (hereinafter **the “Transferee”**) in consideration of the sum of [ \_\_\_\_\_ ] paid to me, \_\_\_\_\_ Ordinary Shares NIS  
[ \_\_\_\_\_ ] par value each, marked numbered \_\_\_\_\_ to \_\_\_\_\_, (inclusive) Evogene Ltd., (hereinafter: **the “Company”**) to be held by the Transferee, the administrators  
of his estate and by his successors on the conditions on which I/we held the same at the time of the execution hereof and I/we, the Transferee/s agree to take the said Shares  
on such conditions appearing in the Articles, from time to time.

**IN WITNESS WHEREOF we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_ .**

#### **The Transferor**

Name:

I.D./Corp. no.:

Signature:

**Witness to the signature of the Transferor:**

Name:

I.D./Corp. no.:

Signature:

#### **The Transferee**

Name:

I.D./Corp. no.:

Signature:

**Witness to the signature of the Transferee:**

Name:

I.D./Corp. no.:

Signature:

- 10.3. The Transferor will continue to be regarded as the holder of the Shares so transferred until the Transferee's name has been entered in the Register of Shareholders.
- 10.4. A Share transfer will be presented to the Company or its transfer agent for registration, together, in the case of certificated shares, with the certificates constituting the registered Shares that are to be transferred (if issued), payment of all transfer taxes, and any other evidence as the Company will require concerning the Transferor's title to or right to transfer the Shares, subject to Article 9.3
- 10.5. A joint Shareholder wishing to transfer his right in a jointly owned Share but who holds no certificate representing such Share will not be bound to attach the Share certificate to the Share Transfer provided that the Share transfer specifies that the Transferor holds no Share certificate in respect of the Share the right in which is being transferred and the transferred Share is jointly held with others.
- 10.6. The Company may demand payment of a fee for registering the transfer in such sum or at such rate as will be determined by the Board from time to time.
- 10.7. Only the personal representatives and administrator or executors of the estate of a deceased Shareholder, and in the absence thereof, his heirs, shall be recognized as the holder thereof after proving their entitlement thereto as determined by the Board.
- 10.8. The Company may recognize the surviving Shareholder of a jointly held Share upon the death of one of the holders unless all the joint holders of the Share have notified the Company in writing prior to the death of any of them of their wish that the provisions of this Article will not apply, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share jointly held by him.
- 10.9. A person acquiring a right to a Share in his capacity as a personal representative, administrator, heir, receiver, liquidator or trustee in bankruptcy of a Shareholder or otherwise by Law, may, when proving his right – as required by the Board – be registered as Shareholder of such Share or transfer the same to another, subject to the provisions regarding transfers pursuant to these Articles.

- 10.10. The person acquiring a right to a Share in consequence of the transfer thereof by operation of Law, will be entitled to dividends and all other rights in respect of the Share and further be entitled to receive and give receipts for dividend or other payments payable in connection with such Share but will not be entitled to receive notices in connection with the general meetings of the Company (to the extent such right exist) and participate or vote thereat in connection with such Share or exercise any right of a Shareholder, save as stated above, until after he is registered as Shareholder in relation to such Share.

## **11. SHARE WARRANTS TO BEARER**

The Company may not issue Share warrants to bearer from which it derives that the holders thereof have the rights to the Shares therein specified.

## **12. CHARGE OVER SHARES**

- 12.1. The Company shall have a first charge and right of lien on all Shares that are not fully paid up and on the proceeds of sale thereof whether or not they have matured for payment, which payments have been called or which shall become payable on the date determined for such Share. The Company shall have a lien on all the Shares (other than fully paid up Shares) registered in the name of a Shareholder as security for the monies due from him, or his assets, whether solely or jointly with others. Such lien shall also apply to dividends paid from time to time in respect of these Shares.
- 12.2. The Board is entitled, in order to exercise any such charge or lien, to sell the Shares or any of them that are subject to the lien in any manner it may deem fit, but no sale shall be made until after a notice in writing has been delivered to the Shareholder concerning the Company's intention to sell the Shares, in default of payment of such sum, fourteen days from the date of the notice. The net proceeds of any such sale, after payment of costs of the sale, shall be used to pay the debts or the liabilities of the Shareholder and the remainder (if any) shall be paid to him.
- 12.3. If a sale of Shares is made after forfeiture or in order to enforce a charge or lien by the apparent exercise of the powers conferred above, the Board is entitled to register them in the register in the name of the purchaser, and the purchaser shall not be obliged to examine the regularity of the proceedings or the manner in which the proceeds of the sale have been applied. After they have been entered in the register in his name, no person shall challenge the validity of the sale.

## **13. ALTERATION TO SHARE CAPITAL**

The general meeting of Shareholders may, at any time, resolve to effect any of the following, provided that such a resolution of the general meeting will be adopted by Simple Majority:

### **13.1. Increase of capital:**

To increase its registered share capital whether or not all the Shares registered at that time were issued or not. The increased capital shall be divided into Shares having ordinary, preferred or deferred rights or with any other special rights (subject to any special rights of any existing class of Shares) or subject to terms and restrictions in respect of dividend, repayment of capital, voting or other terms as the general meeting shall provide in its resolution regarding the increase of the registered capital.

### **13.2. Alteration of rights:**

At any time at which the share capital is divided into different classes, by resolution passed by a meeting of the Shareholders by a Simple Majority (unless otherwise prescribed in the terms of issuance of the Shares of that class), vary the rights of a class of the Company's Shares after receiving the consent in writing of all of the holders of the Shares of that class, or with the approval of a resolution duly passed at a general meeting of the holders of that class of Shares, by Simple Majority or in the event of it being stipulated otherwise by the terms of issuance of the particular class of the Shares of the Company as stipulated by the terms of issuance of that class of Shares.

The rights conferred on the holders of the Shares or the holders of a class of Shares that have been issued with either ordinary or preferential rights or other special rights shall not be deemed, by the creation or issue of other Shares having identical rights, or a change in the rights of existing Shares, to have changed unless otherwise provided in the terms of issuance of those Shares.

13.3. Consolidation:

To consolidate and re-divide all or any of its share capital into Shares of larger denomination than those specified in these Articles. In the event that as a result of such consolidation, the holders of Shares whose Shares have been consolidated are left with fractions, the Board may, with the sanction of the general meeting in the resolution deciding on such consolidation, take such action as is determined by the Board to be appropriate to settle such fraction and such determination shall be final and binding on all holders of Company's Shares. Among other actions, the Board of Directors may take the following:

- 13.3.1. Sell all the fractions and for such purpose appoint a trustee in whose name the certificates comprising the fractions will be issued and who will sell the same and apply the proceeds received, less commissions and expenses, among those entitled. The Board may decide that Shareholders entitled to proceeds that are in a sum that is less than that prescribed, will not receive the proceeds of such fractions and their portion of the proceeds will be divided among the Shareholders entitled to the proceeds that exceed the amount prescribed in proportion to the proceeds to which they are entitled;
- 13.3.2. Allot to each Shareholder who, as a result of such consolidation and re-distribution, is left with fractional Shares, fully paid-up Shares of the class existing prior to the consolidation in such number as will, when consolidated with the fraction, be sufficient for a single complete consolidated Share and such allotment will be deemed to have taken effect immediately prior to the consolidation;
- 13.3.3. Determine that Shareholders will not be entitled to receive consolidated Shares in respect of fractional consolidated Shares resulting from the consolidation of one half or less of the number of Shares whose consolidation creates a single consolidated Share, but will be entitled to receive a consolidated Share in respect of a consolidated fractional Share resulting from the consolidation of more than one half of the number of the Shares whose consolidation creates a single consolidated Share.

In the event of any of the actions specified in sub Articles 13.3.2 or 13.3.3 above, necessitating the issuance of additional Shares, the payment thereof will be effected in the manner in which bonus Shares are paid. Such consolidation and distribution will not be deemed to be an alteration of the rights of the Shares to which the consolidation and distribution relate.

13.4. Cancellation of unissued Share capital:

To cancel registered Share capital that has yet to be allotted, provided that no undertaking of the Company exists to allot such Shares.

13.5. Split of Share capital:

To split all or any of the Company's Share capital into Shares of smaller denomination than that prescribed in these Articles by distributing all or any of the Company's Shares for the time being.

### CHAPTER THREE - GENERAL MEETINGS

#### 14. POWER OF THE GENERAL MEETING

14.1. Matters within the authority of the general meeting

Resolutions on the following matters will be passed by the Company at a general meeting:

- 14.1.1. Any amendment of the Articles.
- 14.1.2. Exercising the powers of the Board, if the general meeting has determined, by a Simple Majority of the votes of the Shareholders entitled to vote and who have voted in person or by proxy, that the Board is constrained from exercising its powers and also that exercising any of the powers is essential for the proper management of the Company.
- 14.1.3. Approval of acts and transactions requiring the approval of the general meeting, pursuant to the provisions of sections 255 and 267 to 284 of the Companies Law.
- 14.1.4. Any resolution which by Law or these Articles is required to be passed by way of decision of the general meeting.
- 14.1.5. Any power that is conferred upon the general meeting by Law.

14.2. Power of the general meeting to remove powers among the organs

The general meeting may, by a Simple Majority of the votes of the Shareholders entitled to vote and who have voted personally or by proxy, assume powers vested in any other organ of the Company and may further transfer powers conferred upon the general manager to the Board, all for a specific matter or for a specific period.

**15. ANNUAL AND SPECIAL GENERAL MEETINGS AND CLASS MEETINGS**

**Notice of general meetings**

The Company is not bound to give the Shareholders notice of a general meeting, except to the extent required by Law.

Notice of the general meeting will set out the place and time at which the meeting will convene, the agenda, a description of the proposed resolutions, and such other detail as will be required by Law.

**16. PROCEEDING AT GENERAL MEETINGS**

**16.1. Quorum**

No business will be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Two Shareholders present personally or by proxy and holding or representing at least 25% (twenty-five percent) of the voting rights in the Company, will constitute a quorum. For the purpose of a quorum, a Shareholder or his proxy, acting also as proxy of other Shareholders, will be deemed to be two or more Shareholders, pursuant to the number of Shareholders that he represents.

**16.2. Adjournment of the general meeting in the absence of a quorum**

If no quorum is present within half an hour from the time appointed for the meeting, the meeting will stand adjourned for one week following the date of the meeting, at the same day, time and place or to such other date, time and place as will be determined by the Board by notice to the Shareholders. The Company will, by immediate report, give notice of the adjournment of the meeting and the date of the adjourned meeting. If no quorum is present at such adjourned meeting, one Shareholder at least, present personally or by proxy, will constitute a quorum, except where the meeting has been convened upon the requisition of Shareholders.

**16.3. Chairperson of the general meeting**

The chairperson of the Board (if any) will preside over every general meeting and in his absence the general meeting will be presided by such person who will be appointed for such purpose by the Directors. In the absence of a chairperson or if he is not present at the meeting within fifteen minutes of the time appointed, the Shareholders present at the meeting will elect one of the Directors of the Company to be chairperson or, if no Director is present, one of the Shareholders present will be elected to preside as chairperson of the meeting.

The chairperson of the meeting will have no additional or casting vote.

**17. VOTES OF SHAREHOLDERS**

**17.1. Voting Power**

Subject to any provision hereof conferring special rights as to voting, or restricting the right to vote, every Shareholder shall have one vote for each Share held by him of record, on every resolution, without regard to whether the vote thereon is conducted by a show of hands, by written ballot or by any other means.

**17.2. Majority**

Resolutions of the general meeting will be passed by Simple Majority, unless another majority is required by Law.

**17.3. Certification of title**

A Shareholder must furnish to the Company a certificate of title to the Shares at least two business days prior to the date of the general meeting. The Company may waive such requirement.

17.4. Vote by an incompetent person

A legally incompetent person may vote only by trustee, natural guardian or other legal guardian. Such persons may vote personally or by proxy.

17.5. Vote of joint Shareholders

In the case of two or more holders of a Share, only one of them, either personally or by proxy, may vote. If more than one joint holder of a Share is required to participate in the vote, only the senior of them will vote. For such purpose, the senior of them will be deemed to be the person whose name first appears in the Register of Shareholders.

17.6. Defect

No immaterial defect in the convening or conduct of the general meeting, including a defect resulting from the non-performance of any term or condition prescribed by the Companies Law or by these Articles, including with respect to the manner of convening or conducting the general meeting, will disqualify any resolution passed at the general meeting nor affect the proceedings which took place thereat.

A resolution of the general meeting will be passed if it has earned the majority required for it by Law or according to the provisions of these Articles.

**18. APPOINTMENTS OF PROXIES**

18.1. Voting by means of proxy

A Shareholder may appoint a proxy to participate in and vote in his stead, either for a particular general meeting or at all general meetings of the Company, provided that the instrument appointing the proxy has been delivered to the Company at least two business days prior to the date scheduled for the general meeting, unless the Company has waived this requirement. A proxy is not required to be a Shareholder of the Company.

Insofar as the instrument of appointment is not for a particular general meeting, then such an instrument of appointment deposited prior to one general meeting will also have effect for all subsequent general meetings unless and until a written instrument cancelling such instrument of appointment is delivered to the company by the relevant Shareholder.

The foregoing will similarly apply to a Shareholder being a body corporate, who appoints a person to participate in and vote in its stead at the general meeting.

18.2. Form of the instrument of appointment

The instrument appointing a proxy will be signed by the Shareholder or by a person authorized on his behalf in writing, and if the appointer is a body corporate, will be signed in the manner binding that body corporate. The Company may require delivery of confirmation in writing to its satisfaction regarding the power of the signatories to bind the body corporate. The instrument of appointment will be made in the form set out below. The secretary of the Company or the Board will, at their discretion, accept an instrument of appointment in different form provided the changes are not material. The Company will only accept an original instrument of appointment or copy thereof, provided that such copy will be certified by a qualified Israeli lawyer or a notary.

**Instrument of appointment**

(Proxy Form)

Date:

Evogene Ltd.

[address]

Dear Sir/Madam,

RE: **Annual General/Special General Meeting of Evogene Ltd. (the "Company") that will take place on [ ] (the "Meeting")**

I, the undersigned, I.D./Corporate no. of being the registered holder of (\*) Ordinary Shares of NIS nominal value each of Evogene Ltd., hereby appoint , I.D. (\*\*) and/or , I.D. and/or , I.D. to participate and vote for me and on my behalf at the above mentioned meeting and at every adjournment thereof/ any general meeting of the Company, until I notify you to the contrary.

## **Signature**

- (\*) A registered Shareholder may grant a number of instruments of appointment (proxies), each to relate to a different quantity of Shares of the Company that he holds, provided that he will not grant instruments of appointment for a number larger than that which he holds.
- (\*\*) In the event of the attorney not being the holder of an Israeli I.D., his passport number and the country of issue may also be inserted.
- 18.3. Validity of instrument of appointment (proxy)
- A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incompetence or bankruptcy of the appointer, or if the appointment was made by a corporation the liquidation of or revocation by the appointer of the instrument of appointment or transfer of the Share in respect of which it was given, unless notice in writing is received at the Office of the Company before the meeting to the effect that such event has occurred.
- 18.4. Disqualification of proxies
- Subject to the provisions of any law, the secretary of the Company may, at his discretion, disqualify proxies, if a reasonable suspicion exists that they have been forged or were granted by virtue of Shares for which other proxies were granted.
- 18.5 Voting by means of a voting warrant
- Pursuant to these Articles, and the provisions of the Companies Law and the Regulations that have been issued thereunder, the shareholders of the Company are afforded the possibility of voting at general meetings of the Company by means of voting warrant, on all the matters that are required by law, as well as on such matters as the Directors of the Company will, from time to time, decide to enable voting to be carried out by means of voting warrants.

## **CHAPTER FOUR – THE BOARD OF DIRECTORS**

### **19. DIRECTORS – APPOINTMENT AND TERMINATION OF OFFICE**

- 19.1 Number of Directors – the number of Directors of the Company shall be no less than three (3) and no more than seven (7), excluding External Directors (as such term is defined in the Companies Law), unless otherwise resolved by the general meeting by a Special Majority of the votes of the shareholders entitled to vote and who have voted in person, or by way of a proxy or by way of a voting paper, with the exception of abstention votes.

- 19.2 Subject to the number of Directors of the Company not exceeding the maximum number of Directors prescribed in Article 19.1 above, each Director shall be subject to election (or re-election) at every annual general meeting of shareholders by a Simple Majority, and shall serve until the next annual general meeting of shareholders and until his or her successor is duly qualified. A Director may also be elected for his or her initial term at a special general meeting of shareholders, by a Simple Majority, in which case such Director shall serve until the next annual general meeting of shareholders, at which meeting he or she will be subject to re-election (if nominated) by a Simple Majority, along with all other nominees for service on the Board, for a term that expires at the following annual general meeting of shareholders.
- 19.3 The provisions of this Article 19 (in their entirety) will not apply to the appointment and duration of service of External Directors, to whom the provisions of the Companies Law will apply.
- 19.4 The Company may, by a Simple Majority, at a special meeting, remove any Director from office before his term of office has expired.
- 19.5 Subject to the provisions of the Companies Law regarding the termination of a Director's office, but notwithstanding that stated in section 230 of the Companies Law, the office of a Director will not be terminated except as stated in this Article 19, in its entirety.
- 19.6 Appointment of Directors by the Board – the Board may appoint a Director to the Board either to fill a position that has become vacant for any reason whatsoever or as an additional Director, provided that the number of Directors will not exceed the maximum number of members of the Board as a result of such appointment. Any Director so appointed will remain in office until the earlier of the first annual or special general meeting of shareholders following his or her appointment and until his or her successor is duly qualified. At such annual or special general meeting, such Director (if nominated for re-election) shall be subject to re-election for a term that expires at the next annual general meeting of shareholders and until his or her successor is duly qualified.
- 19.7 Simple Majority – The majority required to alter the provisions of Articles 19.1 - 19.6 above will be a Simple Majority.
- 19.8 Date of commencement of the service of a Director – a Director who is elected will take up office from the end of the general meeting at which he or she is elected or on the date of his or her appointment by the Board as stated in Article 19.6 above, as the case may be, unless a later date is specified in the resolution appointing him or her.
- 19.9 Except for a Director whose term of office expires on the date of the annual general meeting of shareholders, no Director will be elected at an annual general meeting unless the Board has recommended his or her election, or a Shareholder of the Company holding at least one percent (1%) of the voting rights in the Company has submitted to the officers of the Company, at least fourteen (14) days before the annual general meeting convenes, a written document signed by the Shareholder giving notice of the intention of such Shareholder to nominate such candidate for election as a Director, attaching to such notice the written consent of the candidate to be so elected, together with a biography of the candidate that includes all information required to be publicly disclosed with respect to such candidate's experience, education and all other relevant information requested by the Company.
- 19.10 Alternate Director – subject to the provisions of law, a Director may from time to time appoint an alternate for himself or herself (hereinafter: "Alternate Director"), dismiss such Alternate Director and appoint another instead of any Alternate Director whose office has been vacated for any reason, either for a particular meeting or permanently.
- 19.11 Termination of the Office of a Director – in the event of the office of a Director being vacated, the remaining Directors may continue to act as long as their number is not reduced below the minimum number of Directors prescribed by these Articles. In the event that the number of Directors is reduced below such minimum number, the remaining Directors may act solely in order to convene a general meeting of shareholders of the Company for the purpose of electing such number of additional Directors as shall result in the number of Directors being at least the minimum number set forth in these Articles.

## **20. CHAIRPERSON OF THE BOARD**

- 20.1. Appointment – the Board will appoint one of its members as chairperson of the Board and also determine in the resolution of the appointment the period for which he will hold office. Unless otherwise prescribed in the resolution of his appointment, the chairperson of the Board will hold office until another is appointed in his stead or until he ceases to serve as Director whichever is the earlier. Upon the chairperson of the Board ceasing to be Director of the Company, a new chairperson will be appointed at the first meeting of the Board that takes place thereafter.
- 20.2. Absence of casting vote – in the event of an equality of votes on a resolution of the Board, the chairperson of the Board or the person who has been appointed to conduct the meeting, will have no additional vote.

## **21. ACTS OF THE DIRECTORS**

### **21.1. Convening meetings of the Board of Directors**

The notice regarding convening Board meetings shall be delivered a reasonable time prior to the applicable meeting. Notwithstanding the above, the Board may convene without a prior notice in urgent cases only, if the majority of the Board has approved to do so.

Such notice will be delivered in writing, by fax, e-mail or other means of communication to the address or fax number or e-mail address or address to which notices may be sent by other means of communication as appropriate, as given by each Director to the Company upon his appointment, or by written notice to the Company, thereafter. The notice will detail the schedule and location of the meeting, and reasonable information about the matters on the agenda.

If an alternate Director has been appointed, notice will be given to the alternate Director unless the Director appointing the alternate Director has given notice that he wishes the notice to be supplied to him.

### **21.2. Quorum** – a quorum for meetings will be a majority of the members of the Board who are not by Law prevented from participating in the meeting, or such other quorum as will be fixed by a majority of the members of the Board, from time to time.

### **21.3. Validity of acts of the Directors in the case of a disqualified Director** – all acts effected in good faith at a meeting of the Board or by a committee of Board or by any person acting as a Director will be effective even if it is thereafter discovered that there was a defect in the appointment of such Director or person so acting or that all or any one of them were disqualified, as if every such person had been lawfully appointed and was qualified to be a Director.

### **21.4. Committees of the Board**

Subject to the provisions of the Companies Law, the Board may appoint committees of the Board.

Resolutions or recommendations of any committee of the Board which require the Board's approval shall be brought to the Board's attention a reasonable time prior to the discussion of such resolution or recommendation by the Board.

### **21.5. Meetings held by means of communication without convening** – at a meeting held by means of any form of communication, it will be sufficient that all of the Directors who are entitled to participate in the discussion and the vote, are able to hear one another.

### **21.6** The Board may pass a resolution without actually convening, provided that all of the Directors who are entitled to participate in the discussion and vote on the business that has been proposed for the resolution have agreed not to convene to discuss the matter. In the case of resolutions so passed, minutes of the resolutions will be taken, including the resolution not to convene, and be signed by the chairperson of the Board. The provisions of Article 21.2 above will apply to such a resolution, *mutatis mutandis*. A resolution passed pursuant to this Article will be valid for all purposes as if passed at a meeting of the Board duly convened and held.

## **22. VALIDITY OF ACTS AND APPROVAL OF TRANSACTIONS**

### **22.1.** All acts effected by the Board or by a committee of the Board or by a person acting as a Director or as a member of a committee of the Board, or by the General Manager of the Company, will be effective even if it is thereafter discovered that there was a defect in the appointment of the Board, committee of the Board, Director being a member of the committee or the General Manager, or that any of such officeholders was disqualified from holding office.



- 22.2. Subject to the provisions of the Companies Law:
- 22.2.1. The holding of Shares of the Company and the fact that a person is an officeholder or interested party in the Company, or officeholder of another body corporate, including a body corporate of which the Company is an interested party or which is a Shareholder of the Company, will not disqualify the officeholder from holding the position of officeholder in the Company. In addition, no officeholder will be disqualified by virtue of his office on account of any engagement or engagement of any such body corporate under an agreement with the Company on any matter whatsoever and in any manner whatsoever.
- 22.2.2. The office of officeholder of the Company will not disqualify such person and/or his relative and/or other body corporate in which he is an interested party from entering into transactions with the Company in which the officeholder has a personal interest in any manner whatsoever.
- 22.2.3. An officeholder will be entitled to participate in and vote on the discussions regarding the approval of transactions or acts in which he has a personal interest.
- 22.3. Subject to the provisions of the Companies Law, transactions of the Company with an officeholder thereof or transaction of the Company with any other person, in which an officeholder of the Company has a personal interest, but not being extraordinary transactions, will be approved as follows:
- 22.3.1. The entering into such a transaction that is not extraordinary will be approved by the Board or by the Audit Committee, or by another party who will be empowered in that behalf by the Board, by a specific resolution or by the procedures of the Board, or by general agreement or by agreement with respect to a certain class of transactions or for a particular transaction.
- 22.3.2. Approval of transactions that are not extraordinary as stated may be given by general approval to a certain class of transactions or by approving a particular transaction.
- 22.4. A general notice given to the Board by an officeholder or controlling party of the Company regarding his personal interest in a particular matter setting out details of his personal interest will constitute disclosure by the officeholder or the controlling party to the Company regarding that personal interest for the purpose of any engagement with such body in a transaction not being extraordinary.

#### 22A. Directors Training Programs

The Company may take care to prepare a program to train new directors in the Company's business fields and in relevant laws, and may take care to prepare a follow-up program for serving directors, with the intent to update their knowledge in said fields. The training programs will be adjusted, inter alia, to the position in the Company held by the director.

#### 22B. Composition of the Company's Board of Directors

The composition of the board of directors will be determined, inter alia, considering gender variation.

### **CHAPTER FIVE - SECRETARY AND AUDITOR**

#### **23. SECRETARY**

The Board may appoint a secretary for the Company on such conditions as it deems fit and determine the fields of his or her duties and powers. In the absence of an appointment of a secretary for the Company, the General Manager or in the absence of a General Manager, any other person designated by the Board, fulfill the duties of a secretary prescribed by the Law, these Articles and any decision of the Board. The secretary of the Company will be responsible for all the documents being kept at the registered office of the Company and maintain the registers that the Company is required to maintain by Law.

#### **24. AUDITOR**

- 24.1. The general meeting may appoint an auditor for a period exceeding one year, as determined by the general meeting.
- 24.2. The Directors will determine the remuneration of the auditor of the Company for audit-related services as well as his remuneration for other, non-audit-related services, unless otherwise determined by the general meeting.

**CHAPTER SIX - THE COMPANY'S CAPITAL AND  
DISTRIBUTION THEREOF**

**25. DISTRIBUTION AND ALLOTMENT OF BONUS SHARES**

The resolution of the Company to distribute dividend, bonus Shares and any other distribution and the conditions thereof will be passed by the Board of the Company.

**26. DIVIDEND AND BONUS SHARES**

26.1. Right to dividend or bonus Shares

26.1.1. Dividends or bonus Shares will be distributed to persons who are registered as Shareholders of the Company on the date of the resolution of the Board regarding the distribution or on such other date as will be determined in such resolution.

26.2. Retention of Dividends

The Board may retain any dividend or other moneys payable or property distributable in respect of a Share in respect of which any person is, under these Articles, entitled to become a Shareholder, or which any person is, under these Articles, entitled to transfer, until such person shall become a Shareholder of record in respect of such Share.

26.3. Payment of dividend

26.3.1. Method of payment

In the absence of directions to the contrary in the resolution regarding the distribution of a dividend, a dividend may be paid subject to withholding as may be required by applicable law, by cheque payable to the payee only, that will be sent by registered mail to the registered address of the Shareholder entitled thereto and registered with the Company, or by bank transfer. Any such cheque will be drawn to the order of the person to whom it is sent. A dividend *in specie* will be distributed as determined in the resolution of the Board approving of the distribution.

In the case of joint registered owners, the cheque will be sent to such Shareholder first named in the Register of Shareholders in relation to the joint ownership.

The dispatch of the cheque to the person who, on the record date, is registered in the Register of Shareholders as holder of a Share, or in the case of joint owners, of any of the joint owners, will constitute a discharge of all payments that have been made in connection with such Share.

The Company may resolve not to send a cheque below a certain sum, and the dividend amounts which ought to have been so paid will be regarded as an unclaimed dividend.

The Company may set off against the dividend amount to which a Shareholder is entitled any debt of that Shareholder to the Company, whether overdue or not.

26.3.2. Unclaimed dividend

The Board may invest any unclaimed dividend for a period of seven years after the declaration thereof or otherwise apply the same for the benefit of the Company until claimed. The Company will not be bound to pay interest or linkage for unclaimed dividend.

The Company may, after one year has elapsed from the date of the payment of any unclaimed dividend, apply such unpaid dividend to any purpose whatsoever and the Shareholder entitled to such unpaid dividend will have no claim or demand in connection therewith.

26.4. Method of Capitalizing Profits and Distribution of Bonus Shares

26.4.1. Reserves

The Board may, at its discretion, set aside to special reserves any amount whatsoever out of the profits of the Company, or from a re-evaluation of its assets or the relative part thereof in re-evaluating the assets of companies associated with it, and determine the designation of such reserves. The Directors may further cancel such reserves.

26.4.2. Distribution of Bonus Shares

To give effect to a distribution of bonus Shares, the Board may settle any difficulty arising and make adjustments, including deciding that fractional Shares will not be distributed except for certificates in respect of a cumulative number of fractional Shares, sell the fractions and pay the proceeds thereof to those entitled to receive the fractional bonus Shares and decide that payment in cash will be paid to the Shareholders or that fractions having a value of less than the amount that will be determined (and, if not determined, an amount being less than NIS 50) will not be brought into account for the purpose of making those adjustments.

27. **PURCHASE OF THE COMPANY'S SHARES**

Subject to Companies Law, the Company may purchase its own Securities, and Securities so purchased by the Company may be cancelled.

**CHAPTER SEVEN - EXEMPTION, INDEMNIFICATION AND  
INSURANCE OF OFFICEHOLDERS**

28. **DEFINITION**

For purpose of Articles 28, 30, 31 and 30 below, the term "officeholder" shall have the meaning ascribed to such term in the Companies Law.

29. **EXEMPTION OF OFFICEHOLDERS**

The Company may exempt in advance and retroactively any officeholder thereof from all or any of his responsibilities by reason of damage following a breach of the duty of caution towards it to the maximum extent permitted by Law.

30. **INDEMNIFICATION OF OFFICEHOLDERS**

30.1. The Company may indemnify an officeholder thereof, in an amount that shall not exceed twenty-five percent (25%) of the Company's Shareholder Equity, as determined based on the financial statements of the Company last published prior to the date of actual payment of the indemnity (the "**Indemnity Cap**"). Without prejudice to the generality of the foregoing, the following provisions will apply:

30.2. The Company may indemnify an officeholder thereof in respect of any liability or expense that has been imposed upon him and which he committed in his capacity of officeholder, as set out below:

- 30.2.1. Financial liability that has been imposed upon him in favor of any other person by judgment, including a judgment made in a compromise or arbitrator's award that has been approved by a court.
- 30.2.2. Reasonable litigation expenses, including legal fees, expended by the officeholder on account of any investigation or proceedings which have been conducted against him by an authority competent to do so, and which has concluded without the laying of any information against him and without any financial liability having been imposed upon him as an alternative to a criminal proceeding or which is concluded without the laying of an information against him but with the imposition of financial liability as an alternative to a criminal proceeding in an offence which does not require proof of criminal intent or with respect to a monetary penalty.
- 30.2.3. Reasonable litigation expenses, including legal fees, expended by an officeholder or for which he has been made liable by any court in any proceeding that has been brought against him by or in the name of the Company or any other person or in any criminal proceedings from which he has been acquitted, or criminal charge of which he has been convicted for an offence that does not require proof of criminal intent.
- 30.2.4. A payment to any party injured by a violation, as detailed in Section 52(54)(a)(1)(a) of the Securities Law, as will be amended from time to time.
- 30.2.5. Expenses, including reasonable litigation expenses, including attorney fees, incurred by the officeholder with respect to any procedure conducted in his respect, under Chapters H3, H4, or I1, of the Securities Law, as will be amended from time to time, or under Article D of the Fourth Chapter, Ninth Part of the Companies Law, as will be amended from time to time.
- 30.2.6. Any liability or other expense by reason of which it is or will be permitted by Law to indemnify an officeholder.

30.3. Indemnification in advance

The Company may grant an undertaking in advance to indemnify an officeholder thereof by reason of any liability or expense mentioned in Article 30.2 above, provided the undertaking to indemnify in advance will be limited to the events which, in the opinion of the Board, may be expected in light of the Company's activity in practice at the time of the granting of the undertaking to indemnify, and for a sum or at a standard that the Board has determined to be reasonable in the circumstances and subject to the indemnity amount not exceeding the Indemnity Cap set forth in Section 30.1 above, there being specified in the undertaking to indemnify the events which, in the Board's opinion, may be expected in light of the Company's activity in practice at the time of granting the undertaking and sum or standard that the Board has determined to be reasonable in the circumstances. The Company may further grant an undertaking in advance to indemnify an officeholder thereof by reason of liabilities or expenses detailed in Articles 30.2.2, 30.2.3, 30.2.4, 30.2.5 and 30.2.6 above.

30.4. Retroactive indemnification

The Company may indemnify an officeholder thereof retroactively, provided that the indemnity amount shall not exceed the Indemnity Cap set forth in Section 30.1 above.

**31. INSURANCE OF OFFICEHOLDERS**

31.1. The Company may, to the maximum extent permitted by the Companies Law, insure officeholders thereof to the maximum extent permitted by Law. Without derogating from the generality of the foregoing, the Company may enter into a contract to insure the liability of an officeholder of the Company by reason of any liability that will be imposed upon him by reason of any act which he has committed in his capacity of officeholder, on account of any of the following:

- 31.1.1. Breach of the duty of care towards the Company or any other person;
- 31.1.2. The breach of any fiduciary duty he has towards the Company, provided the officeholder acted in good faith and had reasonable grounds to assume that the act would not harm the interests of the Company;
- 31.1.3. Financial liability that will be imposed upon him in favor of any other person;
- 31.1.4. A payment to any party injured by a violation, as detailed in Section 52(54)(a)(1)(a) of the Securities Law, as will be amended from time to time;
- 31.1.5. Expenses, including reasonable litigation expenses, including attorney fees, incurred by the officeholder with respect to any procedure conducted in his respect, under Chapters H3, H4, or I1, of the Securities Law, as will be amended from time to time, or under Article D of the Fourth Chapter, Ninth Part of the Companies Law, as will be amended from time to time;
- 31.1.6. Any other event by reason of which it is or will be permitted by Law to insure the liability of an officeholder.

**32. EXEMPTION, INDEMNIFICATION AND INSURANCE - GENERALLY**

32.1. The provisions of the above Articles regarding exemption, indemnity and insurance, are not intended nor will they be construed as limiting the Company in any manner whatsoever with respect to entering into a contract regarding exemption, insurance and/or indemnity in relation to the persons set out below:

- 32.1.1. Persons who are not officeholders of the Company, including employees, consultants or contractors of the Company not being officeholders thereof.
- 32.1.2. Officeholders in other companies. The Company may enter into a contract to exempt, indemnify and insure officeholders of companies that are in its control, or of affiliated or other companies in which it has an interest, subject to the Indemnity Cap set forth in Section 30.1 above, and the above provisions regarding exemption, indemnity and insurance of officeholders in the Company will, *mutatis mutandis*, apply in this respect.

32.2. It is to be clarified that in this Chapter, such an undertaking relating to exemption, indemnity and insurance for an officeholder may be in effect also after the officeholder has ceased to serve in the Company.

**CHAPTER EIGHT – AMALGAMATION, WINDING-UP AND  
RE-ORGANIZATION OF THE COMPANY**

**33. AMALGAMATION**

The majority required to approve an amalgamation by the general meeting or class meeting will be a Simple Majority.

**34. WINDING-UP**

- 34.1. If the Company is wound up, voluntarily or otherwise, the liquidator may, with the approval of the general meeting, distribute *in specie* among the Shareholders parts of the property of the Company and may, with like sanction, vest any part of the property of the Company with trustees in favor of the Shareholders, as the liquidator, with such approval, as it deems fit.
- 34.2. The Shares of the Company will have equal rights among them in relation to the capital amounts that have been paid or have been credited as paid-up on the nominal value of the Shares, in relation to the repayment of the capital and participation in a distribution of surplus assets of the Company on a winding up, subject to the special rights of the Shares if Shares with special rights have been issued.

**35. RE-ORGANIZATION**

- 35.1. On the sale of property of the Company, the directors or the liquidators on a winding up may, if authorized by resolution passed by the general meeting of the Company by Simple Majority, accept fully paid or partly paid up Shares, debenture or Securities of any other company, Israeli or foreign, whether then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors (if the profits of the Company permit), or the liquidators (on a winding up), may distribute such Shares, or Securities, or any other property of the Company without realization, or vest the same in trustees for the Shareholders.
- 35.2. The general meeting may, by resolution adopted by the general meeting of the Company by a Simple Majority, resolve on the valuation of any such Securities or property at such price and in such manner as the general meeting may decide, and all holders of Shares will be bound to accept any valuation or distribution so authorized, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound-up, to such statutory rights (if any) under the provisions of the Companies Law as are incapable of being varied or excluded.

**CHAPTER NINE – NOTICES**

**36. NOTICES**

- 36.1. Notices or any other document may be given by the Company to any Shareholder appearing in the Shareholder Register or sent to him by registered mail (airmail if sent to a place outside Israel) addressed to such Shareholder according to the address registered in the Shareholders Register, or according to such other address as the Shareholder will serve in writing to the Company's secretary or the General Manager of the Company at the principal office of the Company as being an address for services of notices or by publication of notices in two newspapers in Israel.
- 36.2. All notices that are required to be given to Shareholders will be given, in relation to Shares having joint owners, to such person whose name first appears in the Shareholders Register, and notice given in this manner will be sufficient notice to all the joint Shareholders.

- 36.3. Any notice or other document that has been given or sent to the Shareholder pursuant to these Articles will be deemed to have been duly given and sent with respect to the Shares that are held by him whether the Shares are held by him alone or by him jointly with others (notwithstanding the death or bankruptcy of such Shareholder or grant of a winding-up order, appointment of a trustee or liquidator or receiver over his Shares, at such time and regardless of whether the Company knew of his death or bankruptcy or otherwise, or not) until another person will be registered in his stead as holder thereof, and such delivery or dispatch will be deemed to be sufficient if made to any person having a right in the Shares.
- 36.4. Any notice or other document that has been sent by the Company by mail according to an address in Israel will be deemed to have been delivered within 48 hours of the date on which the letter containing the notice or the document has been posted, or within 96 hours in the case of an address abroad, and in proving delivery it will be sufficient to prove that the letter containing the notice or the document was properly addressed and posted.
- 36.5. The Company is not bound to deliver any notice regarding a general meeting to the Shareholders except to the extent that this is required by law. Notice of a general meeting will set out the place and time at which the meeting will be convened, the agenda thereof and a synopsis of the resolutions that are proposed and such other detail as is required by law.
- 36.6. The accidental omission to give notice regarding a general meeting or non-receipt of any notice by a Shareholder of any meeting or other notice will not cause the disqualification of a resolution adopted at such meeting or of any proceedings based on such notice.
- 36.7. Any Shareholder and any member of the Board may waive his right to receive a notice or to receive a notice at any particular time and may agree that a general meeting of the Company or meeting of the Board, as the case may be, will convene and be held notwithstanding the fact that he has not received any notice thereof or despite the notice not having been received in the time required.



**MEITAR | LAW OFFICES**

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Ramat Gan, March 27, 2025

Evogene Network Ltd.  
13 Gad Feinstein Street, Park Rehovot  
Rehovot 7638517, Israel

**RE: Registration on Form S-8**

Ladies and Gentlemen:

We have acted as Israeli counsel to Evogene Ltd., an Israeli company (the “**Company**”), in connection with its filing of a registration statement on Form S-8 on or about March 27, 2025 (the “**Registration Statement**”), under the Securities Act of 1933, as amended (the “**Securities Act**”), relating to the registration of 337,090 of the Company’s ordinary shares, par value NIS 0.2 per share (the “**Ordinary Shares**”), which may be issued under the Company’s Evogene Ltd. 2021 Share Incentive Plan (the “**Plan**”).

In our capacity as counsel to the Company, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Company’s (i) Amended and Restated Articles of Association (the “**Articles**”), (ii) the Plan, (iii) resolutions of the Company’s board of directors (the “**Board**”) and (iv) other statements of corporate officers and other representatives of the Company and other documents provided to us by the Company as we have deemed necessary or appropriate as a basis for this opinion.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity with the original documents of all documents submitted to us as copies, confirmed as photostatic copies and the authenticity of the originals of such latter documents.

We have also assumed the truth of all facts communicated to us by the Company and that all consents, minutes and protocols of meetings of the Board and shareholders, which have been provided to us, are true and accurate and prepared in accordance with the Articles and all applicable laws. In addition, we have assumed that the Company will receive the full consideration for the Ordinary Shares (which may consist, in part or in full, of services performed for the Company). We are admitted to practice law in the State of Israel and the opinion expressed herein is expressly limited to the laws of the State of Israel.

On the basis of the foregoing, we are of the opinion that the Ordinary Shares being registered pursuant to the Registration Statement, when issued and paid for in accordance with the Plan, pursuant to agreements with respect to the Plan and, as the case may be, pursuant to the terms of the awards that may be granted under the Plan, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this opinion and such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, the rules and regulations of the Securities and Exchange Commission promulgated thereunder or Item 509 of Regulation S-K promulgated under the Securities Act.

This opinion letter is rendered as of the date hereof and we disclaim any obligation to advise you of facts, circumstances, events or developments that may be brought to our attention after the effective date of the Registration Statement that may alter, affect or modify the opinions expressed herein.

Very truly yours,

/s/ Meitar | Law Offices  
Meitar | Law Offices

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2021 Share Incentive Plan of Evogene Ltd. our report dated March 27, 2025, with respect to the consolidated financial statements of Evogene Ltd. included in its Annual Report (Form 20-F) for the year ended December 31, 2024, filed with the Securities and Exchange Commission.

/S/ KOST FORER GABBAY & KASIERER

A member of EY Global

Tel Aviv, Israel

March 27, 2025

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## CALCULATION OF FEE TABLE

FORM S-8  
(Form Type)EVOGENE LTD.  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit <sup>(2)</sup>	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Ordinary Shares, par value NIS 0.2 per share	457(c) and 457(h)	337,090	\$1.4146	\$476,847.51	0.0001531	\$73.01
<b>Total Offering Amounts</b>					\$476,847.51		\$73.01
<b>Total Fee Offsets</b>							-
<b>Net Fee Due</b>							\$73.01

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “**Securities Act**”), this Registration Statement on Form S-8 shall also cover any additional Ordinary Shares, which become issuable under the 2021 Share Incentive Plan, as amended, of Evogene Ltd. (the “**Company**”), by reason of any share dividend, share split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of the outstanding Ordinary Shares of the Company.
- (2) Pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, solely for the purpose of computing the registration fee, based on the average of the high and low prices reported for an Ordinary Share on the Nasdaq Capital Market on March 24, 2025.