As filed with the U.S. Securities and Exchange Commission on September 30, 2025

Registration No. 333-282218

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

POST-EFFECTIVE AMENDMENT NO. 2
TO
FORM F-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EVOGENE LTD.

(Exact name of Registrant as specified in its charter)

Israel	**2870**	**N/A**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

13 Gad Feinstein Street, Park Rehovot
Rehovot 7638517, Israel
Telephone: +972-8-931-1900
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Puglisi & Associates
50 Library Avenue, Suite 204
Newark, Delaware 19711
(302)-738-6680
(Name, address, including zip code, and telephone number, including area code, of agent for service)
Copies of all communications, including communications sent to agent for service, should be sent to:

Mike Rimon, Adv.
Jonathan M. Nathan, Adv.
Elad Ziv, Adv.
Meitar | Law Offices
16 Abba Hillel Silver Rd.
Ramat Gan 52506, Israel
Tel: (+972) (3) 610-3100

Oded Har-Even, Esq.
Howard E. Berkenblit, Esq.
Sullivan & Worcester LLP
1251 Avenue of the Americas
New York, NY 10020
Tel: 212.660.3000

Approximate date of commencement of proposed sale to the public: **From time to time after this Registration Statement becomes effective.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Evogene Ltd. ("Evogene" or the "Registrant") filed with the Securities and Exchange Commission (the "SEC") a registration statement on Form F-1 (Registration No. 333-282218) (the "Registration Statement") on September 19, 2024, which was declared effective by the SEC on September 27, 2024, as amended by post effective amendment No. 1 filed with the SEC on March 28, 2025, which was declared effective by the SEC on April 2, 2025. The Registration Statement covers the resale from time to time by the Selling Shareholder identified in the prospectus that forms a part of the Registration Statement of up to 3,384,616 ordinary shares, par value NIS 0.2 per share, of Evogene ("ordinary shares") that are issuable upon exercise of 3,384,616 ordinary warrants (the "ordinary warrants") held by the Selling Shareholder.

This post-effective amendment No. 2 to the Registration Statement (the "Post-Effective Amendment") is being filed pursuant to Section 10(a)(3) of the Securities Act of 1933, as amended, to update the Registration Statement in order to include, in the Registration Statement, the Company's unaudited consolidated financial statements and the notes thereto as of, and for the six-month period ended June 30, 2025, and certain other updated information.

No additional securities are being registered under this Post-Effective Amendment. This Post-Effective Amendment only covers the sale of the ordinary shares underlying the ordinary warrants by the Selling Shareholder from time to time.

All registration fees payable in connection with the registration of the sale of the ordinary shares by the Selling Shareholder were previously paid in connection with the initial filing of the Registration Statement.

The information in this preliminary prospectus is not complete and may be changed. The selling shareholder identified herein may not sell these securities until the registration statement filed with the U.S. Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS

SUBJECT TO COMPLETION DATED SEPTEMBER 30, 2025

EVOGENE LTD.

3,384,616 Ordinary Shares
Offered by the Selling Shareholder

This prospectus relates to the resale, from time to time, by the selling shareholder named herein, or the Selling Shareholder, or its pledgees, donees, transferees, or other successors in interest, of up to 3,384,616 of our ordinary shares, par value 0.2 New Israeli Shekels, or NIS, per share, or ordinary shares, that are issuable upon exercise of 3,384,616 ordinary warrants, or the ordinary warrants, held by the Selling Shareholder.

The ordinary warrants held by the Selling Shareholder were sold to it by our company in a private placement that was completed on August 26, 2024 pursuant to that certain securities purchase agreement, dated as of August 23, 2024, or the Securities Purchase Agreement, by and between our company and the Selling Shareholder. Pursuant to that private placement, we sold to the Selling Shareholder an aggregate of 3,384,616 ordinary warrants, consisting of 1,692,308 Series A ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series A warrants, and 1,692,308 Series B ordinary warrants to purchase up to 1,692,308 ordinary shares, or the Series B warrants. The Series A warrants have an exercise price of $3.55 per share, were immediately exercisable upon issuance and will expire five years from issuance. The Series B warrants have an exercise price of $3.55 per share, were immediately exercisable upon issuance and will expire eighteen months from issuance. The private placement was effected pursuant to the exemptions provided in Section 4(a)(2) under the Securities Act of 1933, as amended, or the Securities Act, and Rule 506(b) of Regulation D promulgated thereunder.

The Selling Shareholder may sell the 3,384,616 ordinary shares underlying the ordinary warrants held by it in one or more offerings under this prospectus, for its own account. We will not receive any of the proceeds from the sale of ordinary shares by the Selling Shareholder. We will, however, receive up to an aggregate of approximately $12.02 million in cash from the exercise of the ordinary warrants, assuming the exercise in full of all of the ordinary warrants.

The Selling Shareholder may offer and sell any of the ordinary shares offered hereby from time to time at fixed prices, at market prices or at negotiated prices, and may engage a broker, dealer or underwriter to sell the securities. In connection with any sales of ordinary shares offered hereunder, the Selling Shareholder, any underwriters, agents, brokers or dealers participating in such sales may be deemed to be "underwriters" within the meaning of the Securities Act. For additional information on the possible methods of sale that may be used by the Selling Shareholder, you should refer to the section titled "*Plan of Distribution*" elsewhere in this prospectus. We do not know when or in what amounts the Selling Shareholder may offer the ordinary shares for sale. The Selling Shareholder may sell any, all or none of the shares offered by this prospectus.

As of the date of this prospectus, our ordinary shares are listed and trade on the Nasdaq Capital Market under the symbol "EVGN". The last reported sale price of our ordinary shares on September 24, 2025 was $1.165 per share.

Investing in our ordinary shares is highly speculative and involves a high degree of risk. See "Risk Factors" beginning on page 4 of this prospectus for a discussion of information that should be considered in connection with an investment in our ordinary shares, as well as the risks described under the heading "Item 3 Key Information - D. Risk Factors" in our Annual Report on Form 20-F for the year ended December 31, 2024, which we filed with the Securities and Exchange Commission on March 27, 2025, and in other documents incorporated by reference into this prospectus.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2025

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ABOUT THIS PROSPECTUS

As permitted under the rules of the U.S. Securities and Exchange Commission, or the SEC, this prospectus incorporates important information about us that is contained in documents that we have previously filed with the SEC but that are not included in or delivered with this prospectus. You may obtain copies of these documents, without charge, from the website maintained by the SEC at www.sec.gov, as well as other sources. You may also obtain copies of the incorporated documents, without charge, upon written or oral request to Evogene Ltd., 13 Gad Feinstein Street, Park Rehovot, Rehovot 7638517, Israel, Attention: VP Legal Affairs & Company Secretary. The telephone number of our registered office is +972-8-931-1900. See "Where You Can Find Additional Information."

You should rely only on information contained in and incorporated by reference into this prospectus. We have not, and the Selling Shareholder has not, authorized anyone to give any information or to make any representations other than those contained in this prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is not an offer to sell, and it is not soliciting an offer to buy, (1) any securities other than our ordinary shares or (2) our ordinary shares in any circumstances in which such an offer or solicitation is unlawful. The information contained in this prospectus may change after the date of this prospectus. Do not assume after the date of this prospectus that the information contained in this prospectus is still correct. Information contained on our website, www.evogene.com, does not constitute part of this prospectus.

As used herein, and unless the context suggests otherwise, the following terms have the following meanings:

- "Evogene," "we," "us," "our," "our company" and "the Company" refer to Evogene Ltd. and its consolidated subsidiaries, consisting of: Ag Plenus Ltd., or Ag Plenus; Biomica Ltd., or Biomica; Casterra Ag Ltd., or Casterra; Lavie Bio Ltd., or Lavie Bio; and their consolidated subsidiaries.
- "Articles" refers to our amended and restated articles of association, as currently in effect;
- "Companies Law" refers to the Israeli Companies Law, 5759-1999;
- "dollar" and "$" refer to U.S. dollars, the lawful currency of the United States;
- "Exchange Act" refers to the United States Securities Exchange Act of 1934, as amended;
- "Nasdaq" refers to the Nasdaq Capital Market;
- "NIS" refer to New Israeli Shekels, the lawful currency of the State of Israel;
- "ordinary shares" or "shares" refer to our ordinary shares, par value NIS 0.20 per share;
- "private placement" refers to the private placement in which we sold 1,692,308 Series A warrants and 1,692,308 Series B warrants to the Selling Shareholder, which was completed pursuant to the Securities Purchase Agreement on August 26, 2024;
- "registered direct offering" refers to the registered direct offering, to the Selling Shareholder, of 265,000 ordinary shares, together with pre-funded warrants to purchase up to 1,427,308 ordinary shares, which was completed pursuant to the Securities Purchase Agreement on August 26, 2024;
- "SEC" refers to the United States Securities and Exchange Commission;
- "Securities Act" refers to the United States Securities Act of 1933, as amended;
- "Securities Purchase Agreement" refers to the securities purchase agreement, dated as of August 23, 2024, by and between our company and the Selling Shareholder;
- "TASE" refer to the Tel Aviv Stock Exchange; and
- "2024 annual report" refer to our Annual Report on Form 20-F for the year ended December 31, 2024, which we filed with the SEC on March 27, 2025.

All historical quantities of ordinary shares and per share data presented herein give retroactive effect to our 1-for-10 reverse share split effected after market close on July 24, 2024. Our ordinary shares began trading on a post-split adjusted basis at the start of trading on Nasdaq on July 25, 2024, and at the start of trading on the TASE on July 28, 2024.

Certain figures included in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

All trademarks or trade names referred to or incorporated by reference in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend the use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

We obtained certain statistical data, market data and other industry data and forecasts used or incorporated by reference into this prospectus from publicly available information. While we believe that the statistical data, industry data, forecasts and market research are reliable, we have not independently verified the data, and we do not make any representation as to the accuracy of that information.

Unless otherwise indicated, we have translated NIS amounts into U.S. dollars at an exchange rate of NIS 3.372 to $1.00, the representative exchange rate reported by the Bank of Israel on June 30, 2025.

PROSPECTUS SUMMARY

This section summarizes certain of the information that is contained in this prospectus or the documents incorporated by reference herein, and this summary is qualified in its entirety by that more detailed information. This summary may not contain all of the information that may be important to you. We urge you to carefully read this entire prospectus and the documents incorporated by reference herein, including the 2024 annual report, which is incorporated by reference herein. As an investor or prospective investor, you should review carefully the more detailed information that appears later in this prospectus and the information incorporated by reference in this prospectus, including the sections entitled "Risk Factors" herein and in Item 3.D of the 2024 annual report.

Our Company

Evogene is a leading computational biology and chemistry company aiming to revolutionize the development of life-science based products by utilizing cutting edge technologies to increase probability of success while reducing development time and cost.

The main challenge in product development in the life science industry is finding the winning candidates out of a vast number of possible prospects that address a complex myriad of criteria to reach successful products. We believe that by utilizing an advanced computational biology and chemistry platform to identify the most promising candidates addressing multiple development challenges toward successful life-science products, we can increase the probability of success while reducing time and cost.

To achieve this mission, we have established three unique technological engines – MicroBoost AI, ChemPass AI and GeneRator AI – leveraging Big Data and Artificial Intelligence and incorporating deep multidisciplinary understanding in life sciences. Each technological engine is focused on the discovery and development of products based on one of the following core components: microbes (MicroBoost AI), small molecules (ChemPass AI), and genetic elements (GeneRator AI). Evogene uses its technological engines to develop products through subsidiaries and with strategic partners.

During 2025, we have been focusing on our *ChemPass AI* tech-engine for the AI-driven discovery and optimization of small molecules in the field of pharmaceuticals and agriculture. As part of our new strategy, we are building a dedicated business development team in pharma. In addition, we are optimizing our agricultural offering around *ChemPass AI* through the integration of our subsidiary's, AgPlenus, activity into Evogene, as part of which we have effected a 40% workforce reduction at AgPlenus and 30% workforce reduction at Evogene.

That streamlining process is part of our overall cost reduction plan, most of which was completed by the end of the second quarter of 2025, the initial impact of which was partially reflected in our 2025 first-half results, and the full effect of which is expected to be realized in the second half of 2025 and the first quarter of 2026.

The expected upcoming activities for our other subsidiaries are as follows:

- Lavie Bio: Following the divestiture of the majority of its activities and assets in July 2025, our subsidiary, Lavie Bio, is now focused on maintaining a collaboration with its existing partner. Dividends are expected to be distributed by Lavie Bio to Evogene, its majority shareholder. No new initiatives are planned for Lavie Bio currently.

- Biomica: Our subsidiary, Biomica, is advancing towards completion of its clinical trial for BMC128 and exploring potential partners to take the lead on its current development programs. No new initiatives are planned for Biomica currently.

- Casterra – Our subsidiary, Casterra, has shown strong potential for generating revenue and has been expanding into new markets. We intend to support its continued development.

For additional information about our business, you should refer to our reports under the Exchange Act, referenced under the heading "Information Incorporated by Reference." Before making an investment decision, you should read this entire prospectus, and our other filings with the SEC, including those filings incorporated herein and therein by reference, carefully, including the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements".

Corporate Information

Our registered office and principal place of business is located at 13 Gad Feinstein Street, Park Rehovot, Rehovot 7638517, Israel, and our telephone number in Israel is +972 (8) 931-1900. Our website address is http://www.evogene.com. We have included our website address in this prospectus solely as an inactive textual reference. Our registered agent in the United States is Puglisi & Associates, whose address is 50 Library Avenue, Suite 204, Newark, Delaware 19711, United States.

THE OFFERING

Ordinary shares outstanding as of the date of this prospectus	8,716,410 ordinary shares (as of September 1, 2025).
Ordinary shares offered by the Selling Shareholder	3,384,616 ordinary shares, constituting the ordinary shares underlying the Series A warrants and the Series B warrants, or, together, the ordinary warrants, issued by us to the Selling Shareholder in the August 26, 2024 private placement. Each ordinary warrant has an exercise price per share of $3.55 and was exercisable immediately upon issuance. The Series A warrants will expire on the five-year anniversary of the date of issuance (i.e., on August 26, 2029), while the Series B warrants will expire on the 18-month anniversary of the date of issuance (i.e., on February 26, 2026).
Ordinary shares to be outstanding after this offering (1)	12,101,026 ordinary shares, assuming the exercise in full of all 3,384,616 of the ordinary warrants for cash and without adjustment.
Use of proceeds	The Selling Shareholder will receive all of the proceeds from the sale of any ordinary shares sold by it pursuant to this prospectus. We will not receive any proceeds from the sale of the ordinary shares by the Selling Shareholder (although we may receive proceeds from any exercise of the ordinary warrants, to the extent such warrants are exercised by the Selling Shareholder). See "Use of Proceeds" in this prospectus.
Listing	Our ordinary shares are listed for trading on the Nasdaq Capital Market and on the TASE, in each case under the symbol "EVGN".
Risk Factors	**Investing in our securities is highly speculative and involves substantial risk.** You should carefully consider all the information in this prospectus prior to investing in our securities. In particular, we urge you to consider carefully the factors set forth in the section of this prospectus entitled "Risk Factors" beginning on page 4, including the risks described under the heading "Item 3 Key Information - D. Risk Factors" in our 2024 annual report, which we filed with the SEC on March 27, 2024.

(1) The number of ordinary shares outstanding immediately after this offering is based on 8,716,410 ordinary shares outstanding as of September 1, 2025. That number of outstanding ordinary shares excludes, as of such date:

- 729,823 ordinary shares issuable upon the exercise of outstanding options at a weighted average exercise price of $11.32 per share;
- 8,730 ordinary shares issuable upon the settlement of outstanding restricted shares units, or RSUs, having no exercise price; and
- 134,230 ordinary shares reserved for future issuance under our equity incentive plans.

RISK FACTORS

An investment in our securities involves a high degree of risk. Before making an investment in our securities, you should carefully consider all of the information included or incorporated by reference into this prospectus, including the risks described under the heading "Item 3. Key Information- D. Risk Factors" in our 2024 annual report, which we filed with the SEC on March 27, 2025, as updated by other reports and documents we have filed with, or furnished to, the SEC prior to the date of this prospectus and that are incorporated by reference herein. Please see the sections of this prospectus entitled "Where You Can Find Additional Information" and "Information Incorporated by Reference". If one or more of those risks is actualized, that could adversely impact our business, financial condition or results of operations.

Risks Relating to the Operations of Our Subsidiaries

Our decision to limit new initiatives at certain subsidiaries may restrict future growth opportunities and expose us to operational and financial risks.

Following the sale of the majority of the assets of Lavie Bio, Lavie Bio is now focused solely on maintaining its existing collaboration with its current partner, and no new initiatives are planned. As a result, we will no longer be actively pursuing opportunities in the agricultural biologicals field, which could limit our ability to benefit from potential future growth in that sector. In addition, we have significantly reduced the workforce of Biomica, which is currently advancing the clinical trial of its lead program, BMC128, while we seek a potential partner to take the lead on Biomica's development programs. No new initiatives are planned at Biomica. If we are unable to secure a suitable partner for Biomica, we may be required to further scale back operations, incur additional costs, or ultimately discontinue this subsidiary's activities. If these risks materialize, our business, results of operations, and financial condition could be materially and adversely affected.

Risks Relating to this Offering and to an Investment in our Ordinary Shares

We have issued an aggregate of 1,692,308 ordinary shares (including 1,427,308 ordinary shares issued upon the exercise of pre-funded warrants), and may issue up to an additional 3,384,616 ordinary shares underlying ordinary warrants that we sold in private and public financings that we completed during August 2024. Shareholders may experience significant dilution as a result of those financings and potential future financings that we may effect.

We have already sold large quantities of our ordinary shares and ordinary share equivalent securities pursuant to previous public and private offerings of our equity and equity-linked securities during August 2024, when we issued and sold 1,427,308 pre-funded warrants and 3,384,616 ordinary warrants, each of which was exercisable for ordinary shares on a one-for-one basis at any time. Of the ordinary shares underlying those warrants, an aggregate of 1,427,308 (constituting the ordinary shares underlying all pre-funded warrants) have already been issued as a result of warrant exercises. We currently have an effective shelf registration statement on Form F-3 (333-277565), for the sale of up to $200,000,000 of our ordinary shares, warrants, rights and/or units, of which approximately $10.0 million has been sold (and under which future sales will be subject to the "baby shelf" limitations for so long as our public float remains below $75 million).

Purchasers of ordinary shares in this offering, as well as our existing shareholders, will experience significant dilution if we sell additional shares at prices significantly below the price at which they invested. In addition, we may issue additional ordinary shares or other equity securities exercisable for ordinary shares in connection with, among other things, future acquisitions of additional companies or assets, or under our equity incentive plans, in certain cases without shareholder approval. Our existing shareholders may experience significant dilution if we issue shares in the future at prices below the price at which previous shareholders invested.

Our issuance of additional ordinary shares or other ordinary share equivalents would have the following effects:

- our existing shareholders' proportionate ownership interest in us will decrease;
- the relative voting strength of each previously outstanding ordinary share may be diminished; and
- the market price of our ordinary shares may decline.

Investors may experience significant dilution as a result of this offering and future offerings.

The exercise of the Series A warrants and Series B warrants and the issuance of up to 3,384,616 ordinary shares underlying those warrants could cause our existing shareholders to experience dilution.

The Selling Shareholder identified herein may sell from time to time up to 3,384,616 ordinary shares, constituting the shares underlying the Series A warrants and Series B warrants, which constitute approximately 38.83% of our issued and outstanding ordinary shares as of the date of this prospectus. Such sales could cause the market price of our ordinary shares to decline.

Purchasers of the ordinary shares, as well as our existing shareholders, will experience significant dilution if the Selling Shareholder identified herein sells shares at prices significantly below the price at which it invested. In addition, we may also offer additional ordinary shares in the future, which may result in additional significant dilution.

Future issuances or sales, or the potential for future issuances or sales, of our ordinary shares may cause the trading price of our ordinary shares to decline and could impair our ability to raise capital through subsequent equity offerings.

We have issued a significant number of ordinary shares and we may do so in the future. Shares to be issued in future equity offerings could cause the market price of our ordinary shares to decline and could have an adverse effect on our earnings per share if and when we become profitable. In addition, future sales of our ordinary shares or other securities in the public markets, or the perception that these sales may occur, could cause the market price of our ordinary shares to decline, and could materially impair our ability to raise capital through the sale of additional securities.

The market price of our ordinary shares could decline due to sales, or the announcements of proposed sales, of a large number of ordinary shares in the market, including sales of ordinary shares by our large shareholders, or the perception that these sales could occur. These sales or the perception that these sales could occur could also depress the market price of our ordinary shares and impair our ability to raise capital through the sale of additional equity securities or make it more difficult or impossible for us to sell equity securities in the future at a time and price that we deem appropriate. We cannot predict the effect that future sales of ordinary shares or other equity-related securities would have on the market price of our ordinary shares.

Our Articles authorize our Board of Directors to, among other things, issue additional ordinary shares or securities convertible or exchangeable into ordinary shares, without shareholder approval. We may issue such additional ordinary shares or convertible securities to raise additional capital. The issuance of any additional ordinary shares or convertible securities could be substantially dilutive to our shareholders. Moreover, to the extent that we issue restricted share units, stock appreciation rights, options or warrants to purchase our ordinary shares in the future and those stock appreciation rights, options or warrants are exercised, or as the restricted share units settle, our shareholders may experience further dilution. Holders of our ordinary shares have no preemptive rights that entitle such holders to purchase their pro rata share of any offering of shares or equivalent securities and, therefore, such sales or offerings could result in increased dilution to our shareholders.

An active trading market for our ordinary shares may not be sustained.

Although our ordinary shares are listed on The Nasdaq Capital Market and TASE, the market for our ordinary shares has demonstrated varying levels of trading activity. Furthermore, the current level of trading may not be sustained in the future. The lack of an active market for our ordinary shares may impair investors' ability to sell their shares at the time they wish to sell them or at a price that they consider reasonable, may reduce the fair market value of their shares and may impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to utilize our shares as consideration in any licensing or other collaboration transactions with third parties.

Our share price may be subject to substantial volatility, and shareholders may lose all or a substantial part of their investment.

Our ordinary shares currently trade on The Nasdaq Capital Market and TASE. There is limited public float, and trading volume historically has been low and sporadic. As a result, the market price for our ordinary shares may not necessarily be a reliable indicator of our fair market value. The price at which our ordinary shares trades may fluctuate as a result of a number of factors, including the number of shares available for sale in the market, quarterly variations in our operating results, actual or anticipated announcements of new releases by us or competitors, the gain or loss of sources of revenues, changes in the estimates of our operating performance, market conditions in our industry and the economy as a whole.

Because we do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never paid or declared any cash dividends on our ordinary shares. We currently intend to retain earnings, if any, to finance the growth and development of our business and we do not anticipate paying any cash dividends in the foreseeable future. As a result, only appreciation of the price of our ordinary shares will provide a return to our shareholders.

Resales of our ordinary shares in the public market during this offering by our shareholders may cause the market price of our ordinary shares to fall.

Sales of a substantial number of our ordinary shares could occur at any time. The issuance of new ordinary shares could result in resales of our ordinary shares by our current shareholders concerned about the potential ownership dilution of their holdings. In turn, these resales could have the effect of depressing the market price for our ordinary shares.

Nasdaq may delist our ordinary shares from its exchange which could limit your ability to make transactions in our securities and subject us to additional trading restrictions.

We are required to meet the continued listing requirements of Nasdaq, including those regarding minimum share price. In particular, we are required to maintain a minimum bid price for our listed ordinary shares of $1.00 per share.

On September 18, 2023, we received a written notification from Nasdaq, which stated that because the closing bid price of our ordinary shares for 30 consecutive business days was below the minimum $1.00 per share bid price requirement for continued listing on the Nasdaq Capital Market, we were not in compliance with Nasdaq Listing Rule 5550(a)(2). Pursuant to Nasdaq Listing Rule 5810(c)(3)(A), we had a grace period of 180 days to regain compliance until March 18, 2024. On March 20, 2024, we announced that we received a letter from the Nasdaq Stock Market LLC pursuant to which Nasdaq granted us an extension until September 16, 2024, to regain compliance with the minimum bid price requirement.

On July 24, 2024, we effectuated a 1-for-10 reverse share split in order to regain compliance with Nasdaq Listing Rule 5550(a)(2), or the Reverse Split. As a result, we were informed by Nasdaq on August 8, 2024 that we had regained compliance.

On January 17, 2025, the SEC approved an amendment to Nasdaq Listing Rule 5810(c)(3)(A)(iv), according to which, if a company fails to meet the minimum bid price requirement and the company has effected a reverse share split over the prior one-year period, the company would not be eligible for any compliance period and the Listing Qualifications Department will issue a Delisting Determination under Rule 5810 with respect to that company's securities. This change will apply to a company even if the company was in compliance with the bid price requirement at the time of its prior reverse share split. In addition, if a company's security fails to meet the bid price requirement and the company has effected one or more reverse stock splits over the prior two-year period with a cumulative ratio of 250 shares or more to one, referred to as the Maximum Cumulative Ratio, then the company is not eligible for any compliance periods and Nasdaq must issue a Delisting Determination with respect to that security.

While one year has already passed since our Reverse Split, we will still be limited in effecting any additional reverse share splits prior to the passage of two years since the Reverse Split (i.e., until July 24, 2026) to the extent the cumulative effect of the Reverse Split and any such future reverse splits would exceed the Maximum Cumulative Ratio. Consequently, if our ordinary shares trade below $1.00 per share for 30 consecutive business days and we would need to effect a reverse share split to raise our share price above $1.00, and such a reverse share split would cause us to exceed the Maximum Cumulative Ratio, we could be ineligible for any compliance period and the Listing Qualifications Department would issue a Delisting Determination for our ordinary shares.

In the event that our ordinary shares are delisted from Nasdaq due to our failure to continue to comply with the requirements for continued listing on Nasdaq, and are not eligible for listing on another national securities exchange, and trading in our ordinary shares and warrants could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it could become more difficult to dispose of, or obtain accurate price quotations for, our ordinary shares and warrants, and it would likely be more difficult to obtain coverage by securities analysts and the news media, which could cause the price of our ordinary shares to decline further. Also, it may be difficult for us to raise additional capital if we are not listed on a national exchange, and we could suffer reputational damage and diminished investor, supplier, and employee confidence.

Finally, if the volatility in the broader capital markets increases, that could have an adverse effect on the market price of our ordinary shares, regardless of our operating performance.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Matters discussed in this prospectus may constitute forward-looking statements. The Private Securities Litigation Reform Act of 1995 provides safe harbor protections for forward-looking statements in order to encourage companies to provide prospective information about their business. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements, which are other than statements of historical facts.

We desire to take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and are including this cautionary statement in connection with this safe harbor legislation. This prospectus and any other written or oral statements made by us or on our behalf may include forward-looking statements, which reflect our current views with respect to future events and financial performance. When used in this report, the words “anticipate,” “believe,” “expect,” “intend,” “estimate,” “forecast,” “project,” “plan,” “potential,” “may,” “should,” and similar expressions identify forward-looking statements.

The forward-looking statements in this prospectus are based upon various assumptions, many of which are based, in turn, upon further assumptions, including without limitation, management’s examination of historical operating trends, data contained in our records and other data available from third parties. Although we believe that these assumptions were reasonable when made, because these assumptions are inherently subject to significant uncertainties and contingencies that are difficult or impossible to predict and are beyond our control, we cannot assure you that we will achieve or accomplish these expectations, beliefs or projections.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, that performance or those results will be achieved. Forward-looking statements are based on information available at the time they are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from what is expressed in or suggested by the forward-looking statements. The forward-looking statements in this prospectus should be read together with the risks described in reports or other documents we file with or furnish to the SEC, including the 2024 annual report and “Risk Factors” above.

Forward-looking statements speak only as of the date they are made. You should not put undue reliance on any forward-looking statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the ordinary shares by the Selling Shareholder. We will, however, receive up to an aggregate of approximately $12.02 million in cash from the exercise of the ordinary warrants, assuming the exercise in full of all the warrants, which we intend to use for research and development, working capital, investments in our subsidiaries, sales and marketing activities and for general corporate purposes. We may also use a portion of the net of proceeds from the exercise of any warrants by the Selling Shareholder to acquire or invest in technologies, products and/or businesses that we believe are complementary to ours.

The Selling Shareholder will receive all of the net proceeds from the sale of any ordinary shares offered by it under this prospectus. See "Selling Shareholder". The Selling Shareholder will pay any underwriting discounts and commissions and expenses incurred by the Selling Shareholder for brokerage, accounting, tax, legal services or any other expenses incurred by the Selling Shareholder in disposing of these ordinary shares. We will bear all other costs, fees and expenses incurred in effecting the registration of the sale of the ordinary shares covered by this prospectus.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2025:

- on an actual basis; and
- on a pro-forma basis to give effect to the issuance of an additional 3,384,616 ordinary shares issuable upon exercise of the ordinary warrants that were issued in the private placement that was completed on August 26, 2024.

	As of June 30, 2025	
	Actual	**Pro forma**
	(unaudited)	
	(U.S. Dollars, in thousands)	
Cash and cash equivalents	$ 8,329	$ 20,344
Short-term bank deposits	3,362	3,362
Total liabilities	$ 21,551	$ 20,382
Equity:		
ordinary shares, par value NIS 0.20 per share:		
ordinary shares authorized (actual): 15,000,000		
ordinary shares issued and outstanding (actual): 8,714,230		
ordinary shares outstanding (pro forma): 12,098,846	$ 488	$ 689
Share premium and other capital reserve	277,083	290,066
Accumulated deficit	(281,121)	(283,504)
Equity attributable to equity holders of the Company	(3,550)	7,251
Non-controlling interests	15,925	15,925
Total equity	$ 12,375	$ 23,176
Total capitalization and indebtedness	$ 33,926	$ 43,558

The above calculation is based on 8,714,230 ordinary shares outstanding as of June 30, 2025 and excludes, as of that date:

- 735,602 ordinary shares issuable upon the exercise of outstanding options, at a weighted average exercise price of $12.33 per ordinary share;
- 12,680 ordinary shares issuable upon the vesting and settlement of outstanding RSUs; and
- 126,666 ordinary shares reserved for future issuance under our incentive plans.

SELLING SHAREHOLDER

This prospectus relates to the sale of up to 3,384,616 ordinary shares that the Selling Shareholder may sell in one or more offerings upon exercise of some or all of the Series A warrants and Series B warrants that the Selling Shareholder purchased from us in a private placement under the terms of the Securities Purchase Agreement. Prior to the date of this prospectus, the Selling Shareholder has not sold any of those ordinary shares under the registration statement of which this prospectus forms a part. The table below sets forth information about the maximum number of ordinary shares that may be offered from time to time by the Selling Shareholder under this prospectus. The Selling Shareholder identified below may currently hold or acquire ordinary shares in addition to those registered hereby. In addition, the Selling Shareholder identified below may sell, transfer, assign or otherwise dispose of some or all of its ordinary shares registered hereunder in private placement transactions exempt from or not subject to the registration requirements of the Securities Act.

To our knowledge, the Selling Shareholder does not have, and has not had within the past three years, any position, office or other material relationship with us or any of our predecessors or affiliates, other than its ownership of our ordinary shares, ordinary warrants and pre-funded warrants. In addition, to our knowledge, the Selling Shareholder is not an affiliate of a broker-dealer and there are no participating broker-dealers. To the extent a selling shareholder would be an affiliate of a broker-dealer, or if there would be any participating broker-dealer, such selling shareholder and/or participating broker-dealer would be deemed to be an “underwriter” within the meaning of the Securities Act, and any commissions or discounts given to any such selling shareholder or broker-dealer could be regarded as underwriting commissions or discounts under the Securities Act.

Prior to the closing of any of the sales of securities to the Selling Shareholder under the Securities Purchase Agreement, the Company had 5,100,438 ordinary shares issued and outstanding. On August 26, 2024, we closed the transactions contemplated by the Securities Purchase Agreement between us and the Selling Shareholder, which consisted of two separate, concurrent transactions- (i) a registered direct offering and (ii) a private placement.

Pursuant to the registered direct offering, we issued and sold to the Selling Shareholder 265,000 ordinary shares, together with 1,427,308 pre-funded warrants to purchase 1,427,308 ordinary shares. That registered direct offering was registered under a separate prospectus supplement constituting a part of the prospectus in our registration statement on Form F-3, SEC file number 333-277565, and is not covered by this prospectus.

In a concurrent private placement effected pursuant to the Securities Purchase Agreement, we issued and sold 3,384,616 ordinary warrants to the Selling Shareholder, consisting of 1,692,308 Series A warrants and 1,692,308 Series B warrants, each of which is exercisable for one ordinary share.

In the aggregate, the registered direct offering and private placement transactions contemplated by the Securities Purchase Agreement resulted in our issuance of 5,076,924 ordinary shares and/or ordinary share equivalents, which constituted approximately 99.5% of the issued and outstanding shares of the Company prior to the transactions.

We have prepared the following table based on information supplied to us by the Selling Shareholder on or prior to September 1, 2025.

Selling Shareholder	Total Number of Ordinary Shares Owned Prior to the Date of This Prospectus (1)	Total Number of Ordinary Shares Underlying the Ordinary Warrants Owned as of the Date of This Prospectus	Percentage of Outstanding Ordinary Shares Owned as of the Date of This Prospectus (2)	Maximum Number of Ordinary Shares Which May Be Sold in This Offering (3)	Percentage of Outstanding Ordinary Shares Which May Be Sold in This Offering(4)	Number of Ordinary Shares Owned Following This Offering (5)	Percentage of Outstanding Ordinary Shares Owned Following This Offering(2)
Armistice Capital, LLC **(6)**	-	3,384,616	28.0%	3,384,616	28.0%	-	0%

(1) Does not include the 3,384,616 ordinary shares underlying the 3,384,616 ordinary warrants issued to the Selling Shareholder in the August 2024 private placement (the shares underlying those ordinary warrants are instead reflected in the next column - "Total Number of Ordinary Shares Underlying the Ordinary Warrants Owned as of the Date of This Prospectus").

(2) Percentage ownership is based on 8,716,410 outstanding ordinary shares as of September 1, 2025, while also including as outstanding for purposes of calculating such percentage, an additional 3,384,616 ordinary shares underlying ordinary warrants held by the Selling Shareholder, which are also currently exercisable. In actuality, under the terms of the ordinary warrants, the Selling Shareholder may not hold more than 4.99% of the total issued and outstanding ordinary shares of the Company at any given time.

(3) Consists of the 3,384,616 ordinary shares underlying ordinary warrants held by the Selling Shareholder (all of which were issued in the private placement to the Selling Shareholder in August 2024).

(4) The percentage of outstanding ordinary shares which may be sold in this offering considers, as outstanding ordinary shares, the 3,384,616 ordinary shares underlying the ordinary warrants, which ordinary shares may be sold in this offering.

(5) Assumes that the Selling Shareholder will sell all of the 3,384,616 ordinary shares underlying the ordinary warrants that may be sold pursuant to this prospectus. In actuality, under the terms of the ordinary warrants, the Selling Shareholder may not exercise those warrants to the extent it would cause the Selling Shareholder to hold more than 4.99% of the total issued and outstanding ordinary shares of the Company at that time.

(6) The ordinary shares of the Company appearing in this row (including ordinary shares issuable upon exercise of ordinary warrants) are directly held by Armistice Capital Master Fund Ltd., a Cayman Islands exempted company, or the "Master Fund", and may be deemed to be indirectly beneficially owned by: (i) Armistice Capital, LLC, or "Armistice Capital", as the investment manager of the Master Fund; and (ii) Steven Boyd, as the Managing Member of Armistice Capital. Each of Armistice Capital and Mr. Boyd disclaims beneficial ownership of the subject ordinary shares except to the extent of its or his (as applicable) respective pecuniary interests therein.

PLAN OF DISTRIBUTION

We have registered the sale of 3,384,616 ordinary shares (underlying all originally issued ordinary warrants) under the registration statement on Form F-1 of which this prospectus forms a part, on behalf of the Selling Shareholder. The Selling Shareholder, which, as used herein includes donees, pledgees, transferees, or other successors-in-interest selling those ordinary shares or interests in those ordinary shares received after the date of this prospectus from the Selling Shareholder as a gift, pledge, partnership distribution, or other non-sale related transfer, may, from time to time, sell, transfer, or otherwise dispose of any or all of the subject ordinary shares on any stock exchange, market or trading facility on which the ordinary shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The Selling Shareholder may, from time to time, pledge or grant a security interest in some or all of the subject ordinary shares owned by such shareholder and, if it defaults in the performance of its secured obligations, the pledgees or secured parties may offer and sell the subject ordinary shares, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of the Selling Shareholder(s) to include the pledgee, transferee, or other successors in interest as a Selling Shareholder under this prospectus. The Selling Shareholder may use any one or more of the following methods when disposing of its shares pursuant to this prospectus:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the effective date of the registration statement of which this prospectus forms a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the Selling Shareholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

In connection with the sale of ordinary shares or interests therein, the Selling Shareholder may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the ordinary shares in the course of hedging the positions they assume. The Selling Shareholder may also sell ordinary shares short and deliver these securities to close out its short positions, or loan or pledge the ordinary shares to broker-dealers that in turn may sell these securities. The Selling Shareholder may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as amended to reflect such transaction).

If the ordinary shares are sold through broker dealers, the Selling Shareholder will be responsible for discounts or commissions or agent's commissions. The aggregate proceeds to the Selling Shareholder from the sale of the ordinary shares offered by it will be the purchase price of the ordinary shares less discounts or commissions, if any. The Selling Shareholder reserves the right to accept and, together with its agents from time to time, to reject, in whole or in part, any proposed purchase of ordinary shares to be made directly or through agents. We will not receive any of the proceeds from this offering (although we will receive proceeds from the exercise of the ordinary warrants under which the ordinary shares being sold in this offering will be issued).

The Selling Shareholder also may resell all or a portion of the ordinary shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that it meets the criteria and conforms to the requirements of that rule.

The Selling Shareholder and any underwriters, broker-dealers, or agents that participate in the sale of our ordinary shares or interests therein may be deemed to be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions, or profit they earn on any resale of the shares may be deemed to be underwriting discounts and commissions under the Securities Act. If the Selling Shareholder is deemed an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act, it will be subject to the prospectus delivery requirements of the Securities Act. We will make copies of this prospectus (as it may be amended from time to time) available to the Selling Shareholder for the purpose of satisfying the prospectus delivery requirements of the Securities Act.

To the extent required, the ordinary shares to be sold, the respective purchase prices and public offering prices, the names of any agents, dealers, or underwriters, and any applicable commissions or discounts with respect to a particular offer will be set forth, if appropriate, in a post-effective amendment to the registration statement that includes this prospectus or, to the extent permissible, in a supplement to this prospectus.

In order to comply with the securities laws of some states, if applicable, the ordinary shares to be sold under this prospectus may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the ordinary shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

The Selling Shareholder and any other person participating in a distribution of the ordinary shares covered by this prospectus will be subject to the applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of any of the ordinary shares by the Selling Shareholder and any other such person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the ordinary shares under this prospectus to engage in market-making activities with respect to the ordinary shares.

DESCRIPTION OF SHARE CAPITAL

You should carefully review the description of our share capital under the heading "Item 10. Additional Information- B. Memorandum and Articles of Association" in, and in Exhibit 2.1 to, our 2024 annual report, which report is incorporated by reference herein. We have provided the following summary of our share capital, which reflects that information included in the 2024 annual report:

Registration Number and Purposes of the Company

Our registration number with the Israeli Registrar of Companies is 51-283872-3. Our purpose as set forth in our articles, is to engage in any lawful business.

Authorized Share Capital

Following our 2025 annual general meeting of shareholders held on August 18, 2025, our authorized share capital is now NIS 6,000,000, divided into 30,000,000 ordinary shares, NIS 0.2 par value per share.

Voting Rights

Holders of our ordinary shares have one vote for each ordinary share held on all matters submitted to a vote of shareholders at a shareholder meeting. Shareholders may vote at shareholder meetings either in person, by proxy or by written ballot. Israeli law does not allow public companies to adopt shareholder resolutions by means of written consent in lieu of a shareholder meeting. Shareholder voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future. Except as otherwise disclosed herein, an amendment to our articles to change the rights of our shareholders requires the prior approval of a simple majority of our shares represented and voting at a general meeting and, to the extent applicable, of the holders of a class of shares whose rights are being affected.

Share Ownership Restrictions

The ownership or voting of ordinary shares by non-residents of Israel is not restricted in any way by our articles of association, or the articles, or the laws of the State of Israel, except that citizens of countries that are in a state of war with Israel may not be recognized as owners of ordinary shares.

Transfer of Shares

Fully paid ordinary shares are issued in registered form and may be freely transferred under our articles unless the transfer is restricted or prohibited by another instrument, Israeli law or the rules of a stock exchange on which the shares are traded.

Election of Directors

Our ordinary shares do not have cumulative voting rights for the election of directors. Rather, under our articles, our directors, other than external directors (to the extent required to be elected), are elected at each annual general meeting of the shareholders, upon expiration of the term of office, by the holders of a simple majority of our ordinary shares present in person or by proxy at such meeting (excluding abstentions). As a result, the holders of our ordinary shares that represent more than 50% of the voting power represented at a shareholder meeting and voting thereon (excluding abstentions) have the power to elect any or all of our directors. Vacancies on our board of directors, resulting from a resignation or other termination of service by a then serving director, or an additional authorized seat on our board of directors, may be filled by a vote of a simple majority of the directors then in office.

Dividend and Liquidation Rights

Under Israeli law, we may declare and pay a dividend only if, upon the reasonable determination of our board of directors, the distribution will not prevent us from being able to meet the terms of our existing and contingent obligations as they become due. Under the Israeli Companies Law, 5759-1999, or the Companies Law, the distribution amount is further limited to the greater of retained earnings or earnings generated over the two most recent years according to our then last reviewed or audited financial statements, provided that the date of the financial statements is not more than six months prior to the date of distribution. In the event that we do not have retained earnings and earnings legally available for distribution, as defined in the Companies Law, we may seek the approval of the court in order to distribute a dividend. The court may approve our request if it is convinced that there is no reasonable concern that the payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due.

In the event of our liquidation, after satisfaction of liabilities to creditors, our assets will be distributed to the holders of ordinary shares on a pro-rata basis. Dividend and liquidation rights may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Shareholder Meetings

Under the Companies Law, we are required to convene an annual general meeting of our shareholders once every calendar year, not more than 15 months following the preceding annual general meeting. Our board of directors may convene a special general meeting of our shareholders and is required to do so at the request of two directors or one quarter of the members of our board of directors, or at the request of one or more holders of 10% or more of our share capital and 1% of our voting power, or the holder or holders of 10% or more of our voting power. All shareholder meetings require prior notice of at least 21 days and, in certain cases, 35 days. The chairperson of our board of directors or another one of our directors authorized by our board of directors presides over our general meetings. If either of such persons is not present within 15 minutes from the appointed time for the commencement of the meeting, the directors present at such meeting shall appoint one of our directors as the chairperson for such meeting, and if they fail to do so, then the shareholders present shall appoint one of our directors to act as chairperson, and if no director is present, then one of the shareholders present at such meeting shall act as chairperson. Subject to the provisions of the Companies Law and the regulations promulgated thereunder, only shareholders of record on a date decided upon by the board of directors, which may be between four and 60 days prior to the date of the meeting (depending on the type of meeting and whether written proxies are being used) are entitled to participate and vote at a general meeting of shareholders.

Quorum

Under our articles, the quorum required for a meeting of shareholders consists of at least two shareholders present in person, by proxy or by written ballot, who hold or represent between them at least 25% of our voting power. A meeting adjourned for lack of a quorum generally is adjourned to the same day in the following week at the same time and place (without requirement of additional notification to the shareholders), or to a later time, if indicated in the notice to the meeting or to such other time and place as determined by the board of directors in a notice to our shareholders. At the reconvened meeting, if a quorum is not present within half an hour from the appointed time for the commencement of the meeting, the meeting will take place so long as at least one shareholder is present (regardless of the voting power held or represented by any such shareholder(s)), unless the meeting was called pursuant to a request by our shareholders, in which case the quorum required is the number of shareholders required to call the meeting as described under "-Shareholder Meetings" above.

Resolutions

Under the Companies Law, unless otherwise provided in the articles or applicable law, all resolutions of the shareholders require a simple majority of the voting rights represented at the meeting, in person, by proxy or by written ballot, and voting on the resolution (excluding abstentions).

Access to Corporate Records

Under the Companies Law, all shareholders generally have the right to review minutes of our general meetings, our shareholder register, including with respect to material shareholders, our articles our financial statements and any document we are required by law to file publicly with the Israeli Companies Registrar or the Israeli Securities Authority. Any shareholder who specifies the purpose of its request may request to review any document in our possession that relates to any action or transaction with a related party which requires shareholder approval under the Companies Law. We may deny a request to review a document if we determine that the request was not made in good faith, that the document contains a trade secret or patent or that the document's disclosure may otherwise impair our interests.

Modification of Class Rights

The rights attached to any class of share (to the extent that we may have separate classes of shares in the future), such as voting, liquidation and dividend rights, may be amended by adoption of a resolution by the holders of a majority of our shares represented at the meeting and the holders of a majority of the shares of that class present at a separate class meeting, or otherwise in accordance with the rights attached to such class of shares, as set forth in our articles.

Acquisitions under Israeli Law

Full Tender Offer

A person wishing to acquire shares or a class of shares of an Israeli public company such as ours and who would, as a result, own more than 90% of the target company's issued and outstanding share capital or of a certain class of its shares, is required by the Companies Law to make a full tender offer (as defined in the Companies Law) to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company or class of shares. If either (i) the shareholders who do not accept the offer hold, in the aggregate, less than 5% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, or (ii) the shareholders who do not accept the offer hold less than 2% of the issued and outstanding share capital of the company or of the applicable class, then all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a shareholder that had its shares so transferred, whether or not it accepted the tender offer (unless otherwise provided in the offering memorandum for the tender offer), may, within six months from the date of acceptance of the tender offer, petition the court based on a claim that the tender offer was for less than fair value and that the fair value should be paid as determined by the court. If both of the foregoing conditions (i) and (ii) are not satisfied, the acquirer may not acquire shares of the company that will increase its holdings to more than 90% of the company's issued and outstanding share capital or of the applicable class from shareholders who accepted the full tender offer. Shares purchased not in accordance with those provisions shall become "dormant shares" and shall not grant the purchaser any rights so long as they are held by the purchaser.

Special Tender Offer

Under the Companies Law, an acquisition pursuant to which a purchaser shall hold (i) a "controlling stake", which is defined as 25% or more of the voting rights (assuming that no other shareholder holds a controlling stake), or (ii) more than 45% of the voting rights (assuming that no other shareholder owns more than 45% of the voting rights), of a public company such as ours may not be performed by way of market accumulation, but only by way of a special tender offer (as defined in the Companies Law) made to all of the company's shareholders on a pro rata basis. A special tender offer may not be consummated unless a majority of the shareholders who have submitted their response to the offer have approved it. In counting the total votes of responding shareholders, shares held by the controlling shareholders, shareholders who have a conflict of interest with respect to the offer (referred to under the Companies Law as a "personal interest"), shareholders who own 25% or more of the voting rights in the company, relatives or representatives of any of the above, and the bidder, and corporations under their respective control, shall not be taken into account. A shareholder may object to such a tender offer without such objection being deemed as a waiver of his, her or its right to sell shares to the bidder if the offer is approved by a majority of the company's shareholders despite the subject shareholder's objection. Shares purchased by the bidder in violation of the foregoing rules shall become "dormant shares" and shall not grant the bidder any rights so long as they are held by the bidder. If a special tender offer is accepted, then the purchaser or any person or entity controlling it or under common control with the purchaser or such controlling person or entity may not make a subsequent tender offer for the purchase of shares of the target company and may not enter into a merger with the target company for a period of one year from the date of the initial tender offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Under regulations enacted pursuant to the Companies Law, the above special tender offer requirements do not apply to companies whose shares are listed for trading on a foreign stock exchange if, among other things, the relevant foreign laws or the rules of the stock exchange include provisions limiting the percentage of control which may be acquired or requiring that the acquisition of such percentage of control requires making a tender offer to the public. However, we believe that the Israeli Securities Authority's current opinion is that such leniency does not apply with respect to companies such as ours whose shares are listed for trading on stock exchanges in the United States, including the Nasdaq.

Merger

The Companies Law requires that a merger transaction must be approved by (i) each party's board of directors, and, unless certain requirements described under the Companies Law are met, (ii) a majority of each party's shares (including, if relevant, a majority of each class of shares of each party) voted on the proposed merger at a shareholders meeting called with at least 35 days' prior notice.

For purposes of the shareholder vote, unless a court rules otherwise, the merger requires approval by a majority of the shares represented at the shareholders meeting that are held by parties other than the other party to the merger, or by any person who holds 25% or more of the outstanding shares or the right to appoint 25% or more of the directors of the other party. If the merger would have been approved if not for (a) the required separate approval of each class of shares of the merging party (if relevant), or (b) the exclusion of the votes of certain shareholders, as provided above, a court may still approve the merger upon the request of holders of at least 25% of the voting rights of the merging party, if the court holds that the merger is fair and reasonable, taking into account the value of the parties to the merger and the consideration offered to the shareholders.

Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of any of the parties to the merger, and may further give instructions to secure the rights of creditors.

In addition, a merger may not be completed unless at least 50 days have passed from the date that a proposal for approval of the merger was filed by each party with the Israeli Registrar of Companies and 30 days have passed from the date the merger was approved by the shareholders of each party.

Antitakeover Measures under Israeli Law

The Companies Law allows us to create and issue shares having rights different from those accompanying our ordinary shares, including shares providing certain preferred rights, distributions or other rights, including preemptive rights. As of the date of this prospectus, we do not have any authorized or issued shares other than our ordinary shares. In the future, if we do create and issue a class of shares other than ordinary shares, the holders of such class of shares, depending on the specific rights to which they may be entitled, may delay or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization of a new class of shares would require the amendment of our articles, which requires the prior approval of the holders of a majority of our shares present and voting at a general meeting. However, the TASE rules and regulations prohibit a listed company from having more than one class of shares listed, and the TASE's current position is that a listed company may not issue or list preferred shares. Therefore, assuming that the TASE's current position does not change, as long as our ordinary shares are listed on the TASE, we will be prohibited from issuing preferred shares.

EXPENSES

The following are the estimated expenses of the issuance and distribution of the ordinary shares being registered under the registration statement of which this prospectus forms a part, all of which have been, or will be, paid by us.

SEC registration fee(1)	$	1,431.27
Legal fees and expenses	$	41,000
Accounting fees and expenses	$	15,000
Miscellaneous	$	1,500
Total	**$**	**58,931.27**

(1) SEC registration fee was paid in connection with the initial filing of Registration Statement on Form F-1 (File No. 333-282218).

LEGAL MATTERS

Certain legal matters with respect to Israeli law and with respect to the validity of the offered securities under Israeli law were passed upon for us by Meitar | Law Offices, Ramat Gan, Israel. Certain legal matters concerning this prospectus were passed upon for us by Sullivan & Worcester LLP, New York, New York.

EXPERTS

The consolidated financial statements of Evogene Ltd. appearing in Evogene Ltd.'s Annual Report (Form 20-F) for the year ended December 31, 2024, have been audited by Kost Forer Gabbay & Kasierer, a member of EY Global, independent registered public accounting firm, as set forth in their report thereon, incorporated by reference therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We are subject to the reporting requirements of the Exchange Act that are applicable to a foreign private issuer. In accordance with the Exchange Act, we file reports, including annual reports on Form 20-F, with the SEC. We also furnish to the SEC under cover of Form 6-K material information required to be made public in Israel, filed with and made public by any stock exchange or distributed by us to our shareholders. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements to shareholders, and our officers, directors and principal shareholders are exempt from the "short-swing profits" reporting and liability provisions contained in Section 16 of the Exchange Act and related Exchange Act rules.

The registration statement on Form F-1 of which this prospectus forms a part, including the exhibits and schedules thereto, and reports and other information are filed by us with, or furnished to, the SEC. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers, such as us, that file electronically with the SEC (http://www.sec.gov). Our filings are also available on our website at http://www.evogene.com. The information on our website, however, is not, and should not be deemed to be, a part of this prospectus. Further, other than as described below, the information contained in or accessible from the SEC's website is not part of this prospectus.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" information that we file with, and furnish to, it. This means that we can disclose important information to you by referring you to those filed or furnished documents. The information incorporated by reference is considered to be a part of this prospectus. However, statements contained this prospectus or in documents that we file with or furnish to the SEC and that are incorporated by reference into this prospectus will automatically update and supersede information contained in this prospectus, including information in previously filed or furnished documents or reports that have been incorporated by reference into this prospectus, to the extent the new information differs from or is inconsistent with the old information.

We incorporate by reference in this prospectus the following documents filed with the SEC pursuant to the Exchange Act:

- our annual report on Form 20-F (SEC file number 001-36187**)** for the fiscal year ended December 31, 2024, filed with the SEC on March 27, 2025 (the "2024 Annual Report");

- the Company's reports of foreign private issuer on Form 6-K (including exhibits thereto, except as indicated below) furnished to the SEC on each of the following dates:

  - April 21, 2025 (excluding Exhibit 99.1)
  - May 21, 2025 (solely the GAAP financial statements tables contained in the press release serving as Exhibit 99.1),
  - June 5, 2025
  - June 17, 2025
  - July 8, 2025 (excluding Exhibit 99.1)
  - July 17, 2025
  - August 11, 2025
  - August 18, 2025
  - August 19, 2025 (solely the GAAP financial statements tables contained in the press release serving as Exhibit 99.1); and
  - September 30, 2025

- the description of our ordinary shares contained in Form 8-A, File No. 001-36187, filed with the SEC on December 29, 2016, as supplemented by Exhibit 2.1 to the 2024 Annual Report.

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus as well as the information we previously filed with or furnished to the SEC and incorporated by reference, is accurate as of the dates on the front cover of those documents only. Our business, financial condition and results of operations and prospects may have changed since those dates.

Information Provided by the Company

We will furnish without charge to you, on written or oral request, a copy of any or all of the documents incorporated by reference in this prospectus, including exhibits to those documents. You should direct any requests for documents to

Evogene Ltd.
13 Gad Feinstein Street, Park Rehovot
Rehovot, 7638517, Israel
Attn: VP Legal Affairs & Company Secretary
Telephone number: +972-8-931-1971.

Copies of these filings and submissions may also be accessed at our website, https://www.evogene.com/. Information contained in our website is not part of this prospectus.

ENFORCEABILITY OF CIVIL LIABILITIES

We are incorporated under the laws of the State of Israel. Service of process upon us and upon certain of our directors and officers and the Israeli experts named in this prospectus whom reside outside of the United States, may be difficult to obtain within the United States. Furthermore, because a significant portion of our assets and substantially all of our directors and officers are located outside of the United States, any judgment obtained in the United States against us or any of our directors and officers may be difficult to collect within the United States.

It may be difficult to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on a violation of U.S. securities laws based on the reasoning that Israel is not the most appropriate forum to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law.

Subject to specified time limitations and legal procedures, Israeli courts may enforce a United States judgment in a civil matter which, subject to certain exceptions, is non-appealable, including judgments based upon the civil liability provisions of the Securities Act and the Exchange Act and including a monetary or compensatory judgment in a non-civil matter, provided that:

- the judgments are obtained after due process before a court of competent jurisdiction, according to the laws of the state in which the judgment is given and the rules of private international law currently prevailing in Israel;
- the prevailing law of the foreign state in which the judgments were rendered allows the enforcement of judgments of Israeli courts (however, the Israeli courts may waive this requirement following a request by the attorney general);
- adequate service of process has been effected and the defendant has had a reasonable opportunity to be heard and to present his or her evidence;
- the judgments are not contrary to public policy, and the enforcement of the civil liabilities set forth in the judgments does not impair the security or sovereignty of the State of Israel;
- the judgments were not obtained by fraud and do not conflict with any other valid judgment in the same matter between the same parties;
- an action between the same parties in the same matter is not pending in any Israeli court at the time the lawsuit is instituted in the foreign court; and
- the obligations under the judgment are enforceable according to the laws of the State of Israel and according to the law of the foreign state in which the relief was granted.

We have irrevocably appointed Puglisi & Associates as our agent to receive service of process in any action against us in any United States federal or state court arising out of any offering, or any purchase or sale of securities in connection with any offering, under this prospectus.

If a foreign judgment is enforced by an Israeli court, it generally will be payable in Israeli currency, which can then be converted into non-Israeli currency and transferred out of Israel. Under existing Israeli law, a foreign judgment payable in foreign currency may be paid in Israeli currency at the rate of exchange in force on the date of the payment. Current Israeli exchange control regulations also permit a judgment debt or to make payment in foreign currency. Pending collection, the amount of the judgment of an Israeli court stated in Israeli currency ordinarily will be linked to the Israeli consumer price index, plus interest at the annual statutory rate set by Israeli regulations prevailing at the time. Judgment creditors must bear the risk of unfavorable exchange rates.

3,384,616 Ordinary Shares
Offered by the Selling Shareholder

PROSPECTUS

, 2025

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 6. Indemnification of Directors and Officers

Under the Companies Law, a company may not exculpate an office holder from liability for a breach of the duty of loyalty. An Israeli company may exculpate an office holder in advance from liability to the company, in whole or in part, for damages caused to the company as a result of a breach of duty of care but only if a provision authorizing such exculpation is included in its articles of association. Our articles of association include such a provision.

Under the Companies Law, a company may indemnify an office holder in respect of the following liabilities and expenses incurred for acts performed by him or her as an office holder, pursuant to an undertaking made either in advance of an event or following an event, provided its articles of association include a provision authorizing such indemnification (ours contain such a provision):

- a financial liability imposed on him or her in favor of another person pursuant to a judgment, including a settlement or arbitrator's award approved by a court. However, if an undertaking to indemnify an office holder with respect to such liability is provided in advance, then such an undertaking must be limited to events which, in the opinion of the board of directors, can be foreseen based on the company's activities when the undertaking to indemnify is given, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances, and such undertaking shall detail the above-mentioned foreseen events and amount or criteria;

- reasonable litigation expenses, including attorneys' fees, incurred by the office holder: (i) as a result of an investigation or proceeding instituted against him or her by an authority authorized to conduct such investigation or proceeding, provided that (A) no indictment was filed against such office holder as a result of such investigation or proceeding; and (B) no financial liability, such as a criminal penalty, was imposed upon him or her as a substitute for the criminal proceeding as a result of such investigation or proceeding, or, if such financial liability was imposed, it was imposed with respect to an offense that does not require proof of criminal intent; and (ii) in connection with a monetary sanction; and

- reasonable litigation expenses, including attorneys' fees, incurred by the office holder or imposed by a court in proceedings instituted against him or her by the company, on its behalf, or by a third party, or in connection with criminal proceedings in which the office holder was acquitted, or as a result of a conviction for an offense that does not require proof of criminal intent.

Under the Companies Law and the Israeli Securities Law 5728-1968, or the Israeli Securities Law, a company may insure an office holder against the following liabilities incurred for acts performed by him or her as an office holder if and to the extent provided in the company's articles of association:

- a breach of the duty of loyalty to the company, provided that the office holder acted in good faith and had a reasonable basis to believe that the act would not harm the company;

- a breach of duty of care to the company or to a third party, to the extent such a breach arises out of the negligent conduct of the office holder; and

- a financial liability imposed on the office holder in favor of a third party.

Under our articles of association, we may insure and indemnify an office holder against the aforementioned liabilities as well as the following liabilities:

- any breach of duty of care to us or to a third party;
- any other action which is permitted by law to insure an office holder against;
- any expenses incurred and/or paid by the office holder in connection with an administrative enforcement procedure under any applicable law, including the Efficiency of Enforcement Procedures in the Securities Authority Law (legislation amendments), 5771-2011, and the Israeli Securities Law, which we refer to as an Administrative Enforcement Procedure, and including reasonable litigation expenses and attorney fees; and
- any financial liability in favor of a victim of a felony pursuant to Section 52ND of the Israeli Securities Law.

Under the Companies Law, a company may not indemnify, exculpate or insure an office holder against any of the following:

- a breach of the duty of loyalty, except for indemnification and insurance for a breach of the duty of loyalty to the company to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not harm the company;
- a breach of duty of care committed intentionally or recklessly, excluding a breach arising solely out of the negligent conduct of the office holder;
- an act or omission committed with intent to derive illegal personal benefit; or
- a civil or administrative fine or forfeit levied against the office holder.

Our articles of association permit us to exculpate, indemnify and insure our office holders to the fullest extent permitted or to be permitted by the Companies Law and the Israeli Securities Law.

Under the Companies Law, exculpation, indemnification and insurance for office holders in a public company must be approved by the compensation committee and the board of directors, and, with respect to certain office holders or under certain circumstances, also by the shareholders. We have obtained the foregoing approvals with respect to our office holders, and have entered into agreements with each of our office holders exculpating them to the fullest extent permitted by law and by our articles of association, and undertaking to indemnify them to the fullest extent permitted by law and our articles of association. This indemnification is limited to events determined as foreseeable by the board of directors based on our activities, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances.

The maximum indemnification amount set forth in such agreements is limited to an amount equal to 25% of our shareholders' equity as reflected in our most recent consolidated financial statements prior to the date on which the indemnity payment is made. If the amount equal to 25% of our shareholders' equity is insufficient to cover all indemnity amounts payable with respect to all indemnifiable directors and executive officers, such amount will be allocated among our directors and executive officers pro rata, in accordance with their relative culpabilities, as finally determined by a court with respect to a particular claim. The maximum amount set forth in such agreements is in addition to any amount paid (if paid) under insurance and/or by a third party pursuant to an indemnification arrangement. In the opinion of the SEC, indemnification of directors and office holders for liabilities arising under the Securities Act, however, is against public policy and therefore unenforceable.

We have obtained directors' and officers' liability insurance for the benefit of our office holders and intend to continue to maintain such coverage and pay all premiums thereunder to the fullest extent permitted by the Companies Law.

Item 7. Recent Sales of Unregistered Securities.

Private Placement

In the private placement that we completed on August 26, 2024, we sold to Armistice Capital Master Fund Ltd. unregistered Series A warrants to purchase up to 1,692,308 ordinary shares and unregistered Series B warrants to purchase up to 1,692,308 ordinary shares. Each Series A warrant to purchase one ordinary share and Series B warrant to purchase one ordinary share were sold in the private placement together with one ordinary share (or pre-funded warrant to purchase one ordinary share) that was sold in a registered direct offering, at a combined purchase price of $3.25.

The Series A warrants have an exercise price of $3.55 per share, were immediately exercisable upon issuance and will expire five years from issuance. The Series B warrants have an exercise price of $3.55 per share, were immediately exercisable upon issuance and will expire eighteen months from issuance.

The total gross proceeds to Evogene from the private placement, together with the registered direct offering, were $5.5 million.

As part of the private placement and registered direct offering, we also entered into a letter agreement, or the Placement Agency Agreement, with A.G.P./Alliance Global Partners, as sole placement agent, or the Placement Agent, dated August 23, 2024, pursuant to which the Placement Agent agreed to serve as the placement agent for our company in connection with those transactions. We paid the Placement Agent a cash placement fee equal to 7.0% of the gross proceeds received from the sale of the securities in those transactions.

The Series A warrants and the Series B warrants issued in the private placement and the ordinary shares underlying the Series A warrants and Series B warrants were offered in the private placement in reliance on Section 4(a)(2) of the Securities Act, and Regulation D promulgated thereunder and the transaction was not registered under the Securities Act or applicable state securities laws.

Item 8. Exhibits and Financial Statement Schedules

(a) Exhibits

Number	Description of Exhibits
3.1	Third Amended and Restated Articles of Association of the Registrant
4.1	Form of Series A Warrant (incorporated by reference to Exhibit 4.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024)
4.2	Form of Series B Warrant (incorporated by reference to Exhibit 4.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024)
5.1	Opinion of Meitar Law Offices, Israeli counsel to Evogene (incorporated by reference to Exhibit 5.1 to Evogene's Registration Statement on Form F-1 (Registration No. 333-282218), filed with the SEC on September 19, 2024, that is being amended by this Post-Effective Amendment).
10.1	Securities Purchase Agreement, dated as of August 23, 2024, by and between Evogene and Armistice Capital Master Fund Ltd., as purchaser (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024)
10.2	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.9 to Evogene's Registration Statement on Form F-1, as amended (Registration No. 333-191315))
10.3	Evogene Share Option Plan (2002) (incorporated by reference to Exhibit 10.10 to Evogene's Registration Statement on Form F-1, as amended (Registration No. 333-191315))
10.4	Evogene Ltd. Key Employee Share Incentive Plan, 2003 (incorporated by reference to Exhibit 10.11 to Evogene's Registration Statement on Form F-1, as amended (Registration No. 333-191315))
10.5	Evogene Ltd. 2013 Share Option Plan (incorporated by reference to Exhibit 10.12 to Evogene's Registration Statement on Form F-1, as amended (Registration No. 333-191315))
10.6	2015 U.S. Addendum to Evogene Ltd. 2013 Share Option Plan (incorporated by reference to Exhibit A to the proxy statement for Evogene's special general meeting of shareholders held on March 15, 2016, annexed as Exhibit 99.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on February 4, 2016)
10.7	Evogene Ltd. 2021 Share Incentive Plan (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)
10.8	Evogene Ltd. Officers Compensation Policy (incorporated by reference to Appendix A of Exhibit 99.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on April 30, 2024)
10.9	Sales Agreement, dated March 28, 2024, by and between Evogene and Lake Street Capital Markets, LLC (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on March 28, 2024)
10.10	Share Purchase Agreement dated December 21, 2022 by and among Biomica Ltd., Evogene Ltd. and Shanghai Healthcare Capital (incorporated by reference to Exhibit 4.9 to Evogene's Annual Report on Form 20-F for the year ended December 31, 2022, filed with the SEC on March 30, 2023)*
10.11	Master Supply Agreement for Supply of Castor Planting Seeds between Casterra Ag Ltd. and ENI dated June 2, 2023 (incorporated by reference to Exhibit 4.12 to Evogene's Annual Report on Form 20-F for the year ended December 31, 2023, filed with the SEC on March 28, 2024)*
10.12	Securities Purchase Agreement dated as of July 17, 2023, by and between Evogene Ltd. and the purchasers therein. (incorporated by reference to Exhibit 10.1 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on July 17, 2023)
10.13	Placement Agency Agreement, dated July 17, 2023, by and between Evogene Ltd. and A.G.P./Alliance Global Partners (incorporated by reference to Exhibit 10.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on July 17, 2023)
10.14	Placement Agency Agreement, dated August 23, 2024, by and between Evogene Ltd. and A.G.P./Alliance Global Partners (incorporated by reference to Exhibit 10.2 to Evogene's Report of Foreign Private Issuer on Form 6-K, furnished to the SEC on August 23, 2024).
21.1	List of subsidiaries of Evogene (incorporated by reference to Exhibit 8.1 to Evogene's Annual Report on Form 20-F for the year ended December 31, 2024, filed with the SEC on March 27, 2025)
23.1	Consent of Kost Forer Gabbay & Kasierer, a Member of EY Global Consent of Kost Forer Gabbay and Kasierer, a member of Ernst & Young Global, independent registered public accounting firm
23.2	Consent of Meitar Law Offices (included in Exhibit 5.1).
24.1	Power of Attorney (contained on signature page to Evogene's Registration Statement on Form F-1 (Registration No. 333-282218), filed with the SEC on September 19, 2024)
107	Calculation of Filing Fee Table (incorporated by reference to Exhibit 107 to Evogene's Registration Statement on Form F-1 (Registration No. 333-282218), filed with the SEC on September 19, 2024).

*In accordance with the rules of the SEC certain confidential information contained in this exhibit, has been omitted because it (i) is not material and (ii) is the type that the Company treats as private or confidential.

(b) Financial Statements

The financial statements incorporated by reference into this registration statement are listed in the index to the financial statements immediately preceding such statements, which index to the financial statements is incorporated herein by reference.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

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

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the 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.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(8) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

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 F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rehovot, State of Israel on September 30, 2025.

By:	/s/ *Ofer Haviv*
Name:	Ofer Haviv
Title:	President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
*	Chairman of the Board of Directors	September 30, 2025
Nir Nimrodi		
*	Director and Chief Executive Officer and President (Principal Executive Officer)	September 30, 2025
Ofer Haviv		
/s/ *Yaron Eldad*	Chief Financial Officer (Principal Financial and Accounting Officer)	September 30, 2025
Yaron Eldad		
*	Director	September 30, 2025
Dan Falk		
*	Director	September 30, 2025
Sarit Firon		
*	Director	September 30, 2025
Dr. Adrian Percy		
*	Director	September 30, 2025
Leon Y. Recanati		

*By: /s/ Yaron Eldad, attorney-in-fact

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, as amended, the undersigned, Puglisi & Associates, the duly authorized representative in the United States of Evogene Ltd., has signed this registration statement on September 30, 2025.

Puglisi & Associates

By:	/s/ *Donald J. Puglisi*
Name:	Donald J. Puglisi
Title:	Managing Director, Puglisi & Associates

Exhibit 3.1

THIRD AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

EVOGENE LTD.

(the "Company")

TABLE OF CONTENTS

CHAPTER ONE - GENERAL

1. INTRODUCTION

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

Articles	The Articles of Association of the Company as in effect or as may be amended from time to time.
Board	The Board of Directors of the Company
Business Day	A day on which banks in Israel are open for transacting business.
Companies Law	The Companies Law, 5759-1999, or any other enactment replacing the same.
Companies Ordinance	The Companies Ordinance (New Version), 5743-1983, or any other enactment replacing the same.
Companies Regulations	Regulations promulgated under the Companies Law and/or the Companies Ordinance.
Director(s)	The member(s) of the Board constituted in accordance with these Articles holding office at any given time.
In writing or written	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.
Incompetent	A person who has been declared to be Incompetent pursuant to the Legal Capacity and Guardianship Law, 5722-1962.
Law	The provisions of any law ("din") applicable in the State of Israel.
Related Company	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.
Securities	As defined in section 1 of the Securities Law.
Securities Law	The Securities Law, 5728-1968, or any other enactment replacing the same
Securities Regulations	Regulations promulgated under the Securities Law

Shareholder	Anyone registered as a Shareholder in the Register of Shareholders of the Company.
Simple Majority	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.
Special Majority	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 6,000,000 divided into 30,000,000 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. <u>TRANSFER OF SHARES OF THE COMPANY</u>

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	**The Transferee**
Name:	Name:
I.D./Corp. no.:	I.D./Corp. no.:
Signature:	Signature:
Witness to the signature of the Transferor:	Witness to the signature of the Transferee:
Name:	Name:
I.D./Corp. no.:	I.D./Corp. no.:
Signature:	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.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts" in the Post-Effective Amendment No. 2 to the Registration Statement (Form F-1 No. 333-282218) and related Prospectus of Evogene Ltd. and to the incorporation by reference therein of 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.

Tel Aviv, Israel
September 30, 2025

/s/ Kost Forer Gabbay & Kasierer
A Member of EY Global