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

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report: Not applicable

For the transition period from ____ to _____

Commission file number 001-35948

Kamada Ltd.
(Exact name of registrant as specified in its charter)

N/A
(Translation of Registrant's name into English)

State of Israel
(Jurisdiction of incorporation or organization)

2 Holzman St.
Science Park
P.O Box 4081
Rehovot 7670402
Israel
(Address of principal executive offices)

Amir London, Chief Executive Officer
2 Holzman St., Science Park
Rehovot 7670402, Israel
+972 8 9406472
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of Each Class	Trading Symbol	Name of Each Exchange on which Registered
Ordinary Shares, par value NIS 1.00 each	KMDA	The Nasdaq Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act. **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act. **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

As of December 31, 2024, the Registrant had 57,505,031 Ordinary Shares outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer", "accelerated filer", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒	Non-accelerated filer	☐	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 13(a) of the Exchange 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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

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In this Annual Report on Form 20-F (this "Annual Report"), unless the context indicates otherwise, references to "NIS" are to the legal currency of Israel, "U.S. dollars," "$" or "dollars" are to United States dollars, and the terms "we", "us", the "Company", "our company", "our", and "Kamada" refer to Kamada Ltd., along with its consolidated subsidiaries.

This Annual Report contains forward-looking statements that relate to future events or our future financial performance, which express the current beliefs and expectations of our management in light of the information currently available to it. Such statements involve a number of known and unknown risks, uncertainties and other factors that could cause our actual future results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements include all statements that are not historical facts and can be identified by words such as, but without limitation, "believe", "expect", "anticipate", "estimate", "intend", "plan", "target", "likely", "may", "will", "would", or "could", or other words, expressions or phrases of similar substance or the negative thereof. We have based these forward-looking statements largely on our management's current expectations and future events and financial trends that we believe may affect our financial condition, results of operation, business strategy and financial needs. Forward-looking statements include, but are not limited to, statements about:

- *our strategy is focused on driving profitable growth through four growth pillars: (i) continued investment in the commercialization and life cycle management of our commercial proprietary products (which comprise six FDA-approved specialty plasma-derived products: KEDRAB®, CYTOGAM®, GLASSIA®, WINRHO SDF®, VARIZIG® and HEPAGAM B®, as well as KAMRAB®, KAMRHO (D)® and two types of equine-based anti-snake venom products) (the "Proprietary Products"), led by KEDRAB and CYTOGAM sales in the U.S. market, as well as the products in our Distribution segment portfolio, mainly through the launch of several biosimilar products in Israel; (ii) our goal to secure significant new business development, in-licensing, collaboration, and/or merger and acquisition opportunities in 2025, and our belief that such opportunities will enhance our marketed products portfolio and leverage our financial strength and existing commercial infrastructure to drive long-term growth; (iii) expanding our plasma collection operations to support revenue growth through sales of normal source plasma and in support of our growing demand for hyper-immune specialty; and (iv) advance the development and commercialization of additional product candidates, targeting areas of significant unmet medical need, with our lead product candidate Inhaled AAT, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial;*

- *our current expectation to generate total revenues for the fiscal year 2025 in the range of $178 million to $182 million and adjusted EBITDA in the range of $38 million to $42 million. The midpoint of the projected 2025 revenue and adjusted EBITDA forecast represents a year-over-year increase of 12% in revenues and 17% in adjusted EBITDA (for details regarding the use of non-IFRS measures, see "Item 5. Operating and Financial Review and Prospectus—Non-IFRS Financial Measures")*;

- *our plan to pay a special cash dividend on April 7, 2025, based on our announcement on March 5, 2025, of a special cash dividend of $0.20 per share (approximately $11.5 million in the aggregate), with a record date (ex-dividend date) of March 17, 2025;*

- *our belief that a significant portion of our revenues has been, and will continue to be, derived from sales of our Proprietary Products and that KEDRAB and CYTOGAM will continue to be our two leading products in our existing Proprietary Products portfolio for the foreseeable future;*

- *our expectation that based on current GLASSIA sales by Takeda and forecasted future growth, we will receive royalties from Takeda in the range of $10 million to $20 million per year for 2025 to 2040;*

- *our expectation to continue manufacturing HEPAGAM B, VARIZIG and WINRHO SDF at Emergent BioSolutions Inc. ("Emergent") in the foreseeable future, and our plan to transition the manufacturing of these products to our manufacturing facility in Beit Kama, Israel, subject to executing a new amended manufacturing services agreement with Emergent covering operational aspects and technology transfer related services and scope, and our anticipation that if initiated, such a technology transfer may be completed within four to five years following initiation thereof;*

- *our intention to expand our Proprietary Products business, including that of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF, by leveraging our existing strong international distribution network to grow our commercial revenue in the existing markets in which we sell our products, as well as to expand to geographic markets in which these products are not currently sold;*

- *our expectation that, subject to European Medicines Agency ("EMA") and subsequently the Israeli Ministry of Health* ("*IMOH") approvals, we will launch in Israel two biosimilar products in 2025 and the remaining biosimilar products are expected to be launched in Israel over the coming years, at a rate of 1-3 products per year, while continuing to explore opportunities to in-license additional biosimilar products and expand the portfolio and that sales generated by the launch of the biosimilar products portfolio will serve as a major growth catalyst, and our estimate that revenues from sales of our existing biosimilar products portfolio in Israel will increase to between approximately $15 million to $20 million within the next five years and will continue to grow thereafter, subject to the continued launch of the entire portfolio as scheduled;*

- *our ability to procure adequate quantities of plasma and fraction IV from our suppliers, which are acceptable for use in our manufacturing processes;*

- *our intention to expand our plasma collection operations; our expectation that our plasma collection center in Houston, Texas will become one of the largest hyper-immune plasma collection sites in the United States and will also collect normal source plasma for sale to third parties, and to commence operations at our third plasma collection center in San Antonio, Texas by the end of the first quarter of 2025, following the completion of its construction and obtaining the required regulatory approvals; and our expectation that the expansion of our plasma collection capabilities will allow us to better support our hyper-immune plasma needs, potentially lower our raw material costs, as well as generate additional revenues through sales of collected normal source plasma to other plasma-derived manufacturers;*

- *our expectation that each of the Houston and San-Antonio plasma collection centers, once fully operational, will contribute annual revenues of $8 million to $10 million in sales of normal source plasma;*

- *our intention to apply for EMA approval of both the Houston and San Antonio plasma collection centers to enable future sales of normal source plasma to potential European customers;*

- *our intention to seek new long-term supply agreements for hyper-immune plasma with additional plasma-collection companies;*

- *our expectations regarding the potential market opportunities for our products and product candidates;*

- *our expectation that Kedrion Biopharma Inc. ("Kedrion") will purchase from us annual minimum quantities of KEDRAB during fiscal years 2025 through 2027 pursuant to the fifth amendment to the supply and distribution agreement between the parties, through which, Kedrion committed to purchase minimum quantities of KEDRAB with an aggregate revenues to us of approximately $180.0 million during the first four year period of the amendment (i.e., 2024 through 2027), of which approximately $135.0 million are expected during the remaining three years of such four-year period (i.e., 2025 through 2027);*

- *our belief that anti-rabies products based on equine serum are inferior to products made from human plasma;*

- *our belief that the administration of CYTOGAM together with the available antivirals may provide additional protection in preventing cytomegalovirus ("CMV") disease for certain high-risk transplant populations, such as lung and heart transplant; and that there is an under-utilization of CYTOGAM as CMV prophylaxis in high-risk patients who undergo a solid organ transplant due to the lack of collection and presentation of new clinical and medical data and awareness regarding the benefits of combination of CYTOGAM and antiviral therapy, and that by addressing these deficits, increased utilization of CYTOGAM can be achieved;*

- *our belief that our ongoing clinical and medical affairs activities, which include collaborations with leading U.S.-based solid organ transplantation experts, to generate and present new real-world data on the benefits of CYTOGAM, as well as planned prospective investigator-initiated studies evaluating the benefits and potential innovative uses of CYTOGAM, continue to raise awareness for CYTOGAM and support sustained sales growth;*

- *our belief that our ongoing registration and marketing activities in additional countries, will support the continued usage of HEPAGAM B in ex-U.S. markets;*

- *our belief that we will be able to register our Proprietary Products, including CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF, in additional countries where they are not currently registered, and our belief that this would lead to additional sales worldwide;*

- *our expectations regarding the potential actions or inactions of existing and potential competitors of our products, including our belief that there will be no new supplier of plasma derived AAT products in the U.S. or European markets in the near future;*

- *our expectation that key U.S. physicians will publish new clinical data related to some of our products, and our belief that the educational symposiums that they conduct will have a positive impact on the understanding of our portfolio and thereby contributing to continued growth in demand;*

- *our projection that changes in the product sales mix and geographic sales mix may have an effect on our sales and profitability;*

- *our expectation to finalize the discussions with the IMOH regarding the potential extension of the supply agreement for the snake bite antiserums until the end of 2025, in the coming weeks;*

- *our ability to identify growth opportunities for existing products and our ability to identify and develop new product candidates;*

- *our belief that the market opportunity for AAT products for the treatment of Alpha-1 Antitrypsin Deficiency ("AATD") will continue to grow;*

- *our expectation that the AATD's diagnosis will continue to increase going forward as awareness of AATD increases;*

- *our expectation that the number of patients treated for AATD will continue to increase going forward as awareness of AATD increases, and our expectation that additional European countries will approve such reimbursement during the coming years, based on recent reimbursement approvals for treatment of AATD in a number of European countries;*

- *our plan to continue to develop our pipeline, primarily focusing on the pivotal Phase 3 InnovAATe clinical trial of Inhaled AAT for the treatment of AATD and to explore new strategic business development opportunities;*

- *our ability to attract partners for development programs for Inhaled AAT for AATD in the United States and the European Union, and to maintain such partnerships, if we decide to pursue such direction, as well as the impact on our business resulting from such partnerships, or from a failure to form such partnerships or fully realize the benefits of such partnerships;*

- *our intention to submit a revised statistical analysis plan ("SAP") and study protocol for the InnovAATe study as an Investigational New Drug Application ("IND") amendment during the second half of 2025 and our expectation to receive additional feedback from the FDA within a few months of submission, as well as our intention to approach the EMA Committee of Medicinal Products for Human Use ("CHMP") again after obtaining agreement from the FDA on the IND amendment;*

- *our plan to reduce the InnovAATe study sample size from 220 patients to approximately 180 patients, and to conduct an interim futility analysis by the end of 2025;*

- *our forecast to complete recruitment for the InnovAATe study (Last Patient In) by the end of 2026 and complete the two years of treatment for the last enrolled patient (Last Patient Out) by the end of 2028;*

- *our belief that Inhaled AAT for AATD will increase patient convenience and reduce the need for patients to use intravenous infusions of AAT products, thereby decreasing the need for clinic visits or nurse home visits and reducing medical costs;*

- *our belief that Inhaled AAT for AATD, if approved, will enable us to treat significantly more patients from the same amount of plasma and production capacity and may be more cost effective for patients and payors and may increase our profitability;*

- *our belief that the inhaled formulation of AAT would be more effective in reducing inflammation of the lung tissue and inhibiting the uncontrolled neutrophil elastase that causes the breakdown of the lung tissue and emphysema;*

- *our intention to conduct a sub-study in North America in which approximately 30 patients will be evaluated for the effect of anti-drug antibodies ("ADA") on AAT levels in plasma with Inhaled AAT and IV AAT treatments and our plan to initiate such study during 2026;*

- *our plan to test our anti-tuberculosis IgG product in-vivo during 2025;*

- *our ability to obtain and/or maintain regulatory approvals for our products and new product candidates, the rate and degree of market acceptance, and the clinical utility of our products;*

- *our ability to maintain compliance with government regulations and licenses;*

- *our plan to advance our other early-stage development programs until completion of proof-of-concept, at which point we plan to evaluate continued internal development, partnering or out-licensing;*

- *our intention to defend ourselves against the lawsuit filed against us by a third-party distributor with the tribunal of first instance in Geneva, as a result of the termination of the distribution agreement for distribution of our Proprietary Products in Russia and Ukraine;*

- *our belief that our current cash and cash equivalents and expected future cash to be generated by our operational activities will be sufficient to satisfy our liquidity requirements for at least the next 12 months;*

- *our expectation that our capital expenditures will increase in the coming years mainly due to the planned expansion of our plasma collection operations as well as potentially to facilitate the transition of manufacturing of HEPGAM B, VARIZIG and WINRHO SDF to our manufacturing facility in Beit Kama, Israel;*

- *our expectations to pay, during the next 12 months, approximately $10.4 million on account of contingent consideration and assumed liabilities, under the asset purchase agreement entered into with Saol in November 2021;*

- *our ability to obtain and maintain protection for the intellectual property, trade secrets and know-how relating to or incorporated into our technology and products;*

- *our expectations regarding our ability to utilize Israeli tax incentives against future income; and*

- *our expectations regarding taxation, including that we will not be classified as a passive foreign investment company for the taxable year ending December 31, 2024, and beyond.*

All forward-looking statements involve risks, assumptions and uncertainties. You should not rely upon forward-looking statements as predictors of future events. The occurrence of the events described, and the achievement of the expected results, depend on many events and factors, some or all of which may not be predictable or within our control. Actual results may differ materially from expected results. See the sections "Item 3. Key Information — D. Risk Factors" and "Item 5. Operating and Financial Review and Prospectus," as well as elsewhere in this Annual Report, for a more complete discussion of these risks, assumptions and uncertainties and for other risks, assumptions and uncertainties. These risks, assumptions and uncertainties are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our results.

All of the forward-looking statements we have included in this Annual Report are based on information available to us as of the date of this Annual Report and speak only as of the date hereof. We undertake no obligation, and specifically decline any obligation, to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Annual Report might not occur.

The audited consolidated financial statements for the years ended December 31, 2024, 2023 and 2022 included in this Annual Report have been prepared in accordance with the international financial reporting standards ("IFRS") as issued by the international accounting standards board ("IASB").

Unless otherwise noted, NIS amounts presented in this Annual Report are translated at the rate of $1.00 = NIS 3.647, the exchange rate published by the Bank of Israel as of December 31, 2024.

We have proprietary rights to trademarks used in this Annual Report that are important to our business, many of which are registered under applicable intellectual property laws. Solely for convenience, trademarks and trade names referred to in this Annual Report may appear without the "®" or "™" symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trademarks, trade names or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. Each trademark, trade name or service mark of any other company appearing in this Annual Report is the property of its respective holder.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Our business, liquidity, financial condition, and results of operations could be adversely affected, and even materially so, if any of the risks described below occur. As a result, the trading price of our securities could decline, and investors could lose all or part of their investment. This Annual Report including the consolidated financial statements contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially and adversely from those anticipated, as a result of certain factors, including the risks facing the Company as described below and elsewhere in the Annual Report. You should carefully consider the risks and uncertainties included herewith. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. Material risks that may affect our business, operating results and financial condition include, but are not necessarily limited to, those relating to:

- *Our ability to maintain and expand sales of our commercial products portfolio in the United States and ex-U.S. markets is critical to our growth, profitability and financial stability.*
- *Our business is currently highly concentrated on our two leading products, KEDRAB and CYTOGAM. Additionally, significant portion of our sales and financial results for the years ended December 31, 2024, 2023 and 2022 was driven by royalty income generated from GLASSIA sales by Takeda. Any adverse market event affecting such products or revenue derived from such products could have a material adverse effect on our business and financial condition.*
- *A significant portion of our net revenue has been and will continue to be driven from sales of our Proprietary Products, and in our largest geographic region, the United States. Any adverse market event with respect to some of our Proprietary Products or the United States would have a material adverse effect on our business.*
- *Our long-term continued growth is dependent, in part, on our ability to continue to effectively utilize and continue to increase our manufacturing plant capacity.*
- *Our long-term continued growth is dependent on our ability to engage in additional strategic transactions to acquire assets, businesses, products or technologies or engage in in-license or out-license transactions of products or technologies or form collaborations. Our inability to secure such transactions on cost-effective terms or our inability to realize the anticipated benefits from these transactions, may negatively affect our projected growth and operating results, dilute our shareholders' ownership or cause us to incur debt or significant expense.*
- *We have invested, and intend to continue to invest, in expanding our U.S. plasma collection operations in order to reduce our dependency on third-party suppliers in terms of plasma supply needs as well as to generate sales from commercialization of collected normal source plasma, and our ability to successfully expand this operation is important to support our future growth and profitability.*
- *We have several product development candidates, including our Inhaled AAT for AATD as well as several other early-stage development projects. There can be no assurance that the development activities associated with these products will materialize and result in the FDA, EMA or any other relevant agencies granting us marketing authorization for any of these products.*

- *In our Proprietary Products segment, we rely on Kedrion for the sales of our KEDRAB product in the United States, and any disruption to our relationships with Kedrion would have an adverse effect on our future results of operations and profitability.*

- *Sales of CYTOGAM, WINRHO SDF, HEPGAM B and VARIZIG in the U.S. market are critical in order to support future growth, future results of operations and profitability.*

- *Continued availability of CYTOGAM, WINRHO SDF, HEPAGAM B and VARIZIG is dependent on our ability to maintain continuous plasma supply and maintain our relationship with third-party contract manufacturers and suppliers, and any disruption to such relationship could have an adverse effect on the availability of these products, as well as our future results of operations and profitability.*

- *We rely in large part on third parties for the sale, distribution and delivery of our Proprietary Products, and any disruption to our relationships with these third-party distributors would have an adverse effect on our future results of operations and profitability.*

- *Our Proprietary Products segment operates in a highly competitive market and could be negatively impacted by new competitors or the adoption of new methods of administration.*

- *Manufacturing of new plasma-derived products in our manufacturing facility, or the manufacture of Proprietary Products by third parties, requires a lengthy and challenging development project and/or technology transfer project as well as regulatory approvals, all of which may not materialize.*

- *We could become supply-constrained, and our financial performance could suffer, if we were unable to obtain adequate quantities of source plasma, plasma derivatives or specialty ancillary products that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, or if our suppliers were to fail to modify their operations to meet regulatory requirements or if prices of source plasma or plasma derivatives were to rise significantly.*

- *Our Distribution segment is dependent on a few suppliers, and any disruption to our relationship with these suppliers, or their inability to supply us with the products we sell, in a timely manner, in adequate quantities and/or at a reasonable cost, would have a material adverse effect on our business, financial condition and results of operations.*

- *In recent years we entered into agreements for future distribution in Israel of several biosimilar product candidates, and the successful future distribution of these products, which is important for the continued growth of the Distribution segment as a whole, is dependent upon several factors some of which are beyond our control.*

- *Laws and regulations governing the conduct of international operations may negatively impact our development, manufacture, and sale of products outside of the United States and require us to develop and implement costly compliance programs.*

- *If our manufacturing facility in Beit Kama, Israel were to suffer a serious accident, contamination, force majeure event (including, but not limited to, a war, terrorist attack, earthquake, major fire or explosion etc.) materially affecting our ability to operate and produce saleable plasma-derived protein therapeutics, all of our manufacturing capacity could be shut down for an extended period.*

- *Our success depends in part on our ability to obtain and maintain protection in the United States and other countries for the intellectual property relating to or incorporated into our technology and products, including the patents protecting our manufacturing process.*

- *We have incurred significant losses since our inception and while we have been profitable in recent years, we may not be able to sustain profitability.*

- *Our business requires substantial capital, including potential investments in large capital projects, to operate and grow and to achieve our strategy of realizing increased operating leverage, for which we may incur debt or issue additional equity.*

- *Our business could be adversely affected by political, economic and military instability in Israel and its region.*

- *Our business and operations would suffer in the event of computer system failures, cyber-attacks on our systems or deficiency in our cyber security measures.*

Risks Related to Our Business

Our ability to maintain and expand sales of our commercial products portfolio in the United States and ex-U.S. markets is critical to our growth, profitability and financial stability.

Our portfolio of products in our Proprietary Products segment (which we refer to as our Proprietary Products), comprising of KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPGAM B and VARIZIG are currently distributed in the U.S. market, where we market and distribute some of these products directly based on our sales and marketing personnel, and in approximately 30 additional ex-U.S. international markets, including the Middle East and North Africa ("MENA") region. Our future growth, profitability and financial stability depend on our ability to successfully maintain and expand our U.S.-based commercial and distribution infrastructure, as well as our ex-U.S. commercialization efforts. While we continuously seek to leverage our existing strong international distribution network to increase our commercial revenue in the existing markets in which we sell our products and to expand to geographic markets in which these products are not currently sold, we may not be successful in growing our sales in existing markets or developing additional markets for these products. Given continued market dynamics and competition in the markets we operate, as well as other operational, technical, regulatory, financial and compliance challenges, we may not be able to maintain or continue to expand our existing commercial operations, which may materially adversely affect our business and financial condition.

Our business is currently highly concentrated on our two leading products, KEDRAB and CYTOGAM. Additionally, significant portion of our sales and financial results for the years ended December 31, 2024, 2023 and 2022 was driven by royalty income generated from GLASSIA sales by Takeda. Any adverse market event affecting such products or revenue derived from such products could have a material adverse effect on our business and financial condition.

Our business currently relies on the sales of KEDRAB, our Human Rabies Immune Globulin (HRIG), and CYTOGAM, our Cytomegalovirus Immune Globulin Intravenous (Human) ("CMV-IGIV"), and royalty income from sales of GLASSIA, our intravenous AAT product, by Takeda. Revenue generated by these products comprised approximately 31%, 14% and 10%, respectively (55% in total), of our total revenues for the year ended December 31, 2024. In the event that KEDRAB or CYTOGAM were to lose significant sales or were to be substantially or completely displaced in the market, we would lose a significant and material source of our total revenues. Similarly, if these products were to become the subject of litigation and/or an adverse governmental action or ruling causing us to cease the manufacturing, export or sales of these products, our business and financial condition would be adversely affected.

We are entitled to royalty payments from Takeda on GLASSIA sales in the United States and, commencing in 2024, in Canada (as well as in Australia and New Zealand, to the extent GLASSIA will be approved and sales will be generated in these other markets) at a rate of 12% on net sales through August 2025, and at a rate of 6% thereafter until 2040, with a minimum of $5 million annually, for each of the years from 2022 to 2040. For the years ended December 31, 2024, and 2023 and the period between March and December 2022, we accounted for $16.9, $16.1 million and $12.2 million, respectively, of sales-based royalty income from Takeda, and based on forecasted future growth, we project receiving royalties from Takeda in the range of $10 million to $20 million per year during 2025 to 2040. Any reduction in sales of GLASSIA by Takeda or reduction in the manufacturing and marketing of GLASSIA by Takeda for any reason (including due to the inability to adequately or sufficiently manufacture GLASSIA, regulatory limitations, difficulties in marketing, reduction in market size, or changes in corporate focus), would adversely impact our future expected royalty income from Takeda's sales of GLASSIA, which would have an adverse effect on our revenues and profitability.

A significant portion of our net revenue has been and will continue to be driven from sales of our Proprietary Products, and in our largest geographic region, the United States. Any adverse market event with respect to some of our Proprietary Products or the United States would have a material adverse effect on our business.

A significant portion of our revenues has been, and will continue to be, derived from sales of our Proprietary Products, including those of KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPGAM B and VARIZIG, as well as royalty income from GLASSIA sales by Takeda. Revenue from our Proprietary Products comprised approximately 88%, 81% and 79% of our total revenues for the years ended December 31, 2024, 2023 and 2022, respectively. If some of our Proprietary Products were to lose significant sales or were to be substantially or completely displaced in the market, we would lose a significant and material source of our total revenues. Similarly, if any of these Proprietary Products were to become the subject of litigation and/or an adverse governmental action or ruling causing us or third parties to cease the manufacturing, export or sales of these products, our business and financial condition would be adversely affected.

A significant portion of our sales and income are generated in the United States, comprising approximately 62%, 52% and 50% of our total revenues for the years ended December 31, 2024, 2023 and 2022, respectively. If our sales or income generated in the United States were significantly impacted by material changes to government or private payor reimbursement, other regulatory developments, competition or other factors, then our business and financial condition would be adversely affected.

Our long-term continued growth is dependent, in part, on our ability to continue to effectively utilize and continue to increase our manufacturing plant capacity.

Our manufacturing facility is currently utilized to manufacture some of our Proprietary Products, including KEDRAB/KAMRAB, CYTOGAM and GLASSIA, as well as small quantities of KAMRHO (D) and anti-snake venom products and clinical lots needed for the Inhaled AAT clinical study. In the future, we may expand the utilization of our manufacturing facility to include the manufacturing of WINRHO SDF, HEPGAM B and VARIZIG, which would be subject to a technology transfer, regulatory approvals and the execution of a new, revised contract manufacturing agreement with Emergent. In addition, we may also consider utilizing our plant in the future for the manufacturing of products for other companies as a contract manufacturing organization (CMO). While we have the know-how and expertise to support the manufacturing of additional products in our facility, we may not be able to complete the required technology transfers or obtain required regulatory approvals in the expected timeline, or at all. Further, we may not be able to increase the manufacturing capacity at our facility, even if there will be increased market demand for these products at a profitable market price in the markets in which we distribute our products or other markets. Our inability to effectively utilize and continue to increase our manufacturing plant capacity may prevent us from continuing to grow our business and result in a loss of commercial opportunities. Failure to adequately or timely adapt our manufacturing volume, or that of our CMOs, as needed, may lead to an inability to supply products, may have an adverse effect on our business, could cause substantial harm to our business reputation, result in breach of our sales agreements or the loss of future customers and orders. In addition, the risk of not adequately managing plant utilization could result in inefficiencies, reduced profitability and operating losses. See also "*—Manufacturing of new plasma-derived products in our manufacturing facility requires a lengthy and challenging development project and/or technology transfer project as well as regulatory approvals, all of which may not materialize*."

Our long-term continued growth is dependent on our ability to engage in additional strategic transactions to acquire assets, businesses, products or technologies or engage in in-license or out-license transactions of products or technologies or form collaborations. Our inability to secure such transactions on cost-effective terms or our inability to realize the anticipated benefits from these transactions, may negatively affect our projected growth and operating results, dilute our shareholders' ownership or cause us to incur debt or significant expense.

As part of our business development and growth strategy, we have in the past and are actively exploring potential strategic transactions to acquire assets, businesses, or products; or engage in in-licensing or out-licensing transactions with respect to products or technologies; or enter into other strategic alliances or collaborations for both our Proprietary Products and Distribution segments. These opportunities may involve the acquisition or in-licensing of new products for commercialization (with or without manufacturing), as well as in-licensing agreements to manufacture plasma-derived or other products for other companies, which can provide additional revenue streams and leverage our biopharmaceuticals and plasma-derived manufacturing expertise. We may not identify additional suitable transactions, or complete such transactions in a timely manner, on a cost-effective basis, or at all. Moreover, we may devote resources to potential opportunities that are never completed, or we may incorrectly judge the value or worth of such opportunities. Even if we successfully execute a strategic transaction, we may not be able to realize the anticipated benefits of such transaction, may incur debt or assume unknown or contingent liabilities in connection therewith, and may experience losses related to our investments or dispositions. Integration of an acquired company or assets into our existing business or a transition of an asset to an acquirer or partner may not be successful and may disrupt ongoing operations, require the hiring of additional personnel and the implementation of additional internal systems and infrastructure, and require management resources that would otherwise focus on developing our existing business. Even if we are able to achieve the long-term benefits of a strategic transaction, our expenses and short-term costs may increase materially and adversely affect our liquidity. Any of the foregoing could have a material effect on our business, results of operations and financial condition.

We have invested, and intend to continue to invest, in expanding our U.S. plasma collection operations in order to reduce our dependency on third-party suppliers in terms of plasma supply needs as well as to generate sales from commercialization of collected normal source plasma, and our ability to successfully expand this operation is important to support our future growth and profitability.

We own an FDA-licensed plasma collection center in Beaumont, Texas that we acquired in March 2021, which specializes in the collection of hyper-immune plasma to be used in the manufacture of KAMRHO (D), KAMRAB and KEDRAB. In 2024, we significantly expanded our hyper-immune plasma collection operations with the opening of our new plasma collection center in Houston, Texas, which is expected to become one of the largest hyper-immune plasma collection sites in the United States and will also collect normal source plasma for sale to third parties. In addition, we are in the advanced stages of construction of our third plasma collection site in San Antonio, Texas, which is expected to open by the end of the first quarter of 2025. We may, in the future, leverage our experience with plasma collection to establish additional plasma collection centers in the United States.

We believe that the expansion of our plasma collection operations will allow us to better support our hyperimmune plasma needs and reduce our dependency on third-party suppliers as well as generate revenues through sales from commercialization of collected normal source plasma. However, given our limited prior experience in managing plasma collection operations, the operational, technical, and regulatory challenges in establishing and maintaining plasma collection operations, as well as the challenges in screening locations, in negotiating the lease and other third party agreements required for the ongoing operations of the centers, the financial investment required to expand our collection capabilities and open new collection centers and the management of an expanded scope of plasma collection operations, we may not be able to realize our investment and the anticipated benefits of such activities. Further, we may not be able to adequately collect sufficient quantities of plasma through our plasma collection operations to support our plasma sourcing needs, including due to a lack of appropriate or sufficient donors for specialty plasma, which will result in continued dependency on third party suppliers; and even if we are successful in collection of sufficient quantities, there can be no assurance that we will be able to reduce the cost of plasma through our collection operations, as compared to costs associated with procuring plasma from third parties. In addition, there could be no assurance that we will be able to collect adequate quantities of normal source plasma as well as secure supply agreements with customers at adequate prices or that there will be sufficient demand for normal source plasma. See also "*—We could become supply-constrained, and our financial performance could suffer, if we were unable to obtain adequate quantities of source plasma, plasma derivatives or specialty ancillary products that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, or if our suppliers were to fail to modify their operations to meet regulatory requirements or if prices of source plasma or plasma derivatives were to rise significantly"*; and *"—Our long-term continued growth is dependent on our ability to engage in additional strategic transactions to acquire assets, businesses, products or technologies or engage in in-license or out-license transactions of products or technologies or form collaborations. Our inability to secure such transactions on cost-effective terms or our inability to realize the anticipated benefits from these transactions, may negatively affect our projected growth and operating results, dilute our shareholders' ownership or cause us to incur debt or significant expense."*

We have several product development candidates, including our Inhaled AAT for AATD as well as several other early-stage development projects. There can be no assurance that the development activities associated with these products will materialize and result in the FDA, EMA or any other relevant agencies granting us marketing authorization for any of these products.

We are engaged in research and development activities with respect to several pharmaceutical products candidates, including our lead investigational product, Inhaled AAT for AATD, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial. In January 2025, we announced that the FDA confirmed its agreement with our proposal to change the two-sided Type 1 error rate control from 5% to 10% (p-value of 0.1) for the pivotal Phase 3 InnovAATe clinical trial. Based on this change in the p-value, as well as additional expected revisions to the study's SAP, we plan to reduce the study sample size from 220 patients to approximately 180 patients, while maintaining the trial's statistical power. We plan to submit the revised SAP to the FDA and to conduct an interim futility analysis for the InnovAATe clinical study by the end of 2025. Based on the results of the interim futility analysis we may determine to terminate the study early, which could negatively impact our business prospects and stock price. Even if we will not be required to consider termination of the study due to futility, there is no assurance that we will be able to successfully complete the InnovAATe clinical trial or that the trial results will be sufficient to obtain FDA and EMA approval.

Furthermore, we are currently engaged in the early-stage development of other plasma derived product candidates for which we made progress during 2024. However, there can be no assurance that the development activities associated with these products will materialize and result in the FDA, EMA or any other relevant agencies granting us marketing authorization for any of these products.

For additional information regarding the InnovAATe clinical study and our other development programs see — "Item 4. Information on the Company — Business Overview— *Our Development Product Pipeline.*" See also "*—Research and development efforts invested in our pipeline of specialty and other products may not achieve expected results"* and "*—If we are unable to successfully introduce new products and indications or fail to keep pace with advances in technology, our business, financial condition and results of operations may be adversely affected*."

Risks Related to Our Proprietary Products Segment

In our Proprietary Products segment, we rely on Kedrion for the sales of our KEDRAB product in the United States, and any disruption to our relationships with Kedrion would have an adverse effect on our future results of operations and profitability.

Pursuant to the strategic distribution and supply agreement with Kedrion for the marketing of KEDRAB in the United States, Kedrion is the sole distributor of KEDRAB in the United States. Sales to Kedrion accounted for approximately 31%, 23% and 13% of our total revenues in the years ended December 31, 2024, 2023 and 2022, respectively. We are dependent on Kedrion for its marketing and sales of KEDRAB in the United States. Under the strategic distribution and supply agreement, as amended in January 2025, which superseded and memorialized the terms of a binding memorandum of understanding with Kedrion for the amendment and extension of the distribution agreement between the parties, entered into in December 2023, Kedrion committed to purchasing minimum quantities of KEDRAB during the first four years (i.e., 2024 through 2027) of the eight-year term, that began in January 2024, generating projected minimum aggregate revenues for us of approximately $180.0 million over such four-year period, of which a minimum of approximately $135.0 million is to be acquired during the remaining three years of such four-year period (i.e., 2025 through 2027). According to the distribution agreement, Kedrion shall have the right to extend the agreement, by written notice no later than December 31, 2030, for an additional two years, until December 31, 2033.

We currently also purchase from a subsidiary of Kedrion, KedPlasma LLC ("Kedplasma"), a large portion of the hyper-immune plasma, which is used for the production of KEDRAB/KAMRAB. See "*—We could become supply-constrained, and our financial performance could suffer, if we were unable to obtain adequate quantities of source plasma, plasma derivatives or specialty ancillary products that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, or if our suppliers were to fail to modify their operations to meet regulatory requirements or if prices of source plasma or plasma derivatives were to rise significantly*."

If we do not maintain the distribution relationship with Kedrion, we would be required to assume the sales and marketing activities of KEDRAB, or we would need to engage a replacement distributor for the product in the United States. Further, if we fail to maintain the plasma supply agreement with KedPlasma we would need to expedite the collection ramp-up at our existing plasma collection centers and/or find a replacement supplier of the hyper-immune plasma, which is used to manufacture KEDRAB/ KAMRAB. Establishing a relationship with a new distributor or supplier or internalizing those activities, could lead to a decrease in KEDRAB/ KAMRAB sales and a deterioration in our market share when compared with one or more of our competitors. Any of the foregoing developments could have an adverse effect upon our sales, margins and profitability.

Sales of CYTOGAM, WINRHO SDF, HEPGAM B and VARIZIG in the U.S. market are critical in order to support future growth, future results of operations and profitability.

Sales of CYTOGAM, WINRHO SDF, HEPGAM B and VARIZIG in the U.S. market represented approximately 24%, 21% and 30% of our Proprietary Product segment sales for the years ended December 31, 2024, 2023 and 2022. To facilitate the sale and distribution of these products in the U.S. market, the Company established commercial operations in the United States at the beginning of 2022, which included contracting with a third-party logistics (3PL) provider, contracting with pharmaceutical wholesalers and regional distributors, hiring Sales, Medical, Trade and Market Access professionals, establishing relationships with Key Opinion Leaders ("KOL"), supporting Health Care Professionals in conducting investigator-initiated trials and publishing new data in support of the Company's portfolio of products. However, given our limited prior experience in directly managing U.S. commercial and medical operations and the operational, technical, regulatory and compliance challenges in maintaining such activity, as well as the significant costs involved in such operations, we may not be able to realize the anticipated benefits of such activities, and may not be able to adequately maintain or expand market demand and continued product sales, which may result in significant reduction in sales, increased operating costs and reduced profitability and may adversely impact our future growth. See "*— Our ability to maintain and expand sales of our commercial products portfolio in the U.S. and ex-U.S. markets is critical to our profitability and financial stability."* See also – "Item 4B. Information on the Company — Business Overview — *Proprietary Products Segment.*"

Continued availability of CYTOGAM, WINRHO SDF, HEPAGAM B and VARIZIG is dependent on our ability to maintain continuous plasma supply and maintain our relationship with third-party contract manufacturers and suppliers, and any disruption to such relationship could have an adverse effect on the availability of these products, as well as our future results of operations and profitability.

CYTOGAM is manufactured at our facility in Beit Kama, Israel since 2023. To manufacture CYTOGAM, we engaged Prothya Biosolutions Belgium ("Prothya") as a third-party contract manufacturer to perform certain manufacturing activities required for the manufacturing of the product. In addition, CMV hyper-immune plasma for the manufacturing of CYTOGAM is supplied by CSL Behring Ltd. ("CSL Behring") through a dedicated plasma supply agreement. We have limited control and supervision over the operational processes of these organizations, which could affect our ability to maintain quality standards and could lead to business or legal disputes with these organizations. If we fail to maintain our relationship with these entities, or if these entities fail to operate in compliance with regulatory and compliance requirements, we could face supply shortages, which could adversely impact our ability to manufacture and supply CYTOGAM and could incur increased costs in finding replacement vendors. Delays in establishing a relationship with new vendors could lead to a decrease in CYTOGAM sales and a deterioration in our market position when compared with one or more of our competitors. Any of the foregoing developments could have an adverse effect upon our sales, margins and profitability.

WINRHO SDF, HEPAGAM B and VARIZIG are currently manufactured by Emergent under a contract manufacturing agreement, which was assigned to us by Saol upon the consummation of the acquisition. We are currently dependent on Emergent to secure the supply of adequate quantities of plasma needed to timely manufacture these products and we rely on their manufacturing, quality and regulatory systems to ensure that the manufacturing process complies with current Good Manufacturing Practice ("cGMP") standards and any other regulatory requirements, and that each product manufactured meets its specifications and is appropriately released for human consumption.

If we fail to maintain our relationship with Emergent, or if Emergent fails to operate in compliance with cGMP and other regulatory requirements, we could face supply shortages and may not be able to supply these products. In addition, such failure may result in increased costs and delays in transferring the manufacturing of the products to our plant in Beit Kama, Israel, or in finding a replacement manufacturer for these products and we might be required to identify a replacement supplier of the plasma which is used to produce these products. Delays in internalizing the production or establishing a relationship with a new manufacturer could lead to a decrease in these products' sales and a deterioration in our market share when compared with one or more of our competitors. Any of the foregoing developments could have an adverse effect upon our sales, margins and profitability. See also "*—Manufacturing of new plasma-derived products in our manufacturing facility requires a lengthy and challenging development project and/or technology transfer project as well as regulatory approvals, all of which may not materialize*."

Certain of our sales in our Proprietary Products segment rely on our ability to win tender bids based on the price and availability of our products in public tender processes.

Certain of our sales in our Proprietary Products segment rely on our ability to win tender bids in certain markets, including those of the World Health Organization ("WHO") and other similar health organizations. Our ability to win bids may be materially adversely affected by competitive conditions in such bid process. Our existing and new competitors may also have significantly greater financial resources than us, which they could use to promote their products and business. Greater financial resources would also enable our competitors to substantially reduce the price of their products or services. If our competitors are able to offer prices lower than us, our ability to win tender bids during the tender process will be materially affected and could reduce our total revenues or decrease our profit margins.

We rely in large part on third parties for the sale, distribution and delivery of our Proprietary Products, and any disruption to our relationships with these third-party distributors would have an adverse effect on our future results of operations and profitability.

We engage third party distributors to distribute and sell our Proprietary Products in ex-U.S. markets (other than the Israeli market). Sales through such distributors accounted for approximately 22%, 26% and 25% of our total revenues in the years ended December 31, 2024, 2023 and 2022, respectively, and we expect such sales to increase in 2025 and beyond. We are dependent on these third parties for successful marketing, distribution and sales of our Proprietary Products in these markets. If such third parties were to breach, terminate or otherwise fail to perform under our agreements with them, our ability to effectively distribute our Proprietary Products would be impaired and our business could be adversely affected. Moreover, circumstances outside of our control, such as a general economic decline, market saturation or increased competition, may influence the successful renegotiation of our contracts or the securing of favorable terms.

In addition to distribution and sales, these third-party distributors are, in some cases, responsible for the regulatory registration of our products in the local markets in which they operate, as well as responsible for participation in tenders for sale of our products. Failure of these third-party distributors to obtain and maintain such regulatory approvals and/or win tenders or provide competitive prices to our products may adversely affect our ability to sell our Proprietary Products in these markets, which in turn will negatively affect our revenues and profitability. In addition, our inability to sell our Proprietary Products in these markets may reduce our manufacturing plant utilization and effectiveness and may lead to additional reduction of profitability.

In the U.S. market we utilize a 3PL provider in connection with the distribution of CYTOGAM, WINRHO SDF, HEPGAM B and VARIZIG, which provides complete order to cash services. If such 3PL provider were to breach, terminate or otherwise fail to adequately perform under our agreement with it, including inadequate inventory management, transportation delays and incorrect temperature control during storage and handling, fails to issue invoices correctly or on a timely basis and/or fails to collect payments due to us from our U.S. customers, our ability to effectively distribute such products would be impaired, which could negatively impact our business operations and financial performance.

Disputes with distributors have arisen in the past and disputes may arise in the future, that cause the delay or termination of the development, manufacturing, supply or commercialization of our product candidates, or could result in costly litigation or arbitration that diverts management's attention and resources. In May 2022, we terminated a distribution agreement with a third-party engaged to distribute our Propriety Products in Russia and Ukraine (the "Distributor") and a power of attorney granted in connection with such distribution agreement to an affiliate of the Distributor (the "Affiliate"). On June 13, 2023, the Affiliate filed its Statement of Claim with the tribunal of first instance in Geneva, seeking alleged damages in the total amount of $6.7 million. We have filed a motion with the tribunal of first instance in Geneva challenging its jurisdiction over the Affiliate's claims, submitting that such claims should have been brought before an arbitral tribunal, as contractually agreed between the parties. In December 2024, we were advised by the tribunal of first instance in Geneva that it possesses all the necessary information to decide on its jurisdiction and its decision is expected in the coming months. Until the tribunal of first instance in Geneva rules on the motion, the Affiliate's claims will not be heard. No final decision has been made to date. At this time, it is not possible to assess the prospects of the claim against us and any potential liabilities and impact on our business. See "Item 4B. Information on the Company — Business Overview — Legal Proceedings."

Our Proprietary Products segment operates in a highly competitive market and could be negatively impacted by new competitors or the adoption of new methods of administration.

Our Proprietary Products compete with products distributed by well-established biopharmaceutical companies, including several large competitors in the plasma industry. These large competitors include CSL Behring, Takeda, and Grifols S.A. ("Grifols"), which acquired a previous competitor, Talecris Biotherapeutics, Inc. ("Talecris") in 2011, Octapharma, Kedrion (other than for KEDRAB), Biotest AG and ADMA Biologics Inc. ("ADMA"). We compete against these companies for, among other things, licenses, expertise, clinical trial patients and investigators, consultants and third-party strategic partners. We also compete with these companies for market share for certain products in the Proprietary Products segment. Our large competitors have advantages in the market because of their size, financial resources, markets and the duration of their activities and experience in the relevant market, especially in the United States and countries of the European Union. As a result, they may be able to devote more funds to research and development and new production technologies, as well as to the promotion of their products and business. These competitors may also be able to sustain longer periods of substantial reduction in the price of their products or services. These competitors also have an additional advantage regarding the availability of raw materials, as they own or control multiple plasma collection centers and/or plasma fractionation facilities.

In addition, our plasma-derived protein therapeutics face, or may face in the future, competition from existing or newly developed non-plasma products and other courses of treatments. New treatments, such as antivirals, gene therapies, small molecules, correctors, monoclonal or recombinant products, may also be developed for indications for which our products are now used, as well as courses of treatments such as subcutaneous treatment.

Our hyper-immune IgG products in the Proprietary Products segment face competition from several competing plasma derived products and non-plasma derived pharmaceuticals, mainly anti-viral. See "Item 4B "Information on the Company — Business Overview— Competition — Proprietary Products Segment."

In the AAT market, our two main competitors are Grifols and CSL Behring. For details regarding their competing products, see "Item 4B "Information on the Company — Business Overview— Competition — Proprietary Products Segment." In addition, we estimate that each of Grifols and CSL Behring owns more than 300 operating plasma collection centers located across the United States.

Furthermore, several of our competitors are conducting preclinical and clinical trials for the development of gene therapy, recombinant AAT, small molecule treatment or correctors for AATD, which if successfully developed and launched, could adversely impact our revenue and growth of sales of GLASSIA or GLASSIA-related royalties as well as affect our ability to launch our Inhaled AAT product, if approved. For example, in January 2024, Inhibrx and Sanofi announced that the companies have entered into a definitive agreement under which Aventis Inc., a subsidiary of Sanofi, will acquire all the assets and liabilities associated with INBRX-101, which was indicated to be in a registrational trial for the treatment of patients with AATD.

Similarly, if a new AAT formulation or a new route of administration with significantly improved characteristics is adopted (including, for example, aerosol inhalation or self-administering by way of subcutaneous route of administration), the market share of our current AAT product, GLASSIA, could be negatively impacted. While we are in the process of developing Inhaled AAT for AATD, our competitors may also be attempting to develop similar products. While these products may be in various stages of development, they may eventually be successfully developed and launched.

Our products generally do not benefit from patent protection and compete against similar products produced by other providers. Additionally, the development by a competitor of a similar or superior product or increased pricing competition may result in a reduction in our net sales or a decrease in our profit margins.

Our products involve biological intermediates that are susceptible to contamination and the handling of such intermediates and our final products throughout the supply chain and manufacturing process requires cold-chain handling, all of which could adversely affect our operating results.

Plasma and its derivatives are raw materials that are susceptible to damage and contamination and may contain microorganisms that cause diseases in humans, commonly known as human pathogens, any of which would render such materials unsuitable as raw material for further manufacturing. Almost immediately after collection from a donor, plasma and plasma derivatives must be stored and transported at temperatures that are at least -20 degrees Celsius (-4 degrees Fahrenheit). Improper storage or transportation of plasma or plasma derivatives by us or third-party suppliers may require us to destroy some of our raw material. In addition, plasma and plasma derivatives are also suitable for use only for certain periods of time once removed from storage. If unsuitable plasma or plasma derivatives are not identified and discarded prior to release to our manufacturing processes, it may be necessary to discard intermediate or finished products made from such plasma or plasma derivatives, or to recall any finished product released to the market, resulting in a charge to cost of goods sold and harm to our brand and reputation. Furthermore, if we distribute plasma-derived protein therapeutics that are produced from unsuitable plasma because we have not detected contaminants or impurities, we could be subject to product liability claims and our reputation would be adversely affected.

Despite overlapping safeguards, including the screening of donors and other steps to remove or inactivate viruses and other infectious disease-causing agents, the risk of transmissible disease through plasma-derived protein therapeutics cannot be entirely eliminated. If a new infectious disease was to emerge in the human population, the regulatory and public health authorities could impose precautions to limit the transmission of the disease that would impair our ability to manufacture our products. Such precautionary measures could be taken before there is conclusive medical or scientific evidence that a disease poses a risk for plasma-derived protein therapeutics. In recent years, new testing and viral inactivation methods have been developed that more effectively detect and inactivate infectious viruses in collected plasma. There can be no assurance, however, that such new testing and inactivation methods will adequately screen for, and inactivate, infectious agents in the plasma or plasma derivatives used in the production of our plasma-derived protein therapeutics. Additionally, this could trigger the need for changes in our existing inactivation and production methods, including the administration of new detection tests, which could result in delays in production until the new methods are in place, as well as increased costs that may not be readily passed on to our customers.

Plasma and plasma derivatives can also become contaminated through the manufacturing process itself, such as through our failure to identify and purify contaminants through our manufacturing process or failure to maintain a high level of sterility within our manufacturing facilities.

Once we have manufactured our plasma-derived therapeutics, they must be handled carefully and kept at appropriate temperatures. Our failure, or the failure of third parties that supply, ship, store or distribute our products, to properly care for our plasma-derived products, may result in the requirement that such products be destroyed.

While we expect work-in-process inventories scraps in the ordinary course of business because of the complex nature of plasma and plasma derivatives, our processes and our plasma-derived therapeutics, unanticipated events may lead to write-offs and other costs in amounts materially higher than our expectations. We have, in the past, experienced situations that have caused us to write-off the value of inventories. Such write-offs and other costs could materially adversely affect our operating results. Furthermore, contamination of our plasma-derived protein therapeutics could cause consumers or other third parties with whom we conduct business, to lose confidence in the reliability of our manufacturing procedures, which could materially adversely affect our sales and operating results.

Our ability to continue manufacturing and distributing our plasma-derived therapeutics depends on continued adherence by us and contract manufacturers to current Good Manufacturing Practice regulations.

The manufacturing processes for our products are governed by detailed written procedures and regulations that are set forth in cGMP requirements for blood products, including plasma and plasma derivative products. Failure to adhere to established procedures or regulations, or to meet a specification set forth in cGMP requirements, could require that a product or material be rejected and destroyed. There are relatively few opportunities for us or contract manufacturers to rework, reprocess or salvage nonconforming materials or products. Any failure in cGMP inspection will affect marketing in other territories, including the U.S. and Israel.

The adherence by us and our contract manufacturers to cGMP regulations and the effectiveness of applicable quality control systems are periodically assessed through inspections of the manufacturing facility, including our manufacturing facility in Beit Kama, Israel, by the FDA, the IMOH and regulatory authorities of other countries. Such inspections could result in deficiency citations, which would require us or our contract manufacturers to take action to correct those deficiencies to the satisfaction of the applicable regulatory authorities. If serious deficiencies are noted or if we or our contract manufacturers are unable to prevent recurrences, we may have to recall products or suspend operations until appropriate measures can be implemented. The FDA could also stop the import of products into the United States if there are potential deficiencies. Such deficiencies may also affect our ability to obtain government contracts in the future. We are required to report certain deviations from procedures to the FDA. Even if we determine that the deviations were not material, the FDA could require us or our contract manufacturers to take certain measures to address the deviations. Since cGMP reflects ever-evolving standards, we regularly need to update our manufacturing processes and procedures to comply with cGMP. These changes may cause us to incur additional costs and may adversely impact our profitability. For example, more sensitive testing assays (if and when they become available) may be required or existing procedures or processes may require revalidation, all of which may be costly and time-consuming and could delay or prevent the manufacturing of a product or launch of a new product.

We may face manufacturing stoppages and other challenges associated with audits or inspections by regulatory agencies.

The regulatory authorities may, at any time and from time to time, audit the facilities in which our products are manufactured. If any such inspection or audit of such facilities identifies a failure to comply with applicable regulations, or if a violation of our product specifications or applicable regulations occurs independently of such an inspection or audit, the relevant regulatory authority may require remedial measures that may be costly or time consuming for us to implement and that may include the temporary or permanent suspension of commercial sales or the temporary or permanent closure of a facility. Any such remedial measures imposed upon us or with whom we contract, could materially harm our business.

Manufacturing of new plasma-derived products in our manufacturing facility, or the manufacture of Proprietary Products by third parties, requires a lengthy and challenging development project and/or technology transfer project as well as regulatory approvals, all of which may not materialize.

The manufacturing of newly marketed or investigational plasma-derived products in our plant, or the manufacture of Proprietary Products by third parties, requires a lengthy and challenging development project and/or technology transfer project, which involves the transfer of the know-how and capabilities to manufacture the new product. Such projects are usually complex and involve investment of significant time (approximately three to four years) and resources. There is no assurance that such development and/or technology transfer projects will be successful and will allow us to manufacture the new product according to its required specifications.

Such development and/or technology transfer projects require regulatory approval by the FDA and/or EMA and/or Health Canada or other relevant regulatory agencies. Obtaining such regulatory approval may require activities such as the manufacturing of comparable batches and/or performing comparability non-clinical and/or clinical studies between the product manufactured by its existing manufacturer and the product manufactured at our manufacturing facility. There is no assurance that we will be able to provide supporting comparability results that meet all regulatory requirements needed to obtain the regulatory approval required to be able to commence commercial manufacturing of new plasma-derived products in our manufacturing plant. For example, any transfer to our manufacturing facility of the manufacture of WINRHO SDF, HEPGAM B and VARIZIG, which would require the execution of a new revised contract manufacturing agreement with Emergent, would be subject to a technology transfer and regulatory approvals.

Additionally, development and technology transfer projects may be adversely affected by a lack of cooperation from third-party manufacturers, potentially leading to delays, budget overruns, or gaps in knowledge transfer. Such lack of cooperation could hinder our ability to effectively transfer necessary know-how and capabilities, complicating the development and technology transfer process.

If we are unable to adequately complete the required development and/or technology transfer projects or subsequently obtain the required regulatory approvals, we will not be able to meet commercial demand, incur additional costs and may suffer reduced profitability or operating losses.

We could become supply-constrained, and our financial performance could suffer, if we were unable to obtain adequate quantities of source plasma, plasma derivatives or specialty ancillary products that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, or if our suppliers were to fail to modify their operations to meet regulatory requirements or if prices of source plasma or plasma derivatives were to rise significantly.

While we own and operate our own plasma collection centers in the United States, our proprietary products continue to depend, to a large degree, on our access to U.S., European or other territories' hyper-immune plasma or plasma derivatives, such as fraction IV. Despite expanding and further establishing our U.S. plasma collection operations in order to reduce our dependency on third-party suppliers in terms of plasma supply needs, we currently purchase these plasma products from third-party licensed suppliers, some of which are also responsible for the plasma fractionation process, pursuant to multiple purchase agreements. We have entered into (and in connection with our acquired four FDA approved products, we assumed) a number of plasma supply agreements with various third parties in the United States and Europe. These agreements contain various termination provisions, including upon a material breach of either party, force majeure and, with respect to supply agreements with strategic partners, the failure or delay on the part of either party to obtain the applicable regulatory approvals or the termination of the principal strategic relationship. If we are unable to obtain required quantities of source plasma or fraction IV plasma that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel from these providers, we may be unable to find an alternative cost-effective source.

In order for plasma and fraction IV plasma to be used in the manufacturing of our plasma-derived protein therapeutics, the individual centers at which the plasma is collected must be registered with and meet the regulatory requirements of the relevant regulatory authorities, such as the FDA, the EMA Health Canada or the regulatory authorities in Israel. When a new plasma collection center is opened, and on an ongoing basis after its registration, it must be inspected by the applicable regulatory authority for compliance with cGMP and other regulatory requirements. An unsatisfactory inspection could prevent a new center from being established or lead to the suspension or revocation of an existing registration. If relevant regulatory authorities determine that a plasma collection center did not comply with cGMP in collecting plasma, we may be unable to use and may ultimately destroy plasma collected from that center, which may impact on our ability to timely meet our manufacturing and supply obligations. Additionally, if noncompliance in the plasma collection process is identified after the impacted plasma has been pooled with compliant plasma from other sources, entire plasma pools, in-process intermediate materials and final products could be impacted, such as through product destruction or rework. Consequently, we could experience significant inventory impairment provisions and write-offs, which could adversely affect our business and financial results.

In addition, the plasma supplier's fractionation process must also meet standards of the FDA, the EMA, Health Canada or the regulatory authorities in Israel. If a plasma supplier is unable to meet such standards, we will not be able to use the plasma derivatives provided by such supplier, which may impact on our ability to timely meet our manufacturing and supply obligations.

The plasma collection process is dependent on donors arriving in plasma collection centers and agreeing to donate plasma. Factors such as changes in reimbursement rates, competition for donors, and declining donor loyalty may lead to a decrease in the number of donors, which may negatively impact our ability to obtain adequate quantities of plasma. During major healthcare events (such as during the COVID-19 pandemic) the number of donors attending plasma collection centers decreases, which may adversely affect the availability of plasma and its derivatives. A significant shortage in plasma supply may adversely affect our ability to continue manufacturing our products, may result in shortages in our products in the market, and may result in reduced sales and profitability.

To the extent that we were unable to obtain required quantities of source plasma or plasma derivatives that meet the regulatory standards of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, we could be limited in our ability to maintain or increase current manufacturing levels of our plasma derived commercial products and product candidates. As a result, we could experience a substantial decrease in total revenues or profit margins, a potential breach of distribution agreements, a loss of customers, a negative effect on our reputation as a reliable supplier of plasma derivative products or a substantial delay in our production and strategic growth plans.

The ability to increase plasma collections may be limited, our supply of plasma and plasma derivatives could be disrupted or the cost of plasma and plasma derivatives could increase substantially, as a result of numerous factors, including a reduction in the donor pool, increased regulatory requirements, decreased number of plasma supply sources due to consolidation and new indications for plasma-derived protein therapeutics, which could increase demand for plasma and plasma derivatives and lead to shortages.

We also continue to be dependent on a number of suppliers who supply specialty ancillary products used in the production process, such as specific gels and filters. Each of these specialty ancillary products is provided by a single, exclusive supplier. If these suppliers were unable to provide us with these specialty ancillary products, if our relationships with these suppliers deteriorate, if these suppliers fail to meet our vendors qualification processes, or if these suppliers' operations are negatively affected by regulatory enforcement due to noncompliance, the manufacture and distribution of our products would be materially adversely affected, which would adversely affect our sales and results of operations. See "*—If we experience equipment difficulties or if the suppliers of our equipment or disposable goods fail to deliver key product components or supplies in a timely manner, our manufacturing ability would be impaired and our product sales could suffer."*

Some of our required specialty ancillary products and other materials used in the manufacturing process are commonly used in the healthcare industry worldwide. If the global demand for these products increases due to healthcare issues, epidemics or pandemics, our ability to secure adequate supply at reasonable cost of such products may be negatively affected, which would materially adversely affect our ability to manufacture and distribute our products, which would adversely affect our sales and results of operations.

In addition, regulatory requirements, including cGMP regulations, continually evolve. Failure of our plasma suppliers to adjust their operations to conform to new standards as established and interpreted by applicable regulatory authorities would create a compliance risk that could impair our ability to sustain normal operations.

In addition, if the purchase prices of the source plasma or plasma derivatives that we use to manufacture our Proprietary Products were to rise significantly, we may not be able to pass along these increased plasma and plasma-derivative prices to our customers. Prices in many of our principal markets are subject to local regulation and certain pharmaceutical products, such as plasma-derived protein therapeutics, are subject to price controls. Any inability to pass costs on to our customers due to these factors or others would reduce our profit margins. In addition, most of our competitors have the ability to collect their own source plasma or produce their own plasma derivatives, and therefore their products' prices would not be impacted by such a price rise, and as a result any pricing changes by us in order to pass higher costs on to our customers could render our products noncompetitive in certain territories.

Disruption of the operations of our current or any future plasma collection center due to regulatory impediments or otherwise would cause us to become supply constrained and our financial performance would suffer.

In March 2021, we acquired our FDA-licensed plasma collection center in Beaumont, Texas, which specializes in the collection of hyper-immune plasma to be used in the manufacture of KAMRHO (D), KAMRAB and KEDRAB. In 2024, we significantly expanded our plasma collection operations with the opening of our new plasma collection center in Houston, Texas, which is expected to become one of the largest hyper-immune plasma collection sites in the United States and will also collect normal source plasma for sale to third parties. In addition, we are in the advanced stages of construction of our third plasma collection site in San Antonio, Texas, which is expected to open by the end of the first quarter of 2025. In the future we may leverage our experience with plasma collection to establish additional plasma collection centers in the United States, with the intention of collecting normal source plasma to be sold for manufacturing by third parties, as well as hyper-immune specialty plasma required for manufacturing of our Proprietary Products.

In order for plasma to be used in the manufacturing of our products, the individual centers at which plasma is collected must be registered with and meet the regulatory requirements of the regulatory authorities, such as the FDA and the EMA, of those countries in which we sell our products. When a new plasma collection center is opened, it must be inspected on an ongoing basis after its approval by the FDA and the EMA for compliance with cGMP and other regulatory requirements, and these regulatory requirements are subject to change. An unsatisfactory inspection could prevent a new center from being established or risk the suspension or revocation of an existing registration. In order for a plasma collection center to maintain its governmental registration, its operations must continue to conform to cGMP and other regulatory requirements or recommendations which may be applicable from time to time.

If it would be determined that any of our plasma collection centers did not comply with cGMP, or other regulatory requirements in collecting plasma, we may be unable to use and may ultimately be required to destroy plasma collected from that center, which would be recorded as a charge to cost of goods. Additionally, if noncompliance in the plasma collection process is identified after the impacted plasma has been pooled with compliant plasma from other sources, entire plasma pools, in-process intermediate materials and final products could be impacted. Consequently, we could experience significant inventory impairment provisions and write-offs if it was determined that any of our plasma collection centers did not comply with cGMP in collecting plasma.

We plan to increase our supplies of plasma for use in our manufacturing processes through collections at our plasma collection centers. This strategy is dependent upon our ability to successfully establish and register any new center, to maintain compliance with all FDA and other regulatory requirements in all centers and to attract donors to our centers.

Our ability to increase and improve the efficiency of plasma collection at any current or future plasma collection center may be affected by: (i) changes in the economic environment and population in selected regions where we operate plasma collection centers; (ii) the entry of competitive centers into regions where we operate; (iii) our misjudging the demographic potential of individual regions where we expect to increase production and attract new donors; (iv) unexpected facility related challenges; (v) unexpected management challenges at select plasma collection centers; or (vi) changes to regulatory requirements.

The biologic properties of plasma and plasma derivatives are variable, which may impact our ability to consistently manufacture our products in accordance with the approved specifications.

While our manufacturing processes were developed to meet certain product specifications, variations in the biologic properties of the plasma or plasma derivatives as well as the manufacturing processes themselves may result in out of specification results during the manufacturing of our products. While we expect certain work-in-process inventories scraps in the ordinary course of business because of the complex nature of plasma and plasma derivatives, our processes and our plasma-derived protein therapeutics, unanticipated events may lead to write-offs and other costs in amounts that are materially higher than our expectations. We have, in the past, experienced situations that have caused us to write-off the value of our products. Such write-offs and other costs could materially adversely affect our operating results.

The biologic properties of plasma and plasma derivatives are variable, which may adversely impact our levels of product yield from our plasma or plasma derivative supply.

Due to the nature of plasma, there will be variations in the biologic properties of the plasma or plasma derivatives we purchase that may result in fluctuations in the obtainable yield of desired fractions, even if cGMP is followed. Lower yields may limit production of our plasma-derived protein therapeutics because of capacity constraints. If these batches of plasma with lower yields impact production for extended periods, we may not be able to fulfill orders on a timely basis and the total capacity of product that we are able to market could decline and our cost of goods sold could increase, thus reducing our profitability.

Usage of our products may lead to serious and unexpected side effects, which could materially adversely affect our business and may, among other factors, lead to our products being recalled and our reputation being harmed, resulting in an adverse effect on our operating results.

The use of our plasma-derived protein therapeutics may produce undesirable side effects or adverse reactions or events. For the most part, these side effects are known, are expected to occur at some frequency and are described in the products' labeling. Known side effects of several plasma-derived therapeutics include headache, nausea and additional common protein infusion related events, such as flu-like symptoms, dizziness and hypertension. The occurrence of known side effects on a large scale could adversely affect our reputation and public image, and hence also our operating results.

In addition, the use of our plasma-derived protein therapeutics may be associated with serious and unexpected side effects, or with less serious reactions at a greater than expected frequency. This may be especially true when our products are used in critically ill patient populations. When these unexpected events are reported to us, we typically make a thorough investigation to determine causality and implications for product safety. These events must also be specifically reported to the applicable regulatory authorities, and in some cases, also to the public by media channels. If our evaluation concludes, or regulatory authorities perceive, that there is an unreasonable risk associated with one of our products, we would be obligated to withdraw the impacted lot or lots of that product or, in certain cases, to withdraw the product entirely. Furthermore, it is possible that an unexpected side effect caused by a product could be recognized only after extensive use of the product, which could expose us to product liability risks, enforcement action by regulatory authorities and damage to our reputation.

We are subject to several existing laws and regulations in multiple jurisdictions, non-compliance with which could adversely affect our business, financial condition and results of operations, and we are susceptible to a changing regulatory environment, which could increase our compliance costs or reduce profit margins.

Any new product must undergo lengthy and rigorous testing and other extensive, costly, and time-consuming procedures mandated by the FDA and similar authorities in other jurisdictions, including the EMA and the regulatory authorities in Israel. Our facilities and those of our contract manufacturers must be approved and licensed prior to production and remain subject to inspection from time to time thereafter. Failure to comply with the requirements of the FDA or similar authorities in other jurisdictions, including a failed inspection or a failure in our reporting system for adverse effects of our products experienced by the users of our products, or any other non-compliance, could result in warning letters, product recalls or seizures, monetary sanctions, injunctions to halt the manufacture and distribution of products, civil or criminal sanctions, import or export restrictions, refusal or delay of a regulatory authority to grant approvals or licenses, restrictions on operations or withdrawal of existing approvals and licenses. Furthermore, we may experience delays or additional costs in obtaining new approvals or licenses, or extensions of existing approvals and licenses, from a regulatory authority due to reasons that are beyond our control such as changes in regulations or a shutdown of the U.S. federal government, including the FDA, or similar governing bodies or authorities in other jurisdictions. In addition, while we have established and are in the process of establishing plasma collection centers in the United States, we continue to rely on, Kedrion, CSL Behring, Emergent, Takeda and additional plasma suppliers, for plasma collection required for the manufacturing of KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPGAM B and VARIZIG and other Proprietary Products, and in the case of Kedrion and Takeda, for the distribution of these products in the United States (and in the case of Takeda, commencing in 2024, also in Canada and potentially in Australia and New Zealand). In performing such services for us, these plasma suppliers are required to comply with certain regulatory requirements. Any failure by these plasma suppliers to properly advise us regarding, or properly perform tasks related to, regulatory compliance requirements, could adversely affect us. Any of these actions could cause direct liabilities, a loss in our ability to market each of KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPGAM B and VARIZIG, and/or other Proprietary Products, or a loss of customer confidence in us or in our Proprietary Products, which could materially adversely affect our sales, future revenues, reputation, and results of operations. Similarly, we rely on other third-party vendors, for example, in the testing, handling, and distributions of our products. If any of these companies incur enforcement action from regulatory authorities due to noncompliance, this could negatively affect product sales, our reputation and results of operations. In addition, we rely on other distributors of our other Proprietary Products, for purposes of our distribution-related regulatory compliance for the products they distribute in the territories in which they operate. Any failure by such distributors to properly advise us regarding, or properly perform tasks related to, regulatory compliance requirements, could adversely affect our sales, future revenues, reputation and results of operations.

Changes in our production processes for our products may require supplemental submissions or prior approval by the FDA and/or similar authorities in other jurisdictions. Failure to comply with any requirements as to production process changes dictated by the FDA or similar authorities in other jurisdictions could also result in warning letters, product recalls or seizures, monetary sanctions, injunctions to halt the manufacture and distribution of products, civil or criminal sanctions, refusal or delay of a regulatory authority to grant approvals or licenses, restrictions on operations or withdrawal of existing approvals and licenses.

In addition, we rely on Takeda to share with us any relevant information with respect to changes in the manufacturing of GLASSIA or its usage which may be applicable in order to update the products registration file in certain ROW markets in which it is currently registered and/or distributed or may be registered and/or distributed in the future.

Furthermore, changes in the regulation of our activities, such as increased regulation affecting quality or safety requirements or new regulations such as limitations on the prices charged to customers in the United States, Israel or other jurisdictions in which we operate, could materially adversely affect our business. In addition, the requirements of different jurisdictions in which we operate may become less uniform, creating a greater administrative burden and generating additional compliance costs, which would have a material adverse effect on our profit margins. See also – "*Regulatory approval for our products is limited by the FDA, EMA, the IMOH and similar authorities in other jurisdictions to those specific indications and conditions for which clinical safety and efficacy have been demonstrated, and the prescription or promotion of off-label uses could adversely affect our business.*"; and "*—Laws and regulations governing the conduct of international operations may negatively impact our development, manufacture, and sale of products outside of the United States and require us to develop and implement costly compliance programs." and "—Uncertainty surrounding and future changes to healthcare law in the United States and other United States Government related mandates may adversely affect our business."*

If we experience equipment difficulties or if the suppliers of our equipment or disposable goods fail to deliver key product components or supplies in a timely manner, our manufacturing ability would be impaired, and our product sales could suffer.

For certain equipment and supplies, we depend on a limited number of companies that supply and maintain our equipment and provide supplies such as chromatography resins, filter media, glass bottles and stoppers used in the manufacture of our plasma-derived protein therapeutics. If our equipment were to malfunction, or if our suppliers stop manufacturing or supplying such machinery, equipment or any key component parts, the repair or replacement of the machinery may require substantial time and cost and could disrupt our production and other operations. Alternative sources for key component parts or disposable goods may not be immediately available. In addition, any new equipment or change in supplied materials may require revalidation by us or review and approval by the FDA, the EMA, the IMOH or other regulatory authorities, which may be time-consuming and require additional capital and other resources. We may not be able to find an adequate alternative supplier in a reasonable time period, or on commercially acceptable terms, if at all. As a result, shipments of affected products may be limited or delayed. Our inability to obtain our key source supplies for the manufacture of products may require us to delay shipments of products, harm customer relationships and force us to curtail operations.

The nature of producing and developing plasma-derived protein therapeutics may prevent us from responding in a timely manner to market forces and effectively managing our production capacity.

The production of plasma-derived protein therapeutics is a lengthy and complex process. Our ability to match our production of plasma-derived protein therapeutics to market demand is imprecise and may result in a failure to meet the market demand for our plasma-derived protein therapeutics or potentially in an oversupply of inventory. Failure to meet market demand for our plasma-derived protein therapeutics may result in customers transitioning to available competitive products, resulting in a loss of segment share or distributor or customer confidence. In the event of an oversupply in the market, we may be forced to lower the prices we charge for some of our plasma-derived protein therapeutics, record asset impairment charges or take other action which may adversely affect our business, financial condition and results of operations.

We have been required to conduct post-approval clinical trials of GLASSIA and KEDRAB as a commitment to continuing marketing such products in the United States, and we may be required to conduct post-approval clinical trials as a condition to licensing or distributing other products.

When a new product is approved, the FDA or other regulatory authorities may require post-approval clinical trials, sometimes called Phase 4 clinical trials. For example, the FDA has required that we conduct Phase 4 clinical trials of GLASSIA and for KEDRAB. Such Phase 4 clinical trials are aimed at collecting additional safety data, such as the immune response in the body of a human or animal, commonly referred to as immunogenicity, viral transmission, levels of the protein in the lung, or epithelial lining fluid, and certain efficacy endpoints requested by the FDA. If the results of such trials are unfavorable and demonstrate a previously undetected risk or provide new information that puts patients at risk, or if we fail to complete such trials as instructed by the FDA, this could result in receiving a warning letter from the FDA and the loss of the approval to market the product in the United States and other countries, or the imposition of restrictions, such as additional labeling, with a resulting loss of sales. Furthermore, there can be no assurance that the FDA will accept the results of any post-marketing commitment study, such as the results of the KEDRAB study, and under certain circumstances the FDA may require a subsequent study. Other products we develop may face similar requirements, which would require additional resources and which may not be successful. We may also receive approval that is conditioned on successful additional data or clinical development, and failure in such further development may require similar changes to our product label or result in revocation of our marketing authorization.

Risks Related to Our Distribution Segment

Our Distribution segment is dependent on a few suppliers, and any disruption to our relationship with these suppliers, or their inability to supply us with the products we sell, in a timely manner, in adequate quantities and/or at a reasonable cost, would have a material adverse effect on our business, financial condition and results of operations.

Sales of products supplied by Biotest A.G., Kedrion, Chiesi Farmaceutici S.p.A, Bio Products Laboratories ("BPL") and Valneva SE, which are sold in our Distribution segment, together represented approximately 8%, 18% and 20% of our total revenues for the years ended December 31, 2024, 2023 and 2022, respectively. While we have distribution agreements with each of our suppliers, these agreements do not obligate these suppliers to provide us with minimum amounts of our Distribution segment products. Purchases of our Distribution segment products from our suppliers are typically on a purchase order basis. We work closely with our suppliers to develop annual forecasts, but these forecasts are not obligations or commitments. However, if we fail to submit purchase orders that meet our annual forecasts or if we fail to meet our minimum purchase obligations, we could lose exclusivity or, in certain cases, the distribution agreement could be terminated.

These suppliers may experience capacity constraints that result in their being unable to supply us with products in a timely manner, in adequate quantities and/or at a reasonable cost. Contributing factors to supplier capacity constraints may include, among other things, industry or customer demands in excess of machine capacity, labor shortages, changes in raw material flows or shortages in raw materials, which may result from different market conditions including, but not limited to, shortages resulting from increased global demand for these raw materials due to global healthcare issues, epidemics and pandemics. These suppliers may also choose not to supply us with products at their discretion or raise prices to a level that would render our products noncompetitive. Any significant interruption in the supply of these products could result in us being unable to meet the demands of our customers, which would have a material adverse effect on our business, financial condition and results of operations as a result of being required to pay fines or penalties, be subject to claims of reach of contract, loss of reputation or even termination of agreement.

If our relationship with these suppliers were to deteriorate, our distribution sales could be adversely affected.

Additionally, our future growth in the Distribution segment is dependent on our ability to successfully engage other manufacturers for distribution in Israel of other products. Failure to engage new suppliers may have an adverse effect on our revenue growth and profitability.

Certain of our sales in our Distribution segment rely on our ability to win tender bids based on the price and availability of our products in annual public tender processes.

Certain of our sales in our Distribution segment rely on our ability to win tender bids during the annual tender process in Israel, as well as on sales to Health Maintenance Organizations (HMOs), hospitals and to the IMOH. The prices we can offer, as well as the availability of products, are key factors in the tender process. If our suppliers in the Distribution segment cannot sell us products at a competitive price or cannot guarantee sufficient quantities of products, we may lose the tenders. In addition, our ability to win bids may be materially adversely affected by competitive conditions in a bid process. Existing and new competitors may also have significantly greater financial resources than us, which they could use to promote their products and business. Greater financial resources would also enable our competitors to substantially reduce the price of their products or services. If our competitors are able to offer prices lower than us, our ability to win tender bids during the annual tender process will be materially affected and could reduce our total revenues or decrease our profit margins.

The challenges we face in winning tender bids in the Distribution segment are compounded by historical price fluctuations of certain of our products in the segment as a result of changes in the production capacity available in the industry, the availability and pricing of plasma, development of competing products and the availability of alternative therapies. Higher prices for plasma-derived protein therapeutics have traditionally spurred increases in plasma production and collection capacity, resulting over time in increased product supply and lower prices. As demand continues to grow, if plasma supply and manufacturing capacity do not commensurately expand, prices tend to increase. Additionally, consolidation in plasma companies has led to a decrease in the number of plasma suppliers in the world, as either manufacturers of plasma-based pharmaceuticals purchase plasma suppliers or plasma suppliers are shut down in response to the number of manufacturers of plasma-based pharmaceuticals decreasing, which may lead to increased prices. We may not be able to pass along these increased plasma and plasma-derivative prices to our customers, which would reduce our profit margins.

Our Distribution segment is dependent on a few customers, and any disruption to our relationship with these customers, or our inability to supply, in a timely manner, in adequate quantities and/or at a reasonable cost, would have a material adverse effect on our business, financial condition and results of operations.

The Israeli market for drug products includes a relatively small number of HMOs and several hospitals. Sales to Clalit Health Services, Israel's largest HMO, accounted for approximately 48%, 34% and 46% of our Distribution segment revenues in the years ended December 31, 2024, 2023 and 2022, respectively.

If our relationship with any of our Israeli customers deteriorated, our distribution sales could be adversely affected. Failure to maintain our existing relationships with these customers could lead to a decrease in our revenues and profitability.

Before we may sell products in the Distribution segment, we must register the products with the IMOH and there can be no assurance that such registration will be obtained.

Before we may sell products in the Distribution segment in Israel, we must register the products, at our own expense, with the IMOH. We cannot predict how long the registration process of the IMOH may take or whether any such registration ultimately will be obtained. The IMOH has substantial discretion in the registration process, and we can provide no assurance of success of registration. Our business, financial condition or results of operations could be materially adversely affected if we fail to receive IMOH registration for the products in the Distribution segment.

Our Distribution segment is a low-margin business and our profit margins may be sensitive to various factors, some of which are outside of our control.

Our Distribution segment is characterized by high volume sales with relatively low profit margins. Volatility in our pricing may have a direct impact on our profitability. Prolonged periods of product cost inflation may have a negative impact on our profit margins and results of operations to the extent we are unable to pass on all or a portion of such product cost increases to our customers. In addition, if our product mix changes, we may face increased risks of compression of our margins, as we may be unable to achieve the same level of profit margins as we are able to capture on our existing products. Our inability to effectively price our products or to reduce our expenses due to volatility in pricing could have a material adverse impact on our business, financial condition or results of operations.

We may be subject to milestone payments in connection with our Distribution segment products irrespective of whether the commercialization is successful.

Certain of our agreements in the Distribution segment, including agreements for distribution of biosimilar product candidates, require us to make milestone payments in advance of product launch. In some cases, we may not be able to obtain reimbursement for such payments. To the extent that we are not ultimately able to recoup these payments, our business, financial position and results of operations may be adversely affected.

We face significant competition in our Distribution segment from companies with greater financial resources.

In the Distribution segment, we face competition for our distribution products that are marketed in Israel and compete for market share. We believe that there are several companies active in the Israeli market distributing the products of several manufacturers whose comparable products compete with the products we distribute as part of our Distribution segment. In the plasma area, these manufacturers include Grifols, Takeda and CSL Behring. In other specialties and biosimilar products, we compete with products produced by some of the largest pharmaceutical manufacturers in the world, such as Novartis AG, AstraZeneca AB, Sanofi and GlaxoSmithKline. Each of these competitors sells its products through a local subsidiary or a local representative in Israel. Our existing and new competitors may have significantly greater financial resources than us, which they could use to promote their products and business or reduce the price of their products or services. If we are unable to maintain or increase our market share, we may need to reduce prices and may suffer reduced profitability or operating losses, which could have a material adverse impact on our business, financial condition or results of operations.

In recent years we entered into agreements for future distribution in Israel of several biosimilar product candidates, and the successful future distribution of these products, which is important for the continued growth of the Distribution segment as a whole, is dependent upon several factors some of which are beyond our control.

Over the past several years we entered into agreements with respect to planned distribution in Israel of certain biosimilar product candidates. Biosimilar products are highly similar to biological products already licensed for distribution by the FDA, EMA or any other relevant regulatory agency, notwithstanding minor differences in clinically inactive components, and that they have no clinically meaningful differences, as compared to the marketed biological products in terms of the safety, purity and potency of the products. The similar nature of a biosimilar and a reference product is demonstrated by comprehensive comparability studies covering quality, biological activity, safety and efficacy.

In order to launch biosimilar products in Israel, we would need to obtain IMOH marketing authorization, which will be subject to prior authorization to be obtained by the manufacturer of the biosimilar product from the FDA or the EMA. Even if an FDA or EMA authorization is provided, there can be no assurance that the IMOH will accept such authorization as a reference and will grant us the authorization to distribute such biosimilar products in the Israeli market. In the event we will not be able to obtain the necessary marking authorization to launch the products, we may not generate the expected sale and profitability from these products, which could have a material adverse impact on our business, financial condition or results of operations. Delays in the commercialization of such biosimilar products, including due to delays in obtaining marketing authorization, may expose us to increased competition, due to the entry of new competitors into the market, which may adversely impact our potential sales and profitability from these products.

Innovative pharmaceutical products are generally protected for a defined period by various patents (including those covering drug substance, drug product, approved indications, methods of administration, methods of manufacturing, formulations and dosages) and/or regulatory exclusivity, which are intended to provide their holders with exclusive rights to market the products for the life of the patent or duration of the regulatory data protection period. Biosimilar products are intended to replace such innovative pharmaceutical products upon the expiration or termination of their exclusivity period or in such markets whereby such exclusivity does not exist. The launch of a biosimilar product may potentially result in the infringement of certain IP rights and exclusivity and be subject to potential legal proceedings and restraining orders affecting its potential launch. Such intellectual property threats may preclude the commercialization of such biosimilar product candidates, limit the indications for which they can be marketed, and may result in incurring significant legal expenses and liabilities. Consequently, we may not generate the expected sale and profitability from these products, which could have a material adverse impact on our business, financial condition or results of operations.

In addition, the commercialization of biosimilars includes the potential for steeper than anticipated price erosion due to increased competitive intensity, and lower uptake for biosimilars due to various factors that may vary for different biosimilars (e.g., anti-competitive practices, physician reluctance to prescribe biosimilars for existing patients taking the originator product, or misaligned financial incentives), all of which may affect our potential sales and profitability from these products which could have a material adverse impact on our business, financial condition or results of operations.

Risks Related to Development, Regulatory Approval and Commercialization of Product Candidates

Drug product development, including preclinical and clinical trials is a lengthy and expensive process and may not result in receipt of regulatory approval.

Before obtaining regulatory approval for the sale of our product candidates, including Inhaled AAT for AATD, or for the marketing of existing products for new indications, we must conduct, at our own expense, extensive preclinical tests to demonstrate the safety of our product candidates in animals and clinical trials to demonstrate the safety and efficacy of our product candidates in humans. We cannot predict how long the approval processes of the FDA, the EMA, the regulatory authorities in Israel or any other applicable regulatory authority or agency for any of our product candidates will take or whether any such approvals ultimately will be granted. The FDA, the EMA, the regulatory authorities in Israel and other regulatory agencies have substantial discretion in the relevant drug approval process over which they have authority, and positive results in preclinical testing or early phases of clinical studies offer no assurance of success in later phases of the approval process. The approval process varies from country to country and the requirements governing the conduct of clinical trials, product manufacturing, product licensing, pricing and reimbursement vary greatly from country to country.

Preclinical and clinical testing is expensive, is difficult to design and implement, can take many years to complete and is uncertain as to its outcome. A failure of one or more of our clinical trials can occur at any stage of testing. For example, our Phase 2/3 clinical trial in Europe for Inhaled AAT for AATD did not meet its primary or secondary endpoints and consequently, in June 2017, we reported on our decision to withdraw the Marketing Authorization Application ("MAA") in Europe for our Inhaled AAT for AATD.

Each inhaled formulation of AAT, including Inhaled AAT for AATD, is being developed with a specific nebulizer produced by PARI, and the occurrence of an adverse market event or PARI's non-compliance with its obligations would have a material adverse effect on the commercialization of any inhaled formulation of AAT.

We are dependent upon PARI GmbH ("PARI") for the development and commercialization of any inhaled formulation of AAT, including our Inhaled AAT for AATD. We have an agreement with PARI, pursuant to which it is required to obtain the appropriate clearance to market PARI's proprietary eFlow® device, which is a device required for the administration of inhaled formulation of AAT, from the EMA and FDA for use with Inhaled AAT for AATD. See "Item 4B. Information on the Company — Business Overview — *Strategic Partnerships — PARI*." Failure of PARI to achieve these authorizations, or to maintain operations in regulatory compliance, will have a material adverse effect on the commercialization of any inhaled formulation of AAT, including Inhaled AAT for AATD, which would harm our growth strategy.

Additionally, pursuant to the agreement, PARI is obligated to manufacture and supply all of the market demand for the eFlow device for use in conjunction with any inhaled formulation of AAT and we are required to purchase all of our volume requirements from PARI. Any event that permanently, or for an extended period, prevents PARI from supplying the required quantity of devices would have an adverse effect on the commercialization of any inhaled formulation of AAT, including Inhaled AAT for AATD.

Lastly, we rely on PARI to ensure that the eFlow device is not violating or infringing on any third-party intellectual property or patents. PARI's inability to ensure its freedom to operate may have a significant effect on our ability to continue the development of our Inhaled AAT product candidate as well as potentially commercializing it.

We rely on third parties to conduct our preclinical and clinical trials. The failure of these third parties to successfully carry out their contractual duties or meet expected deadlines could substantially harm our business because we may not obtain regulatory approval for, or commercialize, our product candidates in a timely manner or at all.

We rely upon third-party contractors, such as university researchers, study sites, preclinical service providers, physicians and contract research organizations ("CROs"), to conduct, monitor and manage data for our current and future preclinical and clinical programs. We expect to continue to rely on these parties for execution of our preclinical and clinical trials, and we control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol and legal, regulatory and scientific standards, and our reliance on such third-party contractors does not relieve us of our regulatory responsibilities. With respect to clinical trials, we and our CROs are required to comply with current Good Clinical Practices ("GCP"), which are regulations and guidelines enforced by the FDA, the EMA and comparable foreign regulatory authorities for all of our products in clinical development. Regulatory authorities enforce these GCP through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of our CROs fail to comply with applicable GCP, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP requirements.

These third-party contractors are not our employees, we cannot effectively control whether or not they devote sufficient time and resources to our ongoing clinical, nonclinical and preclinical programs, and except for remedies available to us under our agreements with such third-party contractors, we may be unable to recover losses that result from any inadequate work on such programs. If such third-party contractors do not successfully carry out their contractual duties or obligations or meet expected deadlines or if the quality or accuracy of the data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our development efforts and clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, our results of operations and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed. To the extent we are unable to successfully identify and manage the performance of such third-party contractors in the future, our business may be adversely affected.

We have initiated the development of a recombinant AAT product candidate; however, any continued development of this product will be dependent on our ability to attract a suitable development/commercialization partner for this project, and we may not be able to successfully complete its development or commercialize such product candidate for numerous reasons.

During 2020, we initiated the development of a recombinant version of AAT, through external services of a contract development and manufacturing organization ("CDMO"). See "Item 4B. Information on the Company — Business Overview— *Our Development Product Pipeline — Recombinant AAT*." The main advantage of recombinant AAT is its potentially wider availability, and ease of large-scale manufacturing. However, continued investment in the development of this product will be subject to identifying a suitable development partner, and we may not be able to identify such a suitable partner or be successful in entering into an agreement with any particular partner on acceptable terms or at all. Further, even if we are successful in entering into an arrangement with such a partner, we may not be able to successfully develop or commercialize a recombinant product for numerous reasons.

We may encounter unforeseen events that delay or prevent us from receiving regulatory approval for our product candidates.

We have experienced unforeseen events that have delayed our ability to receive regulatory approval for certain of our product candidates, and may in the future experience similar or other unforeseen events during, or as a result of, preclinical testing or the clinical trial process that could delay or prevent our ability to receive regulatory approval or commercialize our product candidates, including the following:

- delays may occur in obtaining our clinical materials;
- our preclinical tests or clinical trials may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional preclinical testing or clinical trials or to abandon strategic projects;
- the number of patients required for our clinical trials may be larger than we anticipate, enrollment in our clinical trials may be slower or more difficult than we anticipate due to various reasons, including challenges that may be imposed as a result of events outside our control (such as the COVID-19 pandemic, which resulted in a significant slow-down in patient recruitment to our on-going Inhaled AAT Phase 3 study), or participants may withdraw from our clinical trials at higher rates than we anticipate;
- delays may occur in reaching agreement on acceptable clinical trial agreement terms with prospective sites or obtaining institutional review board approval;
- our strategic partners may not achieve their clinical development goals and/or comply with their relevant regulatory requirements, which could affect our ability to conduct our clinical trials or obtain marketing authorization;
- we may be forced to suspend or terminate our clinical trials if the participants are being exposed to unacceptable health risks or if any participant experiences an unexpected serious adverse event;
- regulators or institutional review boards may require that we hold, suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements;
- regulators may not authorize us to commence or conduct a clinical trial within a country or at a prospective trial site, or according to the clinical trial outline we propose;
- undetected or concealed fraudulent activity by a clinical researcher, if discovered, could preclude the submission of clinical data prepared by that researcher, lead to the suspension or substantive scientific review of one or more of our marketing applications by regulatory agencies, and result in the recall of any approved product distributed pursuant to data determined to be fraudulent;
- the cost of our clinical and preclinical trials may be greater than we anticipate;
- an audit of preclinical tests or clinical studies by the FDA, the EMA, the regulatory authorities in Israel or other regulatory authorities may reveal noncompliance with applicable regulations, which could lead to disqualification of the results of such studies and the need to perform additional tests and studies; and
- our product candidates may not achieve the desired clinical benefits, or may cause undesirable side effects, or the product candidates may have other unexpected characteristics.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we contemplate, if we are unable to successfully complete our clinical trials or other testing, if the results of these trials or tests are not positive or are only modestly positive, or if safety concerns arise, we may:

- be delayed in obtaining regulatory or marketing approval for our product candidates;
- be unable to obtain regulatory and marketing approval for our product candidates;
- decide to halt the clinical trial or other testing;

- be required to conduct additional trials under a conditional approval;
- be unable to obtain reimbursement for our product candidates in all or some countries;
- only obtain approval for indications that are not as broad as we initially intend;
- have the product removed from the market after obtaining marketing approval from the FDA, the EMA, the regulatory authorities in Israel or other regulatory authorities; and
- be delayed in, or prevented from, the receipt of clinical milestone payments from our strategic partners.

Our ability to enroll patients in our clinical trials in sufficient numbers and on a timely basis is subject to several factors, including the size of the patient population, the time of year during which the clinical trial is commenced, the hesitance of certain patients to leave their current standard of care for a new treatment, and the number of other ongoing clinical trials competing for patients in the same indication and eligibility criteria for the clinical trial. In addition, patients may drop out of our clinical trials at any point, which could impair the validity or statistical significance of the trials. Delays in patient enrollment or unexpected drop-out rates may result in longer development times.

Our product development costs will also increase if we experience delays in testing or approvals. There can be no assurance that any preclinical test or clinical trial will begin as planned, not need to be restructured or be completed on schedule, if at all. Because we generally apply for patent protection for our product candidates during the development stage, significant preclinical or clinical trial delays also could lead to a shorter patent protection period during which we may have the exclusive right to commercialize our product candidates, if approved, or could allow our competitors to bring products to market before we do, impairing our ability to commercialize our products or product candidates.

Preclinical studies, including studies of our product candidates in animal models of disease, may not accurately predict the result of human clinical trials of those product candidates. In addition, product candidates studied in Phase 1 and 2 clinical trials may be found not to be safe and/or efficacious when studied further in Phase 3 trials. To satisfy FDA or other applicable regulatory approval standards for the commercial sale of our product candidates, we must demonstrate in adequate and controlled clinical trials that our product candidates are safe and effective. Success in early clinical trials, including Phase 1 and 2 trials, does not ensure that later clinical trials will be successful. Initial results from Phase 1 and 2 clinical trials also may not be confirmed by later analysis or subsequent larger clinical trials. Several companies in the pharmaceutical industry, including us, have suffered significant setbacks in advanced clinical trials, even after obtaining promising results in earlier clinical trials.

We plan to conduct an interim futility analysis for the InnovAATe clinical study by the end of 2025. Based on the results of the interim futility analysis we may determine to terminate the study early, which could negatively impact our business prospects and share price. Even if we will not be required to consider termination of the study due to futility, there is no assurance that we will be able to successfully complete the InnovAATe clinical trial or that the trial results will be sufficient to obtain FDA and EMA approval.

We may not be able to commercialize our product candidates in development for numerous reasons.

Even if preclinical and clinical trials are successful, we still may be unable to commercialize a product because of difficulties in obtaining regulatory approval for its production process or problems in scaling that process to commercial production. In addition, the regulatory requirements for product approval may not be explicit, may evolve over time and may diverge among jurisdictions and our third-party contractors, such as CROs, may fail to comply with regulatory requirements or meet their contractual obligations to us.

Even if we are successful in our development and regulatory strategies, we cannot provide assurance that any product candidate we may seek to develop or are currently developing, such as Inhaled AAT for AATD, will ever be successfully commercialized. We may not be able to successfully address patient needs, persuade physicians and payors of the benefit of our product, and lead to usage and reimbursement. If such products are not eventually commercialized, the significant expense and lack of associated revenue could materially adversely affect our business.

We may not be able to successfully build and implement a commercial organization or commercialization program, with or without collaborating partners. The scale-up from research and development to commercialization requires significant time, resources, and expertise, which will rely, to a large extent, on third parties for assistance to help us in our efforts. Such assistance includes, but is not limited to, persuading physicians and payors of the benefit of our product to lead to utilization and reimbursement, developing a healthcare compliance program, and complying with post-marketing regulatory requirements.

Research and development efforts invested in our pipeline of specialty and other products may not achieve the expected results.

We must invest increasingly significant resources to develop specialty products through our own efforts and through collaborations with third parties in the form of partnerships or otherwise. The development of specialty pharmaceutical products involves high-level processes and expertise and carries a significant risk of failure. For example, the average time from the pre-clinical phase to the commercial launch of a specialty pharmaceutical product can be 15 years or longer, and involves multiple stages: not only intensive preclinical, clinical and post clinical testing, but also highly complex, lengthy, and expensive regulatory approval processes as well as reimbursement proceedings, which can vary from country to country. The longer it takes to develop a pharmaceutical product, the longer it may take for us to recover our development costs and generate profits, and, depending on various factors, we may not be able to ever recover such costs or generate profits.

During each stage of development, we may encounter obstacles that delay the development process and increase expenses, leading to significant risks that we will not achieve our goals and may be forced to abandon a potential product in which we have invested substantial amounts of time and money. These obstacles may include the following: shortages in the supply of specialty pharmaceutical products for clinical trials; preclinical-study failures; difficulty in enrolling patients in clinical trials; delays in completing formulation and other work needed to support an application for approval; adverse reactions or other safety concerns arising during clinical testing; insufficient clinical trial data to support the safety or efficacy of a product candidate; other failures to obtain, or delays in obtaining, the required regulatory approvals for a product candidate or the facilities in which a product candidate is manufactured; regulatory restrictions which may delay or block market penetration and the failure to obtain sufficient intellectual property rights for our products.

Accordingly, there can be no assurance that the continued development of our Inhaled AAT and any other product candidate will be successful and will result in an FDA and/or EMA approvable indication.

Because of the amount of time and expense required to be invested in augmenting our pipeline of specialty and other products, including the unique know-how which may be required for such purpose, we may seek partnerships or joint ventures with third parties from time to time, and consequently face the risk that some or all of these third parties may fail to perform their obligations, or that the resulting arrangement may fail to produce the levels of success that we are relying on to meet our revenue and profit goals.

We may not obtain orphan drug status for our products, or we may lose orphan drug designations, which would have a material adverse effect on our business.

One of the incentives provided by an orphan drug designation is market exclusivity for seven years in the United States and ten years in the European Union for the first product in a class approved for the treatment of a rare disease. Although several of our products and product candidates, including Inhaled AAT for AATD, have been granted the designation of an orphan drug, we may not be the first product licensed for the treatment of particular rare diseases in the future or our approved indication may vary from that subject to the orphan designation, or our products may not secure orphan drug exclusivity for other reasons. In such cases we would not be able to take advantage of market exclusivity and instead another sponsor would receive such exclusivity.

Additionally, although the marketing exclusivity of an orphan drug would prevent other sponsors from obtaining approval of the same drug compound for the same indication, such exclusivity would not apply in the case that a subsequent sponsor could demonstrate clinical superiority or a market shortage occurs and would not prevent other sponsors from obtaining approval of the same compound for other indications or the use of other types of drugs for the same use as the orphan drug. In the event we are unable to fill demand for any orphan drug, it is possible that the FDA or the EMA may view such unmet demand as a market shortage, which could impact our market exclusivity.

The FDA and the EMA may also, in the future, revisit any orphan drug designation that they have respectively conferred upon a drug and retain the ability to withdraw the relevant designation at any time. Additionally, the U.S. Congress has considered, and may consider in the future, legislation that would restrict the duration or scope of the market exclusivity of an orphan drug, and, thus, we cannot be sure that the benefits to us of the existing statute in the United States will remain in effect. Furthermore, some court decisions have raised questions about FDA's interpretation of the orphan drug exclusivity provisions, which could potentially affect our ability to secure orphan drug exclusivity.

If we lose our orphan drug designations or fail to obtain such designations for our new products and product candidates, our ability to successfully market our products could be significantly affected, resulting in a material adverse effect on our business and results of operations.

The commercial success of the products that we may develop, if any, will depend upon the degree of market acceptance by physicians, patients, healthcare payors, opinion leaders, patients' organizations, and others in the medical community that any such product obtains.

Any products that we bring to the market may not gain market acceptance by physicians, patients, healthcare payors, opinion leaders, patients' organizations and others in the medical community. If these products do not achieve an adequate level of acceptance, we may not generate material product revenue and we may not sustain profitability. The degree of market acceptance of our product candidates, if approved for commercial sale, will depend on a number of factors, some of which are beyond our control, including:

- the prevalence and severity of any side effects;
- the efficacy, potential advantages and timing of introduction to the market of alternative treatments;
- our ability to offer our product candidates for sale at competitive prices;
- relative convenience and ease of administration of our products;
- the willingness of physicians to prescribe our products;
- the willingness of patients to use our products;
- the strength of marketing and distribution support; and
- third-party coverage or reimbursement.

If we are not successful in achieving market acceptance for any new products that we have developed and that have been approved for commercial sale, we may be unable to recover the large investment we will have made and have committed ourselves to making in research and development efforts and our growth strategy will be adversely affected.

In addition, the proposal of or issuance of recommendations by government agencies, physician or patient organizations, or other industry specialists that limit the use or acceptance of a particular product, whether adopted or not, could result in reduced sales of a product.

Risks Related to Our Operations and Industry

Regulatory approval for our products is limited by the FDA, EMA, the IMOH and similar authorities in other jurisdictions to those specific indications and conditions for which clinical safety and efficacy have been demonstrated, and the prescription or promotion of off-label uses could adversely affect our business.

Regulatory approval of our Proprietary Products and Distribution products is limited to those specific diseases and indications for which our products have been deemed safe and effective by the FDA, EMA, the IMOH or similar authorities in other jurisdictions. In addition to the regulatory approval required for new formulations, any new indication for an approved product also requires regulatory approval. Once we produce a plasma-derived therapeutic, we rely on physicians to prescribe and administer it as the product label directs and for the indications described on the labeling. To the extent off-label uses (i.e., uses and indications not described in the product's labeling as approved by the applicable regulatory authority, as may be prescribed by treating physicians, in their independent medical judgment) become pervasive and produce results such as reduced efficacy or other reported adverse effects, the reputation of our products in the marketplace may suffer. In addition, to the extent off-label uses are associated with reduced efficacy or increases in reported adverse events or negative health outcomes, there could be a decline in our revenues or potential revenues. Furthermore, the off-label use of our products may increase the risk of product liability claims, which are expensive to defend and could divert our management's attention, result in substantial damage awards against us, and harm our reputation.

Furthermore, while physicians may choose to prescribe drugs for uses that are not described in the product's labeling and for uses that differ from those approved by regulatory authorities, our ability to promote the products is limited to those indications that are specifically approved by the FDA, EMA, the IMOH or other regulators. Although regulatory authorities generally do not regulate the behavior of physicians, they do restrict communications by manufacturers on the subject of off-label use. If our promotional activities fail to comply with these regulations or guidelines, we may be subject to warnings from, or enforcement action by, these authorities. In addition, failure to follow FDA, OIG, EMA, the IMOH or similar authorities in other jurisdictions rules and guidelines relating to promotion and advertising can lead to other negative consequences that could hurt us, such as the suspension or withdrawal of an approved product from the market, enforcement letters, restrictions on marketing or manufacturing, injunctions and corrective actions. Other regulatory authorities may separately impose penalties including, but not limited to, fines, disgorgement of money, suspension of ongoing clinical trials, refusal to approve pending applications or supplements to approved applications submitted by us; restrictions on our or our contract manufacturers' operations; product seizure or detention, refusal to permit the import or export of products or criminal prosecution.

Regulatory inspections or audits conducted by regulatory bodies and our partners may lead to monetary losses and inability to adequately manufacture or sell our products.

The regulatory authorities, including the FDA, EMA, the IMOH, as well as our partners may, at any time and from time to time, audit or inspect our facilities. Such audits or inspections may lead to disruption of work, and if we fail to pass such audits or inspections, the relevant regulatory authority or partner may require remedial measures that may be costly or time consuming for us to implement and may result in the temporary or permanent suspension of the manufacture, sale and distribution of our products.

Laws and regulations governing the conduct of international operations may negatively impact our development, manufacture, and sale of products outside of the United States and require us to develop and implement costly compliance programs.

We must comply with numerous laws and regulations in Israel and in each of the other jurisdictions in which we operate or plan to operate. The creation and implementation of any required compliance programs is costly, and the programs are often difficult to enforce, particularly where we must rely on third parties.

For example, the U.S. Foreign Corrupt Practices Act ("FCPA") prohibits any U.S. individual or business from paying, offering, authorizing payment or offering anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also requires companies whose securities are listed in the United States to comply with certain accounting provisions. For example, such companies must maintain books and records that accurately and fairly reflect all transactions of the company, including international subsidiaries, and devise and maintain an adequate system of internal accounting controls for international operations. The anti-bribery provisions of the FCPA are enforced primarily by the U.S. Department of Justice, and the U.S. Securities and Exchange Commission (the "SEC") is involved with enforcement of the books and records provisions of the FCPA.

Compliance with the FCPA and similar laws is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered as foreign officials. Additionally, pharmaceutical products are usually marketed by the local distributors through government tenders, and the majority of pharmaceutical companies' clients are HMOs which are foreign government officials under the FCPA. Certain payments to hospitals in connection with clinical trials and other work, and certain payments to HMOs have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

The failure to comply with laws governing international business practices may result in substantial penalties, including suspension or debarment from government contracts. Violation of the FCPA can result in significant civil and criminal penalties. Indictment alone under the FCPA can lead to suspension of the right to do business with the U.S. government until the pending claims are resolved. Conviction of a violation of the FCPA can result in long-term disqualification as a government contractor. The termination of a government contract or relationship as a result of our failure to satisfy any of our obligations under laws governing international business practices would have a negative impact on our operations and harm our reputation and ability to procure government contracts. Additionally, the SEC also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

If our manufacturing facility in Beit Kama, Israel were to suffer a serious accident, contamination, force majeure event (including, but not limited to, a war, terrorist attack, earthquake, major fire or explosion etc.) materially affecting our ability to operate and produce saleable plasma-derived protein therapeutics, all of our manufacturing capacity could be shut down for an extended period.

We rely on a single manufacturing facility in Beit Kama, which is located in southern Israel, approximately 20 miles east of the Gaza Strip. A significant part of our revenues in our Proprietary Products segment were derived and are expected to continue to be derived from products manufactured at this facility and some of the products that are imported by us under our Distribution segment are packed and stored in this manufacturing facility. If this facility were to suffer an accident or a force majeure event, such as war (including the current war between Israel and Hamas), terrorist attack, earthquake, major fire or explosion, major equipment failure or power failure lasting beyond the capabilities of our backup generators or similar event, or contamination, our revenues would be materially adversely affected. For more information regarding the current security situation in Israel, see – Risks Relating to Our Incorporation and Location in Israel – *"Our business could be adversely affected by political, economic and military instability in Israel and its region"*. In such a situation, our manufacturing capacity could be shut down for an extended period, we could experience a loss of raw materials, work in process or finished goods and imported products inventory and our ability to operate our business would be harmed. In addition, in any such event, the reconstruction of our manufacturing facility and storage facilities, and the regulatory approval of the new facilities could be time-consuming. During this period, we would be unable to manufacture our plasma-derived protein therapeutics.

Our insurance against property damage and business interruption insurance may be insufficient to mitigate the losses from any such accident or force majeure event. We may also be unable to recover the value of the lost plasma or work-in-process inventories, as well as the sales opportunities from the products we would be unable to produce or distribute, or the loss of customers during such period.

If our shipping or distribution channels were to become inaccessible due to an accident, act of terrorism, strike, epidemic or pandemic or any other force majeure event, our supply, production and distribution processes could be disrupted.

Most of our Proprietary Products and Distribution products as well as most of the raw materials we utilize, including plasma and plasma derivatives, must be transported under controlled temperature conditions, including temperature of -20 degrees Celsius (-4 degrees Fahrenheit), to ensure the preservation of their proteins. Not all shipping or distribution channels are equipped to transport products or materials at these temperatures. If any of our shipping or distribution channels become inaccessible because of a serious accident, act of terrorism, strike, epidemic or pandemic (such as the COVID-19 pandemic) or any other force majeure event, we may experience disruptions in continued availability of plasma and other raw materials, delays in our production process or a reduction in our ability to distribute our Proprietary Products and Distribution products to our customers in the markets in which we operate.

Failure to maintain the security of protected health information or compliance with security requirements could damage our reputation with customers, cause us to incur substantial additional costs and become subject to litigation.

Pursuant to applicable privacy laws, we must comply with comprehensive privacy and security standards with respect to the use and disclosure of protected health information and other personal information. If we do not comply with existing or new laws and regulations related to protecting privacy and security of personal or health information, we could be subject to litigation costs and damages, monetary fines, civil penalties, or criminal sanctions. We may be required to comply with the data privacy and security laws of other countries in which we operate or from which we receive data transfers.

For example, the General Data Protection Regulation ("GDPR") which took effect May 25, 2018, has broad application and enhanced penalties for noncompliance. The GDPR, which is wide-ranging in scope, governs the collection and use of personal data in the European Union and imposes operational requirements for companies that receive or process personal data of residents of the European Union. The GDPR may apply to our clinical development operations. In addition, the Israeli Privacy Protection Regulations (Information Security), 2017, which apply to our operations in Israel, require us to take certain security measures to secure the processing of personal data, and pursuant to a recent amendment, commencing as of August 2025, we could be subject to sanctions for non-compliance with the requirements of Israeli privacy laws and regulations. Furthermore, U.S. federal and state regulators continue to adopt new, or modify existing laws and regulations addressing data privacy and the collection, processing, storage, transfer and use of data, including the U.S. Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations ("HIPAA"). These privacy, security and data protection laws and regulations could impose increased business operational costs, require changes to our business, require notification to customers or workers of a security breach, or restrict our use or storage of personal information. Our efforts to implement programs and controls that comply with applicable data protection requirements are likely to impose additional costs on us, and we cannot predict whether the interpretations of the requirements, or changes in our practices in response to new requirements or interpretations of the requirements, could have a material adverse effect on our business.

We rely upon our CROs, third party contractors and distributors to process personal information on our behalf, and we control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that their activities are conducted in accordance with privacy regulations and our reliance on such CROs, third-party contractors and distributors does not relieve us of our regulatory responsibilities. While we take reasonable and prudent steps to protect personal and health information and use such information in accordance with applicable privacy laws, a compromise in our security systems that results in personal information being obtained by unauthorized persons or our failure to comply with security requirements for financial transactions could adversely affect our reputation with our clients and result in litigation against us or the imposition of penalties, all of which may adversely impact our results of operations, financial condition and liquidity. In addition, given that the privacy laws and regulations in the jurisdictions in which we operate are new and subject to further judicial review and interpretation, it may be determined at a future time that although we take prudent measures to comply with such laws and regulations, such measures will not be sufficient to meet future elaborations or interpretations of such laws and regulations.

If we are unable to successfully introduce new products and indications or fail to keep pace with advances in technology, our business, financial condition and results of operations may be adversely affected.

Our continued growth depends, to a certain extent, on our ability to develop and obtain regulatory approvals of new products, new enhancements and/or new indications for our products and product candidates. Obtaining regulatory approval in any jurisdiction, including from the FDA, EMA or any other relevant regulatory agencies involves significant uncertainty and may be time consuming and require significant expenditures. *See "—Research and development efforts invested in our pipeline of specialty and other products may not achieve expected results."*

The development of innovative products and technologies that improve efficacy, safety, patients' and clinicians' ease of use and cost-effectiveness, involve significant technical and business risks. The success of new product offerings will depend on many factors, including our ability to properly anticipate and satisfy customer needs, adapt to new technologies, obtain regulatory approvals on a timely basis, demonstrate satisfactory clinical results, manufacture products in an economic and timely manner, engage qualified distributors for different territories and establish our sales force to sell our products, and differentiate our products from those of our competitors. If we cannot successfully introduce new products, adapt to changing technologies or anticipate changes in our current and potential customers' requirements, our products may become obsolete, and our business could suffer.

Product liability claims or product recalls involving our products, or products we distribute, could have a material adverse effect on our business.

Our business exposes us to the risk of product liability claims that are inherent in the manufacturing, distribution and sale of our Proprietary Products and Distribution products and other drug products. We face an inherent risk of product liability exposure related to the testing of our product candidates in human clinical trials and an even greater risk when we commercially sell any products, including those manufactured by others that we distribute in Israel. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, or if the indemnities we have negotiated do not adequately cover losses, we could incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for our Proprietary and Distribution products and any product candidates that we may develop;
- injury to our reputation;
- difficulties in recruiting new participants to our future clinical trials and withdrawal of current clinical trial participants;
- costs to defend the related litigation;
- substantial monetary awards to trial participants or patients;
- difficulties in finding distributors for our products;

- difficulties in entering into strategic partnerships with third parties;
- diversion of management's attention;
- loss of revenue;
- the inability to commercialize any products that we may develop; and
- higher insurance premiums.

Plasma is biological matter that is capable of transmitting viruses, infections and pathogens, whether known or unknown. Therefore, plasma derivative products, if not properly tested, inactivated, processed, manufactured, stored and transported, could cause serious disease and possibly death to the patient. Further, even when such steps are properly affected, viral and other infections may escape detection using current testing methods and may not be susceptible to inactivation methods. Any transmission of disease using one of our products or third-party products sold by us could result in claims against us by or on behalf of persons allegedly infected by such products.

In addition, we sell and distribute third-party products in Israel, and the laws of Israel could also expose us to product liability claims for those products. Furthermore, the presence of a defect (or a suspicion of a defect) in a product could require us to carry out a recall of such product. A product liability claim, or a product recall could result in substantial financial losses, negative reputational repercussions, loss of business and an inability to retain customers. Although we maintain insurance for certain types of losses, claims made against our insurance policies could exceed our limits of coverage or be outside our scope of coverage. Additionally, as product liability insurance is expensive and can be difficult to obtain, a product liability claim could increase our required premiums or otherwise decrease our access to product liability insurance on acceptable terms. In turn, we may not be able to maintain insurance coverage at a reasonable cost and may not be able to obtain insurance coverage that will be adequate to satisfy liabilities that may arise.

Uncertainty surrounding and future changes to healthcare law in the United States and other United States Government related mandates may adversely affect our business.

In the U.S. and in some foreign jurisdictions there has been, and continues to be, significant legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities, and affect the profitable sale of product candidates. This legislation and regulatory activity have created uncertainty as to whether the industry will continue to experience fundamental change as a result of regulatory reform or legislative reform. There is significant interest among legislators and regulators in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, for example, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected and continues to face major uncertainty due to the status of legislative initiatives surrounding healthcare reform. The Patient Protection and Affordable Care Act of 2010, as amended by the Healthcare and Education Reconciliation Act of 2010, substantially changed the way healthcare is financed by both governmental and private insurers, and significantly affected the pharmaceutical and healthcare industries. On August 16, 2022, the Inflation Reduction Act of 2022 ("IRA") was signed into law. The IRA includes several provisions to lower prescription drug costs for people with Medicare and reduce drug spending by the federal government. Implementation of novel and seminal provisions in the IRA related to prescription drug pricing and spending will continue over the next several years and could impact our operations and could have an adverse impact on our ability to generate revenues in the United States.

In the coming years, additional changes could be made to U.S. governmental healthcare programs and U.S. healthcare laws that could significantly impact the success of our products.

In addition, individual states have enacted drug price transparency laws that may impact our decision-making about price increases, including the rate and frequency of such increases. The requirements under these laws vary state-by-state and include obligating manufacturers to provide advance notice of planned price increases, increase amounts and factors considered for those amounts, wholesale acquisition costs, as well as additional information for new drugs. Many states may impose penalties for noncompliance with these requirements, including for failure to report or submission of inaccurate or late reports.

We cannot predict what other legislation relating to our business or to the health care industry may be enacted, or what effect such legislation or other regulatory actions may have on our business, prospects, operating results and financial condition.

The COVID-19 pandemic shined a spotlight on the supply chain for essential medical products, medical countermeasures, and critical inputs to those products and raised legislative and regulatory interest in creating more resiliency in the supply chain, including more domestic manufacturing of essential medical products, medical countermeasures, and critical inputs. There has been significant congressional interest in oversight of pharmaceutical supply chain resiliency as well as several legislative proposals to create incentives for domestic manufacturing. There has also been significant executive branch activity to encourage American manufacturing, which may impact FDA-related products. In November 2023, President Biden announced a new White House Council on Supply Chain Resilience to advance a government-wide strategy to build supply chain resilience in critical industries such as essential medical products and countermeasures. As part of that effort, on December 27, 2023, President Biden issued a Presidential Determination under the Defense Production Act (DPA) to enable the Department of Health and Human Services to increase investment in domestic manufacturing of essential medicines, medical countermeasures, and critical inputs deemed as essential to the national defense. In addition, we expect there will continue to be legislative and regulatory efforts to increase domestic manufacturing, including potentially efforts to expedite drug approvals for products that could be competitors to ours. We cannot predict what effect such legislation or regulatory actions, or implementation of the supply chain resiliency measures and DPA authorities, may have on our business, prospects, operating results and financial condition.

Our products and any future approved products remain subject to extensive ongoing regulatory obligations and oversight, including post-approval requirements, that could result in penalties and significant additional expenses and could negatively impact our and our collaborators' ability to commercialize our current and any future approved products.

Any product that has received regulatory approval remains subject to extensive ongoing obligations and continued review from applicable regulatory agencies. These obligations include, among other things, drug safety reporting and surveillance, submission of other post-marketing information and reports, pre-clearance of certain promotional materials, manufacturing processes and practices, product labeling, confirmatory or post-approval clinical research, import and export requirements and record keeping. These obligations may result in significant expense and limit our ability to commercialize our current and any future approved products. Any violation of ongoing regulatory obligations could result in restrictions on the applicable product, including the withdrawal of the applicable product from the market.

If FDA approval is granted via the accelerated approval pathway or a product receives conditional marketing authorization from another comparable regulatory agency, we may be required to conduct a post-marketing confirmatory trial in support of full approval and to comply with other additional requirements. An unsuccessful post-marketing study or failure to complete such a study with due diligence could result in the withdrawal of marketing approval. Post-marketing studies may also suggest unfavorable safety information that could require us to update the product's prescribing information or limit or prevent the product's widespread use. Recent legislation has given the FDA additional authority to require accountability and enforce the post-marketing requirements and commitments associated with accelerated approval.

We and the manufacturers of our current and any future approved products are also required, or will be required, to comply with cGMP, regulations, which include requirements relating to quality control and quality assurance as well as the corresponding maintenance of records and documentation. Further, regulatory agencies must approve these manufacturing facilities before they can be used to manufacture our products and product candidates, and these facilities are subject to ongoing regulatory inspections. In addition, any approved product, its manufacturer and the manufacturer's facilities are subject to continual regulatory review and inspections, including periodic unannounced inspections. Failure to comply with applicable FDA and other regulatory requirements may subject us to administrative or judicially imposed sanctions and other consequences, including:

- issuance of Form FDA 483 notices or Warning Letters by the FDA or other regulatory agencies;
- imposition of fines and other civil penalties;
- criminal prosecutions;
- injunctions, suspensions or revocations of regulatory approvals;
- suspension of any ongoing clinical trials;
- total or partial suspension of manufacturing;
- delays in regulatory approvals and commercialization;
- refusal by the FDA to approve pending applications or supplements to approved applications submitted by us;
- refusals to permit drugs to be imported into or exported from the United States;
- restrictions on operations, including costly new manufacturing requirements;
- product recalls or seizures or withdrawal of the affected product from the market; and
- reputational harm.

The policies of the FDA and other regulatory agencies may change, and additional laws and regulations may be enacted that could prevent or delay regulatory approval of our product candidates or of our products in any additional indications or territories, or further restrict or regulate post-approval activities. Any problems with a product or any violation of ongoing regulatory obligations could result in restrictions on the applicable product, including the withdrawal of the applicable product from the market. If we are not able to maintain regulatory compliance, we might not be permitted to commercialize our current or any future approved products and our business would suffer.

Laws pertaining to health care fraud and abuse could materially adversely affect our business, financial condition and results of operations.

The laws governing our conduct in the United States are enforceable by criminal, civil, and administrative penalties. Violations of laws such as the Federal False Claims Act (the "FCA"), the Physician Payments Sunshine Act or a provision of the U.S. Social Security Act known as the "federal Anti-Kickback Statute," or any regulations promulgated under their authority may result in jail sentences, fines or exclusion from federal and state health care programs, as may be determined by the Department of Health and Human Services, the Department of Defense, other federal and state regulatory authorities and the federal and state courts. There can be no assurance that our activities will not come under the scrutiny of regulators and other government authorities or that our practices will not be found to violate applicable laws, rules and regulations or prompt lawsuits by private citizen "relators" under federal or state false claims laws.

For example, under the federal Anti-Kickback Statute, and similar state laws and regulations, even common business arrangements, such as discounted terms and volume incentives for customers in a position to recommend or choose drugs and devices for patients, such as physicians and hospitals, can result in substantial legal penalties, including, among others, exclusion from Medicare and Medicaid programs, if those business arrangements are not appropriately structured. Also, a person or company need not have actual knowledge of statute or specific intent to violate certain such laws in order to have committed a violation. Therefore, our arrangements with potential referral sources must be structured with care to comply with applicable requirements. Also, certain business practices, such as payment of consulting fees to healthcare providers, sponsorship of educational or research grants, charitable donations, interactions with healthcare providers that prescribe products for uses not approved by the FDA and financial support for continuing medical education programs, must be conducted within narrowly prescribed and controlled limits to avoid the possibility of wrongfully influencing healthcare providers to prescribe or purchase particular products or as a reward for past prescribing. Manufacturers like us can be held liable under the False Claims Act if they are determined to have caused the submission of false or fraudulent claims to the government for reimbursement. This can result from prohibited activities such as off-label marketing, providing inaccurate billing or coding information to healthcare providers and other customers, or violations of the federal Anti-Kickback Statute Significant enforcement activity has been the result of actions brought by relators, who file complaints in the name of the United States (and if applicable, particular states) under federal and state False Claims Act statutes and can be entitled to receive a significant portion (often as great as 30%) of total recoveries. Also, violations of the False Claims Act can result in treble damages, and each false claim submitted can be subject to a penalty of up to $27,018 per claim. Transfers of value to certain healthcare practitioners and institutions must be tracked and reported in accordance with the Physician Payments Sunshine Act and various state laws. The Physician Payments Sunshine Act imposes reporting and disclosure requirements for pharmaceutical and medical device manufacturers with regard to a broad range of payments, ownership interests, and other transfers of value made to certain physicians, physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists, certified nurse-midwives and certain teaching hospitals. A number of states have similar laws in place and often require reporting for other categories of healthcare professionals, such as nurses. Additional and stricter prohibitions could be implemented by federal and state authorities. Where practices have been found to involve improper incentives to use products, government investigations and assessments of penalties against manufacturers have resulted in substantial damages and fines. Many manufacturers have been required to enter into consent decrees, corporate integrity agreements, or orders that prescribe allowable corporate conduct. Failure to satisfy requirements under the FDCA can also result in penalties, as well as requirements to enter into consent decrees or orders that prescribe allowable corporate conduct. On November 16, 2020, the U.S. Health and Human Services (HHS) Office of Inspector General (OIG) issued a Special Fraud Alert discussing the fraud and abuse risks associated with payments to physicians related to speaker programs sponsored by pharmaceutical and medical device companies. OIG expressed skepticism regarding the educational value of these industry-sponsored speaker programs and warned of the inherent fraud and abuse risks of these programs.

To market and sell our products outside the United States, we must obtain and maintain regulatory approvals and comply with regulatory requirements in such jurisdictions. The approval procedures vary among countries in complexity and timing. We may not obtain approvals from regulatory authorities outside the United States on a timely basis, if at all, and in such case, we would be precluded from commercializing products in those markets. In addition, some countries, particularly the countries of the European Union, regulate the pricing of prescription pharmaceuticals. In these countries, pricing discussions with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. Such trials may be time-consuming and expensive and may not show an advantage in cost-efficacy for our products. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, in either the United States or the European Union, we could be adversely affected. Also, under the FCPA, the United States has regulated conduct by U.S. businesses occurring outside of the United States, generally prohibiting remuneration to foreign officials for the purpose of obtaining or retaining business. Additionally, similar to the Physician Payments Sunshine Act, there are legal and regulatory obligations outside the United States that include reporting requirements detailing interactions with and payments to healthcare practitioners. See — General Risks – "*We are subject to risks associated with doing business globally*".

To enhance compliance with applicable health care laws, and mitigate potential liability in the event of noncompliance, regulatory authorities, such as the HHS OIG, have recommended the adoption and implementation of a comprehensive health care compliance program that generally contains the elements of an effective compliance and ethics program described in Section 8B2.1 of the U.S. Sentencing Commission Guidelines Manual. Increasing numbers of U.S.-based pharmaceutical companies have such programs. We have adopted U.S. healthcare compliance and ethics programs that generally incorporate the HHS OIG's recommendations; however, there can be no assurance that following the adoption of such programs we will avoid any compliance issues.

In addition to the federal fraud, waste, and abuse laws noted, there are analogous U.S. state laws and regulations, such as state anti-kickback and false claims laws, and other state laws addressing the medical product and healthcare industries, which may apply to items or services reimbursed by any third-party payor, including commercial insurers, and in some cases may apply regardless of payor (i.e., even if reimbursement is not available). Some state laws are constructed in accordance with certain industry voluntary compliance guidelines (e.g., the PhRMA or AdvaMed Codes of Ethics), or the relevant compliance program guidance promulgated by the federal government (HHS-OIG) in addition to other requirements, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

Compliance efforts related to such laws are costly, and failure to comply could subject us to enforcement action.

Finally, regulations in both the U.S. and other countries are subject to constant change. There can be no assurance that we can meet the requirements of future regulations or that compliance with current regulations assures future capability to distribute and sell our products.

We could be adversely affected if other government or private third-party payors decrease or otherwise limit the amount, price, scope or other eligibility requirements for reimbursement for the purchasers of our products.

Prices in many of our principal markets are subject to local regulation and certain pharmaceutical products, such as our Proprietary and Distribution products, are subject to price controls. In the United States, where reimbursement levels for our products are substantially established by third-party payors, a reduction in the payors' amount of reimbursement for a product may cause groups or individuals dispensing the product to discontinue administration of the product, to administer lower doses, to substitute lower cost products or to seek additional price-related concessions. These actions could have a negative effect on our financial results, particularly in cases where our products command a premium price in the marketplace or where changes in reimbursement rates induce a shift in the site of treatment. The existence of direct and indirect price controls and pressures over our products has affected, and may continue to materially adversely affect, our ability to maintain or increase gross margins.

Also, the intended use of a drug product by a physician can affect pricing. Physicians frequently prescribe legally available therapies for uses that are not described in the product's labeling and that differ from those tested in clinical studies and approved by the FDA or similar regulatory authorities in other countries. These off-label uses are common across medical specialties, and physicians may believe such off-label uses constitute the preferred treatment or treatment of last resort for many patients in varied circumstances. Reimbursement for such off-label uses may not be allowed by government payors. If reimbursement for off-label uses of products is not allowed by Medicare or other third-party payors, including those in the United States or the European Union, we could be adversely affected. For example, Centers for Medicare and Medicaid ("CMS") could initiate an administrative procedure known as a National Coverage Determination ("NCD"), by which the agency determines which uses of a therapeutic product would be reimbursable under Medicare and which uses would not. This determination process can be lengthy, thereby creating a long period during which the future reimbursement for a particular product may be uncertain.

If we fail to comply with our obligations under U.S. governmental pricing programs, we could be required to reimburse government programs for underpayments and could pay penalties, sanctions, and fines.

In the United States, pricing and reimbursement for our products depend in part on government regulation. Any significant efforts at the federal or state levels to reform the healthcare system by changing the way healthcare is provided or funded or more directly impose controls on drug pricing, government reimbursement, and access to medicines on public and private insurance plans could have a material impact on us. In addition, in order to have our products covered by Medicaid, we must offer discounts or rebates on purchases of pharmaceutical products under various federal and state programs. We also must report specific prices to government agencies. The calculations necessary to determine the prices reported are complex and the failure to do so accurately may expose us to enforcement measures that could negatively affect our results.

Changes to the Medicaid program or the federal 340B drug pricing program, which imposes ceilings on prices that drug manufacturers can charge for medications sold to certain health care facilities, could have a material impact on our business. Additional changes to the 340B program are undergoing review and their status is unclear. The Department of Health and Human Services (HHS) has sent letters to numerous manufacturers that have implemented contract pharmacy integrity initiatives expressing the view that their programs are in violation of the 340B statute and referring those programs for potential enforcement action. Several manufacturers have challenged HHS's enforcement letters in federal court and litigation is ongoing in those cases. We believe that our program is consistent with the statute. Additional legal or legislative developments at the federal or state level with respect to the 340B program may have an adverse impact on our integrity initiative, and we may face enforcement action or penalties that could negatively impact our results, depending upon such developments.

We are subject to extensive environmental, health and safety, and other laws and regulations.

Our business involves the controlled use of hazardous materials, various biological compounds and chemicals. The risk of accidental contamination or injury from these materials cannot be eliminated. If an accident, spill or release of any regulated chemicals or substances occurs, we could be held liable for resulting damages, including for investigation, remediation and monitoring of the contamination, including natural resource damages, the costs of which could be substantial. In addition, some of the license and permits granted to us may be suspended or revoked, resulting in our inability to conduct our regular business activity, manufacture and/or distribute our products for an extended period of time or until we take remedial actions. We are also subject to numerous environmental, health and workplace safety laws and regulations, including those governing laboratory procedures, exposure to blood-borne pathogens and the handling of biohazardous materials and chemicals. Although we maintain workers' compensation insurance to cover the costs and expenses that may be incurred because of injuries to our employees resulting from the use of these materials, this insurance may not provide adequate coverage against potential liabilities. Additional or more stringent federal, state, local or foreign laws and regulations affecting our operations may be adopted in the future. We may incur substantial capital costs and operating expenses and may be required to obtain consents to comply with any of these or certain other laws or regulations and the terms and conditions of any permits required pursuant to such laws and regulations, including costs to install new or updated pollution control equipment, modify our operations or perform other corrective actions at our respective facilities. In addition, fines and penalties may be imposed for noncompliance with environmental, health and safety and other laws and regulations or for the failure to have, or comply with the terms and conditions of, required environmental or other permits or consents. We are subject to future audits by the Environmental Health Department of the Regional Health Bureau of the IMOH and the Ministry of Environmental Protection of Israel and may be required to perform certain actions from time to time in order to comply with these guidelines and their requirements. We do not expect the costs of complying with these guidelines to be material to our business. See "Item 4. Information on the Company — Business Overview — *Environmental*."

Under the Israeli Economic Competition Law, 5758-1988, as amended (the "Competition Law"), a company that supplies or acquires more than 50% of any product or service in Israel in a relevant market may be deemed to be a monopoly. In addition, any company that has "significant market power" (within the meaning of the Competition Law), even if it does not hold market share that is greater than 50%, shall be deemed to be a monopolist under the Competition Law. A monopolist is prohibited from participating in certain business practices, including unreasonably refusing to sell products or provide services over which a monopoly exists, charging unfair prices for such products or services, and abusing its position in the market in a manner that might reduce business competition or harm the public. In addition, the General Director of the Israeli Competition Authority may determine that a company is a monopoly and has the right to order such company to change its conduct in matters that may adversely affect business competition or the public, including by imposing restrictions on its conduct. Depending on the analysis and the definition of the different products we distribute in the markets in which we operate, we may be deemed to be a "monopoly" under the Competition Law with respect to certain of our products. Furthermore, following an amendment to the Competition Law that became effective in August 2015, which repealed the statutory exemption that existed under the Competition Law for restrictive arrangements that were mutually exclusive arrangements, we may face difficulties in certain cases negotiating distribution agreements with foreign pharmaceutical manufacturers.

We have entered into a collective bargaining agreement with the employees' committee and the Histadrut (General Federation of Labor in Israel), and we have incurred and could in the future incur labor costs or experience work stoppages or labor strikes as a result of any disputes in connection with such agreement.

In December 2013, we signed a collective bargaining agreement with the employees' committee established by our employees at our Beit Kama production facility in Israel and the Histadrut (General Federation of Labor in Israel) ("Histadrut"), which expired in December 2017. In November 2018, we signed a further collective bargaining agreement with the employees' committee and the Histadrut, which expired in December 2021. In July 2022, we signed a new collective agreement with the Histadrut; while the agreement will be effective through the end of 2029, certain economic terms may be renegotiated by the parties following the lapse of the four-year anniversary of the agreement by January 1, 2026. We have experienced labor disputes and work stoppages in the past at our Beit Kama facility. For example, on March 3, 2022, during our negotiations with the Histadrut and the employees' committee on the renewal of the collective bargaining agreement, the employee's committee declared a labor dispute, and on April 26, 2022, a strike was initiated by the employee's committee, which continued until the new agreement was signed in July 2022. As a result of the labor strike, in the year ended December 31, 2022, our gross profit was impacted by a $4.3 million loss associated with the effect of the work-stoppage at the Israeli plant. In addition, in December 2020, during the course of our negotiations with the Histadrut and the employees' committee on severance remuneration for employees who may be laid-off as part of the workforce down-sizing as a result of the transfer of GLASSIA manufacturing to Takeda that we implemented during 2021, the employee's committee declared a labor dispute, which was subsequently concluded during February 2021 following the execution of a special collective bargaining agreement governing such severance terms. In March 2023, we entered into an additional special collective bargaining agreement with the employees' committee and the Histadtrut governing severance remuneration terms for employees who may be laid-off in connection with the potential staff reductions, when needed, in order to adjust to lower plant utilization. Any future disputes with the employees' committee and the Histadrut over the implementation or the interpretation or the renewal of the collective bargaining agreement may lead to additional labor costs and/or work stoppages, which could adversely affect our business operations, including through a loss of revenue and strained relationships with customers.

Following the establishment of our U.S. commercial operations through our subsidiaries Kamada Inc. and Kamada Plasma LLC, we have entered into intercompany agreements for the transfer of products, which require us to meet transfer pricing requirements under both Israeli and U.S. tax legislation.

Following the establishment of our U.S. commercial operations through our subsidiaries Kamada Inc. and Kamada Plasma LLC, we have entered into intercompany agreements for the transfer of products. Our intercompany agreements for the sale of products or provision of services are required to be made on an arms-length basis and must comply with transfer pricing provisions of tax laws in Israel and the U.S. In order to determine the adequate transfer pricing arrangement, we are required to perform a transfer pricing study to compare the contemplated intercompany transaction with similar transactions entered into amongst non-related parties. There can be no assurance that the Israeli and/or tax authorities would accept such transfer pricing study when determining our, or any of our subsidiary's income, profitability and tax assessment. Failure to comply with transfer pricing rules may result in increased tax expenses, penalties and legal actions against us, our subsidiaries or our executive officer.

We may be exposed to tax reporting requirements and tax expense in multiple jurisdictions in which our products are being distributed.

We are incorporated under the laws of the State of Israel and some of our subsidiaries are organized under the laws of Delaware and Ireland and as a result, we are subject to local tax requirements and potential tax expenses in these territories. We store, distribute and sell our Proprietary products in multiple other countries in which we do not have any subsidiaries or physical presence; nevertheless, in some of these countries, pursuant to local legislation, we may be considered as "conducting business activities" which may expose us to certain reporting requirements and potential direct or indirect tax payments. Failure to comply with such local legislation may result in increased tax expenses, penalties and legal action against us, our subsidiaries or our executive officers.

Increasing use of artificial intelligence and new technologies could give rise to liability, breaches of data security, or reputational damage.

We and our employees increasingly utilize artificial intelligence ("AI") tools to support various business functions. While these tools offer efficiencies, they may also result in potential inaccuracies and miscommunications leading to misunderstandings with stakeholders, such as customers and regulatory entities.

Furthermore, the use of AI solutions by our employees or third parties on which we rely, may lead to the public disclosure of confidential information (including personal data and proprietary information) in contravention of our internal policies, data protection laws, or contractual requirements.

In the future, we may consider the use of additional AI tools for various aspects of our business. While these advancements could provide significant benefits, they also present new risks. The integration of new AI technologies could lead to unforeseen technical challenges, increased reliance on AI systems, and potential disruptions in our operations. Additionally, the rapidly evolving nature of AI may necessitate continuous updates to our risk management strategies and compliance frameworks to address emerging ethical and regulatory concerns. As we expand our use of AI, we are committed to mitigating these risks through robust data protection measures, regular monitoring, and ongoing employee training; however, there can be no assurance that these measures will fully mitigate the associated risks.

Risks Related to Intellectual Property

Our success depends in part on our ability to obtain and maintain protection in the United States and other countries for the intellectual property relating to or incorporated into our technology and products, including the patents protecting our manufacturing process.

Our success depends in large part on our ability to obtain and maintain protection in the United States and other countries for the intellectual property covering or incorporated into our technology and products, especially intellectual property related to our manufacturing processes. At present, we consider our patents relating to our manufacturing process to be material to the operation of our business as a whole.

However, the patent landscape in the biotechnology and pharmaceutical fields is highly complicated and uncertain and involves complex legal, factual and scientific questions. Changes in either patent laws or in the interpretation of patent laws in the United States and other countries may diminish the value and strength of our intellectual property or narrow the scope of our patent protection. In addition, we may fail to apply for or be unable to obtain patents necessary to protect our technology or products or enforce our patents due to lack of information about the exact use of our processes by third parties. Even if patents are issued to us or to our licensors, they may be challenged, narrowed, invalidated, held to be unenforceable or circumvented, which could limit our ability to prevent competitors from using similar technology or marketing similar products, or limit the length of time our technologies and products have patent protection. Additionally, many of our patents relate to the processes we use to produce our products, not to the products themselves. In many cases, the plasma-derived products we produce or intend to develop in the future will not, in and of themselves, be patentable. Since many of our patents relate to processes or uses of the products obtained therefrom, if a competitor is able to utilize a process that does not rely on our protected intellectual property, that competitor could sell a plasma-derived product similar to one we have developed or sell it without infringing these patents.

Patent rights are territorial; thus, any patent protections we have will only be enforceable in those countries in which we have issued patents. In addition, the laws of certain countries do not protect our intellectual property rights to the same extent as do the laws of the U.S. and the European Union. Competitors may successfully challenge our patents, produce similar drugs or products that do not infringe our patents, or produce drugs in countries where we have not applied for patent protection or that do not recognize or provide enforcement mechanisms for our patents. Furthermore, it is not possible to know the scope of claims that will be allowed in pending applications or which claims of granted patents, if any, will be deemed enforceable in a court of law.

Due to the extensive time needed to develop, test and obtain regulatory approval for our therapeutic candidates or any product we may sell or market, any patents that protect our therapeutic candidates or any product we may sell, or market may expire early during commercialization. This may reduce or eliminate any market advantages that such patents may give us. Following patent expiration, we may face increased competition through the entry of recombinant or generic products into the market and a subsequent decline in market share and profits.

In some cases, we may rely on our licensors or partners to conduct patent prosecution, patent maintenance or patent defense on our behalf. Therefore, our ability to ensure that these patents are properly prosecuted, maintained, or defended may be limited, which may adversely affect our rights in our therapeutic candidates and potential approved for marketing products. Any failure by our licensors or development or commercialization partners to properly conduct patent prosecution, maintenance, enforcement, or defense could materially harm our ability to obtain suitable patent protection covering our therapeutic candidates or products or ensure freedom to commercialize the products in view of third-party patent rights, thereby materially reducing our potential profits.

Our patents also may not afford us protection against competitors or other third parties with similar technology. Because patent applications worldwide are typically not published until 18 months after their filing, and because publications of discoveries in scientific literature often lag behind actual discoveries, neither we nor our licensors can be certain that we or they were the first to file for protection of the inventions set forth in such patent applications. As a result, the patents we own and license may be invalidated in the future, and the patent applications we own and license may not be granted. Moreover, in the US, during 2012, the Leahy-Smith America Invents Act ("AIA") created a new legal proceeding, the *inter partes review* petition, that allows third parties to challenge the validity of patents before the Patent Trials and Appeals Board.

The costs of these proceedings could be substantial and our efforts in them could be unsuccessful, resulting in a loss of our anticipated patent position. In addition, if a third party prevails in such a proceeding and obtains an issued patent, we may be prevented from practicing technology or marketing products covered by that patent. Additionally, patents and patent applications owned by third parties may prevent us from pursuing certain opportunities such as entering into specific markets or developing or commercializing certain products or reducing the cost effectiveness of the relevant business as a result of needing to make royalty payments or other business conciliations. Finally, we may choose to enter into markets where certain competitors have patents or patent protection over technology that may impede our ability to compete effectively.

Our patents are due to expire at various dates between 2027 and 2044. However, because of the extensive time required for development, testing and regulatory review of a potential product, it is possible that, before any of our products can be commercialized, any related patent may expire or remain in force for only a short period following commercialization, thereby limiting advantages of the patent. Our pending and future patent applications may not lead to the issuance of patents or, if issued, the patents may not be issued in a form that will provide us with any competitive advantage. We also cannot guarantee that: any of our present or future patents or patent claims or other intellectual property rights will not lapse or be invalidated, circumvented, challenged or abandoned; our intellectual property rights will provide competitive advantages or prevent competitors from making or selling competing products; our ability to assert our intellectual property rights against potential competitors or to settle current or future disputes will not be limited by our agreements with third parties; any of our pending or future patent applications will be issued or have the coverage originally sought; our intellectual property rights will be enforced in jurisdictions where competition may be intense or where legal protection may be weak; or we will not lose the ability to assert our intellectual property rights against, or to license our technology to, others and collect royalties or other payments. In addition, our competitors or others may design around our patents or protected technologies. Effective protection of our intellectual property rights may also be unavailable, limited or not applied in some countries, and even if available, we may fail to pursue or obtain necessary intellectual property protection in such countries. In addition, the legal systems of certain countries do not favor the aggressive enforcement of patents and other intellectual property rights, and the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. In order to preserve and enforce our patent and other intellectual property rights, we may need to make claims, apply certain patent or other regulatory procedures or file lawsuits against third parties. Such proceedings could entail significant costs to us and divert our management's attention from developing and commercializing our products. Lawsuits may ultimately be unsuccessful and may also subject us to counterclaims and cause our intellectual property rights to be challenged, narrowed, invalidated or held to be unenforceable.

Additionally, unauthorized use of our intellectual property may have occurred or may occur in the future, including, for example, in the production of counterfeit versions of our products. Counterfeit products may use different and possibly contaminated sources of plasma and other raw materials, and the purification process involved in the manufacture of counterfeit products may raise additional safety concerns, over which we have no control. Although we have taken steps to minimize the risk of unauthorized uses of our intellectual property, including for the production of counterfeit products, any failure to identify unauthorized use of, and otherwise adequately protect, our intellectual property could adversely affect our business, including reducing the demand for our products. Additionally, any reported adverse events involving counterfeit products that purported to be our products could harm our reputation and the sale of our products in particular and consumer willingness to use plasma-derived therapeutics in general. Moreover, if we are required to commence litigation related to unauthorized use, whether as a plaintiff or defendant, such litigation would be time-consuming, force us to incur significant costs and divert our attention and the efforts of our management and other employees, which could, in turn, result in lower revenue and higher expenses.

In addition to patented technology, we rely on our unpatented proprietary technology, trade secrets, processes and know-how.

We rely on proprietary information (such as trade secrets, know-how and confidential information) to protect intellectual property that may not be patentable, or that we believe is best protected by means that do not require public disclosure. We generally seek to protect this proprietary information by entering into confidentiality agreements, or consulting, services, material transfer agreements or employment agreements that contain non-disclosure and non-use provisions, as well as ownership provisions, with our employees, consultants, service providers, contractors, scientific advisors and third parties. However, we may fail to enter into the necessary agreements, and even if entered into, these agreements may be breached or otherwise fail to prevent disclosure, third-party infringement or misappropriation of our proprietary information, may be limited as to their term and may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. We have limited control over the protection of trade secrets used by our third-party manufacturers, suppliers, other third parties which are granted with license to use our know-how and former employees and could lose future trade secret protection if any unauthorized disclosure of such information occurs. In addition, our proprietary information may otherwise become known or be independently developed by our competitors or other third parties. To the extent that our employees, consultants, service providers, contractors, scientific advisors and other third parties use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection for our proprietary information could adversely affect our competitive business position. Furthermore, laws regarding trade secret rights in certain markets where we operate may afford little or no protection to our trade secrets.

We also rely on physical and electronic security measures to protect our proprietary information, but we cannot provide assurance that these security measures will not be breached or provide adequate protection for our property. There is a risk that third parties may obtain and improperly utilize our proprietary information to our competitive disadvantage. We may not be able to detect or prevent the unauthorized use of such information or take appropriate and timely steps to enforce our intellectual property rights. See "*—Our business and operations would suffer in the event of computer system failures, cyber-attacks on our systems or deficiency in our cyber security measures*."

Changes in either U.S. or foreign patent law or in the interpretation of such laws could diminish the value of patents in general, thereby impairing our ability to protect our products.

Our success, like the success of many other biotechnology companies, is heavily dependent on intellectual property and on patents in particular. The procurement and enforcement of patents in the biotechnology industry is complex from a technological and legal standpoint, and the process is therefore costly, time-consuming and inherently uncertain. In addition, on September 16, 2011, the AIA was signed into law, introducing significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted. An important change introduced by the AIA is that, as of March 16, 2013, the United States transitioned to a "first-to-file" system for deciding which party should be granted a patent when two or more patent applications are filed by different parties claiming the same invention. A third party that files a patent application with the United States Patent and Trademark Office ("USPTO") after that date but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by the third party. As a result of this change of law, if we do not promptly file a patent application at the time of a new product's invention, and if a third party subsequently invented and patented such product, we would lose our right to patent such invention.

The AIA also introduced new limitations on where a patentee may file a patent infringement suit and new opportunities for third parties to challenge any issued patent in the USPTO. Such changes apply to all of our U.S. patents, even those issued before March 16, 2013. Because of a lower evidentiary standard necessary to invalidate a patent claim in USPTO proceedings compared to the evidentiary standard in U.S. federal court, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action.

Depending on decisions by the U.S. Congress, federal courts, the USPTO, or similar authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents and enforce our existing and future patents.

We may be subject to claims that we infringe, misappropriate or otherwise violate the intellectual property rights of third parties.

The conduct of our business, our Proprietary Products and/or Distribution products or product candidates may infringe or be accused of infringing one or more claims of an issued patent or may fall within the scope of one or more claims in a published patent application that may be subsequently issued and to which we do not hold a license or other rights. For example, certain of our competitors and other third parties own patents and patent applications in the realm of our biosimilars distribution products, or in areas relating to critical aspects of our business and technology, including the separation and purification of plasma proteins, the composition of AAT, the use of AAT for different indications, and the distribution or use of recombinant or biosimilar pharmaceutical products, and these competitors may in the future allege that we are infringing on their patent rights. We may face claims alleging that we are infringing, misappropriating, or otherwise violating the intellectual property rights of third parties, including trademarks, copyrights, or trade secrets. If such claims are brought against us, our strategic partners, or our manufacturing suppliers for Distribution products, we could incur significant legal expenses and, if unsuccessful in our defense, be required to pay substantial damages. Additionally, such claims could result in injunctions or other remedies that may force us or our partners to cease or delay the manufacturing, exportation, or sale of the affected products or product candidates, which could materially impact our business and operations. See also "*In recent years we entered into agreements for future distribution in Israel of several biosimilar product candidates, and the successful future distribution of these products is dependent upon several factors some of which are beyond our control."*

In addition, we are a party to certain license agreements that may impose various obligations upon us as a licensee, including the obligation to bear the cost of maintaining the patents subject to the license and to make milestone and royalty payments. If we fail to comply with these obligations, the licensor may terminate the license, in which event we might not be able to market any product that is covered by the licensed intellectual property.

If we are found to be infringing, misappropriating or otherwise violating the patent or other intellectual property rights of a third party, or in order to avoid or settle claims, we or our strategic partners may choose or be required to seek a license, execute cross-licenses or enter into a covenant not to sue agreement from a third party and be required to pay license fees or royalties or both, which could be substantial. These licenses may not be available on acceptable terms, or at all. Even if we or our strategic partners were able to obtain a license, the rights may be nonexclusive, which could result in our competitors gaining access to the same intellectual property. Ultimately, we could be prevented from commercializing a product, or be forced to cease some aspect of our business operations, if, as a result of actual or threatened claims, we or our strategic partners are unable to enter into licenses on acceptable terms.

There have been substantial litigation and other proceedings regarding patent and other intellectual property rights in the pharmaceutical and biotechnology industries. In addition, to the extent that we gain greater visibility and market exposure as a public company in the United States, we face a greater risk of being involved in such litigation. In addition to infringement claims against us, we may become a party to other patent litigation and other proceedings, including interference, opposition, cancellation, re-examination and similar proceedings before the USPTO and its foreign counterparts and other regulatory authorities, regarding intellectual property rights with respect to our products. The cost to us of any patent litigation or other proceeding, even if resolved in our favor, could be substantial. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace or to conduct our business in accordance with our plans and budget, and patent litigation and other proceedings may also absorb significant management time.

Some of our employees, consultants and service providers, were previously employed or hired at universities, medical institutes, or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. While we take steps to prevent them from using the proprietary information or know-how of others in their work for us, we may be subject to claims that we or they have inadvertently or otherwise used or disclosed intellectual property, trade secrets or other proprietary information of any such employee's former employer or former ordering service or that they have breached certain non-compete obligations to their former employers. Litigation may be necessary to defend against these claims and, even if we are successful in defending ourselves, could result in substantial costs to us or be distracting to our management. If we fail to defend any such claims successfully, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel.

If we are unable to protect our trademarks from infringement, our business prospects may be harmed.

We own trademarks that identify certain of our products, our business name and our logo, and have registered these trademarks in certain key markets. Although we take steps to monitor the possible infringement or misuse of our trademarks, it is possible that third parties may infringe, dilute or otherwise violate our trademark rights. Any unauthorized use of our trademarks could harm our reputation or commercial interests. In addition, our enforcement against third-party infringers or violators may be unduly expensive and time-consuming, and the outcome may be an inadequate remedy. Even if trademarks are issued to us or to our licensors, they may be challenged, narrowed, cancelled, or held to be unenforceable or circumvented.

Risks Related to Our Financial Position and Capital Resources

We have incurred significant losses since our inception and while we have been profitable in recent years, we may not be able to sustain profitability.

While we were profitable in the years ended December 31, 2024, and 2023 we incurred significant losses since inception and as of December 31, 2024, we had an accumulated deficit of $25.7 million.

The acquisition of the portfolio of four FDA-approved products in November 2021 resulted in the recognition of significant balances of intangible assets as well as contingent consideration and other long-term liabilities. The recognized value of the intangible assets is amortized over their expected useful life, resulting in significant amortization expenses captured as costs of goods sold and sales and marketing expenses. For each of the years ended December 31, 2024, 2023 and 2022, such amortization expenses totaled $7.1 million. The contingent consideration and other long-term liabilities are reevaluated at the end of each reporting period resulting in significant revaluation cost recognized as financial expenses. For the years ended December 31, 2024, 2023 and 2022, such financial expenses totaled $8.1 million, $1.0 million and $6.3 million, respectively. We estimate to incur these significant amortization and financial expenses for the foreseeable future.

While the acquisition of our portfolio of four FDA-approved plasma-derived hyperimmune commercial products represented an important growth driver and revenue source, there can be no assurance that we will be able to continue to reap the benefits of such acquisition and any other future acquisitions, and we may not be able to generate or sustain profitability in future years.

Our financial position and operations may be affected as a result of the indebtedness we may incur and the liabilities we assumed in connection with the acquisition of the portfolio of four FDA-approved products.

On November 15, 2021, to partially fund the acquisition of the portfolio of four FDA-approved products, we obtained a $40 million debt facility from Bank Hapoalim B.M., comprised of a $20 million short-term revolving credit facility and a $20 million five-year loan. In September 2023, we repaid in full the outstanding balance of the $20 million five-year loan. The credit facility was in effect for an initial period of 12 months, and effective as of January 1, 2023, the credit facility was reduced to NIS 35 million (approximately $10 million) and was extended for two additional periods of 12 months each through December 31, 2024. Through the end of 2024, we did not borrow any money under the credit facility.

On February 17, 2025, we converted the credit facility to a NIS 35 million on-call credit facility from Bank Hapoalim, with each loan thereunder bearing interest at a rate of 6.3%. As part of the conversion, we also undertook not to create a floating charge over all or materially all of our assets. In addition, the previous credit facility, as described above, has been terminated, together with our obligations to meet the financial covenants thereunder.

Borrowings under the on-call credit facility may have adverse consequences on our business, including:

- expose us to the risk of increased interest rates;
- prevent us from pledging our assets as collateral, which could limit our ability to obtain additional debt financing;
- place us at a competitive disadvantage compared to our competitors that have less debt, better debt servicing options or stronger debt servicing capacity; and
- increase our cost of borrowing.

In addition, as part of the acquisition of the portfolio of four FDA-approved products, we agreed to pay and assumed the following liabilities:

- Up to $50 million of contingent consideration subject to the achievement of sales thresholds through December 31, 2034. As of December 31, 2024, the Company had paid the first two sales milestone payments on account of the contingent consideration and the third sales threshold is expected to be achieved during the first quarter of 2025 and subsequently paid.
- A total amount of $14.2 million on account of acquired inventory to be paid in ten equal quarterly instalments of $1.5M each (or the remaining balance at the final instalment). As of December 31, 2024, we had paid all such instalments.
- Future payment of royalties (some of which are perpetual) and milestone payments to third parties subject to the achievement of corresponding CYTOGAM related net sales thresholds and milestones.

The future payments of such obligations may have a significant effect on our cash availability in future periods and may potentially require us to assume more debt. For additional information, see Note 13 in our consolidated financial statements included in this Annual Report.

Our business requires substantial capital, including potential investments in large capital projects, to operate and grow and to achieve our strategy of realizing increased operating leverage, for which we may incur debt or issue additional equity.

In order to obtain and maintain FDA, EMA and other regulatory approvals for product candidates and new indications for existing products, we may be required to enhance the facilities and processes by which we manufacture existing products, to develop new product delivery mechanisms for existing products, to develop innovative product additions and to conduct clinical trials. We face a number of obstacles that we will need to overcome in order to achieve our operating goals, including but not limited to the successful development of experimental products for use in clinical trials, the design of clinical study protocols acceptable to the FDA, the EMA and other regulatory authorities, the successful outcome of clinical trials, scaling our manufacturing processes to produce commercial quantities or successfully transition technology, obtaining FDA, EMA and other regulatory approvals of the resulting products or processes and successfully marketing an approved or new product with applicable new processes. To finance these various activities, we may need to incur debt or issue additional equity. We may not be able to structure our debt obligations on favorable economic terms and any offering of additional equity would result in a dilution of the equity interests of our current shareholders. To the extent that we raise additional funds to fund our activities through debt financing, if available, it may result in increased fixed payment obligations and may involve agreements that include covenants limiting or restricting our ability to take specific actions such as incurring debt, making capital expenditures or declaring dividends. If we raise additional funds through collaboration, strategic alliance and licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams or product candidates, or grant licenses on terms that are not favorable to us. A failure to fund these activities may harm our growth strategy, competitive position, quality compliance and financial condition.

In addition, our manufacturing facility requires continued investment and upgrades. Moreover, any enhancements to our manufacturing facilities necessary to obtain FDA or EMA approval for product candidates or new indications for existing products could require large capital projects. We may also undertake such capital projects in order to maintain compliance with cGMP or expand capacity. Capital projects of this magnitude involve technology and project management risks. Technologies that have worked well in a laboratory or in a pilot plant may cost more or not perform as well, or at all, in full scale operations. Projects may run over budget or be delayed. We cannot be certain that any such project will be completed in a timely manner or that we will maintain our compliance with cGMP, and we may need to spend additional amounts to achieve compliance. Additionally, by the time multi-year projects are completed, market conditions may differ significantly from our initial assumptions regarding competitors, customer demand, alternative therapies, reimbursement and public policy, and as a result capital returns may not be realized. In addition, to fund large capital projects, we may similarly need to incur debt or issue additional dilutive equity. A failure to fund these activities may harm our growth strategy, competitive position, quality compliance and financial condition.

Our current working capital may not be sufficient to complete our research and development with respect to any or all of our pipeline products or to commercialize our products.

As of December 31, 2024, we had cash and cash equivalents of $78.4 million. We plan to fund our future operations through continued sales and distribution of our Proprietary Products and Distribution products, commercialization and/or out-licensing of our pipeline product candidates, and as requires raising additional capital through the sale of equity or debt. These amounts may not be sufficient to complete the research and development of all of our candidates, and there can be no assurances of the financial success of our commercialization activities or our ability to access the equity and debt capital markets on terms acceptable to us, if at all. To the extent we are unable to fund our research and development, our future product development activities could be materially adversely affected.

We are subject to foreign currency exchange risk.

We receive payment for our sales and make payments for resources in a number of different currencies. While our sales and expenses are primarily denominated in U.S. dollars, our financial results may be adversely affected by fluctuations in currency exchange rates as a portion of our sales and expenses are denominated in other currencies, including the NIS and the Euro. Market volatility and currency fluctuations may limit our ability to cost-effectively hedge against our foreign currency exposure and, in addition, our ability to hedge our exposure to currency fluctuations in certain emerging markets may be limited. Hedging strategies may not eliminate our exposure to foreign exchange rate fluctuations and may involve costs and risks of their own, such as devotion of management time, external costs to implement the strategies and potential accounting implications. Foreign currency fluctuations, independent of the performance of our underlying business, could lead to materially adverse results or could lead to positive results that are not repeated in future periods.

Events in global credit markets may impact our ability to obtain financing or increase the cost of future financing, including interest rate fluctuations based on macroeconomic conditions that are beyond our control.

During periods of volatility and disruption in the U.S., European, Israeli or global credit markets, obtaining additional or replacement financing may be more difficult, and the cost of debt could be high. The high cost of debt may limit our ability to have cash on hand for working capital, capital expenditures and acquisitions on terms that are acceptable to us.

To service any future indebtedness and other obligations, we may require a significant amount of cash and our ability to generate cash depends on many factors beyond our control.

The capability to pay and refinance any future indebtedness and to fund working capital requirements and planned capital expenditures will depend on our ability to generate cash in the future. A significant reduction in our operating cash flows resulting from changes in economic conditions, increased competition or other events beyond our control could increase the need for additional or alternative sources of liquidity and could have a material adverse effect on our business, financial condition, results of operations, prospects and our ability to service any future debt and other obligations. If we are unable to service any future indebtedness through sufficient cash flows from operations, we will be forced to shift to alternative strategies, which may include the reducing of capital expenditures, the sale of assets, the restructuring or refinancing of debt (if any) or the seeking of additional equity. We cannot assure that these alternative strategies, if any, could be implemented on satisfactory and commercially reasonable terms, that they would provide sufficient funds to make the required payments on our debt or to fund our other liquidity needs.

Risks Related to Our Ordinary Shares

The requirements of being a public company in the United States, as well as in Israel, may strain our resources and distract our management, which could make it difficult to manage our business and could have a negative effect on our results of operations and financial condition.

As a public company whose shares are traded on the Nasdaq Global Select Market ("Nasdaq") and the Tel Aviv Stock Exchange (the "TASE"), we are required to comply with various regulatory and reporting requirements, including those required by the SEC. Complying with these reporting and regulatory requirements is time consuming, and may result in increased costs to us and could have a negative effect on our business, results of operations and financial condition. As a public company in the United States, we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the requirements of the Sarbanes-Oxley Act of 2002 ("SOX"). These requirements may place a strain on our systems and resources. The Exchange Act requires that we file annual and current reports, and file or make public certain additional information, with respect to our business and financial condition. SOX requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting. To maintain and improve the effectiveness of our disclosure controls and procedures, we may need to commit significant resources, hire additional staff and provide additional management oversight. These activities may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition and results of operations. Furthermore, as our business changes and if we expand either through acquisitions or by means of organic growth, our internal controls may become more complex and we will require significantly more resources to ensure our internal controls remain effective. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could impact our financial information and adversely affect our operating results or cause us to fail to meet our reporting obligations. If we identify material weaknesses, the disclosure of that fact, even if quickly remediated, could require significant resources to remediate, expose us to legal or regulatory proceedings, and reduce the market's confidence in our financial statements and negatively affect our share price.

Our share price may be volatile.

The market price of our ordinary shares is highly volatile and could be subject to wide fluctuations in price as a result of various factors, some of which are beyond our control. These factors include:

- actual or anticipated fluctuations in our financial condition and operating results;
- overall conditions in the specialty pharmaceuticals market;
- loss of significant customers or changes to agreements with our strategic partners;
- changes in laws or regulations applicable to our products;
- actual or anticipated changes in our growth rate relative to our competitors;
- announcements of clinical trial results, technological innovations, significant acquisitions, strategic alliances, joint ventures or capital commitments by us or our competitors;
- changes in key personnel;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- the issuance of new or updated research reports by securities analysts;
- disputes or other developments related to proprietary rights, including patents, litigation matters and our ability to obtain intellectual property protection for our technologies;
- announcement of, or expectation of, additional financing efforts;
- sales of our ordinary shares by us or our shareholders;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- The outcomes of litigation proceedings involving us;
- Share price analyses or other information disseminated by analysts, influencers, and bloggers on social media platforms;
- recalls and/or adverse events associated with our products; and
- general political, economic and market conditions.

Furthermore, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market price of equity securities of many companies. Broad market and industry fluctuations, as well as general economic, political and market conditions, may negatively impact the market price of our ordinary shares.

In the past, companies that have experienced volatility in the market price of their shares have been subject to securities class action litigation or derivative actions. We, as well as our directors and officers, may also be the target of these types of litigation and actions in the future. Securities litigation against us could result in substantial costs and divert our management’s attention from other business concerns, which could seriously harm our business.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business, or our market, or if they adversely change their recommendations or publish negative reports regarding our business or our shares, our share price and trading volume could be negatively impacted.

The trading market for our ordinary shares may be influenced by research and reports that industry or securities analysts may publish about us, our business, our market, or our competitors. We do not have any control over these analysts, and we cannot provide any assurance that analysts will cover us or, if they do, provide favorable coverage. If any of the analysts who may cover us adversely change their recommendation regarding our shares, or provide more favorable relative recommendations about our competitors, our share price would likely decline. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could negatively impact our share price or trading volume.

Information published by influencers and bloggers on various social media platforms can cause significant volatility in our share price and trading volume, impacting investor perception and market stability.

The increased use of social media platforms and the influence of online content creators, such as influencers and bloggers as tools for analyzing and recommending investments in the securities market, present risks to the stability and valuation of our share price. Social media content can rapidly disseminate information, opinions, and rumors about our company and our securities, which may not always be accurate or based on verified facts and may be misleading. This can lead to several potential risks, including: (i) social-media-driven trends and sentiments can cause significant fluctuations in our share price, as evidenced by recent coverage of us by a social media influencer that resulted in an increase in our share price and trading volume; (ii) negative or misleading information spread through social media can harm our reputation or lead to a loss of investor confidence, thereby adversely affecting our share price and market capitalization; (iii) attracting regulatory attention which could lead to investigations or actions by regulatory authorities, potentially resulting in fines, sanctions, or other legal consequences; (iv) sudden surges in buying or selling activity driven by social media trends can lead to short-term price spikes or drops, which may not reflect our long-term value or strategic direction; and (v) the need to monitor and respond to social media content can divert management's attention and resources from core business operations, resulting in significant costs and negatively impacting operational efficiency.

Our shareholders may experience significant dilution as a result of any additional financing using our equity securities or may experience a decrease in the share price due to sales of our equity securities.

To the extent that we raise additional funds to fund our activities through the sale of equity or securities that are convertible into or exchangeable for, or that represent the right to receive, ordinary shares or substantially similar securities, your ownership interest will be diluted. Any additional capital raised through the sale of equity securities will likely dilute the ownership percentage of our shareholders. For example, in September 2023, we consummated a $60.0 million private placement of approximately 12.6 million ordinary shares to FIMI Opportunity Funds.

Future sales of ordinary shares by affiliates could cause our share price to fall.

The FIMI Opportunity Funds collectively own 22,084,287 of our outstanding ordinary shares (representing an ownership percentage of 38.4% of the outstanding shares and 38.3% on a fully diluted basis as March,1 2025). Pursuant to a registration rights agreement entered into with FIMI Opportunity Funds on January 20, 2020, as amended on May 23, 2023, they have "demand" and "piggyback" registration rights covering the ordinary shares of our company held by them. All shares of FIMI Opportunity Funds sold pursuant to an offering covered by a registration statement would be freely transferable. Sales of a substantial number of shares of our ordinary shares, or the perception that the FIMI Opportunity Funds may exercise their registration rights, could put downward pressure on the market price of our ordinary shares and could impair our future ability to raise capital through an offering of our equity securities.

The significant share ownership positions and board representation of the FIMI Opportunity Funds and Leon Recanati may limit our shareholders' ability to influence corporate matters.

The FIMI Opportunity Funds (three of whose partners are members of our board of directors, one of which serves as our chairman) and Leon Recanati, a member of our board of directors, beneficially owned, directly and indirectly, approximately 38.4% and 6.1% of our outstanding ordinary shares, respectively, as of March,1 2025. For additional information, see "Item 6. Directors, Senior Management and Employees — *Share Ownership*" and "*Item 7. Major Shareholders and Related Party Transactions — Major Shareholders*." Accordingly, the FIMI Opportunity Funds and Leon Recanati, through their equity ownership and board representation, individually and collectively, have significant influence over the outcome of matters required to be submitted to our shareholders for approval, including decisions relating to the election of directors (other than our external directors, for whose election the approval of the majority of shares held by non-controlling shareholders and non-interested shareholders is required under Israeli law) and the outcome of any proposed acquisition, merger or consolidation of our company. Their interests may not be consistent with those of our other shareholders. In addition, these parties' significant interest in us may discourage third parties from seeking to acquire control of us, which may adversely affect the market price of our shares. This concentration of ownership may also cause a decrease in the volume of trading or otherwise adversely affect our share price.

Our ordinary shares are traded on more than one market and this may result in price variations.

Our ordinary shares have been traded on the TASE since August 2005, and on Nasdaq since May 2013. Trading in our ordinary shares on these markets takes place in different currencies (U.S. dollars on Nasdaq and NIS on the TASE), and at different times (as a result of different time zones, trading days and public holidays in the United States and Israel). The trading prices of our ordinary shares on these two markets may differ due to these and other factors. Any decrease in the price of our ordinary shares on the TASE could cause a decrease in the trading price of our ordinary shares on Nasdaq, and a decrease in the price of our ordinary shares on Nasdaq could likewise cause a decrease in the trading price of our ordinary shares on the TASE.

Our U.S. shareholders may suffer adverse tax consequences if we are characterized as a passive foreign investment company.

Generally, if, for any taxable year, (i) at least 75% of our gross income is passive income or (ii) at least 50% of the value of our assets is attributable to assets that produce passive income or are held to produce passive income, we would be characterized as a passive foreign investment company ("PFIC") for U.S. federal income tax purposes. If we are characterized as a PFIC, our U.S. shareholders may suffer adverse tax consequences, including having gains realized on the sale of our ordinary shares treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to dividends received on our ordinary shares, and having interest charges apply to distributions by us and the proceeds of share sales. See *"*Item 10. Additional Information — *E. Taxation — United States Federal Income Taxation."*

Based upon the value of our assets and the nature and composition of our income and assets, we do not believe that we were a PFIC for the taxable year ended December 31, 2024, however, no assurances can be made in that regard. The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis applying principles and methodologies that in some circumstances are unclear and subject to varying interpretation.

We are a "foreign private issuer" and have disclosure obligations that are different from those of U.S. domestic reporting companies. As a result, we may not provide you the same information as U.S. domestic reporting companies or we may provide information at different times, which may make it more difficult for you to evaluate our performance and prospects.

We are a foreign private issuer and, as a result, are not subject to the same requirements as U.S. domestic issuers. Under the Exchange Act, we are subject to reporting obligations that, in certain respects, are less detailed and/or less frequent than those of U.S. domestic reporting companies. For example, we are not required to issue quarterly reports, proxy statements that comply with the requirements applicable to U.S. domestic reporting companies, or individual executive compensation information that is as detailed as that required of U.S. domestic reporting companies. We also have four months after the end of each fiscal year to file our annual reports with the SEC and are not required to file current reports as frequently or promptly as U.S. domestic reporting companies. Furthermore, our directors and executive officers are not required to report equity holdings under Section 16 of the Exchange Act and are not subject to the insider short-swing profit disclosure and recovery regime.

As a foreign private issuer, we are also exempt from the requirements of Regulation FD (Fair Disclosure) which, generally, are meant to ensure that select groups of investors are not privy to specific information about an issuer before other investors. However, we are still subject to the anti-fraud and anti-manipulation rules of the SEC, such as Rule 10b-5 under the Exchange Act. Since many of the disclosure obligations imposed on us as a foreign private issuer differ from those imposed on U.S. domestic reporting companies, you should not expect to receive the same information about us and at the same time as the information provided by U.S. domestic reporting companies.

As we are a "foreign private issuer" and follow certain home country corporate governance practices instead of otherwise applicable Nasdaq corporate governance requirements, our shareholders may not have the same protections afforded to shareholders of domestic U.S. issuers that are subject to all Nasdaq corporate governance requirements.

As a foreign private issuer, we have the option to, and we do, follow Israeli corporate governance practices rather than certain corporate governance requirements of Nasdaq, except to the extent that such laws would be contrary to U.S. securities laws, and provided that we disclose the requirements we are not following and describe the home country practices we follow instead. We have relied on this "foreign private issuer exemption" with respect to all the items listed under the heading "Item 16G. Corporate Governance," including with respect to shareholder approval requirements in respect of equity issuances and equity-based compensation plans, the requirement to have independent oversight on our director nominations process and to adopt a formal written charter or board resolution addressing the nominations process, the quorum requirement for meetings of our shareholders and the Nasdaq requirement to have a formal charter for the compensation committee. We may in the future elect to follow home country practices in Israel with regard to other matters. As a result, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements. See *"Item 16G. Corporate Governance."*

We may not pay dividends in the future.

While we have historically retained our earnings to finance operations and expand our business, on March 5, 2025, we announced a special cash dividend of $0.20 per share (approximately $11.5 million in the aggregate), with a record date (ex-dividend date) of March 17, 2025, which will be paid on April 7, 2025. We have not determined whether we will continue to make distributions in the future or refrain from similar distributions. Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend on a number of factors, including our financial condition, operating results, capital requirements, and other factors that the board of directors considers relevant. Israeli law limits our ability to declare and pay dividends and may subject our dividends to Israeli withholding taxes. In addition, any agreement that we may enter into in the future may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our ordinary shares. Accordingly, investors should rely on sales of their ordinary shares after price appreciation, which may never occur, as the only way to realize any future gains on their investments. See Exhibit 2.1 "Description of Securities—Dividend and Liquidation Rights" and Item 10. Additional Information — *E. Taxation — Israeli Tax Considerations and Government Programs —* T*axation of Our Shareholders — Dividends."*

Risks Relating to Our Incorporation and Location in Israel

Our business could be adversely affected by political, economic and military instability in Israel and its region.

We are incorporated under Israeli law and our principal offices and manufacturing facilities are located in Israel. In addition, most of our officers and directors are residents of Israel. Accordingly, political, economic and military conditions in Israel and the surrounding region may directly affect our business.

Since the State of Israel was established in 1948 and in recent years, armed conflicts have occurred between Israel and its neighboring countries and terrorist organizations active in the region, which have involved missile strikes, hostile infiltrations, terrorism against civilian targets in various parts of Israel, and recently abduction of soldiers and citizens.

On October 7, 2023, Hamas terrorists infiltrated Israel's southern border from the Gaza Strip and conducted a series of attacks on civilian and military targets. Hamas also launched extensive rocket attacks on Israeli population and industrial centers. These attacks resulted in extensive deaths and injuries, and Hamas additionally kidnapped many Israeli civilians and soldiers. Following the attack, Israel's security cabinet declared war against Hamas and as a result, the Israeli military began to call-up reservists for active duty. See also "*— Our operations may be disrupted by the obligations of personnel to perform military service."* Subsequent to the commencement of the Hamas-Israel war, Hezbollah in Lebanon launched missile, rocket and shooting attacks against Israeli military sites, troops and Israeli towns in northern Israel; and the Houthis, a military organization based in Yemen, launched a series of attacks on global shipping routes in the Red Sea, as well as direct attacks on various parts of Israel. In response to these attacks, the Israeli army carried out a number of targeted strikes on sites belonging to Hezbollah and conducted ground operations in southern Lebanon. In addition, in April and October 2024, Iran launched direct attacks on Israel, involving hundreds of drones and ballistic missiles launched directly towards highly populated civilian areas and military bases. In November 2024, a ceasefire agreement was reached between Hezbollah in Lebanon and Israel and in January 2025, a temporary ceasefire agreement was reached between Hamas in Gaza and Israel; however, we cannot predict if and to what extent these ceasefire agreements will remain in effect or be upheld.

While we have not been materially impacted by the conditions in Israel since the war broke out in October 2023, hostilities continue to exist at varying levels of intensity, and the situation remains volatile, with the potential for escalation into a broader regional conflict involving additional terrorist organizations and possibly other countries, and we cannot predict how such conflicts will ultimately affect our business and operations (including our manufacturing facility in Beit Kama, which is located in southern Israel, approximately 20 miles east of the Gaza Strip, and supply chains) or Israel's economy in general. These events could lead to increased costs, risks to employee safety, and challenges to business continuity, potentially resulting in financial losses.

Our commercial insurance does not cover losses that may occur as a result of events associated with war. Losses resulting from acts of terrorism may be partially covered under certain circumstances. Although the Israeli government currently covers certain value of direct damages that are caused by terrorist attacks or acts of war, we cannot assure you that this government coverage will be maintained or that it will sufficiently cover our potential damages. Any losses or damages incurred by us could have a material adverse effect on our business.

The continuation of the war has also led to a deterioration of certain indicators of Israel's economic standing, for instance, a downgrade in Israel's credit rating by rating agencies such as by Moody's, S&P Global, and Fitch.

The global perception of Israel and Israeli companies, influenced by actions by international judicial bodies, may lead to increased sanctions and other negative measures against Israel and Israeli companies. There is also a growing movement among countries, activists, and organizations to boycott Israeli goods and services or restrict doing business with Israel and Israeli companies. These restrictions may limit materially our ability to obtain raw materials from these countries or sell our products to companies in these countries. Any hostilities involving Israel or the interruption or curtailment of trade between Israel and its present trading partners, or significant downturn in the economic or financial condition of Israel, could adversely affect our operations and product development, cause our sales to decrease and adversely affect the share price of publicly traded companies having operations in Israel, such as us.

Finally, political conditions within Israel may affect our operations. Israel held five general elections between 2019 and 2022, and prior to October 2023, the Israeli government pursued extensive changes to Israel's judicial system and has recently renewed its efforts to effect such changes. In response to the foregoing developments, certain individuals, organizations, and institutions, both within and outside of Israel, voiced concerns that such proposed changes, if adopted, may negatively impact the business environment in Israel. Such proposed changes may also lead to political instability or civil unrest. Actual or perceived political instability in Israel or any negative changes in the political environment, may individually or in the aggregate adversely affect the Israeli economy and, in turn, our business, financial condition, results of operations and growth prospects and the market price of our shares, as well as on our ability to raise additional capital, if deemed necessary by our management and board of directors.

Our operations may be disrupted by the obligations of personnel to perform military service.

As of December 31, 2024, we had 374 employees based in Israel. Certain of our Israeli employees may be called upon to perform up to 36 days (and in some cases more) of annual military reserve duty until they reach the age of 40 (and in some cases, up to 45 or older) and, in emergency circumstances, could be called to active duty. In connection with the Israeli security cabinet's declaration of war against Hamas in October 2023 and possible hostilities with other organizations and jurisdictions, several hundred thousand Israeli military reservists were drafted to perform immediate military service. While we have not been impacted to date by any absences of our personnel, our operations could be disrupted by the absence of a significant number of our employees related to their, or their spouse's, military service or the absence for extended periods of one or more of our key employees for military service. Such disruption could materially adversely affect our business and results of operations. Additionally, the absence of a significant number of the employees of our Israeli suppliers and contractors related to military service or the absence for extended periods of one or more of their key employees for military service may disrupt their operations, in which event our ability to deliver products to customers may be materially adversely affected.

The tax benefits under Israel tax legislation that are or may be available to us require us to continue to meet various conditions and may be terminated or reduced in the future, which could increase our costs and taxes.

We obtained a tax ruling from the Israel Tax Authority ("ITA") according to which, among other things, our activity was qualified as an "industrial activity," as defined in the Israeli Law for the Encouragement of Capital Investments, 1959 (the "Investment Law"), and was eligible for tax benefits as a "Privileged Enterprise," which apply to the turnover attributed to such enterprise, for a period of up to ten years from the first year in which we generated taxable income. The tax benefits under the Privileged Enterprise status expired at the end of 2023. We have applied for a new tax ruling from the ITA according to which, if approved, among other things, our activity would be qualified as an "industrial activity," as defined in Investment Law, and our income from sales of our Proprietary Products (including royalties-based income) would be deemed "Preferred Income", or "Preferred Technology Income" (in each case, within the meaning of the Investment Law), to the extent we meet the requirements of being a Preferred Technology Enterprise. There can be no assurance that we will comply with the conditions required to remain eligible for benefits under the Investment Law in the future, including under the tax ruling (if obtained), or that we will be entitled to any additional benefits thereunder. If we do not fulfill these conditions in whole or in part, the benefits can be canceled and we may be required to refund the amount of the benefits, linked to the Israeli consumer price index, with interest.

In order to remain eligible for the tax benefits under the Investment Law, we must continue to meet certain conditions stipulated in the Investment Law and its regulations, as amended, and must also comply with the conditions set forth in the tax ruling (if obtained). These conditions may include, among other things, that the production, directly or through subcontractors, of all our products should be performed within certain regions of Israel. If we do not meet these requirements, the tax benefits would be reduced or canceled and we could be required to refund any tax benefits that we received in the past, in whole or in part, linked to the Israeli consumer price index, together with interest. Further, these tax benefits may be reduced or discontinued in the future. If these tax benefits are canceled, our Israeli taxable income would be subject to regular Israeli corporate tax rates. The standard corporate tax rate for Israeli companies is 23% since 2018. For more information about applicable Israeli tax regulations, see "Item 10. Additional Information — E. Taxation — Israeli Tax Considerations and Government Programs."

In the future, we may not be eligible to receive additional tax benefits under the Investment Law if we increase certain of our activities outside of Israel. Additionally, in the event of a distribution of a dividend from the abovementioned tax exempt income, in addition to withholding tax at a rate of 20% (or a reduced rate under an applicable double tax treaty), we will be subject to tax on the otherwise exempt income (grossed-up to reflect the pre-tax income that we would have had to earn in order to distribute the dividend) at the applicable corporate tax rate, which would have been applied had we not benefited from the exemption. Similarly, in the event of our liquidation or a share buyback, we will be subject to tax on the grossed-up amount distributed or paid at the corporate tax rate which would have been applied had we not benefited from the exemption. For more information about applicable Israeli tax regulations, see *"*Item 10. Additional Information *— E. Taxation — Israeli Tax Considerations and Government Programs."*

Tax matters, including changes in tax laws, adverse determinations by taxing authorities and imposition of new taxes, could adversely affect our results of operations and financial condition. Furthermore, we may not be able to fully utilize our net operating loss carryforwards.

We are subject to the tax laws and regulations of the State of Israel and numerous other jurisdictions in which we do business. Many judgments are required in determining our provision for income taxes and other tax liabilities, and the applicable tax authorities may not agree with our tax positions. In addition, our tax liabilities are subject to other significant risks and uncertainties, including those arising from potential changes in laws and/or regulations in the State of Israel and the other countries in which we do business, the possibility of adverse determinations with respect to the application of existing laws, changes in our business or structure and changes in the valuation of our deferred tax assets and liabilities. As of December 31, 2024, we had net operating loss carryforwards ("NOLs") for Israeli tax purposes of approximately $13.4 million. If we are unable to fully utilize our NOLs to offset taxable income generated in the future, our future cash taxes could be materially and negatively impacted. For further detail regarding our NOLs, see Note 21 in our consolidated financial statements included in this Annual Report.

It may be difficult to enforce a U.S. judgment against us and our officers and directors in Israel or the United States, or to assert U.S. securities laws claims in Israel or serve process on our officers and directors.

We are incorporated in Israel. All of our directors and most of our executive officers and the Israeli experts named in this Annual Report reside outside the United States. The majority of our assets and the assets of these persons are located outside the United States. Therefore, it may be difficult for an investor, or any other person or entity, to enforce a U.S. court judgment based upon the civil liability provisions of the U.S. federal securities laws against us or any of these persons in a U.S. or Israeli court, or to effect service of process upon these persons in the United States. Additionally, it may be difficult for an investor, or any other person or entity, to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on an alleged violation of U.S. securities laws on the grounds that Israel is not the most appropriate forum in which to bring such a claim. 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 by expert witnesses, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law. There is little binding case law in Israel addressing the matters described above.

Moreover, an Israeli court will not enforce a non-Israeli judgment if it was given in a state whose laws do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases), if its enforcement is likely to prejudice the sovereignty or security of the State of Israel, if it was obtained by fraud or in the absence of due process, if it is at variance with another valid judgment that was given in the same matter between the same parties, or if a suit in the same matter between the same parties was pending before a court or tribunal in Israel at the time the foreign action was brought.

Your rights and responsibilities as our shareholder are governed by Israeli law, which may differ in some respects from the rights and responsibilities of shareholders of U.S. corporations.

Since we are incorporated under Israeli law, the rights and responsibilities of our shareholders are governed by our articles of association and Israeli law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders of U.S.-based corporations. In particular, a shareholder of an Israeli company has a duty to act in good faith and in a customary manner in exercising its rights and performing its obligations towards the company and other shareholders and to refrain from abusing its power in the company, including, among other things, in voting at the general meeting of shareholders on certain matters, such as an amendment to the company's articles of association, an increase of the company's authorized share capital, a merger of the company and approval of related party transactions that require shareholder approval. A shareholder also has a general duty to refrain from discriminating against other shareholders. In addition, a controlling shareholder or a shareholder who knows that it possesses the power to determine the outcome of a shareholder vote, or who has the power to appoint or prevent the appointment of an office holder in the company or has other powers towards the company, has a duty to act in fairness towards the company. However, Israeli law does not define the substance of this duty of fairness. See *"*Item 6. Directors, Senior Management and Employees *— Fiduciary Duties and Approval of Specified Related Party Transactions under Israeli Law — Duties of Shareholders."* There is limited case law available to assist us in understanding the nature of this duty or the implications of these provisions. These provisions may be interpreted to impose additional obligations and liabilities on our shareholders that are not typically imposed on shareholders of U.S. corporations.

Provisions of Israeli law and our articles of association may delay, prevent or make undesirable an acquisition of all or a significant portion of our shares or assets.

Certain provisions of Israeli law and our articles of association could have the effect of delaying or preventing a change in control and may make it more difficult for a third party to acquire us or for our shareholders to elect different individuals to our board of directors, even if doing so would be beneficial to our shareholders, and may limit the price that investors may be willing to pay in the future for our ordinary shares. For example, Israeli corporate law regulates mergers and requires that a tender offer be effected when more than a specified percentage of shares in a public company are purchased. Under our articles of association, a merger shall require the approval of two-thirds of the voting rights represented at a meeting of our shareholders and voting on the matter, in person or by proxy, and any amendment to such provision shall require the approval of 60% of the voting rights represented at a meeting of our shareholders and voting on the matter, in person or by proxy. Further, Israeli tax considerations may make potential transactions undesirable to us or to some of our shareholders, including such shareholders whose country of residence does not have a tax treaty with Israel granting tax relief to such shareholders from Israeli tax. For example, Israeli tax law does not recognize tax-free share exchanges to the same extent as U.S. tax law. Further, with respect to certain mergers, while Israeli tax law permits tax deferral, the deferral is contingent on certain restrictions on future transactions, including with respect to dispositions of shares received as consideration, for a period of two years from the date of the merger. Moreover, with respect to a certain share swap transaction, the tax deferral is limited in time, and when such time expires, the tax becomes payable even if no disposition of the shares has occurred. See Exhibit 2.1, "Description of Securities —*Acquisitions Under Israeli Law,"* incorporated herein by reference.

General Risks

The loss of one or more of our key employees could harm our business.

We depend on the continued service and performance of our key employees, including Amir London, our Chief Executive Officer, and our other senior management staff. We have entered into employment agreements with all of our senior management, including Mr. London, and other key employees. Either party, however, can terminate these agreements for any reason. The loss of key members of our executive management team could disrupt our operations, commercial and business development activities, or product development and have an adverse effect on our ability to meet our targets and grow our business.

Our ability to attract, recruit, retain and develop qualified employees is critical to our success and growth.

We compete in a market that involves rapidly changing technological and regulatory developments that require a wide-ranging set of expertise and intellectual capital. In order for us to successfully compete and grow, we must attract, recruit, retain and develop the necessary personnel who can provide the expertise needed across the entire spectrum of our intellectual capital needs. While a number of our key who have substantial experience with our operations, we must also develop and exercise our personnel to provide succession plans capable of maintaining continuity in the midst of the inevitable unpredictability of human capital. However, the market for qualified personnel is competitive, and we may not succeed in recruiting additional experienced or professional personnel, retaining current personnel or effectively replacing current personnel who depart with qualified or effective successors. Many of the companies with which we compete for experienced personnel have greater resources than us.

Our effort to retain and develop personnel may also result in significant additional expenses, which could adversely affect our profitability. There can be no assurance that qualified employees will continue to be employed or that we will be able to attract and retain qualified personnel in the future. Failure to retain or attract qualified personnel could have a material adverse effect on our business, financial condition and results of operations.

We are subject to risks associated with doing business globally.

Our operations are subject to risks inherent in conducting business globally, including compliance with various laws, regulations and customs of various jurisdictions. Key risks include currency exchange fluctuations, changes in exchange controls, loss of business in government and public tenders, nationalization, expropriation, energy price volatility, raw material availability changes in taxation, import and export restrictions, and trade policy shifts. We also face risks related to anti-bribery and anti-corruption laws, such as the FCPA and the U.K. Bribery Act of 2010. Additional challenges include pricing restrictions, economic and political instability, cultural differences, intellectual property protection issues, and operational disruptions due to war, terrorism or social unrest.

Recent changes in U.S. and international trade policies, export controls, sanctions, and tariffs could further impact our operations. For instance, in February 2025, the U.S. imposed new tariffs on Canada, which are currently suspended while negotiations take place for a long-term agreement. Our products WINRHO SDF, HEPAGAM B and VARIZIG, are manufactured in Canada and imported to the United States; therefore, if the negotiations are not successful and additional tariffs on imports from Canada to the United States are implemented, the costs of these products would increase. Additionally, retaliatory tariffs imposed by other countries could further impact our sales and profitability. We may not be able to pass these increased costs onto our customers or otherwise mitigate these risks effectively, which could result in reduced profit margins and negatively affect our financial performance. These trade policy changes could also disrupt our supply chain, necessitating strategic adjustments to maintain operational efficiency and stability.

We must also comply with trade restrictions and economic sanctions, including restrictions on sales to parties that are listed on (or are owned or controlled by one or more parties listed on) denied party watch lists or restrictions on sale in certain regions. Sanctions laws pose potential liabilities, penalties and reputational risks. The dynamic nature of sanctions and geopolitical developments may necessitate withdrawing from or limiting exposure to certain markets. Despite having compliance policies, we may face liabilities due to actions by employees or third parties. Insurance companies' risk assessments regarding sanctions may limit our ability to obtain insurance in certain markets in which we operate. For example, while our operations have not been materially impacted by Russia's actions in Ukraine to date, we may face challenges in supplying products to our Russian distributor or receiving payments due to Russian government actions. Non-compliance or changes in applicable laws could have an adverse effect on our business, financial condition or results of operations.

As a result of our increased global presence, we face increasing challenges that could adversely impact our results of operations, reputation and business.

In light of our global presence, especially following our entry into new international markets and particularly in the MENA region, we face a number of challenges in certain jurisdictions that provide reduced legal protection, including poor protection of intellectual property, inadequate protection against crime (including bribery, corruption and fraud) and breaches of local laws or regulations, unstable governments and economies, governmental actions that may inhibit the flow of goods and currency, challenges relating to competition from companies that already have a local presence in such markets and difficulties in recruiting sufficient personnel with appropriate skills and experience.

Local business practices in jurisdictions in which we operate, and particularly in the MENA region, may be inconsistent with international regulatory requirements, such as anti-corruption and anti-bribery laws and regulations (including the FCPA and the U.K. Bribery Act of 2010) to which we are subject. Although we implement policies and procedures designed to ensure compliance with these laws, we cannot guarantee that none of our employees, contractors, service providers, partners, distributors and agents, will violate our policies or applicable laws. Any such violation could have an adverse effect on our business and reputation and may expose us to criminal or civil enforcement actions, including penalties and fines.

Developments in the economy may adversely impact our business.

Our operating and financial performance may be adversely affected by a variety of factors that influence the general economy in the United States, Europe, Israel, Russia, Latin America, Asia and other territories worldwide, including global and local economic slowdowns, challenges faced by banks and the health of markets for the sovereign debt. Many of our largest markets, including the United States, Latin America and states that are members of the Commonwealth of Independent States previously experienced dramatic declines in the housing market, high levels of unemployment and underemployment, and reduced earnings, or, in some cases, losses, for businesses across many industries, with reduced investments in growth.

A recessionary economic environment may adversely affect demand for our plasma-derived protein therapeutics. As a result of job losses, patients in the U.S. and other markets may lose medical insurance and be unable to purchase needed medical products or may be unable to pay their share of deductibles or co-payments. Hospitals may steer patients adversely affected by the economy to less costly therapies, resulting in a reduction in demand, or demand may shift to public health hospitals, which purchase our products at a lower government price. A recessionary economic environment may also lead to price pressure for reimbursement of new drugs, which may adversely affect the demand for our future plasma-derived protein therapeutics.

A breakdown in our information technology (IT) systems could result in a significant disruption to our business.

Our operations are highly dependent on our information technology (IT) systems. If we were to suffer a breakdown in our systems, storage, distribution or tracing, we could experience significant disruptions affecting all our areas of activity, including our manufacturing, research, accounting and billing processes and potentially cause disruptions to our manufacturing process for products currently in production. We may also suffer from partial loss of information and data due to such disruption.

Our business and operations would suffer in the event of computer system failures, cyber-attacks on our systems or deficiency in our cyber security measures.

Despite the implementation of security measures, our internal computer systems, and those of third parties on which we rely, are vulnerable to damage from computer viruses, unauthorized access, malware, natural disasters, fire, terrorism, war and telecommunication, electrical failures, cyber-attacks or cyber-intrusions over the Internet, attachments to emails, persons inside our organization, or persons with access to systems inside our organization. The risk of a security breach or disruption, particularly through cyber-attacks or cyber intrusion, including by computer hackers, foreign governments, and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased. To the extent that any disruption or security breach results in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information and personal information, we could incur liability due to lost revenues resulting from the unauthorized use or theft of sensitive business information, remediation costs, and litigation risks including potential regulatory action by governmental authorities. In addition, any such disruption, security breach or other incident could delay the further development of our future product candidates due to theft or corruption of our proprietary data or other loss of information. Our business and operations could also be harmed by any reputational damage with customers, investors or third parties with whom we work, and our competitive position could be adversely impacted.

Tax legislation in the United States may impact our business.

Changes to tax legislation in the United States, as well as the issuance of administrative rulings or court decisions, could impact our business. Tax legislation enacted in recent years made significant and wide-ranging changes to the U.S. Internal Revenue Code of 1986, as amended. Many aspects of such legislation that could affect our business remain subject to considerable uncertainty. Further, it is impossible to predict the occurrence or timing of any additional tax legislation or other changes in tax law that materially affect our business or investors.

Current and future accounting pronouncements and other financial reporting standards, especially but not only concerning revenue recognition, might negatively impact our financial results.

We regularly monitor our compliance with applicable financial reporting standards and review new pronouncements and drafts thereof that are relevant to us. As a result of new standards, changes to existing standards, including but not limited to IFRS 15 on revenue from contracts with customers, which we adopted in 2018, IFRS 16 on leases, which we adopted in 2019, IFRS 18, which is expected to be effective for annual reporting periods beginning on or after 1 January 2027, as well as changes in these standards interpretation, we might be required to change our accounting policies, particularly concerning revenue recognition. In addition, we may be required to alter our operational policies to reflect new or amended financial reporting standards, or to restate our published financial statements. Such changes might have an adverse effect on our reputation, business, financial position, and profit, or cause an adverse deviation from our revenue and operating profit targets.

Sustainability and environmental, social, and governance ("ESG") initiatives could increase our costs or otherwise adversely impact our business.

In recent years, public companies have faced scrutiny related to ESG practices and disclosures from certain investors, capital providers, shareholder advocacy groups, other market participants and other stakeholder groups. Such scrutiny may result in increased costs, enhanced compliance or disclosure obligations, or other adverse impacts on our business, financial condition or results of operations. While we may at times engage in voluntary ESG initiatives, such initiatives may be costly and may not have the desired effect. If our ESG practices and reporting do not meet investor or other stakeholder expectations, which continue to evolve, we may be subject to investor or regulator engagement regarding such matters. Our failure to comply with any applicable ESG rules or regulations could lead to penalties and adversely impact our reputation, access to capital and employee retention. Such ESG matters may also impact our third-party contract manufacturers and other third parties on which we rely, which may augment or cause additional impacts on our business, financial condition, or results of operations.

Item 4. Information on the Company

A. History and Development of the Company

Corporate Information

We were incorporated under the laws of the State of Israel on December 13, 1990, under the name Kamada Ltd. In August 2005, we successfully completed an initial public offering on the TASE. In June 2013, we successfully completed an initial public offering in the United States on the Nasdaq. The address of our principal executive office is 2 Holzman St., Science Park, P.O. Box 4081, Rehovot 7670402, Israel, and our telephone number is +972 8 9406472. Our website address is https://www.kamada.com/. The reference to our website is intended to be an inactive textual reference and the information on, or accessible through, our website is not intended to be part of this Annual Report. The SEC maintains a website at https://www.sec.gov/search-filings that contains reports, proxy and information statements and other information regarding registrants like us that file electronically with the SEC. You can also inspect the Annual Report on that website.

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. The address of Puglisi & Associates is 850 Library Avenue, Suite 204, P.O. Box 885, Newark, Delaware 19715.

Capital Expenditures

For a discussion of our principal capital expenditures for the three years ended December 31, 2024, and for those currently in progress, see "Item 5. Operating and Financial Review and Prospects—*Liquidity and Capital Resources.*"

B. Business Overview

We are a global biopharmaceutical company with a portfolio of marketed products indicated for rare and serious conditions and a leader in the specialty plasma-derived therapies field. Our strategy is focused on driving profitable growth through four primary growth pillars:

First, organic growth from our commercial activities, including continued investment in the commercialization and life cycle management of our Proprietary Products, which include six FDA-approved specialty plasma-derived products: KEDRAB®, CYTOGAM®, GLASSIA®, WINRHO SDF®, VARIZIG® and HEPAGAM B®, as well as KAMRAB®, KAMRHO (D)® and two types of equine-based anti-snake venom ("ASV") products, and the products in our distribution segment portfolio, mainly through the launch of several biosimilar products in Israel.

Second, we aim to secure significant new business development, in-licensing, collaboration, and/or merger and acquisition ("M&A") opportunities in 2025, which we anticipate will enhance our marketed products portfolio and leverage our financial strength and existing commercial infrastructure to drive long-term growth.

Third, we are expanding our plasma collection operations to support revenue growth through the sale of normal source plasma to other plasma-derived manufacturers, and to support our increasing demand for hyper-immune plasma. We currently have two operating plasma collection centers in the United States, in Beaumont Texas and Houston Texas, and plan to open our third center in San Antonio, Texas, by the end of the first quarter of 2025.

Lastly, we are leveraging our manufacturing, research and development expertise to advance the development and commercialization of additional product candidates, targeting areas of significant unmet medical need, with our lead product candidate Inhaled AAT, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial.

Our Business

Commercial Activities.

Our commercial activities operate in two segments: the Proprietary Products segment and the Distribution segment.

Proprietary Products Segment. The Proprietary Products segment includes our six FDA approved plasma-derived biopharmaceutical products: KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPAGAM B and VARIZIG, as well as KAMRAB, KAMRHO (D) and two types of equine-based ASV products. We distribute these products directly and through strategic partners or third-party distributors in over 30 countries. We manufacture our proprietary products at our cGMP production facility in Beit Kama, Israel, which is registered with the FDA, Israel, using our proprietary platform technology and know-how for the extraction and purification of proteins and immunoglobulins ("IgGs") from human plasma, as well as at third party contract manufacturing facilities. In addition, our Proprietary Products segment includes our plasma collection operations, where we collect Anti-Rabies and Anti-D hyper-immune plasma for the manufacture of some of our products (WINRHO SDF, KAMRHO (D), KAMRAB and KEDRAB) as well as normal source plasma for sale to third-parties.

Our Proprietary Products segment sales totaled $141.4 million, $115.5 million and $102.6 million for the years ended December 31, 2024, 2023 and 2022, respectively. Most revenues from the Proprietary Products segment are generated from sales in the United States (71%, 64% and 64% for the years ended December 31, 2024, 2023 and 2022, respectively). For more information regarding the geographical sales breakdown see "Item 5. Operating and Financial Review and Prospects."

- *KEDRAB*. We market KEDRAB, a human rabies immune globulin ("HRIG"), in the United States through a strategic distribution and supply agreement with Kedrion. In December 2023, we entered into a binding memorandum of understanding with Kedrion for the amendment and extension of the distribution agreement between the parties, which represents the largest commercial agreement secured by us to date. Subsequently, in January 2025, we entered into the fifth amendment to the supply and distribution agreement, which memorializes the agreements and undertakings set forth in a binding memorandum of understanding, along with additional terms and conditions. Under these agreements, Kedrion committed to purchasing minimum quantities of KEDRAB during the first four years (i.e., 2024 through 2027) of the eight-year term that began in January 2024, generating projected minimum aggregate revenues for us of approximately $180.0 million over such four-year period, of which a minimum of approximately $135.0 million is to be acquired during the remaining three years of such four-year period (i.e., 2025 through 2027). Our revenues from sales of KEDRAB to Kedrion during 2024 totaled $50.0 million as compared to $32.8 million and $16.2 million during 2023 and 2022, respectively. Such increase in 2024 and 2023 reflects the increased demand for KEDRAB in the U.S. market as well as improved financial terms under the 2025 fifth amendment to the supply and distribution agreement. The distribution and supply agreement includes the potential expansion of KEDRAB distribution by Kedrion to other territories beyond the United States.

- *CYTOGAM.* We sell CYTOGAM, CMV-IGIV, indicated for prophylaxis of CMV disease associated with solid organ transplantation in the United States and Canada. CYTOGAM, manufactured at our Israeli facility, has been available for commercial sale in the United States and Canada since the fourth quarter of 2023, following FDA and Health Canada approval of the CYTOGAM technology transfer process in May 2023 and July 2023, respectively. Total revenues from CYTOGAM sales for the years ended December 31, 2024, 2023 and 2022 were $22.5 million, $17.2 million and $22.6 million, respectively. Revenues generated by CYTOGAM during 2024 reflect a return to the levels experienced in 2022. We believe that our ongoing clinical and medical affairs activities, which include collaborations with leading U.S-based solid organ transplantation experts, to generate and present new real-world data on the benefits of CYTOGAM, as well as planned prospective investigator-initiated studies evaluating the benefits and potential innovative uses of CYTOGAM, will continue to raise awareness for CYTOGAM. These efforts aim to explore new approaches to current clinical practices in CMV prevention in solid organ transplantation, which are expected to support sustained sales growth for CYTOGAM. We believe that the decline in CYTOGAM sales in 2023 compared to 2022 was primarily due to inventory management by wholesalers during the first nine months of the year, until new batches of CYTOGAM manufactured at our Israeli facility became available, commencing during the fourth quarter of 2023.

We expect that KEDRAB and CYTOGAM, which combined accounted for more than 50% of our gross profitability in the year ended December 31, 2024, will continue to be our two leading products in our existing Proprietary Products portfolio for the foreseeable future.

- *WINRHO SDF, HEPAGAM B and VARIZIG. We sell WINRHO SDF, HEPAGAM B and VARIZIG* in the United States, Canada, and several other international markets, mainly in South America and the MENA region. Total revenues from sales of these products for the years ended December 31, 2024, 2023 and 2022, was $22.3 million, $26.7 million and $29.5 million, respectively. The revenue decrease during 2024 as compared to prior years was primarily due to reduced sales of VARIZIG to an international organization. VARIZIG was supplied under an agreement with such international organization from the fourth quarter of 2022 through the first half of 2023, with no sales of the product to this international organization during 2024. In December 2024, we were awarded a tender from such international organization to supply VARIZIG for distribution across Latin America for the years 2025-2027, and we forecast increased sales during 2025. We believe that the decline in sales of these products in 2023 compared to 2022 was primarily due to inventory management by our distributors as well as changes in supply schedules related to certain tenders.

- *GLASSIA*. We are entitled to royalty income on sales by Takeda of GLASSIA in the United States and, commencing in 2024, in Canada. Additionally, we will be entitled to royalty income on sales of GLASSIA by Takeda in Australia and New Zealand, to the extent that GLASSIA will be approved, and sales will be generated in these markets by Takeda in the future. The royalty income is at a rate of 12% on net consolidated sales (in all applicable territories) through August 2025, and at a rate of 6% thereafter, until 2040, with a guaranteed minimum of $5 million annually from 2022 to 2040. In 2024, we recognized $16.9 million in royalty income from Takeda, as compared to $16.1 million and $12.2 million in 2023 and 2022 (for the period from March to December 2022), respectively. In 2022, we also recognized a $2.0 million one-time payment on account of the transfer of the GLASSIA U.S. Biologics License Application ("BLA") to Takeda. Based on current GLASSIA sales and forecasted future growth, we expect annual royalties on sales of GLASSIA by Takeda in the range of $10 million to $20 million per year for 2025 to 2040.

We also market GLASSIA in other counties, mainly Argentina, Russia, Israel and more recently in Switzerland (in some of these markets under a different brand name), through local distributors. Total revenues derived from GLASSIA sales in these other countries during 2024 was $15.2 million, as compared to $7.4 million and $5.9 million during 2023 and 2022, respectively. These ex-U.S. GLASSIA sales generated a gross margin exceeding 40% for the year ended December 31, 2024. The revenue increase in 2024 in comparison to 2023 and 2022 is due to patients newly diagnosed with AATD receiving GLASSIA treatment, as well as favorable market conditions and pricing terms with our distributors.

- *Other Proprietary Products*. Our total revenues from the sales of our other Proprietary Products, including KAMRAB (a HRIG sold by us outside the U.S. market) and KAMRHO (D) IM (for prophylaxis of hemolytic disease of newborns), as well as our ASVs sold to the IMOH, were $14.5 million in 2024, as compared to $15.3 million and $14.2 million during 2023 and 2022, respectively.

- *Plasma Collection.* While we remain dependent on third-party supplies of hyper-immune plasma for the manufacturing of our Proprietary Products, we believe that the expansion of our plasma collection capabilities will better support our hyper-immune plasma needs, potentially lower our raw material costs, and generate additional revenue through sales of collected normal source plasma to third parties. In 2024, we significantly expanded our hyper-immune plasma collection operations with the opening of our new plasma collection center in Houston, Texas, which is expected to become one of the largest hyper-immune plasma collection sites in the United States and will also collect normal source plasma for sale to third parties. Additionally, we own a plasma collection center in Beaumont, Texas, acquired in March 2021, which is registered with the FDA and specializes in the collection of hyper-immune plasma for the manufacture of WINRHO SDF, KAMRHO (D), KAMRAB and KEDRAB. In addition, we are in the advanced stages of construction of our third plasma collection site in San Antonio, Texas, which is expected to open by the end of the first quarter of 2025. Each of the Houston and San Antonio collection centers, once fully operational, is expected to contribute annual revenues of $8 million to $10 million in sales of normal source plasma.

Distribution Segment

In the Distribution segment, we leverage our expertise and presence in the Israeli biopharmaceutical market to distribute in Israel more than 25 pharmaceutical products, exclusively licensed from international manufacturers. Sales generated by our Distribution segment during 2024 totaled $19.5 million, as compared to $27.1 million and $26.7 million during 2023 and 2022, respectively. The decrease in revenues during 2024 is primarily the result of reduction in our sales of intravenous immunoglobulin ("IVIG"), sold in Israel as part of annual tenders of local HMOs and hospitals, due to a significant reduction in market prices for this product category and increased competition. Our gross profitability in the Distribution segment decreased during 2024, also affected by the reduction in IVIG sales, write-downs of remaining short dated IVIG inventory and increased importation-related logistics costs due to limitations in air travel to Israel during 2024.

As part of our Distribution segment, we have licensed a portfolio of biosimilar products from multiple international companies for distribution in Israel. We launched the first product of this portfolio in Israel during the first quarter of 2024, generating $1.5 million in sales during 2024. Subject to EMA and subsequently IMOH approvals, two additional biosimilar products are expected to be launched during 2025 and the remaining biosimilar products are expected to be launched in Israel over the coming years, at a rate of 1-3 products per year, while continuing to explore opportunities to in-license additional biosimilar products and expand the portfolio. We believe that sales generated by the launch of the biosimilar products will serve as a major growth and profitability catalyst for our Distribution segment. We estimate that revenues from the sales of our existing biosimilar products portfolio in Israel will increase to between approximately $15 million to $20 million within the next five years and will continue to grow thereafter, subject to the continued launch of the entire portfolio as scheduled.

Strategic Transactions

We are actively seeking new business development, in-licensing, collaboration, and/or M&A opportunities in 2025. These anticipated transactions aim to leverage our financial strength, enhance our marketed products portfolio and leverage synergies with our existing commercial operations. We are targeting the acquisition or in-licensing of commercial products for distribution by us in markets we currently operate, particularly the U.S. market. These products may be plasma derived, allowing us to utilize manufacturing synergies, or non-plasma derived, leveraging our commercial, marketing and distribution capabilities to diversify our offerings and address a broader range of specialty, rare and serious conditions. We may also explore manufacturing services agreements to manufacture plasma-derived products for other companies, which can provide additional revenue streams and leverage our expertise in plasma-derived biopharmaceuticals.

Inhaled AAT Phase 3 Pivotal Study

In addition to our commercial operation, we invest in research and development of new product candidates, targeting significant unmet medical needs. Our leading investigational product is Inhaled AAT for AATD, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial. In January 2025, we announced that the FDA confirmed its agreement with our proposal to change the two-sided Type 1 error rate control from 5% to 10% (p-value of 0.1) for the pivotal Phase 3 InnovAATe clinical trial. Based on this change in the p-value, as well as additional expected revisions to the study's SAP, we plan to reduce the study sample size from 220 patients to approximately 180 patients, while maintaining the trial's statistical power. We plan to submit the revised SAP to the FDA and to conduct an interim futility analysis for the InnovAATe clinical study by the end of 2025. In addition, we are also seeking collaborations with potential partners to bring this product to market. We have additional product candidates in the early development stage. For additional information regarding our research and development activities, see "—*Our Development Product Pipeline*".

2025 Financial Guidance

We currently expect to generate total revenues for the fiscal year 2025 in the range of $178 million to $182 million and adjusted EBITDA in the range of $38 million to $42 million. The midpoint of the projected 2025 revenue and adjusted EBITDA forecast represents a year-over-year increase of 12% in revenues and 17% in adjusted EBITDA. For details regarding the use of non-IFRS measures, see "Item 5. Operating and Financial Review and Prospectus—Non-IFRS Financial Measures."

Our Commercial Product Portfolio

Our commercial products portfolio is comprised of our proprietary plasma-derived biopharmaceutical products in our Proprietary Products segment, which are marketed and sold directly or through strategic partners and local distributers in the United States, Canada, and various other international markets, and licensed products, some of which are plasma-derived, which are marketed and sold by us in our Distribution segment in Israel.

Proprietary Products Segment

Our products in the Proprietary Products segment consist of plasma derived IgGs and protein therapeutics derived from human plasma, which are administered by injection or infusion. We also manufacture ASV products from equine based serum.

The following tables list our Proprietary Products:

Product	Indication	Active Ingredient
KAMRAB/ KEDRAB	Prophylaxis of rabies disease	Anti-rabies immunoglobulin (Human)
CYTOGAM	Prophylaxis of Cytomegalovirus (CMV) disease in kidney, lung, liver, pancreas, heart and heart/lung transplants	Cytomegalovirus Immunoglobulin Intravenous (Human)
VARIZIG	Post-exposure prophylaxis of Varicella in high-risk individuals	Varicella Zoster Immunoglobulin (Human)
WINRHO SDF	Immune thrombocytopenic purpura (ITP) and suppression of rhesus isoimmunization (RH)	Rho(D) immunoglobulin (Human)
HEPAGAM B	Prevention of Hepatitis B recurrence liver transplants and post-exposure prophylaxis	Hepatitis B immunoglobulin (Human)
GLASSIA (or VENTIA/RESPIKAM in certain countries)	Intravenous AATD	Alpha-1 Antitrypsin (Human)
KAMRHO (D) IM	Prophylaxis of hemolytic disease of newborns	Rho(D) immunoglobulin (Human)
Echis coloratus Antiserum, Vipera palaestinae Antiserum	Treatment of snake bites by the Vipera palaestinae and the Echis coloratus	Anti-snake venom

Proprietary Products

KAMRAB/KEDRAB

KAMRAB is a hyper-immune plasma-derived therapeutic for prophylactic treatment against rabies infection that is administered to patients after exposure to an animal suspected of being infected with rabies. KAMRAB is manufactured at our manufacturing facility in Beit Kama, Israel from plasma that contains high levels of antibodies from donors that were previously vaccinated by an active rabies vaccine. KAMRAB is administered by a one-time injection, and the precise dosage is a function of the patient's weight (20 IU/kg).

According to WHO, rabies is estimated to cause 59,000 human deaths annually in over 150 countries and each year more than 29 million people worldwide receive a post-bite rabies vaccination, which is estimated to prevent hundreds of thousands of rabies deaths annually. The U.S. Centers for Disease Control and Prevention (CDC) recommends that post-exposure prophylaxis ("PEP") treatment for people who have never been vaccinated against rabies previously should always include administration of both HRIG and rabies vaccine. According to the CDC, the combination of HRIG and vaccination is recommended for both bite and non-bite exposures, regardless of the interval between exposure and initiation of treatment.

In July 2011, we entered into a strategic supply and distribution agreement with Kedrion, as amended from time to time, for the clinical development and marketing in the United States of KAMRAB. See "— Strategic Partnerships — *Kedrion (KEDRAB and Other Products Distributed in Israel)*." Based on the results of a phase 2/3 clinical study, in August 2017, we received FDA approval for the marketing of KAMRAB in the United States for PEP against rabies infection, and in April 2018 we, together with Kedrion, launched the product in the United States under the trademark KEDRAB.

In June 2021, the FDA approved a label update for KEDRAB, establishing the product's safety and effectiveness in children aged 0 to 17 years. The updates to the KEDRAB label were based on data from the KEDRAB U.S. post-marketing pediatric study, the first and only clinical trial to establish pediatric safety and effectiveness of any HRIG in the United States. The KEDRAB U.S. pediatric trial was conducted at two sites, one in Arkansas and another in Rhode Island. The study included 30 pediatric patients (ages 0-17 years old), each of whom received KEDRAB as part of PEP treatment following exposure or suspected exposure to an animal suspected or confirmed to be rabid, and safety follow-up was conducted for up to 84 days. The primary objective of the study was to confirm the safety of KEDRAB in the pediatric population. Secondary objectives included the evaluation of antibody levels and the effectiveness of KEDRAB in the prevention of rabies disease when administered with a rabies vaccine according to the PEP recommended guidelines. No serious adverse events were observed during the study. No incidence of rabies disease or deaths were recorded throughout the 84-day study period.

In December 2023, we entered into a binding memorandum of understanding with Kedrion for the amendment and extension of the distribution agreement between the parties, which represents the largest commercial agreement secured by us to date. Subsequently, in January 2025, we entered into the fifth amendment to the supply and distribution agreement, which memorializes the agreements and undertakings set forth in the binding memorandum of understanding, along with additional terms and conditions. Under these agreements, Kedrion committed to purchasing minimum quantities of KEDRAB during the first four years (i.e., 2024 through 2027) of the eight-year term that began in January 2024, generating projected minimum aggregate revenues for us of approximately $180.0 million over such four-year period of which a minimum of approximately $135.0 million is to be acquired during the remaining three years of such four-year period (i.e., 2025 through 2027). Our revenues from sales of KEDRAB to Kedrion during 2024 totaled $50.0 million as compared to $32.8 million and $16.2 million during 2023 and 2022, respectively. Such increase in 2024 and 2023 reflects the increased demand for KEDRAB in the U.S. market, as well as the improved financial terms under the 2025 amendment to the supply and distribution agreement. KEDRAB's in-market sales in the United States grew significantly in 2024 and 2023. The distribution and supply agreement, as amended, includes the potential expansion of KEDRAB distribution by Kedrion to other territories beyond the United States.

In December 2024, we secured an agreement to supply KAMRAB to an international organization, which also serves as Regional Office for the WHO, for further distribution in Latin America through the years 2025-2027.

CYTOGAM

CYTOGAM (CMV-IGIV) is indicated for CMV disease associated with the transplantation of the kidney, lung, liver, pancreas and heart. CYTOGAM, approved by the FDA in 1998, is the sole FDA-approved IgG product for this indication, and was acquired by us from Saol in November 2021.

CYTOGAM is administered within 72 hours after transplantation and then in weeks 2, 4, 6, 8, 12 and 16 after transplantation. The precise dosage is adjusted according to the patient's weight. CMV seroprevalence in the United States is estimated at 75% among adults. CMV is typically passed through direct personal contact. A seropositive status indicates exposure to the virus and development of antibodies against CMV. After initial infection, CMV establishes lifelong latency in the host. Immunocompetent individuals possess adequate immunity to protect them from infection and clinical symptoms, whereas immunocompromised patients, such as solid organ transplant patients, are vulnerable to both de novo primary and reactivation CMV infections. In the case of a solid organ transplant, CMV seronegative recipients (recipient negative (R-)) receiving CMV seropositive organs (donor positive (D+)) have the highest risk of CMV infection and disease. The weighted average incidence of CMV disease from clinical trials with current preventative strategies in CMV D+/R- patients has been reported as 25% in kidney 13% in liver, 15% in lung, and 10% in heart transplant recipients. Investigational studies have shown that administration of CMV-IGIV is associated with neutralization of free CMV particles and immunomodulation that may attenuate and reduce the incidence of CMV disease post-transplant as part of a prophylactic regimen that includes concomitant anti-viral therapy.

Based on the Organ Procurement and Transplantation Network, more than 48,000 solid organ transplant procedures were performed in the United States in 2024. Transplantation numbers have grown as a result of increasing and more effective usage of organs from less traditional donors, including older individuals and people who have died of cardiorespiratory failure. Several available antivirals (ganciclovir and valganciclovir) are being used and are considered standards of care for the prevention of CMV infection in high-risk patients. As CMV infection in immunocompromised solid organ transplant patients can be severe and life-threatening, we believe that administration of CYTOGAM together with the available antivirals may provide additional protection in preventing CMV disease for certain high-risk transplant populations, such as lung and heart transplant, due to its complementary mechanism of action to antiviral drug therapy. We believe there is an under-utilization of CYTOGAM as CMV prophylaxis in CMV high-risk patients, including due to the lack of systematic data generation. We are currently advancing an ongoing clinical program, which includes prospective investigator-initiated studies, aimed at highlighting the benefits of CYTOGAM and identifying potential innovative applications. Through our continuous efforts to communicate new and existing clinical data on CYTOGAM, including the benefits of combination of CYTOGAM and antiviral therapy, we aim to achieve increased utilization of CYTOGAM.

In October 2023, the results of an investigator-initiated five-year retrospective study, conducted by Fernando Torres M.D., Clinical Chief, Division of Pulmonary and Critical Care at University of Texas Southwestern Medical Center, consisting of 325 lung-transplant patients, evaluating the real-world use of CYTOGAM in combination with anti-viral agents for the prevention of CMV disease in high-risk CMV mismatch lung transplant recipients (CMV seronegative patients receiving a lung from a seropositive donor), were presented at IDWeek 2023, in Boston, Massachusetts. Dr. Torres concluded his presentation by indicating that the use of a proactive multimodality CMV prophylaxis consisting of antivirals and immune augmentation with CMV immunoglobulin may improve outcomes among high-risk CMV mismatch lung transplant recipients.

CYTOGAM is registered and sold primarily in the United States and Canada. We are currently engaging KOLs in the United States for scientific knowledge exchange and to support further research of CYTOGAM, primarily in the form of investigator-initiated studies, including a prospective, randomized, multicenter study. In November 2024, the second annual Kamada Scientific Advisory Board, consisting of eight U.S.-based renowned thought leaders in CMV and solid organ transplant, was held, during which the current landscape for CMV management in transplantation was reviewed, including challenges and potential opportunities for CYTOGAM, the U.S. clinical program, future potential research and development possibilities, and educational efforts for 2025.

CYTOGAM is manufactured at our facility in Beit Kama, Israel has been available for commercial sale in the United States since October 2023, following FDA approval of the technology transfer to manufacture CYTOGAM at our facility, which was obtained in May 2023. We had initially received FDA acknowledgment for the transfer of the ownership of the U.S. BLA for CYTOGAM in September 2022 and during December 2022, we submitted an application to the FDA, as a prior approval supplement (PAS), to manufacture CYTOGAM at the Beit Kama facility. The FDA approval represents the successful conclusion of the technology transfer process of CYTOGAM from the previous manufacturer, CSL Behring. During the fourth quarter of 2023, CYTOGAM manufactured at our facility in Beit Kama was shipped to Canada for the first time, following Health Canada's approval to manufacture CYTOGAM at our facility, which was obtained in July 2023. We had initially obtained approval from Health Canada for the transfer of the drug identification number ("DIN") for CYTOGAM in June 2022 and in January 2023, we submitted a technology transfer application to Health Canada.

Total revenues from sales of CYTOGAM for the years ended December 31, 2024, 2023 and 2022, were $22.5 million, $17.2 million and $22.6 million, respectively. Revenues generated by CYTOGAM during 2024 reflect a return to the levels experienced in 2022. We believe that our ongoing clinical and medical affairs activities, which include collaborations with leading U.S-based solid organ transplantation experts, to generate and present new real-world data on the benefits of CYTOGAM, as well as planned prospective investigator-initiated studies evaluating the benefits and potential innovative uses of CYTOGAM, will continue to raise awareness for CYTOGAM. These efforts aim to explore new approaches to current clinical practices in CMV prevention in solid organ transplantation, which are expected to support sustained sales growth for CYTOGAM. We believe that the decline in CYTOGAM sales in 2023 compared to 2022 was primarily due to inventory management by wholesalers during the first nine months of the year, until new batches of CYTOGAM manufactured at our Israeli facility became available, commencing during the fourth quarter of 2023.

GLASSIA

GLASSIA is an intravenous AAT product produced from plasma, that is indicated by the FDA for chronic augmentation and maintenance therapy in adults with emphysema due to congenital AATD. AAT is a naturally occurring protein found in a derivative of plasma known as fraction IV. AAT regulates the activity of certain white blood cells known as neutrophils and reduces cell inflammation. Patients with genetic AATD suffer from a chronic inflammatory state, lung tissue damage and a decrease in lung function. While GLASSIA does not cure AATD, it supplements the patient's insufficient physiological levels of AAT and is administered as a chronic treatment. As such, the patient must take GLASSIA indefinitely over the course of his or her life, in order to maintain the benefits provided by it. GLASSIA is administered through a single weekly intravenous infusion.

In the United States and Europe, we believe that AATD is currently significantly under-diagnosed and under-treated. Based on information published by the Alpha-1 Foundation, there are approximately 100,000 people with AATD in the United States and about the same number in Europe, and we estimate, based on medical literature, that less than 10% of all potential cases of AATD are treated. We believe that the primary reasons for this significant gap in the United States and Europe are under diagnosis of patients suffering from AATD, the absence of insurance reimbursement in various European countries, lengthy and complicated regulatory and reimbursement processes required to commence sales of AAT products in new markets. Similar reasons limit the diagnosis and usage of AATD treatment in other territories outside of the U.S. and Europe. We expect the number of patients treated for AATD to continue to increase going forward as awareness of AATD increases and given that a number of European countries have recently approved reimbursement for treatment of AATD, we believe that additional European countries will approve such reimbursement during the coming years. Based on a market analysis report published in 2023 by Cantor Fitzgerald, the global AATD augmentation therapy market is expected to grow at a compound annual growth rate of 7.2% at least through 2032.

The estimated annual cost of treatment in the United States is between $80,000 and $120,000 per each AATD patient, depending on the patient's body weight. In the United States, in some of the European countries and in Israel, Argentina and Russia we believe that most of the cost of treatment is covered by medical insurance programs.

GLASSIA was the first FDA-approved liquid AAT, which is ready for infusion and does not require reconstitution and mixing before infusion, as is required from most other competing products. Additionally, in June 2016, the FDA approved an expanded label of GLASSIA for self-infusion at home after appropriate training. GLASSIA has a number of advantages over other lyophilized intravenous AAT products, including the reduction of the risk of contamination during the preparation and infection during the infusion, reduced potential for allergic reactions due to the absence of stabilizing agents, simple and easy use by the patient or nurse, and the possible reduction of the nurse's time during home visits, in the clinic or in the hospital and the ability of some of the patients to self-infuse at home.

GLASSIA obtained FDA approval in July 2010 and sales commenced in October 2010. As part of the approval, the FDA requested that we conduct post-approval Phase 4 clinical trials, as is common in the pharmaceutical industry, aimed at collecting additional safety and efficacy data for GLASSIA. According to our agreement with Takeda (See "— Strategic Partnerships — Takeda (Glassia)"), the Phase 4 clinical trials are financed and managed by Takeda, provided that if the cost of such Phase 4 clinical trials exceeds a pre-defined amount, we will participate in financing such trial up to a certain amount by offsetting such amounts from future royalties due from Takeda. The first Phase 4 safety study completed enrollment of a total of 30 subjects in the United States and Canada during 2020 and its clinical study report was completed and was submitted to the FDA in 2022. The second Phase 4 efficacy study was initiated during 2016 and was terminated two years after initiation based on the DSMB's recommendation due to very low recruitment rates. In 2019, Takeda submitted a revised Phase 4 protocol to the FDA. Following several interactions with the FDA with respect to the Phase 4 efficacy study requirements, Takeda decided not to continue to pursue the study, and the current study status with the FDA is delayed.

The majority of GLASSIA sales are in the United States, and, commencing in 2024, GLASSIA is also sold in Canada. Sales of GLASSIA in the United States and in Canada are made by Takeda through our companies' strategic partnership. Since March 2022, we have been receiving royalties on GLASSIA sales manufactured by Takeda in the United States, and, commencing in 2024, in Canada. We will be entitled to royalty income on sales of GLASSIA by Takeda in Australia and New Zealand, to the extent that GLASSIA will be approved, and sales will be generated in these markets by Takeda in the future. The royalty income is at a rate of 12% on net consolidated sales (in all applicable territories) through August 2025, and at a rate of 6% thereafter, until 2040, with a guaranteed minimum of $5 million annually from 2022 to 2040. Through 2021, we generated revenues from sales of GLASSIA, manufactured by us, to Takeda for further distribution in the United States. During 2021, Takeda completed the technology transfer of GLASSIA manufacturing to its facility in Belgium, received the required FDA approval, and began its own production of GLASSIA for the U.S. market. In addition, Takeda obtained a marketing authorization approval for GLASSIA from Health Canada in 2021. In December 2023, Takeda announced that it entered into a two-year contract with the CBS for the supply of GLASSIA, which commenced in early 2024. In 2024, we recognized $16.9 million in sales-based royalty income from Takeda, as compared to $16.1 million and $12.2 in 2023 and 2022, respectively. In 2022, we also recognized a $2.0 million one-time payment on account of the transfer of the GLASSIA U.S. BLA to Takeda. Based on current GLASSIA sales and forecasted future growth, we expect annual royalties on sales of GLASSIA by Takeda in the range of $10 million to $20 million per year for 2025 to 2040.

We also market GLASSIA in other counties, mainly Argentina, Russia, Israel and, more recently, in Switzerland (in some of these markets under a different brand name), through local distributors. Total revenues derived from GLASSIA sales in these other countries during 2024 was $15.2 million, as compared to $7.4 million and $5.9 million during 2023 and 2022, respectively. These ex-U.S. market GLASSIA sales generated a gross margin exceeding 40% for the year ended December 31, 2024. The revenue increase in 2024 in comparison to 2023 and 2022 is due to patients newly diagnosed with AATD receiving GLASSIA treatment, as well as favorable market conditions and pricing terms with our distributors. In May 2023, Swissmedic, the national authorization and supervisory authority for drugs and medical products in Switzerland, granted marketing authorization for GLASSIA for AATD in Switzerland. We have partnered with the IDEOGEN Group, a company focused on the commercialization of specialty medicines for rare diseases across Europe, for the commercialization of GLASSIA in Switzerland, and GLASSIA was commercially launched in Switzerland in December 2023, upon obtaining the required reimbursement coverage.

WINRHO SDF

WINRHO SDF is a Rho(D) Immune Globulin Intravenous (Human) product indicated for use in clinical situations requiring an increase in platelet count to prevent excessive hemorrhage in the treatment of non-splenectomies, for Rho(D)-positive children with chronic or acute immune thrombocytopenic purpura ("ITP"), adults with chronic ITP, and children and adults with ITP secondary to HIV infection. WINRHO SDF is also used for suppression of Rhesus (Rh) Isoimmunization during pregnancy and other obstetric conditions in non-sensitized, Rho(D)-negative women. WINRHO SDF, approved by the FDA in 1995, was acquired by us from Saol in November 2021.

ITP is a blood disorder characterized by a decrease in the number of platelets – the cells that help blood clot. Findings published during 2019 suggest that nearly 20,000 children and adults are newly diagnosed with ITP each year in the United States. Rho(D) immunoglobulin is an effective option for rapidly increasing platelet counts in patients with symptomatic ITP.

Hemolytic Disease of the Newborn ("HDN") is a blood disorder in a fetus or newborn infant. In some infants, it can be fatal. During pregnancy, Red Blood Cells ("RBCs") from the unborn baby can cross into the mother's blood through the placenta. HDN occurs when the immune system of the mother sees a baby's RBCs as foreign. Antibodies then develop against the baby's RBCs. These antibodies attack the RBCs in the baby's blood and cause them to break down too early. Rho(D) immunoglobulin is administered to Rh-negative pregnant women as prophylactic therapy, to prevent the disease.

In the U.S. market, WINRHO SDF is primarily used for the treatment of ITP. Following an FDA black box warning for Intravascular Hemolysis (IVH) issued in 2011, as well as the introduction of new ITP therapies, its sales in the U.S. market declined significantly between 2011 to 2017 and have since remained relatively flat. Currently, WINRHO SDF competes in the U.S. market with other ITP treatments, including TPO-RA agents (e.g., Eltrombopag), corticosteroids, IVIG and splenectomy. In 2024 WINRHO SDF was extensively used for the first time in the United States to treat HDN due to a shortage of competing products. This shortage was resolved by the fourth quarter of 2024, leading to a return of its primary use for ITP treatment.

We obtained FDA acknowledgment for the transfer of the ownership of the BLA for WINRHO SDF in September 2022. The ownership transfer of the DIN for WINRHO was approved by Health Canada in June 2022. We have obtained approval for the transfer of registration ownership of the product in all other applicable territories, other than Hong Kong, where the process is ongoing.

WINRHO SDF is currently manufactured by Emergent under a contract manufacturing agreement assigned to us by Saol upon the consummation of the acquisition. We expect to continue manufacturing the product with Emergent in the foreseeable future and are planning to initiate a technology transfer to transition the manufacturing of WINRHO SDF to our facility in Beit Kama, Israel. Such a technology transfer would be subject to entering into a new amended manufacturing services agreement with Emergent, covering operational aspects and technology transfer related services. We anticipate that, once initiated, such technology transfer could be completed within four to five years.

Our KAMRHO (D) is a comparable product to WINRHO SDF and is approved for HDN in various international markets. The two products are registered and distributed in different markets.

HEPAGAM B

HEPAGAM B is a hepatitis B Immune Globulin (Human) (HBIG) product indicated to both prevent hepatitis B virus (HBV) recurrence following liver transplantation in hepatitis B surface antigen positive (HBsAg- positive) patients and to provide PEP treatment. HEPAGAM B, which was approved by the FDA in 2006 for PEP and in 2007 as a prevention therapy, was acquired by us from Saol in November 2021.

Liver transplantation is the treatment of choice for patients with end-stage liver disease secondary to chronic hepatitis B. However, liver transplantation is complicated by the risk of recurrent hepatitis B virus infection, which significantly impairs graft and patient survival. Prevention of hepatitis B virus (HBV) reinfection includes use of antiviral therapy, with the addition of hepatitis B immune globulin. HBIG treatment is based upon the rationale that administered antibody will bind to and neutralize circulating virions, thereby preventing graft infection.

In the U.S. market, HEPAGAM B is primarily used for post-transplant prophylaxis, where it competes with Nabi-HB, a product of ADMA. We believe that our ongoing registration and marketing activities in additional countries, will support the continued usage of HEPAGAM B in ex-U.S. markets.

We received FDA acknowledgment for the transfer of the ownership of the BLA for HEPAGAM B in September 2022. Health Canada approved the DIN ownership transfer in October 2022. We have obtained approval for the transfer of registration ownership of the product in all other applicable territories.

HEPAGAM B is currently manufactured by Emergent under a contract manufacturing agreement assigned by Saol upon the consummation of the acquisition. We expect to continue manufacturing the product with Emergent in the foreseeable future and are planning to initiate a technology transfer to transition the manufacturing of HEPAGAM B to our facility in Beit Kama, Israel. Such a technology transfer would be subject to entering into a new amended manufacturing services agreement with Emergent, covering operational aspects and technology transfer related services. We anticipate that, once initiated, such technology transfer could be completed within four to five years.

VARIZIG

VARIZIG (Varicella Zoster Immune Globulin (Human)) is a product that contains antibodies specific for Varicella-zoster virus ("VZV"), and it is indicated for post-exposure prophylaxis of varicella (chickenpox) in high-risk patient groups, including immunocompromised children, newborns, and pregnant women. VARIZIG is intended to reduce the severity of chickenpox infections in these patients. The CDC recommends Varicella zoster immune globulin (human) (such as VARIZIG) for post-exposure prophylaxis of varicella for persons at high-risk for severe disease who lack evidence of immunity to varicella. VARIZIG, approved by the FDA in 2012, is the sole FDA-approved IgG product for this indication, and was acquired by us from Saol in November 2021.

VZV causes varicella (chicken pox) and herpes zoster (shingles). Varicella is a common childhood illness. Herpes zoster is caused by the reactivation of VZV. The incidence of herpes zoster increases with age or immunosuppression. Individuals at highest risk of developing severe or complicated varicella include immunocompromised individuals, preterm infants, and pregnant women. It has been demonstrated that administering VARIZIG post-exposure to VZV is associated with low rates of varicella in high-risk patients and reduces severity of varicella in immunocompromised children and adults.

We received FDA acknowledgment for the transfer of the ownership transfer of the BLA for VARIZIG in September 2022. Health Canada approved the DIN ownership transfer in June 2022.

VARIZIG is currently manufactured by Emergent under a contract manufacturing agreement assigned by Saol upon the consummation of the acquisition. We expect to continue manufacturing the product with Emergent in the foreseeable future and are planning to initiate a technology transfer to transition the manufacturing of VARIZIG to our facility in Beit Kama, Israel. Such a technology transfer would be subject to entering into a new amended manufacturing services agreement with Emergent, covering operational aspects and technology transfer related services. We anticipate that, once initiated, such technology transfer could be completed within four to five years.

In July 2022, we secured an $11.4 million agreement to supply VARIZIG to an international organization, which also serves as the Regional Office for the WHO, for further distribution across Latin America. The product was supplied under this agreement from the fourth quarter of 2022 through the first half of 2023. In December 2024, we were awarded a tender to supply VARIZIG to such international organization for distribution across Latin America for the years 2025-2027.

In October 2022, we were awarded an extension of an existing tender from CBS, which manages the supply of blood and plasma products across all Canadian provinces and territories, excluding Quebec, for the supply of the four IgG products, CYTOGAM, HEPAGAM, VARIZIG and WINRHO SDF, for an additional three years, commencing on April 1, 2023, for an approximate total value of $22.0 million, securing the continued sales of those products in the Canadian market. We have an option to extend the agreement for up to two additional years. In Quebec, we supply CYTOGAM, HEPAGAM, VARIZIG and WINRHO SDF under an agreement with Hema-Quebec, initially assigned to us from Saol. In March 2024, we entered into a renewed agreement with Hema-Quebec for CYTOGAM, HEPAGAM, and VARIZIG, for a period of three years, commencing April 2024, and have an option to extend the agreement for up to two additional years. The agreement with Hema-Quebec for WINRHO SDF was extended through March 2026. Our revenues from sales of these products in Canada, under both the CBS and Hema-Quebec agreements, totaled $7.5 million for the year ended December 31, 2024, as compared to $9.1 million and $9.6 million during 2023 and 2022, respectively.

KAMRHO (D)

KAMRHO (D), similar to WINRHO SDF, is indicated for the prevention of HDN. In some infants, it can be fatal. During pregnancy, RBCs from the fetus can cross into the mother's blood through the placenta. HDN occurs when the immune system of the mother sees a fetus' RBCs as foreign. Antibodies then develop against the fetus' RBCs. These antibodies attack the RBCs in the fetus' or newborn's blood and cause them to break down too early. Rho(D) immunoglobulin is administered to Rh-negative pregnant women as prophylactic therapy, to prevent the disease. KAMRHO (D) is produced from hyper-immune plasma and is administered through intra-muscular injection (KAMRHO (D) IM).

SNAKE BITE ANTISERUM

Our snake bite antiserum products are used for the treatment of people who have been bitten by the most common Israeli Viper (*Vipera palaestinae)* and by the Israeli Echis *(Echis coloratus).* The venom of these snakes is poisonous and causes, among other symptoms, severe immediate pain with rapid swelling. These snake bites can lead to death if left untreated. Our snake bite antiserum products are produced from hyper-immune serum that has been derived from horses that were immunized against Israeli Viper and Israeli Echis venom. These products are the only treatment in the Israeli market for *Vipera palaestinae* and *Echis coloratus* snake bites.

We manufacture snake bite antiserums pursuant to an agreement with the IMOH, initially entered into in March 2009, and extended and amended in November 2022, December 2023 and December 2024. The parties are currently discussing an extension of the agreement until the end of 2025, with an option to the IMOH to further extend the term of the agreement with a 90-day prior notice. We anticipate finalizing such discussions in the coming weeks. The agreement with the IMOH was initially entered into following a tender that we won, and the extension of the agreement was under an exemption from a tender. We completed construction of the production facilities and laboratories for the product in accordance with the agreement and successfully passed the IMOH inspections. We began production of our snake bite antiserums in August 2011 and commenced sales to the IMOH in 2012. Under the agreement and subject to its terms, the IMOH has undertaken to purchase from us, and we have undertaken to supply the IMOH, a minimum quantity of snake bite antiserums each year during the term of the agreement.

Plasma Collection

As part of our strategy of evolving into a fully integrated specialty plasma company, we established Kamada Plasma LLC, a wholly owned subsidiary, which operates our plasma collection operations in the United States. In March 2021, we acquired a plasma collection center registered with the FDA and certain related assets from the privately held B&PR based in Beaumont, Texas, which initially specialized in the collection of hyper-immune plasma used in the manufacture of Rho(D) immunoglobulin, such as KAMRHO (D). In October 2022, we significantly expanded our hyper-immune plasma collection at this center by obtaining FDA approval for the collection of hyper-immune plasma to be used in the manufacture of KAMRAB and KEDRAB, which is plasma that contains high levels of antibodies from donors previously vaccinated with an active rabies vaccine, and we started collections of such plasma at the center during 2023. The plasma collection center in Beaumont passed inspections by the FDA in January 2024 with no critical observations.

In March 2023, we entered into a lease agreement for a facility in Houston, Texas, and in September 2024, following the completion of its construction and obtaining the required site registration, we commenced operations at that facility. To obtain FDA approval for the collection operations at the Houston site, we submitted a prior approval supplement to the FDA for the site at the beginning of 2025. The Houston center is expected to become one of the largest specialty plasma collection sites in the United States and is already collecting normal source plasma for sale to third parties. In addition, in May 2024, we entered into a lease agreement for a facility in San Antonio, Texas, and subsequently initiated construction activities to establish our third plasma collection center at that facility. We expect to commence plasma collection operations at the new San Antonio center by the end of the first quarter of 2025. To obtain FDA approval for the site collection operations at the San Antonio site, we expect to submit a prior approval supplement to the FDA for the site in the second half of 2025. We also intend to apply for EMA approval of both the Houston and San Antonio plasma collection centers to enable future sales of normal source plasma to potential European customers.

We believe that the expansion of our plasma collection capabilities will enable us to better support our hyper-immune plasma needs and lower manufacturing costs, as well as generate additional revenues through sales of collected normal source plasma to third parties. Each of the Houston and San-Antonio collection centers, once fully operational, is expected to contribute annual revenues of $8 million to $10 million in sales of normal source plasma.

Distribution Segment

Our Distribution segment is comprised of marketing and sales in Israel of biopharmaceutical products exclusively licensed for distribution in Israel from leading international pharmaceutical manufacturers. We engage third-party pharmaceutical companies, register their products with the IMOH, import the products to Israel, and market, sell and distribute them to local HMOs, hospitals and pharmacists. Our primary products in the Distribution segment include pharmaceuticals for critical care delivered by injection, infusion or inhalation. Sales generated by our Distribution segment during 2024 totaled $19.5 million, as compared to $27.1 million and $26.7 million during 2023 and 2022, respectively, and accounted for approximately 12%, 19% and 21% of our total revenues for the years ended December 31, 2024, 2023 and 2022, respectively. The decrease in revenues during 2024 is primarily due to a reduction in our sales of IVIG, which is sold in Israel as part of annual tenders of local HMOs and hospitals. This reduction resulted from a significant decrease in market prices for this product category and increased market competition. Our gross profitability in the Distribution segment decreased during 2024, also affected by the reduction in IVIG sales, write-downs of remaining short-dated IVIG inventory, and increased importation-related logistics costs due to limitations in air travel to Israel during 2024.

Over the past several years, we have continued to expand our Distribution segment products portfolio to non-plasma derived products, including licensing a portfolio of biosimilar products from multiple international companies for distribution in Israel. During the first quarter of 2024, we successfully completed the Israeli launch of our first biosimilar product, BEVACIZUMAB KAMADA, the biosimilar to Avastin, which is indicated for the treatment of certain types of cancer, including colon cancer, non-small cell lung cancer and metastatic breast cancer and generated $1.5 million of sales during 2024 from this product. Subject to EMA and subsequently IMOH approvals, two additional biosimilar products are expected to be launched in Israel in 2025 and the remaining biosimilar products are expected to be launched in Israel over the coming years, at a rate of 1-3 products per year, while continuing to explore opportunities to in-license additional biosimilar products and expend the portfolio. We believe that sales generated by the launch of the biosimilar products will serve as a major growth and profitability catalyst for our Distribution segment. We estimate that revenues from the sales of our existing biosimilar products portfolio in Israel will increase to between approximately $15 million to $20 million within the next five years and will continue to grow thereafter, subject to the continued launch of the entire portfolio as scheduled.

The following table sets forth the products in our Distribution segment that are currently distributed by us in the Israeli market.

Product	Indication	Active Ingredient
Respiratory		
BRAMITOB	Management of chronic pulmonary infection due to pseudomonas aeruginosa in patients six years and older with cystic fibrosis	Tobramycin
FOSTER	Regular treatment of asthma where use of a combination product (inhaled corticosteroid and long-acting beta2-agonist) is appropriate	Beclomethasone dipropionate, Formoterol fumarate
TRIMBOW	Maintenance treatment in adult patients with moderate to severe chronic obstructive pulmonary disease (COPD) with Asthma Maintenance treatment of asthma	Beclomethasone dipropionate, Formoterol fumarate, Glycopyrronium as bromide
PROVOCHOLINE	Diagnosis of bronchial airway hyperactivity in subjects who do not have clinically apparent asthma	Methacholine Chloride
AEROBIKA	OPEP device	None
RUPAFIN	Symptomatic treatment of Allergic rhinitis and Urticaria	Rupatadine
RUPAFIN ORAL SOLUTION	Symptomatic treatment of allergic rhinitis in children aged 2 to 11 years and urticaria in children aged 2 to 11 years	Rupatadine
SINTREDIUS	Rheumatoid arthritis, systemic lupus erythematosus, mild-moderate juvenile dermatomyositis. Severe or debilitating allergic conditions, not treatable in a conventional manner such as: bronchial asthma in children, bronchial asthma in adults. Sarcoidosis in children and for maintenance therapy in adults. Acquired haemolytic anaemia.	Prednisolone as Sodium Phosphate
Immunoglobulins		
IVIG	Treatment of various immunodeficiency-related conditions	Gamma globulins (IgG) (human)
VARITECT	Preventive treatment after exposure to the virus that causes chicken pox and zoster herpes	Varicella zoster immunoglobulin (human)
ZUTECTRA	Prevention of hepatitis B virus (HBV) re-infection in HBV-DNA negative patients 6 months after liver transplantation for hepatitis B induced liver failure	Hepatitis B immunoglobulin (human)
HEPATECT CP	Prevent contraction of Hepatitis B by adults and children older than two years	Hepatitis B immunoglobulin (human)
MEGALOTECT CP	Contains antibodies that neutralize CMV viruses and prevent their spread in immunologically impaired patients	CMV immunoglobulin (human)
RUCONEST	Treatment of acute angioedema attacks in adults with hereditary angioedema (HAE) due to C1 esterase inhibitor deficiency	Conestat Alfa
Critical Care		
HEPARIN SODIUM INJECTION	Treatment of thrombo-embolic disorders such as deep vein thrombosis, acute arterial embolism or thrombosis, thrombophlebitis, pulmonary embolism, fat embolism. Prophylaxis of deep vein thrombosis and thromboembolic events	Heparin sodium
ALBUMIN and ALBUMIN	Maintains a proper level in the patient's blood plasma	Human serum Albumin
Coagulation Factors		
Factor VIII	Treatment of Hemophilia Type A diseases	Coagulation Factor VIII (human)

Product	Indication	Active Ingredient
Factor IX	Treatment of Hemophilia Type B disease	Coagulation Factor IX (human)
COAGADEX	Treatment specifically for hereditary factor X deficiency	Coagulation factor X
Vaccinations		
IXIARO	Active immunization against Japanese encephalitis in adults, adolescents, children and infants aged 2 months and older	Japanese encephalitis purified inactivated vaccine
VIVOTIF	Immunization against disease caused by Salmonella Typhi	Typhoid vaccine live oral
Metabolic Disease		
PROCYSBI	Nephropathic cystinosis in adults and children 1 year of age and older	Cysteamine Biartrate
LAMZEDE	Treatment of alpha-mannosidosis	Velmanase alfa
RYPLAZIM	Treatment of patients with plasminogen deficiency type 1 (hypoplasminogenemia)	Plasminogen, human-tvmh)
Oncology		
ELIGARD	Management of advanced prostate cancer	Leuprolide acetate
BEVACIZUMAB KAMADA	A monoclonal antibody medication used to treat a number of types of cancers and a specific eye disease for cancer. It is given by slow injection into a vein (intravenous) and used for colon cancer, lung cancer, ovarian cancer, glioblastoma, and renal-cell carcinoma	Bevacizumab

Our Development Product Pipeline

Our research and development activities include conducting pre-clinical and clinical trials for new product candidates, as well as other development activities for our Proprietary Products pipeline, including improving existing products and processes, conducting development work at the request of regulatory authorities and strategic partners, and communicating with regulatory authorities regarding our commercial products and clinical and development programs. We incurred approximately $15.2 million, $13.9 million and $13.2 million in research and development expenses in the years ended December 31, 2024, 2023 and 2022, respectively.

We are currently in various stages of pre-clinical and clinical development of new product candidates within our Proprietary Products segment.

Inhaled Formulations of AAT for AATD

We are continuing the clinical development of our inhaled formulation of AAT administered using a nebulizer. The nebulizer was developed by PARI. Inhaled AAT for AATD has been designated as an orphan drug for the treatment of AATD in the United States and Europe.

We have been able to leverage our expertise gained from the production of GLASSIA to develop a stable, high-purity Inhaled AAT product candidate for the treatment of AATD. Existing approved treatment for AATD requires weekly intravenous infusions of AAT therapeutics. We believe that Inhaled AAT for AATD, if approved, will increase patient convenience and reduce or replace the need for patients to use intravenous infusions of AAT products, decreasing the need for clinic visits or nursing home visits, improving the patient's quality of life and reducing medical costs. If approved, Inhaled AAT for AATD is expected to be the first AAT product that is not required to be delivered intravenously and instead is administered non-invasively by inhalation once daily.

The current standard care for AATD in the United States and in certain European countries, as well as in some additional international markets, is a weekly IV infusion of an AAT therapeutic. We estimate that only 2% of the AAT dose reaches the lung when administered intravenously. We have conducted a U.S. Phase 2 clinical study demonstrating that administration of an inhaled formulation of AAT through inhalation results in greater dispersion of AAT to the target lung tissue, including the lower lobes and lung periphery. Accordingly, the inhaled formulation of AAT requires a significantly lower therapeutic dose, estimated at approximately $1/8^{th}$ of the IV dose, and we believe it would be more effective in reducing inflammation of the lung tissue and inhibiting the uncontrolled neutrophil elastase that causes the breakdown of the lung tissue and the emphysema.

Because of the smaller amount of AAT dose used in Inhaled AAT for AATD (since it is applied directly to the site of action rather than administered systematically), we believe that this product, if approved, will enable us to treat significantly more patients from the same amount of plasma and production capacity and may be more cost effective for patients and payors and may increase our profitability.

We conducted a double-blind randomized placebo-controlled Phase 2/3 pivotal trial, under EMA guidance, which was completed at the end of 2013. A total of 168 patients participated in the trial in seven countries in Europe and in Canada. Subjects in this trial were administered a twice daily treatment of Inhaled AAT or an equivalent dose of placebo for 50 consecutive weeks. The primary endpoint of the trial was the time from randomization to the first event-based exacerbation with severity of moderate or severe. Other endpoints, which were secondary and tertiary, included additional exacerbation measures, lung function, and quality of life. The trial was 80% powered based on the number of exacerbation events collected in the study to detect a difference between the two groups after 50 weeks. A 20% difference between the two groups was required to prove efficacy and was considered clinically meaningful, allowing the decision to prescribe the treatment. An open label extension of an additional 50 weeks on active drug was offered to study participants in most sites once they completed the initial 50-week period. Treatment in the open label extension of the trial was completed in November 2014.

This study did not meet its primary and secondary endpoints. However, lung function parameters, including Forced Expiratory Volume in One Second ("FEV1") % of Slow Vital Capacity ("SVC") and FEV1 % predicted, FEV1 (liters) which was collected to support safety endpoints, showed concordance of a potential treatment effect in the reduction of the inflammatory injury to the lung that is known to be associated with a reduced loss of respiratory function.

In accordance with guidance received following the meetings conducted with the European rapporteur and co-rapporteur, we performed several post-hoc analyses. Results of the post hoc analyses indicated that after one year of daily inhalation of our Inhaled AAT, clinically and statistically significant improvements were seen in spirometric measures of lung function, particularly in bronchial airflow measurements FEV1 (liters), FEV1% predicted and FEV1/SVC. These favorable results were even more evident when analyzing the overall treatment effect throughout the full year.

For lung function, overall effect for one year:

- FEV1 (L) rose significantly in AAT treated patients and decreased in placebo treated patients (+15ml for AAT vs. -27ml for placebo, a 42 ml difference, p=0.0268)
- There was a trend towards better FEV1% predicted (0.54% for AAT vs. -0.62% for placebo, a 1.16% difference, p=0.065)
- FEV1/SVC% rose significantly in AAT treated patients and decreased in placebo treated patients (0.62% for AAT vs. -0.87% for placebo, a 1.49% difference, p=0.0074)

For lung function change at week 50 vs. baseline:

- There was a trend towards reduced FEV1 (L) decline (-12ml for AAT vs. -62ml for placebo, a 50 ml difference, p=0.0956)
- There was a trend towards a reduced decline in FEV1% predicted (-0.1323% for AAT vs. -1.6205% for placebo, a 1.4882% difference, p=0.1032)
- FEV1/SVC% rose significantly in AAT treated patients and decreased in placebo treated patients (0.61% for AAT vs. -1.07% for placebo, a 1.68% difference, p=0.013)

During March 2014, we initiated a Phase 2 trial in the United States. The trial was completed in May 2016. This trial was intended to serve as a supplementary trial to the European Phase 2/3 trial and was designed to incorporate parameters required by the FDA. This Phase 2, double-blind, placebo-controlled study explored the Endothelial Lining Fluid ("ELF") and plasma concentration as well as safety of Inhaled AAT in AATD subjects. The subjects received one of two doses of Inhaled AAT or placebo. The study involved the daily inhalation of 80 mg or 160 mg of human AAT or placebo via the eFlow device for 12 weeks. Following the 12-week double blind period, the subjects were offered to participate in an additional 12 weeks open label period during which they receive only Inhaled AAT therapy. In December 2015, we completed the enrollment of patients in the study and in August 2016 we reported positive top-line results, according to which we met the primary endpoint.

AATD patients treated with our Inhaled AAT product in that U.S. Phase 2 clinical trial, demonstrated a significant increase in ELF AAT antigenic level compared to the placebo group (median increase 4551 nM, p-value<0.0005 (80 mg/day, n=12), and 13454 nM, p-value<0.002 (160mg/day, n=12)). These results are more than twice the increase of ELF antigenic AAT level (+2600 nM) observed in our previously completed intravenous AAT pivotal study (60mg/kg/week). Antigenic AAT represents the total amount of AAT in the lung, both active and inactive. The study results also showed that our Inhaled AAT is more efficient than IV to restore ELF AAT level within the lung. In addition, ELF Anti-Neutrophil Elastase inhibitory ("ANEC") level also increased significantly [median increase 2766 nM, p-value<0.0005 (80mg/day) and 3557 nM, p-value<0.004 (160 mg/day)]. The increase in ELF ANEC level was also more than twice that demonstrated in our previously completed IV AAT pivotal study. The ANEC level represents the active AAT that can counterbalance further damage by neutrophil elastase.

The updated data included in our poster presentation of May 2017 demonstrated that ELF-AAT, neutrophil elastase (NE)-AAT and ANEC complexes concentration significantly increased in subjects receiving the 80 mg and 160 mg doses, (median increase of 38.7 neutrophil migration (nM), p-value<0.0005 (80 mg/day, n=12), and median increase of 46.2 nM, p-value<0.002 (160 mg/day, n=10)). This is a specific measure of the anti-proteolytic effect in the ELF and represents the amount of NE that was broken down by AAT. The increase in levels of functional AAT was six times higher (160 mg per day) than is achievable with IV AAT. In addition, ELF NE decreased significantly. Also, the 80 mg data demonstrated a significant reduction in the percentage of neutrophils. Finally, aerosolized M-specific AAT was detected in the plasma of all subjects receiving Inhaled AAT, consistent with what was seen in the Phase 2/3 clinical trial of our Inhaled AAT conducted in Europe.

We filed the MAA for our Inhaled AAT for AATD during the first quarter of 2016 and in June 2017 we withdrew the MAA, as following extensive discussions with the EMA we concluded that the EMA did not view the data submitted as sufficient, in terms of safety and efficacy, for approval of the MAA, and that the supplementary data needed for approval required an additional clinical trial. While the post-hoc data indicated a statistically significant and clinically meaningful improvement in lung function, the EMA was of the opinion that an overall positive conclusion on the effect of Inhaled AAT for AATD could not be reached based on that post-hoc analysis, and that the treatment of AATD patients with our Inhaled AAT product should be further evaluated in the clinic in order to obtain comprehensive long-term efficacy and safety data. The EMA was of the opinion that the study failed to show sufficient beneficial effects in the population studied. In addition, there were concerns about the tolerability and safety profile of the AAT, mainly in patients with severe lung disease. Lastly, the EMA raised concerns about the high rate of patients with ADA responding to AAT, which might reduce its effects or make patients more prone to allergic reactions, despite evidence that none of the patients with such ADA response had allergic reaction nor a lower level of AAT in the serum. When presented with the European Phase 2/3 study data, the FDA expressed concerns and questions in connection with the safety and efficacy of Inhaled AAT for the treatment of AATD and the risk/benefit balance to patients based on that data and product characteristics.

Following several discussions with the FDA and EMA, through which additional data and information were provided and we addressed both agencies' guidance with respect to our proposed subsequent Phase 3 pivotal study protocol, we received positive scientific advice from the CHMP of the EMA related to the development plan for our proposed pivotal Phase 3 pivotal study for Inhaled AAT for AATD, and in April 2019, we received a letter from the FDA stating that we had satisfactorily addressed their concerns and questions with respect to the proposed Phase 3 clinical trial.

During December 2019, we initiated our Phase 3 InnovAATe trial, under an FDA IND and a European CTA (Clinical Trial Application) and announced the first patient-in. InnovAATe is a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial designed to assess the efficacy and safety of Inhaled AAT in patients with AATD and moderate lung disease. The original study protocol included up to 220 patients will be randomized 1:1 to receive either Inhaled AAT at a dose of 80mg once daily, or placebo, over two years of treatment. The primary endpoint of the InnovAATe trial is lung function measured by FEV1. Secondary endpoints include lung density changes as measured by CT densitometry, as well as other parameters of disease severity, such as additional pulmonary functions, exacerbation rate and six-minute walk test. The safety profile is being monitored continuously by an independent Data and Safety Monitoring Board (DSMB). The study was led by Jan Stolk, M.D., Department of Pulmonology, Member of European Reference Network LUNG, Leiden University Medical Center, the Netherlands, until his retirement in September 2024. The study investigators include some of the most recognized KOLs in the AATD field, such as Prof. Noel Gerry McElvaney, M.D - Head of the Department of Medicine and Respiratory Research Division at Beaumont Hospital, Dublin, Royal College of Surgeons in Ireland (RCSI) and Prof. Alice Turner, M.D - Professor of Respiratory Medicine, Queen Elizabeth Hospital Birmingham, Director of Research Knowledge and Transfer, University of Birmingham.

Prior to the initiation of the pivotal Phase 3 InnovAATe clinical trial, we completed a Human Factor Study ("HFS") to support the combination product, consisting of our investigational Inhaled AAT and the eFlow nebulizer system of PARI Pharma GmbH. Following feedback from the FDA, we conducted a subsequent HFS to support and improve the product's use regimen, which was subsequently incorporated into the InnovAATe study.

Through the beginning of 2022, enrollment in the pivotal Phase 3 InnovAATe clinical trial was negatively affected by the impact of COVID-19 pandemic on healthcare systems. During the second half of 2022 and 2023, following the moderation of the pandemic and gradual recovery of health systems in Europe, the study was expanded across additional sites in Europe and enrollment accelerated. Additional clinical sites were opened in 2024 in the United Kingdom. As of January 31, 2025, 87 patients were enrolled in the study, 38 of whom had completed the two-year study treatment period. Through January 31, 2025, only six patients discontinued treatment prematurely, only two due to safety events related to the exposure to the study drug, and only one drug-related serious adverse event was reported. Additionally, as part of routine and planned monitoring processes, and for the eighth time since study initiation, the independent DSMB recommended that the trial continue without modification. Moreover, based on a safety assessment performed for the first 42 patients (which included treatment duration per patient ranging between 6 and 24 months), the DSMB advised that a safety assessment for 60 patients (completing six months of treatment), originally requested by the FDA, be waived and that due to the favorable safety of the study to date, there is no need for further dedicated safety assessment beyond the standard DSMB bi-annual meetings.

During the second quarter of 2023, we received scientific advice from the EMA CHMP regarding the ongoing pivotal InnovAATe trial for Inhaled AAT that reconfirms the overall design of the study and acknowledges the statistically and clinically meaningful improvement in lung function (FEV1) demonstrated in our previously completed Phase 2/3 European study, which served as the basis for the design and the selection of the primary endpoint of our current Phase 3 study.

In January 2024, we conducted a meeting with the FDA regarding the progress of the ongoing InnovAATe study, during which the FDA reconfirmed the overall design of the study and endorsed the DSMB unblinded positive safety assessment of 42 patients, accepting the DSMB's recommendation to waive the need for an additional safety assessment point of 60 patients with at least six months of treatment. During the meeting, the FDA also accepted our plan to conduct an open label extension study, which was initiated mid-2024 and expressed willingness to potentially accept a P<0.1 alpha level in evaluating InnovAATe for meeting the efficacy primary endpoint for registration, which may allow for the acceleration of the program.

Following our January 2024 meeting with the FDA, during the first quarter of 2024, we filed an IND amendment with the FDA, which included a proposed revised SAP and study protocol, which, upon its acceptance, enables a reduction in the study sample size. We subsequently received the FDA's initial feedback, and, in January 2025, after further discussions with the FDA, we announced that the FDA agreed to our proposal to change the two-sided Type 1 error rate control from 5% to 10% (P<0.1 alpha level) for our pivotal InnovAATe trial. Based on the accepted change in the p-value, as well as additional expected revisions to the trial's SAP, we plan to reduce the study sample size from 220 patients to approximately 180 patients, while maintaining the trial's statistical power, and to conduct an interim futility analysis by the end of 2025. We intend to submit the revised SAP and study protocol, incorporating the planned revisions, as an IND amendment during the second half of 2025 and expect to receive additional feedback from the FDA within a few months of submission. During 2024, we conducted a follow-up scientific advice session with the EMA CHMP regarding the proposed revised SAP, and further clarification with the CHMP is required. We plan to approach the CHMP again after obtaining agreement from the FDA on the IND amendment.

Based on our plan to reduce the study sample size and our current estimated recruitment rate, we forecast completing recruitment (Last Patient In) by the end of 2026 and completing the two years of treatment for the last enrolled patient (Last Patient Out) by the end of 2028. Recruiting patients for a placebo-controlled study for an orphan indication, such as AATD, is challenging, and we are continuing to manage it through various actions. Moreover, our ability to enroll patients at the expected rate, who meet the study inclusion criteria, is subject to various external factors which may be beyond our control. For example, from 2020 through 2022, enrollment was materially negatively affected by the COVID pandemic. See Item 3D. Risk Factors – Risks Related to Development, Regulatory Approval and Commercialization of Product Candidates.

In addition to the pivotal study and based on feedback received from the FDA regarding ADAs to Inhaled AAT, we intend to also conduct a sub-study in North America in which approximately 30 patients will be evaluated for the effect of ADA on AAT levels in plasma with Inhaled AAT and IV AAT treatments. The study principal design and protocol were acceptable to the FDA; however, the final protocol needs to be finalized, and the study initiation is planned for 2026.

We continue to evaluate partnering opportunities for the future commercialization of the Inhaled AAT product in the U.S. and Europe.

Recombinant AAT

During 2020 we initiated the development of a recombinant human Alpha 1 Antitrypsin ("rhAAT") product, focusing on therapeutic indications which would potentially leverage the immune-modulatory mechanism of action of the protein. As part of this project, we developed analytical tools that support the selection of the appropriate cell lines and characterization of the product. We engaged Cellca, a CDMO located in Germany, part of Sartorius Stedim BioTech Group, to pursue the cell line development of the rhAAT in Chinese hamster ovary cells with the goal of developing a product of high productivity and robust quality. During the period of 2022 to 2024, we tested the clones previously selected using in-vitro and two ischemic reperfusion injury ("IRI") in-vivo models. The results of these studies indicated significant tissue-protective effect of the rhAAT, as well as enhanced animal survival.

We are currently looking to attract a strategic partner to collaborate in the further development of this product, and we do not plan to continue its development independently due to other development priorities.

Other early-stage development programs

During 2024, we continued to advance three early-stage development programs of plasma derived product candidates. These programs include: (i) a human plasma-based eye drops for potential treatment of several ocular conditions. The product is currently under chemistry, manufacturing and controls ("CMC") development and pre-clinical evaluation; (ii) an automated portable small-scale system for extraction and purification of hyper-immune IgG from convalescent plasma, at the hospital/blood bank setting, for immediate response to a variety of unmet medical needs, including pandemic outbreaks, as well as possible treatment of currently neglected or untreated viral diseases. The initial design of the system was completed, and we are currently in the process of seeking regulatory guidance for the advancement of this product development; and (iii) a hyper-immune anti-tuberculosis IgG as a potential complementary treatment to existing standard of care. The program is developed in collaboration with the Clinical Microbiology and Immunology department of the Medicine-Sackler Faculty of Tel Aviv University and is partially funded by the Israel Innovation Authority. In 2023 and 2024, the anti-tuberculosis IgG was developed and produced on a small scale for research and development purposes and assessed *in-vitro*, and we plan to test the product *in-vivo* during 2025.

We plan to advance these programs until completion of proof-of-concept, at which point we plan to evaluate continued internal development, partnering or out-licensing.

Investigators initiated studies

We are actively supporting investigator-initiated studies ("IIS") related to our commercial products. These studies are clinical trials that are conceived, developed, and conducted by independent researchers or institutions, rather than by pharmaceutical companies. Unlike regular industry-sponsored studies, in IIS, the investigator acts as both the sponsor and the principal investigator, taking full responsibility for the study's design, implementation, and management. These studies offer both clinical and commercial value. Clinically, IIS generate real-world data on drug effectiveness and safety, addressing questions that arise in day-to-day medical practice. Commercially, they provide us with a cost-effective source of clinical data while maintaining a hands-off approach. IIS can explore new therapeutic indications for existing drugs, compare different treatment options, or evaluate cost-effectiveness, often focusing on areas that may not be commercially viable for pharmaceutical companies to pursue directly. By supporting IIS, we can gain valuable insights into our product's performance across diverse clinical settings without incurring the full responsibilities and costs associated with sponsoring the research.

Strategic Partnerships

We currently have strategic partnerships with several different companies to support the distribution and/or development of our products portfolio. Certain strategic partnerships relating to our Proprietary Products segment are discussed below.

Kedrion (KEDRAB and Other Products Distributed in Israel)

On July 18, 2011, we entered into a supply and distribution agreement with Kedrion, a biopharmaceutical company that collects and fractionates blood plasma to produce and distribute worldwide plasma-derived therapies for use in treating and preventing rare and debilitating conditions, such as coagulation and neurological disorders and primary and secondary immunodeficiencies. The agreement provided for exclusive cooperation for the completion of clinical development, marketing and distribution of our anti-rabies immunoglobulin, KAMRAB, in the United States under the brand name KEDRAB. According to the agreement, Kedrion bore all the costs of the Phase 2/3 clinical trials for our product in the United States. In addition, costs related to any Phase 4 clinical trials and the FDA Prescription Drug User fee required for all new approved drugs were shared equally between us and Kedrion. In October 2016, we entered into an addendum to the agreement to conduct a safety clinical trial for the treatment of pediatric patients in the United States, pursuant to which we and Kedrion agreed to equally share the cost of such trial. The agreement was further supplemented in October 2018 and June 2019, regarding the determination of purchase price and payment terms under the agreement.

The agreement grants Kedrion exclusive rights to market and sell KEDRAB in the United States. We retain intellectual property rights to KEDRAB. Kedrion is obligated to purchase a minimum amount of KEDRAB units per year during the term of the agreement.

In April 2018, following the receipt of the FDA marketing authorization, KEDRAB was launched in the United States. For more information about the product, see above "Item 4B. Information on the Company —Business Overview — *Proprietary Products Segment* — Our Commercial Product Portfolio — *Proprietary Products — KAMRAB/KEDRAB*".

The original agreement had a term of six years, commencing on the date by which KEDRAB U.S. launch was feasible (i.e., until March 2024), and Kedrion had an option to extend the term by two additional years, until March 2026, which it exercised in July 2023.

In December 2023, we entered into a binding memorandum of understanding with Kedrion for the amendment and extension of the distribution agreement between the parties, which represents the largest commercial agreement secured by us to date. Subsequently, in January 2025, we entered into an amendment to the distribution agreement, which supersedes and memorializes the agreements and undertakings set forth in the binding memorandum of understanding, along with additional terms and conditions. Under these agreements, the distribution agreement was extended until December 31, 2031, and Kedrion has the right to extend the agreement for an additional two years, until December 31, 2033, by providing written notice no later than December 31, 2030. Under the terms of the amended distribution agreement, Kedrion committed to purchasing minimum quantities of KEDRAB during the first four years (i.e., 2024 through 2027) of the eight-year term that began in January 2024, generating projected minimum aggregate revenues for us of approximately $180.0 million over such four-year period, of which a minimum of approximately $135.0 million is to be acquired during the remaining three years of such four-year period (i.e., 2025 through 2027). In addition, the parties agreed on a mechanism to be used in determining the minimum commitments for 2028 through the term of the agreement. KEDRAB's in-market sales in the United States grew significantly in 2024 and 2023, reflecting the increased demand for KEDRAB in the U.S. market. In addition, the parties agreed to explore the potential expansion of KEDRAB distribution by Kedrion to other territories beyond the United States.

In addition to customary termination provisions (including the right of either party to terminate the agreement if the other party fails to perform or violates any provision of the agreement in any material respect and the failure continues unremedied for a defined period), Kedrion has the right to terminate the agreement, upon prior written notice, (i) for any reason after receipt of FDA approval, (ii) in the event that the FDA BLA is suspended or revoked and cannot be reinstated within a certain period of time, or (iii) a major regulatory change occurs that materially and adversely increases the clinical trial costs. We have the right to terminate the agreement in the event that (i) a major regulatory change occurs that materially and adversely increases the manufacturing costs of KEDRAB, (ii) a major regulatory change occurs that poses considerable difficulties on submission of an application for FDA approval, or (iii) clinical trials are not initiated within a certain time after either receipt by Kedrion of enough product or FDA approval to begin clinical trials. Upon termination or expiration of the agreement, Kedrion's exclusive rights to market and sell KEDRAB in the U.S. market will be canceled, at which point we may elect to market and sell the product in the U.S. market on our own or otherwise engage a different distributor.

For information related to a plasma purchase agreement with Kedplasma, a subsidiary of Kedrion, for the supply of anti-rabies hyper-immune plasma required for the manufacturing of KAMRAB/KEDRAB see "*Raw Materials" section below*.

Takeda (GLASSIA)

We have a strategic arrangement with Takeda that includes three main agreements: (1) an exclusive manufacturing, supply and distribution agreement, pursuant to which through 2021, we manufactured GLASSIA for sale to Takeda for further distribution in the United States, Canada, Australia and New Zealand (through the end of 2023, GLASSIA was distributed by Takeda only in the United States and, commencing in 2024, also in Canada); (2) a technology license agreement, which grants Takeda licenses to use our knowledge and patents to produce, develop and sell GLASSIA; and (3) a fraction IV-I paste supply agreement, pursuant to which Takeda supplies us with fraction IV plasma, a plasma derivative, produced by Takeda, as discussed under "— Manufacturing and Supply — Raw Materials — *Plasma derived Fraction IV paste for GLASSIA manufacturing."* Other than with respect to plasma-derived AAT administrated by IV, we retain all rights, including distribution rights of GLASSIA, in all territories, other than the ones mentioned above, as well as distribution rights to any other form of AAT administration, including Inhaled AAT.

The agreements were originally executed with Baxter Healthcare Corporation ("Baxter") in August 2010. During 2015, Baxter assigned all its rights under the agreements to Baxalta US Inc. ("Baxalta"), an independent public company which spun-off from Baxter. In 2016, Shire plc. ("Shire") completed the acquisition of Baxalta, and as a result, all of Baxalta's rights under the agreements were assigned to Shire. In January 2019, Takeda completed its acquisition of Shire, and all rights under the agreements transferred to Takeda.

Exclusive Manufacturing, Supply and Distribution Agreement

Pursuant to the exclusive manufacturing, supply and distribution agreement, as amended from time to time, Takeda was obligated to purchase a minimum amount of GLASSIA per year until the end of 2021. Under the agreement, Takeda is also obligated to fund required Phase 4 clinical trials related to GLASSIA up to a specified amount, and if the costs of such clinical trials are in excess of this amount, we agreed to fund a portion of the additional costs. We also undertook to reimburse Takeda for its GLASSIA marketing efforts up to a limited amount during the years 2017-2020.

In November 2021, pursuant to the technology license agreement described below, Takeda completed the technology transfer of GLASSIA manufacturing and initiated its own production of GLASSIA for the U.S. market. Accordingly, we completed the supply of GLASSIA to Takeda, and through the end of 2023, we remained an approved supplier of the product. We do not anticipate continuing to manufacture and supply GLASSIA to Takeda under the exclusive manufacturing, supply and distribution agreement.

Technology License Agreement

The technology license agreement provides an exclusive license to Takeda, with the right to sub-license to certain manufacturing parties, of our intellectual property and know-how regarding the manufacture and additional development of GLASSIA for use in Takeda's production and sale of GLASSIA in the United States, Canada, Australia and New Zealand.

Pursuant to the technology license agreement, following the initiation of sales of GLASSIA manufactured by Takeda, Takeda is required to pay us royalties at a rate of 12% on net sales through August 2025, and at a rate of 6% thereafter until 2040, with a minimum of $5 million annually, for each of the years from 2022 to 2040. During the first quarter of 2022, Takeda began to pay us royalties on sales of GLASSIA manufactured by it in the United States. During 2021 Takeda received an approval from Health Canada for the marketing and distribution of GLASSIA in Canada, and it commenced sales of GLASSIA in Canada in 2024. For the years ended December 31, 2024, and 2023, and the period between March and December 2022, we accounted for $16.9 million, $16.1 million and $12.2 million, respectively, of sales-based royalty income from Takeda.

Pursuant to an amendment to the license agreement entered into in March 2021, upon completion of the transition of GLASSIA manufacturing to Takeda, which was completed in November 2021, we transferred to Takeda the GLASSIA U.S. BLA, in consideration of an additional $2.0 million payment, which was paid to us in March 2022, following the FDA's acknowledgment of the BLA transfer.

Pursuant to the technology license agreement, the intellectual property rights for any improvements on the manufacturing process or formulations belong to the party that develops the improvements, with each party agreeing to cross-license the developed improvements to the other party. We retain an option to license any intellectual property developed by Takeda under the agreement that is not considered an improvement on the licensed technology. Additionally, Takeda owns any intellectual property it develops using the licensed technology for new indications for the intravenous AAT product, for which we retain an option to license at rates to be negotiated. Any technology related to new indications for the intravenous AAT product developed by us during the royalty payments period will be part of the licensed technology covered by the technology license agreement.

The technology license agreement expires in 2040. Either party may terminate the agreement, in whole or solely with respect to one or more countries covered by the distribution agreement, pursuant to customary termination provisions. Takeda also has the right to terminate the agreement, upon prior written notice, in the event that: (i) our manufacturing process technology for GLASSIA is determined to materially infringe upon a third party's intellectual property rights, and we have not obtained a license to such third party's intellectual property or provided an alternative non-infringing manufacturing process; (ii) there are certain decreases in GLASSIA sales in the United States unless such decreases are due to transfers to Inhaled AAT for AATD; or (iii) the regulatory approval process in the United States has been withdrawn or rejected as a result of our inaction or lack of diligent effort, provided such withdrawal or rejection was not primarily caused by the breach by Takeda of its obligations. We have the right to terminate the agreement, upon prior written notice: (i) if Takeda contests or infringes upon our intellectual property; (ii) if regulatory approval in one or more countries covered by the technology license agreement is withdrawn or rejected and not reversed, provided it was not primarily caused by the breach by us of our obligations; or (iii) in the event that GLASSIA produced by Takeda, other than as a result of our manufacturing process technology, is determined to materially infringe upon a third party's intellectual property rights, provided that the termination right is limited only to the country in which such judgment is binding. Following any termination, other than expiration of the agreement, all licensed rights will revert to us.

Upon expiration of the agreement, Takeda will be entitled to a non-exclusive, perpetual, royalty free license.

Pursuant to the exclusive manufacturing, supply and distribution agreement and the technology license agreement, we were entitled to receive an upfront payment and certain payments for the achievement of certain development-based milestones related to the transfer of technology to Takeda and sales-based milestones. To date, we have received the total aggregate milestone payments under the agreement ($45 million).

PARI

On November 16, 2006, we entered into a license agreement with PARI (the "Original PARI Agreement") regarding the clinical development of an inhaled formulation of AAT, including Inhaled AAT for AATD, using PARI's "eFlow" nebulizer. Under the Original PARI Agreement, we received an exclusive worldwide license, subject to certain preexisting rights, including the right to grant sub-licenses, to use the "eFlow" nebulizer, including the associated technology and intellectual property, for the clinical development, registration, and commercialization of inhaled formulations of AAT to treat AATD and respiratory deterioration, and to commercialize the device for use with such inhaled formulations. The agreement also provided for PARI's cooperation with us during the pre-clinical phase and other clinical phases of development of Inhaled AAT, where each of the parties was responsible for developing and adapting its own product and bore the costs involved.

Pursuant to the Original PARI Agreement, we agreed to pay PARI royalties from future sales of Inhaled AAT, after certain deductions, at the rates specified in the agreement. We have agreed to pay PARI tiered royalties ranging from the low single digits up to the high single digits based on the annual net sales of inhaled formulations of AAT for the applicable indications. The royalties will be paid for each country separately, until the later of (i) the expiration of the last of certain specified patents covering the "eFlow" nebulizer, or (ii) 15 years following the first commercial sale of an inhaled formulation of AAT in that country (the "PARI Royalty Period"). During the PARI Royalty Period, PARI is obligated to pay us specified percentages of its annual sales of the "eFlow" nebulizer for use with Inhaled AAT above a certain threshold defined in the agreement and after certain deductions.

On February 21, 2008, we entered into an addendum to the Original PARI Agreement (together with the Original PARI Agreement, the "PARI Agreement"), which extended the exclusive global license granted to us to use the "eFlow" nebulizer, including the associated technology and intellectual property, for the clinical development, registration and commercialization of Inhaled AAT for two additional indications of lung disease, namely cystic fibrosis and bronchiectasis. Pursuant to the addendum, each party will be responsible for developing and adapting its own product for the additional indications and will bear the costs involved. Additionally, we and PARI will supply, each at its own expense, Inhaled AAT and the "eFlow" nebulizers, respectively, and in the quantities required for all phases of clinical studies worldwide for the additional indications. In addition, PARI will provide us, at its expense, with technical and regulatory support regarding the "eFlow" nebulizer. Sales of the inhaled formulation of AAT for the additional indications will entitle PARI to royalty payments as provided in the Original PARI Agreement. We are currently not progressing the development of Inhaled AAT for the additional indications.

The PARI Agreement expires when the PARI Royalties Period ends. Either party can terminate the PARI Agreement upon customary termination provisions. Additionally, upon the occurrence of any one of the following events, PARI has the right to negotiate with us in good faith about whether to continue our collaboration: (i) PARI's costs of the required clinical trials exceed a certain amount, unless we or a third party incurs such expenses on behalf of PARI; (ii) an inhaled formulation of AAT is not successfully registered with any regulatory authorities by 2016; (iii) there are no commercial sales of inhaled formulations of AAT within a certain period after successful registration with any regulatory authority; or (iv) we cease development of inhaled formulations of AAT for a certain period of time. If, within 180 days of PARI's request to negotiate, we do not agree to continue the collaboration, PARI has the option either to render the license they grant to us non-exclusive or to terminate the agreement. We have the right to terminate the agreement, upon prior written notice, (i) in the event that the "eFlow" nebulizer is determined to infringe upon a third party's intellectual property rights, (ii) an injunction barring the use of the "eFlow" nebulizer has been in place for a certain period of time, (iii) a clinical trial for inhaled formulations of AAT fails as a result of, after a cure period, the "eFlow" nebulizer not conforming to specifications or PARI's inability to supply the "eFlow" nebulizer; or (iv) failure by PARI to register the "eFlow" nebulizer within a certain period of time after receiving Phase 3 results for Inhaled AAT for AATD. Following any termination, all licensed rights will revert to PARI, unless we terminate the agreement as a result of PARI's bankruptcy, payment failure or material breach, in which case we retain the license rights to the "eFlow" nebulizer as long as we continue making royalty payments.

On February 21, 2008, we also signed a commercialization and supply agreement with PARI that provides for the commercial supply of the "eFlow" nebulizer and its spare parts to patients who may be treated with the inhaled formulation of AAT, if approved, either through its own distributors, our distributors or independent distributors in countries where PARI does not have a distributor. The commercialization and supply agreement expires upon the earlier of (1) the end of four years from (x) the end of the last PARI Royalties Period, or (y) the termination of the PARI Agreement by one party due to the other party declaring bankruptcy, failing to make a payment after a 30-day cure period or breach of a material provision after a 30-day cure period, or (2) the termination of the PARI Agreement pursuant to its terms, other than for reasons as previously described, in which case the commercialization and supply agreement terminates simultaneously with the PARI Agreement provided that PARI ensures availability of the "eFlow" nebulizer and its associated spare parts and service to anyone being treated with the inhaled formulation of AAT at the time of such termination, for the warranty period of the device or for a longer period, if required by the applicable law or the relevant regulatory authority.

In May 2019, we signed a Clinical Study Supply Agreement ("CSSA") with PARI for the supply of the required quantities of PARI's "eTrack" controller kits and the "PARItrack" web portal associated with PARI's "eFlow" nebulizer required for our pivotal Phase 3 InnovAATe clinical trial and for the FDA required HFS. The CSSA is a supplement agreement to the PARI Agreement and will expire upon the expiration or termination of the PARI Agreement.

Manufacturing and Supply

We have a production plant located in Beit Kama, Israel. We currently manufacture six of our proprietary plasma-derived commercial products, including three FDA approved products, in this facility: KEDRAB/KAMRAB, CYTOGAM, GLASSIA, KAMRHO (D), and two types of snake bite antiserum product. We also manufacture at our plant the investigational Inhaled AAT product.

In December 2022, we submitted an application to the FDA, and in May 2023, we received FDA's approval to manufacture CYTOGAM at our facility in Beit Kama, Israel. Following FDA's approval, CYTOGAM manufactured at our Israeli facility has been available for commercial sale in the United States since October 2023. The FDA approval represented the successful conclusion of the technology transfer process of CYTOGAM from the previous manufacturer, CSL Behring. In July 2023, we also received the approval of Health Canada to manufacture CYTOGAM at our facility, following a technology transfer application that we submitted in January 2023. As part of the CYTOGAM technology transfer process, we engaged Prothya as a third-party contract manufacturer to perform certain manufacturing activities required for the manufacturing of CYTOGAM.

We operate our Beit Kama production facility on a campaign basis so that at any time the facility is assigned to produce only one product. The utilization of the facility's production capacity among the various products is determined based on orders received, sales forecasts and development needs. During each year we conduct routine maintenance shutdowns of our plant, which may last up to a few weeks. In addition, we periodically invest in upgrading infrastructure and adjusting capacity needs.

Our production plant has consistently successfully passed inspections by various health authorities with no critical observations, including by the FDA, IMOH, Health Canada and the health agencies of Croatia, Kazakhstan and Russia. Most recently, our production plant passed inspections with no critical observations by the FDA (in March 2023), Health Canada (in May 2023), the Ministry of Health of the Russian Federation (in November 2024) and IMOH (in December 2024).

Most changes in our production processes related to our Proprietary Products segment must be approved by the FDA and/or similar authorities in other jurisdictions. From time to time, we make certain required modifications to our manufacturing process and are required to make certain filings to report such changes to the FDA and/or other similar authorities.

WINRHO SDF, HEPAGAM B and VARIZIG, which we acquired in November 2021, are currently manufactured by Emergent under a manufacturing services agreement we assumed as part of the acquisition of the portfolio from Saol. Under the agreement, Emergent serves as our exclusive manufacturer of the three products. The manufacturing services are performed at Emergent's facilities in Winnipeg, Canada. The current agreement is in effect until September 27, 2027, and may be terminated without cause by us upon at least two years advance notice or immediately in the event of a manufacturing failure (as defined in the agreement). Emergent may terminate the agreement upon at least three years advance notice. We expect to continue manufacturing these products by Emergent in the foreseeable future and are planning to initiate a technology transfer to transition the manufacturing of these products to our facility in Beit Kama, Israel. Such a technology transfer would be subject to execution of a new, amended manufacturing services agreement with Emergent covering operational aspects and technology transfer related services. We anticipate that, once initiated, such technology transfer could be completed within four to five years.

Raw Materials

The main raw materials in our Proprietary Products segment are hyper-immune plasma and fraction IV derived from normal source plasma. We also use other raw materials, including both natural and synthetic materials. We purchase raw materials from suppliers who are regulated by the FDA, EMA and other regulatory authorities. Our suppliers are approved in their countries of origin and by the IMOH. The raw materials must comply with strict regulatory requirements. We require our raw materials suppliers to comply with the cGMP regulations, and we audit our suppliers from time to time. We are dependent on the regular supply and availability of raw materials in our Proprietary Products segment.

We maintain relationships with several suppliers to ensure availability and reduce reliance on specific suppliers. We are dependent, however, on several suppliers who supply specialty ancillary products prepared for the production process, such as specific gels and filters. See "Item 3. Key Information — D. Risk Factors — *We could become supply-constrained, and our financial performance could suffer, if we were unable to obtain adequate quantities of source plasma, plasma derivatives or specialty ancillary products that meet the regulatory requirements of the FDA, the EMA, Health Canada or the regulatory authorities in Israel, or if our suppliers were to fail to modify their operations to meet regulatory requirements or if prices of source plasma or plasma derivatives were to rise significantly*."

In the years ended December 31, 2024, 2023 and 2022, we incurred $30.7 million, $43.1 million and $31.0 million of expenses, respectively, for the purchase of raw materials for the manufacturing of our Proprietary Products. The changes in the costs associated with the purchase of raw materials are driven by our inventory management and manufacturing plan.

Hyper-immune Plasma

Hyper-immune plasma is used for the manufacturing of KEDRAB/KAMRAB, CYTOGAM, WINRHO SDF, VARIZIG, HEPAGAM B and KAMRHO (D). We have several suppliers in the United States for hyper-immune plasma with whom we have long-term supply agreements. Under such long-term supply agreements, we work to secure availability of hyper-immune plasma on an annual basis by providing forecasts to our suppliers based on our customers' actual and forecasted demand.

In January 2012, we entered into a plasma purchase agreement with Kedplasma, a subsidiary of Kedrion, for the supply of the anti-rabies hyper-immune plasma required for the manufacturing of KAMRAB (including for manufacturing of KEDRAB for sale to Kedrion for further distribution in the U.S. market). The agreement includes a commitment to supply certain minimum annual quantities at predetermined prices. The agreement is renewed every three years, and the parties agree on quantity and pricing terms for each renewal period. We have an additional U.S.-based supplier of anti-rabies hyper-immune plasma.

CMV hyper-immune plasma for the manufacturing of CYTOGAM is supplied to us by CSL Behring, initially under a three-year supply agreement that we assumed from Saol, and in December 2023, we entered into a new plasma supply agreement directly with CSL Behring, which supersedes the assumed supply agreement. The new agreement provides for the continued supply of required plasma for the manufacturing of the product for each of the years 2024-2026.

Emergent is currently responsible for securing the hyper-immune plasma from different plasma suppliers for the manufacturing of WINRHO SDF, HEPAGAM B and VARIZIG, pursuant to our manufacturing services agreement with Emergent (see above— "Manufacturing and Supply"). In 2024, we began to supply to Emergent hyper-immune plasma collected through our internal plasma collection operations for the manufacturing of WINRHO SDF.

While we continue to pursue new long-term supply agreements for hyper-immune plasma with additional plasma-collection companies, we aim to reduce our dependencies on third-party suppliers by increasing our own supply of hyper-immune plasma, specifically for the manufacturing of KEDRAB/KAMRAB, WINRHO SDF and KAMRHO (D), through our plasma collection operations at our centers in Beaumont, Houston and the soon-to-be opened San-Antonio center. For information related to our internal plasma collection capabilities, see above "*Plasma Collection.*"

Plasma derived Fraction IV paste for GLASSIA manufacturing

On August 23, 2010, in conjunction with the partnership arrangement with Baxter (now Takeda), we signed a fraction IV paste supply agreement with Baxter (now Takeda) for the supply of fraction IV for use in the production of GLASSIA to be sold in the United States. Under this agreement, Takeda also supplies us with fraction IV used for the production, sale and distribution of GLASSIA in jurisdictions other than those which are covered under the exclusive manufacturing, supply and distribution agreement with Takeda as well as for other AAT derived products. Takeda did not receive payment for the supply of fraction IV plasma used by us for the manufacture of GLASSIA sold to Takeda through 2021. If we require fraction IV for other purposes, we are entitled to purchase it from Takeda at a predetermined price. The supply agreement terminates on August 23, 2040, subject to an option for earlier termination in the event of a material breach.

We have an additional fraction IV plasma supplier, approved for production of GLASSIA marketed in non-U.S. countries, and we may, in the future, seek to obtain regulatory approval to use fraction IV from this supplier for the U.S. market as well.

Marketing and Distribution

We distribute our Proprietary Products in more than 30 countries world-wide including the United States, Canada, Russia, Argentina, Israel, India, Turkey, Australia, Switzerland, Poland, Romania and several other countries in Europe, Latin America, Asia, and the MENA region. We are also a supplier of an international organization specialized in providing health services for the Americas. We distribute our products in these markets directly or through strategic partners (e.g., Kedrion in the U.S. market) or by local distributers. We typically receive orders for our products and receive requests for participation in tenders for the supply of our products from our existing distributors as well as from new potential distributors.

We sell KEDRAB to Kedrion for distribution in the U.S. market and sell KAMRAB and KAMRHO (D) to other distributors in non-U.S. countries. We market GLASSIA mainly in Argentina, Russia, Israel and more recently, in Switzerland (in some of these markets under a different brand name) through local distributors.

We distribute CYTOGAM, WINRHO SDF, HEPAGAM B and VARIZIG in the U.S. market directly to wholesalers and local distributors, through our wholly owned U.S. subsidiary, Kamada Inc. Commencing September 2022, we assumed all distribution responsibilities for these products in the U.S. market and are utilizing a U.S.-based third-party logistics provider for storage, logistics and distribution, which provides complete order to cash services. We are also responsible for marketing activities, price determination, provision of rebates and credits as well as mandatory pricing reporting requirements for these products in the U.S. market. We also market, sell and distribute these products in non-U.S. countries, primarily Canada and the MENA regions, through engagement of local distributors. We continue to leverage our existing strong international distribution network to expand the sales of CYTOGAM, WINRHO SDF, HEPAGAM B and VARIZIG to other regions in which we currently operate in and furthermore, we intend to explore the expansion of sales of our other Proprietary Products, primarily GLASSIA and KAMRAB, to international markets, primarily in the MENA region.

In 2022, as part of the establishment of our U.S. operations, we deployed an experienced team of U.S.-based sales and medical affairs professionals. The U.S. sales team promotes our portfolio of specialty plasma-derived IgG products to physicians and other healthcare practitioners through direct engagement and opportunities at medical conventions. The medical affairs team educates physicians by addressing their scientific and clinical inquiries, along with participating in major medical conferences. Our activities promoting these important therapies, primarily CYTOGAM and VARIZIG, represent the first time in over a decade that these hyper-immune specialty products have been supported by field-based activity in the United States. We are encouraged by the consistently positive feedback received from key U.S. physicians who are seeking to publish new clinical data related to our products, while conducting educational symposiums that we believe will have a positive impact on the understanding of these medicines, contributing to continued growth in demand.

Our promotional activities, including engagements with healthcare practitioners, are conducted in compliance with the FDA's restrictions on promotion of pharmaceuticals, and the Anti-Kickback statutes.

In the Israeli market, we sell and distribute GLASSIA, KAMRAB and KAMRHO (D) independently to local HMOs and medical centers, or through a third-party logistic partner that specializes in the supply of equipment and pharmaceuticals to healthcare providers, and in addition we sell our two types of anti-snake venom to the IMOH.

Outside the U.S. and Israeli markets, we may sell our Proprietary Products through local tenders by governing bodies (such as CBS and Hema-Quebec in Canada, as well as to an international organization), or our distributors may sell our Proprietary Products through a tender process and/or to the private market. The tender process is conducted on a regular basis by the distributors, sometimes on an annual basis. For existing distributors, our existing relationship does not guarantee additional orders in these tenders. The decisive parameter is generally the price proposed in the tender. The distributor purchases products from us and sells them to its customers (either directly or by means of sub-distributors). In most cases, we do not sign agreements with the end users, and as such, we do not determine the price to the end user or its terms of payment and are not exposed to credit risks of the end users. In most cases, our agreements with the local distributors award the various distributors exclusivity in the distribution of our products in the relevant country, if permitted. The distribution agreements are usually made for a specific initial period and are subsequently renewed for certain agreed periods, where the parties have the right to cancel or renew the agreements with prior notice of several months. In these markets, we do not actively participate in the marketing to the end users, except for supplying marketing assistance where the cost is negligible or in some cases, reimburse the local distributor for an agreed amount of its actual marketing expenses.

We are establishing our footprint in the MENA region as a leader in the specialty plasma-derived field by exploring geographical expansion opportunities and strengthening our relationships with KOLs across the region. Furthermore, we capitalize on our strong regulatory affairs capabilities to register our products with the relevant authorities to ensure proper and fast market access.

Most of the sales of our Proprietary Products segment outside of Israel are made against open credit and some in documentary credit or advance payment. Most of our sales in Israel are made against open credit or cash. The credit given to some of our customers abroad (except for sales in documentary credit or advanced payment) is mostly secured by means of a credit insurance policy and in certain cases with bank guarantees.

In the Distribution segment, we market our products in Israel to HMOs, hospitals and medical specialists on our own and we distribute the products independently or through a -party logistic provider. We sell certain of our Distribution segment products through offers to participate in public tenders that occur on an annual basis or through direct orders. The public tender process involves HMOs and hospitals soliciting bids from several potential suppliers, including us, and selecting the winning bid based on several attributes, primarily price and availability. The annual public tender process is also used by our existing Distribution segment products customers to determine their suppliers. As a result, our existing relationship with customers in our Distribution segment does not guarantee additional orders from such customers year-over-year.

To secure supply of our products in the Distribution segment, we enter into supply and distribution agreements with the product owners, pursuant to which we undertake to register the products with the IMOH, acquire certain quantity of products and act as the product distributor in the Israeli market. We work closely with those suppliers to develop annual forecasts, but these forecasts usually do not obligate our suppliers to provide us with their products.

Customers

For the year ended December 31, 2024, sales to our three largest customers, Kedrion, Takeda and McKesson, one of the largest U.S. based wholesaler, accounted for 31%, 10% and 8%, respectively, of our total revenues. For the years ended December 31, 2023, and 2022, sales to our three largest customers, Takeda, Kedrion and Clalit Health Services, an Israeli based HMO, accounted for and 23%, 11% and 7%, and 13%, 11% and 9%, respectively, of our total revenues.

While Kedrion, Takeda and McKesson are our major customers, in the Proprietary Products segment other key customers include several U.S. based wholesalers, an international organization, two Canadian customers and our distributors in Argentina, Russia, the MENA region and other territories. These arrangements are further described above under "— Marketing and Distribution."

Our primary customers in the Distribution segment in Israel are HMOs, including Clalit Health Services and Maccabi Healthcare Services, Israeli hospitals and the IMOH.

Seasonality

We have experienced in the past, and may experience in the future, certain fluctuations in our quarterly revenues.

Competition

The worldwide market for pharmaceuticals in general, and biopharmaceutical and plasma derived products, in particular, has, in recent years, undergone a process of consolidation through mergers and acquisitions. This trend has led to a reduction in the number of competitors and the strengthening of the remaining companies, particularly in the plasma-derived sector.

Proprietary Products Segment

There are a limited number of direct competitors for each of our products in the Proprietary Products segment. These competitors include CSL Behring, Grifols (which acquired Biotest AG during 2022), Kedrion (other than for KEDRAB) (which merged with BPL during 2022), and ADMA. Most of these companies are multinational corporations that specialize in plasma derived protein therapeutics and distribute their plasma derived pharmaceutical products worldwide. We have not seen significant changes in the activities of our competitors in recent years. Additionally, our strategic alliance with Kedrion in the United States has strengthened our KEDRAB competitive positioning in the market. The acquisition of Biotest by Grifols and the merger between Kedrion and BPL might impact the markets that we operate in. In some international markets, such as India, Thailand and Russia, we also have local competitors for KAMRAB and KAMRHO (D).

In addition, we face potential competition from other biopharmaceutical companies that develop and market non-plasma derived products that are approved for similar indications as those in our Proprietary Products segment.

In cases of existing competition, our competitors usually have advantages in the market because of their size, financial resources, plasma-collection capacity, and the duration of their activities and experience in the relevant market, especially in the United States and countries of the European Union.

The following describes details known to us about our most significant competitors for each of our main Proprietary Products segment products.

KEDRAB/KAMRAB. We believe that there are two main competitors for this anti-rabies IgG product worldwide: Grifols, whose product we estimate comprises over 50% of the anti-rabies IgG market in the United States, and CSL Behring, which sells its anti-rabies product in Europe and other international markets. Sanofi Pasteur, the vaccines division of Sanofi S.A., exited the U.S. anti-rabies IgG market as well as some additional international markets during 2022. We believe that such departure, among other things, contributed to the increase in demand for KEDRAB in the United States in 2023 and 2024. BPL, which has an anti-Rabies IgG product for the UK market, has developed it also for the U.S. market, including performing a clinical trial; however, it did not complete the product development and has not submitted a BLA for FDA approval. There are several local producers in other countries that make anti-rabies IgG products, mostly based on equine serum, which we believe results in inferior products, as compared to products made from human plasma. Over the past several years, several companies have made attempts, and some are still in the process of developing monoclonal antibodies for anti-rabies treatment. The first monoclonal antibody product was approved and is available in India, and the second monoclonal antibody product was approved and is available in China and to our understanding, is intended to be submitted for marketing authorization in other countries. These products may be as effective as the currently available plasma derived anti-rabies immunoglobulin and may potentially be cheaper, and as such may result in the future in increased competition and potential loss of market share of KEDRAB/KAMRAB.

CYTOGAM. To our knowledge, CYTOGAM is the only plasma derived CMV IgG product approved in the United States and Canada. In Europe and other international markets Cytotec CP/Megalotect (Biotest), a plasma derived competing product, is available. Based on available public information, the FDA approved the following non-plasma derived antiviral drugs for the prevention of CMV infection and disease: Letermovir (Prevymis), developed by Merck& Co., and for treatment of refractory/resistant infection or disease Maribavir (Livtencity), developed by Takeda. Since their launch, these products have resulted in a significant loss of market share for CYTOGAM. Currently, treatment guidelines state that combination therapy with standard antiviral can be considered for certain solid organ transplant recipients. The most used antivirals are Ganciclovir (Cytovene-IV Roche) and Valgnciclovir (Valcyte Roche). Patients treated with such antivirals agents for a long time can develop resistance and will require a second-line treatment such as Foscarnet (Foscavir Pfizer) or Cidofovir (Gilead Sciences). Despite the introduction of newer antiviral therapies for CMV in solid organ transplantation, there is a growing need to determine the optimal approach of CMV management when considering all available therapies, including CYTOGAM.

GLASSIA. There are several competing products to GLASSIA. Grifols, CSL Behring and Takeda have competing plasma derived AAT products approved for AATD that are marketed in the United States, as well as in some European countries and registered in Canada. We estimate that Prolastin, Grifols' AAT infusion product for the treatment of AATD, accounts for at least 50% market share in the United States and more than 70% of sales worldwide. In September 2017, Grifols announced FDA approval of a liquid formulation of Prolastin, and to the best of our knowledge, Grifols's liquid product is currently only sold in the U.S. market and Grifols may in the future expand its sales of this product to ex-U.S. markets as well. Grifols is also a producer of an additional AAT product, Trypsone, which is marketed in Spain and in some Latin American countries, including Brazil. CSL Behring's AAT by IV product, Zemaira, is mainly sold in the United States, and during 2015 received centralized marketing authorization approval in the European Union. CSL Behring launched the product in a few selected EU markets stating 2016 under the brand name Respreeza. Takeda is our strategic partner for sales of GLASSIA in the United States and Canada and it also serves existing patients in the United States with its own proprietary AAT product, Aralast. As far as we know, Takeda is selling both products in the United States and maintaining existing patients on Aralast. Laboratoire Français du Fractionnement et des Biotechnologies, S.A. (LFB) is a producer of an AAT product distributed only in the French market. We do not believe that new plasma derived AAT products are expected to enter the U.S. or European markets in the near future.

There are several other competitors in pre-clinical and clinical stages, such as Sanofi, Mereo and Wave therapeutics, and potentially others, all of which have clinical stage development programs for new medications for treatment of AATD lung disease. Additional companies have pre-clinical stage development programs, such as Apic Bio, Intellia, AlveoGene, and Tessera Thrapeutics, all of which are include gene editing technologies. Preclinical phase programs do not always progress to advanced clinical development stages. These product candidates, if approved, may have an adverse effect on the AATD market size and reduce or eliminate the need for the currently approved plasma derived AAT augmentation therapy, and thus may potentially affect our ability to continue to generate revenues and earnings from GLASSIA. In addition, if approved, these product candidates may have a negative effect on our ability to continue the development of our Inhaled AAT, and, if approved, to market Inhaled AAT and obtain a meaningful market share.

WINRHO SDF. WINRHO SDF, an Anti-D IgG product (also called Rh_0(D) IgG), which is registered in the United States, competes with corticosteroids (oral prednisone or high-dose dexamethasone) and IVIG as first or second line treatment for acute ITP. Grifols, CSL Behring, Takeda, Kedrion and Octapharma are the main IVIG manufacturers and suppliers in the United States. IVIG or WINRHO SDF are recommended for pediatric patients in whom corticosteroids are contraindicated. Rhophylac, a competing Anti-D IgG from CSL Behring, is also approved for ITP treatment, but we believe it is mostly used for HDN, due to its smaller vial size. Outside the United States, WINRHO SDF is used for HDN indication. The market in ex-U.S. countries is usually led by tenders, where key indicators are registration status and price. Our main competitors in those countries are RhoGAM (Kedrion), Hyper RHO (Grifols) and Rhophylac (CSL Behring). Our KAMRHO (D) is a similar product to WINRHO SDF, however, since the two products are registered in different countries, they do not directly compete.

HEPAGAM B. To our knowledge, HEPAGAM B is the only approved HBIG in the United States with an on-label indication for liver transplants. To our understanding, HEPAGAM B holds the majority market share for the indication, although another HBIG, Nabi-HB (manufactured and supplied by ADMA) is used off-label by some medical centers for the indication. New generation antivirals are considered effective for preventing HBV reactivation post-transplant, thereby reducing HBIG use. PEP indication in the United States is covered almost totally by Nabi-HB (ADMA) and HyperHEP (Grifols). In Canada, the main competition in national tenders is HypeHEP. In other territories, such as Turkey, the MENA region, and in Israel, HEPATECT CP and Zutectra (Biotest AG) are the main competitors.

VARIZIG. To our knowledge, VARIZIG is the only plasma derived Varicella-Zoster IgG product approved in the United States and Canada. In Europe and other international markets, VARITECT (Biotest AG) and additional plasma derived competing products are available. In the United States, incidence of VZV infection has significantly decreased since the introduction of the varicella vaccine in 1995. While the vaccine has lowered the occurrence of chickenpox, the virus has not been eradicated, and the incidence of Herpes Zoster, also caused by VZV, is rising among adults in the United States. Suboptimal vaccination rates contribute to outbreaks and increased risk of VZV exposure. Immunocompromised individuals and other patient groups are at high risk for severe varicella and complications after being exposed to VZV. VARIZIG is recommended by the CDC for post-exposure prophylaxis of varicella in persons at high risk for severe varicella and complications who lack evidence of immunity to varicella. If VARIZIG is unavailable, the CDC recommends IVIG, and some experts recommend Acyclovir or Valacyclovir, although published data on their benefits as post-exposure prophylaxis among immunocompromised individuals are limited.

KAMRHO(D). We market KAMRHO (D) for HDN, mainly in Israel, Argentina and Chile. Kedrion is one of our competitors for KAMRHO (D) in some of those international markets. We believe there are currently two additional main suppliers of competitive products, Grifols and CSL Behring. There are also local producers in other countries that make similar products which are mostly intended for local markets.

Government Regulation

Government authorities in the United States, at the federal, state and local level, and in other countries extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of products such as those we sell and are developing. Except for compassionate use or non-registered named-patient cases, any pharmaceutical candidate that we develop must be approved by the FDA before it may be legally marketed in the United States and by the appropriate regulatory agencies of other countries before it may be legally marketed in such other countries. In addition, any changes or modifications to an approved biological product that has the potential to have an adverse effect on the product's safety or effectiveness may require approval or review from regulatory authorities in the United States and/or in other countries. The process of obtaining such approvals or submitting required notifications can be expensive, time consuming and uncertain.

U.S. Drug Development Process

In the United States, pharmaceutical products are regulated by the FDA under the Federal Food, Drug, and Cosmetic Act and other laws, including, in the case of biologics, the Public Health Service Act. All of our products for human use and product candidates in the United States, are regulated by the FDA as biologics. Biologics require the submission of a BLA and approval by the FDA prior to being marketed in the United States. Manufacturers of biologics may also be subject to state regulation. Failure to comply with regulatory requirements, both before and after product approval, may subject us and/or our partners, contract manufacturers and suppliers to administrative or judicial sanctions, including FDA delay or refusal to approve applications, warning letters, product recalls, product seizures, import restrictions, total or partial suspension of production or distribution, fines and/or criminal prosecution.

The steps required before a biologic drug may be approved for marketing for an indication in the United States generally include:

1. preclinical in-vitro and potentially also in-vivo tests;

2. submission to the FDA of an IND application for human clinical testing, including required CMC sections, which must become effective before human clinical trials may commence;

3. adequate and well-controlled human clinical trials to establish the safety and efficacy of the product;

4. submission to the FDA of a BLA, with all the required information;

5. FDA pre-approval inspection of product manufacturers; and

6. FDA review and approval of the BLA.

Preclinical studies include laboratory evaluation and in-vitro studies, and may include in vivo animal studies, which assess the potential safety and efficacy of the product candidate. Preclinical safety tests must be conducted in compliance with FDA regulations regarding good laboratory practices. The results of the preclinical tests, together with manufacturing information and analytical data, are submitted to the FDA as part of an IND which must become effective before human clinical trials may be commenced. The IND will automatically become effective 30 days after receipt by the FDA, unless the FDA before that time raises concerns about the drug candidate or the conduct of the trials as outlined in the IND. The IND sponsor and the FDA must resolve any outstanding concerns before clinical trials can proceed. There can be no assurance that submission of an IND will result in FDA authorization to commence clinical trials or that, once commenced, other concerns will not arise, that could lead to a delay or a hold on the clinical trials.

Clinical trials involve the administration of the investigational product to healthy volunteers or to patients, under the supervision of qualified principal investigators. Each clinical study at each clinical site must be reviewed and approved by an independent institutional review board, prior to the recruitment of subjects. Numerous requirements apply including, but not limited to, good clinical practice regulations, privacy regulations, and requirements related to the protection of human subjects, such as informed consent.

Clinical trials are typically conducted in three sequential phases, but the phases may overlap, and different trials may be initiated with the same drug candidate within the same phase of development in similar or differing patient populations.

- Phase 1 studies may be conducted in a limited number of patients but are usually conducted in healthy volunteer subjects. The drug is usually tested for safety and, as appropriate, for absorption, metabolism, distribution, excretion, pharmacodynamics and pharmacokinetics.

- Phase 2 usually involves studies in a larger, but still limited, patient population to evaluate preliminarily the efficacy of the drug candidate for specific, targeted indications; to determine dosage tolerance and optimal dosage; and to identify possible short-term adverse effects and safety risks.

- Phase 3 trials are undertaken to further evaluate clinical efficacy of a specific endpoint and to test further for safety within an expanded patient population at geographically dispersed clinical study sites.

Phase 1, Phase 2 or Phase 3 testing may not be completed successfully within any specific time period, if at all, with respect to any of our product candidates. Results from one trial are not necessarily predictive of results from later trials. The FDA may require additional testing or a larger pool of subjects beyond what we proposed as the clinical development process proceeds, thereby requiring more time and resources to complete the trials. Furthermore, the FDA may suspend clinical trials at any time on various grounds, including a finding that the subjects or patients are being exposed to an unacceptable health risk, or may not allow the importation of the clinical trial materials if there is non-compliance with applicable laws.

The results of the preclinical studies and clinical trials, together with other detailed information, including information on the manufacture and composition of the product, are submitted to the FDA as part of a BLA requesting approval to market the product candidate for a proposed indication. Under the Prescription Drug User Fee Act, as amended, the fees payable to the FDA for reviewing a BLA, as well as annual fees for commercial manufacturing establishments and for approved products, can be substantial. The BLA review fee alone can exceed $4,300,000, subject to certain limited deferrals, waivers and reductions that may be available. Each BLA submitted to the FDA for approval is typically reviewed for administrative completeness and reviewability within 45 to 60 days following submission of the application. If found complete, the FDA will "file" the BLA, thus triggering a full review of the application. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission. The FDA's established goals are to review and act on 90% of priority BLA applications and priority original efficacy supplements within six months of the 60-day filing date and receipt date, respectively. The FDA's goals are to review and act on 90% of standard BLA applications and standard original efficacy supplements within 10 months of the 60-day filing date and receipt date, respectively. The FDA, however, may not be able to approve a drug within these established goals, and its review goals are subject to change from time to time. Further, the outcome of the review, even if generally favorable, may not be an actual approval but an "action letter" that describes additional work that must be done before the application can be approved. Before approving a BLA, the FDA may inspect the facilities at which the product is manufactured or facilities that are significantly involved in the product development and distribution process and will not approve the product unless cGMP compliance is satisfactory. The FDA may deny approval of a BLA if applicable statutory or regulatory criteria are not satisfied, or may require additional testing or information, which can delay the approval process. FDA approval of any application may include many delays or never be granted. If a product is approved, the approval will impose limitations on the indicated uses for which the product may be marketed, will require that warning statements be included in the product labeling, may impose additional warnings to be specifically highlighted in the labeling (e.g., a Black Box Warning), which can significantly affect promotion and sales of the product, will likely require that additional studies be conducted following approval as a condition of the approval, may impose restrictions and conditions on product distribution, prescribing or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. To market a product for other uses, or to make certain manufacturing or other changes requires prior FDA review and approval of a BLA Supplement or new BLA. Further post-marketing testing and surveillance to monitor the safety or efficacy of a product is required. Also, product approvals may be withdrawn if compliance with regulatory standards is not maintained or if safety or manufacturing problems occur following initial marketing. In addition, new government requirements may be established that could delay or prevent regulatory approval of our product candidates under development.

As part of the Patient Protection and Affordable Care Act (the "healthcare reform law"), Public Law No. 111-148, under the subtitle of Biologics Price Competition and Innovation Act of 2009 ("BPCIA"), a statutory pathway has been created for licensure, or approval, of biological products that are biosimilar to, and possibly interchangeable with, earlier biological products approved by the FDA for sale in the United States. Also, under the BPCIA, innovator manufacturers of original reference biological products are granted 12 years of exclusivity before biosimilars can be approved for marketing in the United States, which protects an innovator from competitors using the innovator's own clinical data to gain approval of a competing product. There have been proposals to shorten this period from 12 years to five years. The objectives of the BPCI are conceptually similar to those of the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the "Hatch-Waxman Act," which established abbreviated pathways for the approval of drug products. A biosimilar is defined in the statute as a biological product that is highly similar to an already approved biological product, notwithstanding minor differences in clinically inactive components, and for which there are no clinically meaningful differences between the biosimilar and the approved biological product in terms of the safety, purity, and potency. Under this approval pathway, biological products can be approved based on demonstrating they are biosimilar to, or interchangeable with, a biological product that is already approved by the FDA, which is called a reference product. If we obtain approval of a BLA, the approval of a biologic product biosimilar to one of our products could have a significant impact on our business. The biosimilar product may be significantly less costly to bring to market and may be priced significantly lower than our products.

Both before and after the FDA approves a product, the manufacturer and the holder or holders of the BLA for the product are subject to comprehensive regulatory oversight. For example, quality control and manufacturing procedures must conform, on an ongoing basis, to cGMP requirements, and the FDA periodically inspects manufacturing facilities to assess compliance with cGMP. Accordingly, manufacturers must continue to spend time, money and effort to maintain cGMP compliance. In addition, a BLA holder must comply with post-marketing requirements, such as reporting of certain adverse events. Such reports can present liability exposure, as well as increase regulatory scrutiny that could lead to additional inspections, labeling restrictions, or other corrective action to minimize further patient risk.

Special Development and Review Programs

Orphan Drug Designation

The FDA may grant orphan drug designation to drugs intended to treat a rare disease or condition that affects fewer than 200,000 individuals in the United States, or if it affects more than 200,000 individuals in the United States and there is no reasonable expectation that the cost of developing and making the drug for this type of disease or condition will be recovered from sales in the United States. In the United States, orphan drug designation must be requested before submitting a BLA.

In the European Union, the European Commission, upon a recommendation from the EMA's Committee for Orphan Medicinal Products grants orphan drug designation to promote the development of products that are intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition affecting not more than five in 10,000 persons in the European Union. Additionally, this designation is granted for products intended for the diagnosis, prevention or treatment of a life-threatening, seriously debilitating or serious and chronic condition and when, without incentives, it is unlikely that sales of the drug in the European Union would be sufficient to justify the necessary investment in developing the drug or biological product.

We received an orphan drug designation in the United States and Europe for multiple indications. Inhaled AAT for AATD has received an orphan drug designation in the United States and Europe. The inhaled formulation of AAT for the treatment of cystic fibrosis has received an orphan drug designation in the United States and Europe. The inhaled formulation of AAT for the treatment of bronchiectasis has received an orphan drug designation in the United States. The additional indication for GLASSIA for the treatment of newly diagnosed cases of Type-1 Diabetes has received an orphan drug designation in the United States. In addition, the indication for AAT for the treatment of Graft versus Host Disease has received an orphan drug designation in the United States and Europe, and the indication for AAT for the treatment of Prophylactic Graft versus Host Disease has received an orphan drug designation in the United States.

In the United States, orphan drug designation entitles a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. In addition, if a product and its active ingredients receive the first FDA approval for the indication for which it has orphan designation, the product is entitled to orphan drug exclusivity, which means the FDA may not approve any other application to market the same drug for the same indication for a period of seven years, except in limited circumstances, such as a showing of clinical superiority over the product with orphan exclusivity. Orphan drug designation itself does not convey any advantage in, or shorten the duration of, the regulatory review and approval process. In addition, the FDA may rescind orphan drug designation and, even with designation, may decide not to grant orphan drug exclusivity even if a marketing application is approved. Furthermore, the FDA may approve a competitor product intended for a non-orphan indication, and physicians may prescribe the drug product for off-label uses, which can undermine exclusivity and hurt orphan drug sales. There has also been litigation that has challenged the FDA's interpretation of the orphan drug exclusivity regulatory provisions, which could potentially affect our ability to obtain exclusivity in the future.

In the European Union, orphan drug designation also entitles a party to financial incentives such as reduction of fees or fee waivers and 10 years of market exclusivity is granted following drug or biological product approval. This period may be reduced to six years if, at the end of the fifth year, it is established that the orphan drug designation criteria are no longer met, including where it is shown that the product is sufficiently profitable not to justify maintenance of market exclusivity. Furthermore, marketing authorizations can be granted at any time for similar, but safer, more effective or otherwise clinically superior products even if another medical product has market exclusivity.

In the European Union, an application for marketing authorization can be submitted after the application for orphan drug designation has been submitted, while the designation is still pending. However, only medicinal products that have already received their orphan designation are eligible for a fee reduction. Orphan drug designation does not convey any advantage in, except eligibility to conditional approval process, or shorten the duration of, the regulatory review and approval process.

Post-Approval Requirements

Any drug products for which we receive FDA approvals are subject to continuing regulation by the FDA. Certain requirements include, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information on an annual basis or more frequently for specific events, product sampling and distribution requirements, complying with certain electronic records and signature requirements and complying with FDA promotion and advertising requirements. These promotion and advertising requirements include, among others, standards for direct-to-consumer advertising, prohibitions against promoting drugs for uses or in patient populations that are not described in the drug's approved labeling (known as "off-label use"), and other promotional activities. We are also required to ensure that non-promotional scientific exchanges concerning our products are truthful and non-misleading. Failure to comply with FDA requirements can have negative consequences, including the immediate discontinuation of noncomplying materials, adverse publicity, warning letters from or other enforcement by the FDA, mandated corrective advertising or communications with doctors, and civil or criminal penalties. Such enforcement may also lead to scrutiny and enforcement by other government and regulatory bodies. Although physicians may prescribe legally available drugs for off-label uses, manufacturers may not encourage, market or promote such off-label uses.

The manufacturing of our product candidates is required to comply with applicable FDA manufacturing requirements contained in the FDA's cGMP regulations. Our product candidates are either manufactured at our production plant in Beit Kama, Israel, or, for products where we have entered into a strategic partnership with a third party to cooperate on the development of a product candidate, at a third-party manufacturing facility. These regulations require, among other things, quality control and quality assurance, as well as the corresponding maintenance of comprehensive records and documentation. Drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are also required to register their establishments and list any products they make with the FDA and to comply with related requirements in certain states. These entities are further subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in serious and extensive restrictions on a product, manufacturer or holder of an approved new drug application (NDA) or BLA, as well as lead to potential market disruptions. These restrictions may include suspension of a product until the FDA is assured that quality standards can be met, continuing oversight of manufacturing by the FDA under a "consent decree," which frequently includes the imposition of costs and continuing inspections over a period of many years, as well as possible withdrawal of the product from the market. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented. Other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval, including possible user fees.

The FDA also may require a Boxed Warning (e.g., a specific warning in the label to address a specific risk, sometimes referred to as a "Black Box Warning"), which has marketing restrictions, and post-marketing testing, or Phase 4 testing, as well as a Risk Evaluation and Minimization Strategy (REMS) plans and surveillance to monitor the effects of an approved product or place conditions on an approval that could otherwise restrict the distribution or use of the product.

Other U.S. Healthcare Laws and Compliance Requirements

In the United States, our activities are subject to regulation and enforcement by various federal, state and local authorities, such as the FDA, the Centers for Medicare & Medicaid Services, the Department of Health and Human Services Office of Inspector General, the U.S. Federal Trade Commission, the U.S. Department of Justice and individual United States Attorney's offices within the Department of Justice, and state attorneys general. To the extent applicable, we must comply with the fraud and abuse provisions of the Social Security Act, the federal Anti-Kickback Statute, the False Claims Act, both federal and state physician sunshine acts, the privacy and security provisions of HIPAA, and similar state laws governing the use, disclosure, privacy, and security of health information. Pricing and rebate programs must comply with the Medicaid rebate requirements of the Omnibus Budget Reconciliation Act of 1990 and the VHCA, each as amended. Certain pricing and rebate provisions of the IRA may require additional pricing disclosure and discount obligations for our products. If products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. Under the Veterans Health Care Act ("VHCA"), drug companies are required to offer certain pharmaceutical products at a reduced price to a number of federal agencies, including the United States Department of Veterans Affairs and United States Department of Defense, the Public Health Service and certain private Public Health Service-designated entities in order to participate in other federal funding programs including Medicare and Medicaid. Under the TRICARE Retail Pharmacy Program, drug manufacturers must pay rebates to the United States Department of Defense for drugs provided by TRICARE retail network pharmacies to program beneficiaries. Participation under the VHCA requires submission of pricing data and calculation of discounts and rebates pursuant to complex statutory formulas, as well as the entry into government procurement contracts governed by the Federal Acquisition Regulations. Furthermore, the FCPA prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA presents unique challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions. The failure to comply with laws governing international business practices may result in substantial penalties, including civil and criminal penalties.

In order to distribute products commercially, we must comply with federal and state laws and regulations that require the registration of manufacturers and wholesale distributors of pharmaceutical products. In certain states, manufacturers and distributors ship products into the state, even if such manufacturers or distributors have no place of business within the state. Certain federal and state laws also impose requirements on manufacturers and distributors to establish the pedigree of product in the chain of distribution, including the use of technology capable of tracking and tracing product as it moves through the distribution chain. Several states have enacted legislation requiring pharmaceutical companies to establish marketing compliance programs, file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities, register their sales representatives, as well as prohibit certain other sales and marketing practices. Additionally, the federal Physician Payments Sunshine Act and implementing regulations promulgated pursuant to Section 6002 of the healthcare reform law requires the tracking and reporting of certain transfers of value made to certain healthcare practitioners and teaching hospitals as well as ownership by a physician or a physician's family member in a pharmaceutical manufacturer. Physician Payments Sunshine Act requirements were expanded in January 2021 to include physician assistants, nurse practitioners, clinical nurse specialists, certified registered nurse anesthetists and anesthesiologist assistants, and certified nurse-midwives as covered recipients. Finally, all of our activities are potentially subject to federal and state consumer protection and unfair competition laws. These laws may affect our sales, marketing, and other promotional activities by imposing administrative and compliance burdens. In addition, given the lack of clarity with respect to these laws and their implementation, our reporting actions could be subject to the penalty provisions of the pertinent state, and federal authorities.

Europe/Rest of World Government Regulation

In addition to regulations in the United States, we are subject to a variety of regulations in other jurisdictions governing, among other things, clinical trials and any commercial sales and distribution of our products.

Whether or not we obtain FDA approval for a product, we must obtain approval of a product by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. For example, in the European Union, a clinical trial application ("CTA") should now be submitted using the new Centralized procedure under the clinical trial regulation (EU) no. 536/2014, CTR, that replaces the CTA to each member state's national health authority and to an independent ethics committee. The CTA must be approved by the national health authority and the independent ethics committee prior to the commencement of a clinical trial in the member state. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country. In all cases, clinical trials are conducted in compliance with GCP and the applicable EU and national regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. In the United Kingdom, following BREXIT, a separate CTA is required for central union countries, and approval for clinical trials must be obtained from the Medicines and Healthcare products Regulatory Agency in the United Kingdom ("MHRA") and the appropriate ethics committee.

To obtain marketing approval of a drug under European Union regulatory systems, we may submit marketing authorization applications either under a centralized, decentralized or national procedure. The centralized procedure provides for the grant of a single marketing authorization that is valid for all European Union and EEA member states. The centralized procedure is compulsory for medicines produced by certain biotechnological processes, products designated as orphan medicinal products, and products with a new active substance indicated for the treatment of certain diseases, and optional for those products that are highly innovative or for which a centralized process is in the interest of patients. For our products and product candidates that have received or will receive orphan designation in the European Union, they will qualify for this centralized procedure, under which each product's marketing authorization application will be submitted to the EMA. Under the centralized procedure in the European Union, the maximum time frame for the evaluation of a marketing authorization application is 210 days (excluding clock stops, when additional written or oral information is to be provided by the applicant in response to questions asked by the Scientific Advice Working Party of the CHMP). Accelerated evaluation might be granted by the CHMP in exceptional cases, when a medicinal product is expected to be of a major public health interest particularly from the point of view of therapeutic innovation which is assessed on a case-by-case basis. In this circumstance, the EMA ensures that the opinion of the CHMP is given within 150 days.

The decentralized procedure provides possibility for approval by several member states following the assessment of an application performed by one member state, known as the reference member state. Under this procedure, an applicant submits an application, or dossier, and related materials, including a draft summary of product characteristics, and draft labeling and package leaflet, to the reference member state and concerned member states. The reference member state prepares a draft assessment and drafts of the related materials within 120 days after receipt of a valid application. Within 90 days of receiving the reference member state's assessment report, each concerned member state must decide whether to approve the assessment report and related materials. If a member state cannot approve the assessment report and related materials on the grounds of potential serious risk to public health, the disputed points may eventually be referred to the EMA. The European Commission, based on the EMA's report, will then issue a decision that is binding on all member states. Currently, following BREXIT, the UK is regulated by the MHRA as the regulatory leading body, which necessitates the submission of an individual marketing authorization; however, the MHRA can recognize an EMA approval for an MAA through an international recognition procedure. Additionally, the EU General Data Protection Regulation ("GDPR") and UK GDPR, which may apply to our clinical development operations and other personal data we process, imposes strict requirements for processing personal data.

For other countries outside of the European Union, such as the UK, Israel, and countries in, Eastern Europe, Latin America and Asia, the requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, again, the clinical trials are conducted in accordance with GCPs and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki. Additionally, these countries also impose privacy and data security requirements relevant to the processing of clinical trial and other personal data with which we are required to comply.

If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Pharmaceutical Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of product candidates for which we obtain regulatory approval. In the United States and markets in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the coverage and reimbursement decisions made by payors. In the United States, third-party payors include government health administrative authorities, managed care providers, private health insurers and other organizations. The process for determining whether a payor will provide coverage for a drug product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the drug product. Payors may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the FDA-approved drug products for a particular indication. Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain the FDA approvals. Our product candidates may not be considered medically necessary or cost-effective. A payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Several significant laws have been enacted in the United States which affect the pharmaceutical industry and additional federal and state laws have been proposed in recent years. For example, the IRA includes several provisions to lower prescription drug costs for people with Medicare and reduce drug spending by the federal government, including allowing Medicare to negotiate prices for certain prescription drugs, requiring drug manufacturers to pay a rebate to the federal government if prices for single-source drugs and biologicals covered under Medicare Part B and nearly all covered drugs under Part D increase faster than the rate of inflation (CPI-U), and limiting out of pocket spending for Medicare Part D enrollees. Additional legislative and state reform efforts present uncertainty around restrictions that may be imposed on pricing for our products, as well as regulatory compliance issues.

Federal, state and local governments in the United States continue to consider legislation to limit the growth of healthcare costs, including the cost of prescription drugs. Future legislation and regulation could further limit payments for pharmaceuticals such as the product candidates that we are developing. In addition, court decisions have the potential to affect coverage and reimbursement for prescription drugs. It is unclear whether future legislation, regulations or court decisions will affect the demand for our product candidates once commercialized.

Different pricing and reimbursement schemes exist in other countries. In the European Union, governments influence the price of pharmaceutical products through their pricing and reimbursement rules and control of national healthcare systems that fund a large part of the cost of those products to consumers. Some jurisdictions operate positive and negative list systems under which products may only be marketed once a reimbursement price has been agreed. To obtain reimbursement or pricing approval, some of these countries may require the completion of benefit assessments of medicinal products that compare the cost-effectiveness of a particular product candidate to currently available therapies. Other member states allow companies to fix their own prices for medicines but monitor and control company profits. The downward pressure of healthcare costs in general, particularly prescription drugs, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert a commercial pressure on pricing within a country.

The marketability of any drug candidates for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. In addition, emphasis on managed care in the United States has increased and we expect will continue to increase the pressure on pharmaceutical pricing. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Intellectual Property

Our success depends, at least in part, on our ability to protect our proprietary technology and intellectual property, and to operate without infringing or violating the proprietary rights of others. We rely on a combination of patent, trademark, trade secret and copyright laws, know-how, intellectual property licenses and other contractual rights (including confidentiality and invention assignment agreements) to protect our intellectual property rights.

Patents

As of December 31, 2024, we owned for use within our field of business 13 patents and patent applications, most of which are granted or pending, respectively, in the United States, Europe, Canada and Israel and some were additionally filed in Russia, Turkey, certain Latin American countries, Australia and other countries, including four pending PCT applications. We own a patent family protecting pulmonary delivery of AAT, filed in 2007, in a variety of jurisdictions, including Canada, Germany, France, Italy, Netherlands, Ireland, Belgium, Great Britain, Israel, Russia and Mexico. Furthermore, we own a patent family filed in 2018, protecting our manufacturing process of immunoglobulins. This patent family includes an allowed application in the U.S. and pending applications in Canada, Europe and Israel.

Our patents generally relate to the separation and purification of proteins and their respective pharmaceutical compositions. Our patents and patent applications further relate to the use of our products for a variety of clinical indications, and their delivery methods. Our patent applications further relate to the production of recombinant AAT-1 and uses thereof for clinical indications. Our patent applications further relate to the system and method for purification of immunoglobulins from a biological sample, and to the use of acellular plasma for various indications. Our patents and patent applications are expected to expire at various dates between 2027 and 2044. We also rely on trade secrets to protect certain aspects of our separation and purification technology.

The patent positions of companies like ours are generally uncertain and involve complex legal and factual questions. Our ability to maintain and solidify our proprietary position for our technology will depend on our success in obtaining effective claims and enforcing those claims once granted. We do not know whether any of our patent applications or any patent applications that we license will result in the issuance of any patents and there is no guarantee that patent applications that were filed with the patent offices, which are still pending, will be eventually granted and will be registered. Additionally, our issued patents and those that may be issued in the future may be challenged, opposed, narrowed, circumvented or found to be invalid or unenforceable, which could limit our ability to stop competitors from marketing related products or the length of term of patent protection that we may have for our products. We cannot be certain that we were the first to file the inventions claimed in our owned patents or patent applications. In addition, our competitors or other third parties may independently develop similar technologies that do not fall within the scope of the technology protected under our patents, or duplicate any technology developed by us, and the rights granted under any issued patents may not provide us with any meaningful competitive advantages against these competitors. Furthermore, because of the extensive time required for research and development, testing and regulatory review of a potential product until authorization for marketing, it is possible that, before any of our products can be commercialized, any related patent may expire or remain in force for only a short period following commercialization, thereby reducing any advantage of the patent.

Trademarks

We rely on trade names, trademarks and service marks to protect our name brands. Our registered trademarks in several countries, such as United States and the European Union, Israel, and certain Latin American countries, include the trademarks CYTOGAM, GLASSIA, HEPAGAM, HEPAGAM B, KAMRAB, KEDRAB, KAMADA, KAMRHO, KAMRHO-D, KAMRHO-D IM, KR (design mark), REBINOLIN, РЕБИНОЛИН (Rebinolin in Cyrillic), RESPIKAM, KAMADA RESPIRA, VARIZIG, VENTIA, WINRHO and WINRHO SDF.

Trade Secrets and Confidential Information

We rely on, among other things, confidentiality and invention assignment agreements to protect our proprietary know-how and other intellectual property that may not be patentable, or that we believe is best protected by means that do not require public disclosure. For example, we require our employees, consultants and service providers to execute confidentiality agreements in connection with their engagement with us. Under such agreement, they are required, during the term of the commercial relationship with us and thereafter, to disclose and assign to us inventions conceived in connection with their services to us. However, there can be no assurance that these agreements will be fulfilled or shall be enforceable, or that these agreements will provide us with adequate protection. See "Item 3. Key Information — D. Risk Factors — *In addition to patented technology, we rely on our unpatented proprietary technology, trade secrets, processes and know-how*."

We may be unable to obtain, maintain and protect the intellectual property rights necessary to conduct our business, and may be subject to claims that we infringe or otherwise violate the intellectual property rights of others, which could materially harm our business. For a more comprehensive summary of the risks related to our intellectual property, see "Item 3. Key Information — D. Risk Factors."

Environmental

We believe that our operations comply in material respects with applicable laws and regulations concerning the environment. While it is impossible to predict accurately the future costs associated with environmental compliance and potential remediation activities, compliance with environmental laws is not expected to require significant capital expenditures and has not had, and is not expected to have, a material adverse effect on our earnings or competitive position. For more information see "Item 3. Key Information —D. Risk Factors — Risks Related to Our Operations and Industry – *We are subject to extensive environmental, health and safety, and other laws and regulations.*"

We are committed to business practices that promote socially and environmentally responsible economic growth. In 2024, we continued to make meaningful progress on our sustainability strategy.

C. Organizational Structure

Our subsidiaries are set forth below. All subsidiaries are either wholly owned by us or controlled by us. All companies are incorporated and registered in the country in which they operate as listed below:

Legal Name	Jurisdiction
KI Biopharma LLC	Delaware, USA
Kamada Inc.	Delaware, USA
Kamada Plasma LLC	Delaware, USA (wholly owned by Kamada Inc.)
Kamada Assets (2001) Ltd.	Israel
Kamada Ireland Limited	Ireland

D. Property, Plants and Equipment

Our production plant located in Beit Kama, Israel, was built on land that Kamada Assets (2001) Ltd. ("Kamada Assets"), our 74%-owned Israeli subsidiary, leases from the Israel Land Administration pursuant to a capitalized long-term lease. Kamada Assets subleases the property to us. The property originally covered an area of approximately 16,880 square meters. The initial sublease expires in 2058, and we have an option to extend the sublease for an additional term of 49 years. On November 1, 2021, pursuant to a new area outline approved by the Israel Lands Administration, the covered area was reduced to 14,880 square meters. The production plant includes our manufacturing facility, manufacturing support systems, packaging, warehousing and logistics areas and laboratory facilities, as well as office buildings.

In addition, we lease approximately 2,200 square meters of office and laboratory facility at a building located in the Kiryat Weizmann Science Park in Rehovot, Israel. This property houses our corporate office, research and development laboratory and additional departments such as clinical operations, medical, regulatory affairs, compliance, sales and marketing and business development. The current lease agreement is in effect until January 2032.

We own a 237 square meters facility in Beaumont, TX that we acquired in March 2021, which serves as an FDA registered plasma collection center.

In addition, our U.S. subsidiary Kamada Inc. leases approximately 1500 square feet of office space within a shared office facility in Hoboken, NJ. The lease is based on a month-to-month agreement which automatically renews and may be terminated at any time by a one-month prior written notice.

On March 7, 2023, our U.S. subsidiary Kamada Plasma LLC entered into a lease agreement for a 12,000 square foot premises in Houston, Texas to be used as a plasma collection center. The lease is in effect for an initial period of ten years commencing on February 16, 2024. We have the option to extend the lease for two consecutive periods of five years each, upon six months prior written notice. During 2024, we completed the construction of the new plasma collection center in this facility and commenced plasma collection activities after obtaining the required site registration.

In addition, on May 2, 2024, our U.S. subsidiary Kamada Plasma LLC entered into a lease agreement for a 11,100 square foot premises in San Antonio, Texas for our third plasma collection center. The lease is in effect for an initial period of ten years. We have the option to extend the lease for three additional periods of five years each, upon four months prior written notice. During 2024, we began construction of the new plasma collection center in this facility and, we expect to open the new plasma collection center in this facility during the first quarter of 2025, after obtaining the required site registration.

Item 4A. Unresolved Staff Comments

Not applicable.

Item 5. Operating and Financial Review and Prospects

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes to those statements included elsewhere in this Annual Report. In addition to historical consolidated financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Item 3. Key Information—D. Risk Factors" and elsewhere in this Annual Report.

The audited consolidated financial statements for the years ended December 31, 2024, 2023 and 2022 in this Annual Report have been prepared in accordance with IFRS as issued by the IASB.

Overview

We are a global biopharmaceutical company with a portfolio of marketed products indicated for rare and serious conditions and a leader in the specialty plasma-derived therapies field. Our strategy is focused on driving profitable growth through four primary growth pillars:

First, organic growth from our commercial activities, including continued investment in the commercialization and life cycle management of our Proprietary Products, which include six FDA-approved specialty plasma-derived products: KEDRAB®, CYTOGAM®, GLASSIA®, WINRHO SDF®, VARIZIG® and HEPAGAM B®, as well as KAMRAB®, KAMRHO (D)® and two types of equine-based anti-snake venom ("ASV") products, and the products in our distribution segment portfolio, mainly through the launch of several biosimilar products in Israel.

Second, we aim to secure significant new business development, in-licensing and/or M&A opportunities in 2025, which we anticipate will enhance our marketed products portfolio and leverage our financial strength and existing commercial infrastructure to drive long-term growth.

Third, we are expanding our plasma collection operations to support revenue growth through the sale of normal source plasma to other plasma-derived manufacturers, and to support our increasing demand for hyper-immune plasma. We currently have two operating plasma collection centers in the United States, in Beaumont Texas and Houston Texas, and plan to open our third center in San Antonio, Texas, by the end of the first quarter of 2025.

Lastly, we are leveraging our manufacturing, research and development expertise to advance the development and commercialization of additional product candidates, targeting areas of significant unmet medical need, with our lead product candidate Inhaled AAT, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial.

Our Commercial Activities

Our commercial activities operate in two segments: the Proprietary Products segment and the Distribution segment.

Proprietary Products Segment. The Proprietary Products segment includes our six FDA approved plasma-derived biopharmaceutical products: KEDRAB, CYTOGAM, GLASSIA, WINRHO SDF, HEPAGAM B and VARIZIG, as well as KAMRAB, KAMRHO (D) and two types of equine-based ASV products. We distribute these products directly and through strategic partners or third-party distributors in over 30 countries. We manufacture our proprietary products at our cGMP production facility, which is registered with the FDA in Beit Kama, Israel, using our proprietary platform technology and know-how for the extraction and purification of proteins and IgGs from human plasma, as well as at third party contract manufacturing facilities. In addition, our Proprietary Products segment includes our plasma collection operations, where we collect Anti-Rabies and Anti-D hyper-immune plasma for the manufacture of some of our products (WINRHO SDF, KAMRHO (D), KAMRAB and KEDRAB) as well as normal source plasma for sale to third parties. For information regarding our proprietary products, see "Item 4. Information on the Company—Business Overview—Our Business—*Commercial Activities*."

Our Proprietary Products segment sales totaled $141.4 million, $115.5 million and $102.6 million for the years ended December 31, 2024, 2023 and 2022, respectively. Most revenues from the Proprietary Products segment are generated from sales in the United States, accounting for 71%, 64% and 64% of the segment's revenues for the years ended December 31, 2024, 2023 and 2022, respectively.

Distribution Segment

In the Distribution segment, we leverage our expertise and presence in the Israeli biopharmaceutical market to distribute in Israel more than 25 pharmaceutical products, exclusively licensed from international manufacturers. Sales generated by our Distribution segment during 2024 totaled $19.5 million, as compared to $27.1 million and $26.7 million during 2023 and 2022, respectively. The decrease in revenues during 2024 is primarily the result of reduction in our sales of IVIG, sold in Israel as part of annual tenders of local HMOs and hospitals, due to a significant reduction in market prices for this product category and increased competition. Our gross profitability in the Distribution segment decreased during 2024, also affected by the reduction in IVIG sales, write-downs of remaining short dated IVIG inventory, and increased importation-related logistics costs due to limitations in air travel to Israel during 2024. As part of our Distribution segment, we have licensed a portfolio of biosimilar products from multiple international companies for distribution in Israel. We launched the first product of this portfolio in Israel during the first quarter of 2024, generating $1.5 million in sales during 2024. Subject to EMA and subsequently IMOH approvals, two additional biosimilar products are expected to be launched during 2025 and the remaining biosimilar products are expected to be launched in Israel over the coming years, at a rate of 1-3 products per year, while continuing to explore opportunities to in-license additional biosimilar products and expand the portfolio. We believe that sales generated by the launch of the biosimilar products will serve as a major growth and profitability catalyst for our Distribution segment. We estimate that revenues from the sales of our existing biosimilar products portfolio in Israel will increase to between approximately $15 million to $20 million within the next five years and will continue to grow thereafter, subject to the continued launch of the entire portfolio as scheduled.

Strategic Transactions

We are actively seeking new business development, in-licensing and/or M&A opportunities in 2025. These anticipated transactions aim to leverage our financial strength, enhance our marketed products portfolio and leverage synergies with our existing commercial operations. We are targeting the acquisition or in-licensing of commercial products for distribution by us in markets we currently operate, particularly the U.S. market. These products may be plasma derived, allowing us to utilize manufacturing synergies, or non-plasma derived, leveraging our commercial, marketing and distribution capabilities to diversify our offerings and address a broader range of specialty, rare and serious conditions. We may also explore manufacturing services agreements to manufacture plasma-derived products for other companies, which can provide additional revenue streams and leverage our expertise in plasma-derived biopharmaceuticals.

Inhaled AAT Phase 3 Pivotal Study

In addition to our commercial operation, we invest in research and development of new product candidates, targeting significant unmet medical needs. Our leading investigational product is Inhaled AAT for AATD, for which we are continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial. In January 2025, we announced that the FDA confirmed its agreement with our proposal to change the two-sided Type 1 error rate control from 5% to 10% (p-value of 0.1) for the pivotal Phase 3 InnovAATe clinical trial. Based on this change in the p-value, as well as additional expected revisions to the study's SAP, we plan to reduce the study sample size from 220 patients to approximately 180 patients, while maintaining the trial's statistical power. We plan to submit the revised SAP to the FDA and to conduct an interim futility analysis for the InnovAATe clinical study by the end of 2025. In addition, we are also seeking collaborations with potential partners to bring this product to market. We have additional product candidates in the early development stage. For additional information regarding our research and development activities, see "Item 4. Information on the Company— Information on the Company—Business Overview—*Our Development Product Pipeline*".

2025 Financial Guidance

We currently expect to generate total revenues for the fiscal year 2025 in the range of $178 million to $182 million and adjusted EBITDA in the range of $38 million to $42 million. The midpoint of the projected 2025 revenue and adjusted EBITDA forecast represents a year-over-year increase of 12% in revenues and 17% in adjusted EBITDA. For details regarding the use of non-IFRS measures, see "Item 5. Operating and Financial Review and Prospectus—Non-IFRS Financial Measures."

Non-IFRS Financial Measures

We present EBITDA and adjusted EBITDA because we use these non-IFRS financial measures to assess our operational performance, for financial and operational decision-making, and as a means to evaluate period-to-period comparisons on a consistent basis. Management believes these non-IFRS financial measures are useful to investors because: (1) they allow for greater transparency with respect to key metrics used by management in its financial and operational decision-making and provide investors with a meaningful perspective on the current underlying performance of the Company's core ongoing operations; and (2) they exclude the impact of certain items that are not directly attributable to our core operating performance and that may obscure trends in the core operating performance of the business. Non-IFRS financial measures have limitations as an analytical tool and should not be considered in isolation from, or as a substitute for, our IFRS results. We expect to continue reporting non-IFRS financial measures, adjusting for the items described below, and we expect to continue to incur expenses similar to certain of the non-cash, non-IFRS adjustments described below. Accordingly, unless otherwise stated, the exclusion of these and other similar items in the presentation of non-IFRS financial measures should not be construed as an inference that these items are unusual, infrequent or non-recurring. EBITDA and adjusted EBITDA are not recognized terms under IFRS and do not purport to be an alternative to IFRS terms as an indicator of operating performance or any other IFRS measure. Moreover, because not all companies use identical measures and calculations, the presentation of EBITDA and adjusted EBITDA may not be comparable to other similarly titled measures of other companies. EBITDA and adjusted EBITDA are defined as net income (loss), plus income tax expense, plus or minus financial income or expenses, net, plus depreciation and amortization expense, plus non-cash share-based compensation expenses and certain other costs.

For the projected 2025 adjusted EBITDA, the company is unable to provide a reconciliation of this forward measure to the most comparable IFRS financial measure because the information for these measures is dependent on future events, many of which are outside of our control. Additionally, estimating such forward-looking measures and providing a meaningful reconciliation consistent with our accounting policies for future periods is meaningfully difficult and requires a level of precision that is unavailable for these future periods and cannot be accomplished without unreasonable effort. Forward-looking non-IFRS measures are estimated in a manner consistent with the relevant definitions and assumptions noted in the company's non-IFRS measures for historical periods.

Key Components of Our Results of Operations

Business Combination

In November 2021, we acquired a portfolio of the following four FDA approved plasma-derived hyperimmune commercial products from Saol: CYTOGAM, HEPAGAM B, VARIZIG and WINRHO SDF. Under the terms of the agreement, we paid Saol a $95.0 million upfront payment, and agreed to pay up to an additional $50.0 million of contingent consideration subject to the achievement of sales thresholds for the period commencing on the acquisition date and ending on December 31, 2034. The first and second sales thresholds were achieved by the end of 2022 and 2023, respectively and were subsequently paid. The third sales threshold is expected to be achieved during the first quarter of 2025. Subject to certain conditions defined in the agreement between the parties, we may be entitled to up to a $3.0 million credit, which is deductible from the contingent consideration payments due for the years 2023 through 2027. The entitlement for such credit was not met though the end of 2024.

In addition to accounting for the contingent consideration described above, we assumed certain of Saol's liabilities for the future payment of royalties (some of which are perpetual) and milestone payments to third parties, subject to the achievement of corresponding CYTOGAM related net sales thresholds and milestones. The fair value of such assumed liabilities at the acquisition date was estimated at $47.2 million. Such assumed liabilities include:

- Royalties: 10% of the annual global net sales of CYTOGAM up to $25.0 million and 5% of net sales that are greater than $25.0 million, in perpetuity; 2% of the annual global net sales of CYTOGAM in perpetuity; and 8% of the annual global net sales of CYTOGAM for period of six years commencing in October 2023, subject to a maximum aggregate of $5.0 million per year and a maximum aggregate amount of $30.0 million throughout the entire six year period.

- Sales milestones: Two sales milestones of $1.5 million each in the event that the annual net sales of CYTOGAM in the U.S. market exceeds certain thresholds. The first milestone was met, and the milestone payment was made in 2023; the second milestone was not met and therefore, the milestone payment was not required to be paid.

- Milestone: $8.5 million upon the receipt of FDA approval for the manufacturing of CYTOGAM at the Company's manufacturing facility in Israel. The milestone was met, and the milestone payment was made in 2023.

During each of the years ended December 31, 2024, and 2023, we accounted for revaluation of such contingent consideration and assumed liabilities in an amount of $8.1 million and $1.0 million, respectively, and such costs were recorded as part of the financial expenses, net.

The acquisition was categorized as a business combination and accounted for by applying the acquisition method, pursuant to which we identified and valued the acquired assets and assumed liabilities. The excess amount of the acquisition cost over the net value of the acquired assets and assumed liabilities is recorded as goodwill. The fair value the intangible assets acquired as of the acquisition date totaled $121.1 million. Intangible assets with a finite useful life are amortized on a straight-line basis over their useful life (estimated 6-20 years). For each of the years in the years ended December 31, 2024, and 2023, we accounted for $7.1 million of amortization expenses associated with such intangible assets. Intangible assets and goodwill are reviewed for impairment whenever there is an indication that the asset may be impaired.

Revenues

In our Proprietary Products segment, we generate revenues from the sale of products to wholesalers in the U.S. market, strategic partners (specifically KEDRAB to Kedrion), local distributors in ex-U.S. markets, HMOs and local hospitals**.** Revenues from our Proprietary Products segments also include royalty income from our strategic partner, Takeda, on account of their sales of GLASSIA, as well as income from the sales of plasma collected and sold to third parties. In our Distribution segment, we generate revenues from the sale in Israel of imported products produced by third parties. Revenues are presented net of any discounts, chargebacks, fees, dues and/or marketing contribution payments extended to our partners, distributors or end users of our products.

The following table sets forth the geographic breakdown of our total revenues for the periods indicated:

	Year Ended December 31,	
	2024	**2023**
United States	62%	52%
Israel	16%	22%
Latin America	12%	9%
Canada	6%	8%
Europe	3%	5%
Rest of World	1%	4%
	100%	100%

Cost of Revenues

Cost of revenues in our Proprietary Products segment includes expenses related to the manufacturing of products such as raw materials (including plasma), payroll (including bonus, equity-based compensation, and other benefits), utilities, laboratory costs and depreciation. In addition, part of the cost of revenues derived from payment on account of manufacturing services provided by third parties. Cost of revenues also includes provisions for the costs associated with manufacturing scraps and inventory write-offs.

Cost of revenues includes amortization expenses related to intangible assets recognized pursuant to the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF. Intangible assets which amortization is accounted for in the costs of revenues include the acquired products intellectual property and an assumed contract manufacturing agreement.

A significant portion of our manufacturing costs are for raw materials consisting of plasma or plasma fraction. To ensure the availability of plasma and plasma fraction, we secured supply agreements with multiple suppliers, including Kedrion for the manufacturing of KEDRAB and KAMRAB, CSL Behring for the manufacturing of CYTOGAM and Takeda for the manufacturing of GLASSIA. In addition, we are leveraging our plasma collection experience to expand our plasma collection capacity in the United States to support our continued plasma needs and reduce our dependency on third party plasma suppliers. In 2024, we opened our second plasma collection center, in Houston, Texas, which is expected to be one of the largest sites for specialty plasma collection in the United States, and we plan to open our third center in San Antonio, Texas by the end of the first quarter of 2025.

Costs of revenues in our Distribution segment consists of costs of products acquired, packaging and labeling for sales by us in Israel.

Gross Profit

Gross profit is the difference between total revenues and the cost of revenues. Overall gross profit is mainly affected by volume and mix of sales, as well as manufacturing efficiencies, cost of raw materials and plant maintenance and overhead costs.

Our gross margins in our Proprietary Products segment, which were 48% and 45% for the years ended December 31, 2024, and 2023, respectively, are generally higher than in our Distribution segment, which were 11% and 12% for the years ended December 31, 2024, and 2023, respectively.

The increase in gross profitability in our Proprietary Products segment during the year ended December 31, 2024, was primarily as a result of a positive product sales mix, led by increased sales of KEDRAB and CYOTGAM in the U.S. market. The increase in gross profitability in our Proprietary Products segment during the year ended December 31, 2023, was mainly due to the significant increase in sales of KEDRAB to Kedrion which significantly improved our product sales mix in this segment.

Research and Development Expenses

The development of pharmaceutical products, including plasma-derived protein therapeutics, is characterized by significant up-front product development costs. Research and development expenses are incurred for the development of new products and newly revised processes for existing products and includes expenses for pre-clinical and clinical trials, development activities in the different fields, the advanced understanding of the mechanism of action of our products, improving existing products and processes, development work at the request of regulatory authorities and strategic partners, as well as communication with regulatory authorities related to our commercial products and clinical programs. In addition, such expenses include development materials, payroll for research and development personnel (including payroll, bonus, equity-based compensation and other benefits), including scientists and professionals for product registration and approval, external advisors, and the allotted cost of our manufacturing facility for research and development purposes. While research and development expenses are unallocated on a segment basis, the activities generally relate to our existing or in-development proprietary products.

Product development costs may fluctuate from period to period, as our product candidates proceed through various stages of development. We expect to continue to incur research and development expenses related to clinical trials, as well as other ongoing, planned, or future clinical trials with regard to our product pipeline. See "Item 4. Information on the Company Information on the Company—Business Overview—Our Development Product Pipeline."

Selling and Marketing Expenses

Selling and marketing expenses principally consist of compensation for employees and executives in sales and marketing related positions (including payroll, bonuses, equity-based compensation and other benefits), expenditures incurred for sales incentive, advertising, marketing or promotional activities, shipping and handling costs, 3PL services fees, product liability insurance and business development activities, as well as marketing authorization fees to regulatory agencies, including the FDA and similar regulatory bodies in other markets in which we operate.

Selling and marketing expenses include amortization expenses related to intangible assets recognized pursuant to the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF. Such intangible assets include customer relations.

General and Administrative Expenses

General and administrative expenses consist of compensation for employees in executive and administrative functions (including payroll, bonuses, equity compensation and other benefits), office expenses, professional consulting services, public company related costs, directors' and officer's liability insurance and other insurance costs, legal, audit fees, other professional services as well as employee welfare costs.

Financial Income

Financial income is comprised of interest income on amounts invested in bank deposits.

Income (expense) in respect of currency exchange differences and derivatives instruments, net

Income (expense) in respect of currency exchange differences and derivatives instruments, net is comprised of changes in balances denominated in currencies other than our functional currency. Changes in the fair value of derivatives instruments not designated as hedging instruments are reported to profit or loss.

Financial income (expense) in respect of contingent consideration and other long- term liabilities

Financial income (expense) in respect of contingent consideration and other long-term liabilities is comprised of the revaluation of the outstanding balances of the contingent consideration and other long-term liabilities associated with expected future payments related to the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF (for details, see above under "Key Components of Our Results of Operations—*Business Combination*").

Financial Expenses

Financial expenses are comprised of bank charges, changes in the time value of provisions, the portion of changes in the fair value of financial assets or liabilities at fair value through other comprehensive income and interest and amortization of bank loans and leases.

Taxes on Income

Taxes on income in profit or loss comprise of current taxes, deferred taxes and taxes in respect of prior years. In addition, we evaluate potential uncertain tax positions, including additional tax and interest expenses, and recognize a provision when it is more probable than not that we will have to use our economic resources to pay such obligation.

Deferred tax assets are reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that they will be utilized. Deductible carryforward losses and temporary differences for which deferred tax assets have not been recognized are reviewed at the end of each reporting period, and a respective deferred tax asset is recognized to the extent that their utilization is probable.

We operate in multiple tax jurisdictions and account for taxes on income per each jurisdiction. As of December 31, 2024, we have NOLs for Israeli tax purposes of approximately $13.4 million. These NOLs have no expiration date. Following the full utilization of these NOLs, we expect that our effective income tax rate in Israel will reflect the tax benefits discussed below.

We have applied for a tax ruling from the ITA according to which, if approved, among other things, our activity would be qualified as an "industrial activity," as defined in Investment Law, and we may be eligible for tax benefits according to the Investment Law, and our income from sales of our Proprietary Products (including royalties-based income) would be deemed "Preferred Income" of "Preferred Technology Income" (in each case, within the meaning of the Investment Law), to the extent we meet the requirements of being a Preferred Technology Enterprise. There can be no assurance that we will comply with the conditions required to remain eligible for benefits under the Investment Law in the future, including under the tax ruling (if obtained), or that we will be entitled to any additional benefits thereunder. As of the date of this Annual Report, we have not utilized any tax benefits under the Investment Law. See *"*Item 10. Additional Information — *E. Taxation — Israeli Tax Considerations and Government Programs."*

We may be subject to withholding taxes for payments we receive from foreign countries. If certain conditions are met, these taxes may be credited against future tax liabilities pursuant to tax treaties and Israeli tax laws.

Since 2021, we conduct commercial operations in the United States through our subsidiaries Kamada Inc. and Kamada Plasma LLC. The two entities are subject to U.S. federal and certain state income taxes and file a combined tax return. Income tax expenses due in connection with such activities are included as part of taxes on income in our consolidated statement of operations. As of December 31, 2024, the two entities had NOLs and other temporary differences for U.S. tax purposes of approximately $0.4 million.

As we further expand our commercial operations into other countries, we could become subject to taxation based on such a country's statutory rates and our effective tax rate could fluctuate accordingly.

A. Operating Results

For a discussion of our results of operations for the year ended December 31, 2022, including a year-to-year comparison between 2023 and 2022, and a discussion of our liquidity and capital resources for the year ended December 31, 2022, see "Item 5. Operating and Financial Review and Prospects" in our Annual Report on Form 20-F for the year ended December 31, 2023.

The following table sets forth certain statements of operations data:

	Year Ended December 31,	
	2024	**2023**
Revenues from Proprietary Products segment	$ 141,447	$ 115,458
Revenues from Distribution segment	19,506	27,061
Total revenues	160,953	142,519
Cost of revenues from Proprietary Products segment	73,708	63,342
Cost of revenues from Distribution segment	17,278	23,687
Total cost of revenues	90,986	87,029
Gross profit	69,967	55,490
Research and development expenses	15,185	13,933
Selling and marketing expenses	18,428	16,193
General and administrative expenses	15,702	14,381
Other expense	601	919
Operating income (loss)	20,051	10,064
Financial income	2,118	588
Income (expense) in respect of currency exchange differences and derivatives instruments, net	(94)	55
Financial income (expense) in respect of contingent consideration and other long- term liabilities	(8,081)	(980)
Financial expenses	(660)	(1,298)
Income (loss) before taxes on income	13,334	8,429
Taxes on income	(1,128)	145
Net income (loss)	$ 14,462	$ 8,284

Year Ended December 31, 2024 Compared to Year Ended December 31, 2023

Segment Results

	2024	2023	Change 2024 vs. 2023 Amount	Percent
		(U.S. Dollars in thousands)		
Revenues:				
Proprietary Products	$ 141,447	$ 115,458	$ 25,989	23%
Distribution	19,506	27,061	(7,555)	(28)%
Total	160,953	142,519	18,434	13%
Cost of Revenues:				
Proprietary Products	73,708	63,342	10,366	16%
Distribution	17,278	23,687	(6,409)	(27)%
Total	90,986	87,029	3,957	5%
Gross Profit:				
Proprietary Products	$ 67,739	$ 52,116	$ 15,623	30%
Distribution	2,228	3,374	(1,146)	(34)%
Total	$ 69,967	$ 55,490	$ 14,447	26%

Revenues

For the year ended December 31, 2024, we generated $161.0 million of total revenues, as compared to $142.5 million for the year ended December 31, 2023, an increase of $18.4 million, or approximately 12.9%, primarily due to an increase in revenues in the Proprietary Products segment.

Sales generated by our Proprietary Products segment totaled $141.4 million for the year ended December 31, 2024, a $26.0 million increase compared to the $115.5 million for the year ended December 31, 2023. The increase in revenues in the Proprietary Products segment in 2024 was primarily attributable to increased sales of KEDRAB due to increased demand for this product in the U.S. market and increased CYTOGAM sales reflecting a return to the 2022 sales levels of this product. KEDRAB sales to Kedrion for the year ended December 31, 2024, totaled $50.0 million, a $17.2 million increase compared to the year ended December 31, 2023. CYTOGAM sales for the year ended December 31, 2024, totaled $22.5 million, a $5.3 million increase compared to the year ended December 31, 2023. In addition, for the year ended December 31, 2024, we accounted for $16.9 of sales-based royalty income from Takeda, as compared to $16.1 million for the year ended December 31, 2023, an increase of $0.8 million. Sales of all other products in the Proprietary Products segment for the year ended December 31, 2024, totaled $52.0 million, as compared to $49.4 million for the year ended December 31, 2023, a $2.6 million increase compared to the year ended December 31, 2023.

Sales generated by our Distribution segment during the year ended December 31, 2024, totaled $19.5 million, as compared to $27.1 million during the year ended December 31, 2023. The decrease in revenues during 2024 is primarily the result of reduction in our sales of IVIG, sold in Israel as part of annual tenders of local HMOs and hospitals, due to a significant reduction in market prices for this product category and increased competition.

Cost of Revenues

For the year ended December 31, 2024, we incurred $91.0 million of cost of revenues, as compared to $87.0 million for the year ended December 31, 2024, an increase of $4.0 million, or approximately 5%. The increase in costs of revenues is mainly attributable to increased sales. Cost of revenues for each of the years ended December 31, 2024, and 2023, included an intangible assets amortization cost of $5.4 million.

Gross Profit

Gross profit and gross margins in our Proprietary Products segment for the year ended December 31, 2024, were $67.7 and 47.9%, respectively, as compared to $52.1 and 45.1% for the year ended December 31, 2023, respectively, representing an increase of $15.6 million and 30.0%, respectively. Such increase is primarily attributed to an improved product sales mix associated with the increase in KEDRAB sales due to increased demand for the product in the U.S. market, as well as increased sales of CYTOGAM, mainly in the U.S. market.

Gross profit and gross margins in our Distribution segment for the year ended December 31, 2024, were $2.2 and 11.4%, respectively, as compared to $3.4 and 12.5% for the year ended December 31, 2023, respectively, representing a decrease of $1.2 million and 34.0%, respectively. Such decrease is primarily attributed to the reduction of IVIG sales, write-downs of remaining short dated IVIG inventory and increased importation-related logistics costs due to limitations in air travel to Israel during 2024.

Research and Development Expenses

For the year ended December 31, 2024, we incurred $15.2 million of research and development expenses, as compared to $13.9 million for the year ended December 31, 2023, an increase of $1.3 million, or approximately 9.0%. The increase was primarily due to increased costs associated with advancing the ongoing Phase 3 InnovAATe trial for Inhaled AAT as well as our other early-stage developments programs.

Selling and Marketing Expenses

For the year ended December 31, 2024, we incurred $18.4 million of selling and marketing expenses, as compared to $16.2 million for the year ended December 31, 2023, an increase of $2.2 million, or approximately 13.6%. This increase was primarily due to increased costs associated with marketing activities in the United States.

Selling and marketing expenses for each of the years ended December 31, 2024 and 2023 include $1.7 million of amortization expenses related to intangible assets recognized pursuant to a business combination.

Selling and marketing expenses accounted for approximately 11.4% of total revenues for each of the years ended December 31, 2024 and 2023.

General and Administrative Expenses

For the year ended December 31, 2024, we incurred $15.7 million of general and administrative expenses, as compared to $14.4 million for the year ended December 31, 2023, an increase of $1.3 million, or approximately 9.0%. This increase was primarily due to increased administrative, information technology and professional services costs required for continued support of the increased commercial operation.

General and administrative expenses accounted for approximately 9.8% and 10.1% of total revenues for the years ended December 31, 2024, and 2023, respectively.

Other expenses

For the years ended December 31, 2024 and 2023, we incurred $0.6 million and $0.9 million of other expenses. For the year ended December 31, 2024, such expenses included costs associated with write downs of certain upfront licensing fees associated with products licensed for distribution as part of our Distribution segment. For the year ended December 31, 2023, such expenses included costs associated with a planned workforce downsizing at our manufacturing plant in Israel, optimizing staff level to our capacity needs, as well as partial recognition of a milestone payment associated with the completion of the technology transfer of CYTOGAM manufacturing, which was paid in full as a lump sum during the third quarter of 2023 to CSL Behring.

Operating Profit

Operating profit and operating margin for the year ended December 31, 2024, were $20.1 and 12.5%, respectively, as compared to $10.1 and 7.1% for the year ended December 31, 2023, respectively, representing an increase of $10.0 million and 100.0%, respectively. Such increase is attributed to the overall increase of our sales, improved product sales mix and efficiencies in managing our operational expenses.

Financial Income

For the years ended December 31, 2024, and 2023, we generated $2.1 and $0.6 million of financial income, respectively. Financial income is primarily comprised of interest income on bank deposits. The increase in financial income is attributed to the overall increase in our cash balances throughout the year ended December 31, 2024.

Income (expense) in respect of currency exchange differences and derivatives instruments, net

For the year ended December 31, 2024, we incurred $0.1 million of expenses in respect of currency exchange differences on balances in other currencies, compared to $0.1 million of income in respect of currency exchange differences on balances in other currencies for the year ended December 31, 2023. Income and expenses with respect to currency exchange differences primarily relate to assets and liabilities nominated in NIS and Euro, which are translated into the U.S. dollar, as well as the impact of derivatives.

Financial expenses in respect of contingent consideration and other long- term liabilities

For the years ended December 31, 2024, and 2023, we incurred $8.1 million and $1.0 million of financial expenses in respect of contingent consideration and other long-term liabilities, respectively. These expenses are in respect of reevaluation of contingent consideration and other long- term liabilities associated with the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF (for details regarding the description of such contingent consideration and other long-terms liabilities, see above under "Key Components of Our Results of Operations—*Business Combination*" and for details regarding the payments made on account of these liabilities see below under "Liquidity and Capital Resources"). The increase in reevaluation costs is attributed to an improved forecast of meeting the future payments associated with the acquisition.

Financial Expenses

For the years ended December 31, 2024, and 2023, we incurred $0.7 million and $1.3 million of financial expenses, respectively. Financial expenses for the year ended December 31, 2024, were primarily related to outstanding lease obligations. Financial expenses for the year ended December 31, 2023, were primarily related to interest costs on a debt facility obtained to partially fund the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF, as well as outstanding lease obligations. The debt facility was repaid in full during the third quarter of 2023. See below "Liquidity and Capital Resources."

Taxes on Income

For the year ended December 31, 2024, we recorded $1.1 million of tax income due to accounting for a deferred tax asset on NOLs and other temporary differences that we anticipate utilizing in the foreseeable future. For the year ended December 31, 2023, we recorded a $0.2 million tax expense primarily related to our U.S. operations.

B. Liquidity and Capital Resources

Our primary uses of cash are to fund working capital requirements, research and development expenses and capital expenditures, as well as for acquisitions of new products, product candidates and assets. Historically, we have funded our operations primarily through cash flow from operations (including sales of our Proprietary Products and distribution products), payments received in connection with strategic partnerships (including milestone payments from collaboration agreements), issuances of ordinary shares (including our 2005 initial public offering and listing on the TASE, our 2013 initial public offering in the United States and listing on Nasdaq, our 2017 underwritten public offering and our 2020 and 2023 private placements), and the issuance of convertible debentures and warrants to purchase our ordinary shares as well as through commercial debt financing for the funding of certain acquisitions.

In September 2023, we consummated a $60 million private placement of approximately 12.6 million ordinary shares to FIMI Opportunity Funds at a price of $4.75 per share, following which its holdings increased to approximately 38.4% of our outstanding ordinary shares and FIMI Opportunity Funds became our controlling shareholder, within the meaning of the Israeli Companies Law, 5759-1999 (the "Israeli Companies Law"). We used a portion of the proceeds from the private placement to repay the credit facility and loan we secured in connection with the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF from Saol in November 2021 (see below "Credit Facility and Loan Agreement with Bank Hapoalim B.M."

The balance of cash and cash equivalents as of December 31, 2024, and 2023, totaled $78.4 million and $55.6 million, respectively. We plan to fund our future operations and strategic initiatives (See "Item 4. Information on the Company") through our financial resources, cash generated through our operational activities, which generated $47.6 million and $4.3 million during the years ended December 31, 2024, and 2023, respectively, commercialization and or out-licensing of our pipeline product candidates, and to the extent required, raising additional capital through the issuance of equity or debt.

Our capital expenditures for the years ended December 31, 2024, and 2023 were $10.7 million and $5.8 million, respectively. Our capital expenditure relates primarily to the construction of our plasma collection facilities in Houston, Texas and San-Antonio, Texas, as well as the upgrades and improvements of our facilities and manufacturing and plasma collection equipment. We expect our capital expenditures to increase in the coming years mainly to facilitate the transition of manufacturing of HEPGAM B, VARIZIG and WINRHO SDF to our manufacturing facility in Beit Kama, Israel, which will require possible upgrades to plant infrastructure as well as to upgrade manufacturing automation. To date, we have not made any material commitments towards such planned expenditures.

In addition to our capital expenditure, in November 2021, we acquired CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF from Saol. Under the terms of the agreement, we paid Saol a $95.0 million upfront payment, and agreed to pay up to an additional $50.0 million of contingent consideration subject the achievement of sales thresholds for the period commencing on the acquisition date and ending on December 31, 2034. During 2023, we made the first payment of the contingent consideration in the amount of $3.0 million following achievement of the first sales threshold. The second sales threshold was met, and the second $3.0 million milestone payment was paid during February 2024. The third sales threshold is expected to be achieved during the first quarter of 2025. Subject to certain conditions defined in the agreement between the parties, we may be entitled to up to a $3.0 million credit, which is deductible from the contingent consideration payments due for the years 2023 through 2027. The entitlement for such credit was not met though the end of 2024. In addition, we acquired inventory in the amount of $14.2 million and agreed to pay the consideration to Saol in ten quarterly installments of $1.5 million each or the remaining balance at the final installment. Through the first half of 2024, we completed all payments due on account of such inventory commitment. We also assumed certain of Saol's liabilities for the future payment of royalties (some of which are perpetual) and milestone payments to third parties subject to the achievement of corresponding CYTOGAM related net sales thresholds and milestones. During the years ended December 31, 2024, and 2023, we paid approximately $12.7 million and $17.3 million, respectively, on account of such contingent consideration, inventory related liability and the assumed liabilities, and the outstanding balance of the contingent consideration and the assumed liabilities as of December 31, 2024, totaled $63.6 million. During the next 12 months we anticipate paying approximately $10.4 million on account of such contingent consideration and the assumed liabilities, which payments are expected to be funded by our existing financial resources and cash to be generated through our operational activities. Payments on account of such liabilities expected to be made beyond the next 12 months are expected to be funded from expected cash to be generated by our operating activities, and to the extent required, raising additional capital through the issuance of equity or debt. For additional information also see above under "Key Components of Our Results of Operations—*Business Combination"* and Note 13a to our consolidated financial statements included in this Annual Report.

We have entered into long-term lease agreements with respect to office facilities, storage spaces, plasma collection centers, vehicles and certain office equipment. The terms of such lease arrangements are between 3 to 20 years. The outstanding lease obligation as of December 31, 2024, totaled $11.1 million. For additional information see Note 14 to our consolidated financial statements included in this Annual Report.

We are also obligated to make certain severance or pension payments to our Israeli employees upon their retirement in accordance with Israeli law. For additional information, see "Post-Employment Benefits Liabilities" and Note 2k and Note 16 to our consolidated financial statements included in this Annual Report.

We believe our current cash and cash equivalents, along with the expected future cash to be generated by our operational activities, will be sufficient to satisfy our liquidity requirements for at least the next 12 months.

Credit Facility and Loan Agreement with Bank Hapoalim B.M.

In connection with the acquisition of CYTOGAM, HEPGAM B, VARIZIG and WINRHO SDF from Saol, on November 15, 2021, we secured a $40 million debt facility from Bank Hapoalim B.M., which was comprised of a $20 million five-year loan and a $20 million short-term revolving credit facility. The long-term loan bore interest at a rate of SOFR + 2.18% and was repayable in 54 equal monthly installments commencing on June 16, 2022. In September 2023, we repaid in full the outstanding balance of the $20 million five-year loan.

The credit facility was in effect for an initial period of 12 months. Thereafter, on January 1, 2023, the credit facility was reduced to NIS 35 million (equivalent to approximately $10 million) and extended for an additional period of 12 months and subsequently on January 1, 2024, it was extended for an additional period of 12 months. Borrowings under the credit facility accrued interest at a rate of PRIME + 0.55 and were repayable no later than 12 months from the date advanced. We were required to pay Bank Hapoalim an annual fee of 0.275% for the credit allocation. The terms of the credit facility included certain financial covenants, including that we maintain: (i) minimum equity capital of 30% of the balance sheet and no less than $120 million, examined on a quarterly basis, (ii) a maximum working capital to debt ratio of 0.8, examined on a quarterly basis, and (iii) a minimum debt coverage ratio of 1.1 during 2022-2024 and 1.25 in 2025 and onwards, examined on an annual basis. In addition, the terms of the credit facility contained certain restrictive covenants including, among others, limitations on restructuring, the sale of purchase of assets, material licenses, certain changes of control and the creation of floating charges over our property and assets. In addition, we undertook not to create any first ranking floating charge over all or materially all of our property and assets in favor of any third party unless certain conditions, as defined in the loan agreement, have been satisfied.

On February 17, 2025, we converted the credit facility to a NIS 35 million on-call credit facility from Bank Hapoalim, with each loan thereunder bearing interest at a rate of 6.3%. As part of the conversion, we also undertook not to create a floating charge over all or materially all of our assets. In addition, the previous credit facility, as described above, has been terminated, together with our obligations to meet the financial covenants.

Cash Flows from Operating Activities

Net cash provided by operating activities was $47.6 million for the year ended December 31, 2024. This net cash provided by operating activities was primarily generated through our commercial operations, including the sales of our commercial products, mainly KEDRAB and CYTOGAM, as well as cash generated from royalties payable by Takeda on account of their GLASSIA sales, net of our operational costs. In addition, the net cash provided by activities activity was also attributable to improved working capital management and utilization.

Net cash provided by operating activities was $4.3 million for the year ended December 31, 2023. This net cash provided by operating activities was generated through the sales of our commercial products, mainly KEDRAB and CYTOGAM, as well as cash generated from royalties payable by Takeda on account of their GLASSIA sales, net of our operational costs.

Cash Flows from Investing Activities

Net cash used in investing activities was $10.7 million for the year ended December 31, 2024, which comprises of capital expenditures primarily associated with the construction of our new plasma collection centers in Houston, Texas and San Antonio, Texas, as well as upgrades and improvements of our facilities and manufacturing and plasma collection equipment.

Net cash used in investing activities was $5.8 million for the year ended December 31, 2023, which comprises of capital expenditures primarily associated with the maintenance and improvements of our facilities and the construction of new plasma collection center in Houston, Texas.

Cash Flows from Financing Activities

Net cash used in financing activities was $13.9 million for the year ended December 31, 2024, and included the payment to Saol of $3.0 million on account of the contingent consideration for the second sales threshold and a total of $9.7 million on account of assumed liabilities generated by the November 2021 acquisition of a portfolio of the four FDA approved plasma-derived hyperimmune commercial products from Saol, which was comprised of $2.2 million on account of the remaining acquired deferred inventory liability, as well as $7.5 million on account of the assumed liabilities associated with payments of royalties to third parties with respect to CYTOGAM net sales.

Net cash provided by financing activities was $22.7 million for the year ended December 31, 2023, mainly due to net proceeds from our September 2023 private placement to the FIMI Opportunity Funds of an aggregate 12.6 million ordinary shares at a price of $4.75 per share, for an aggregate net proceeds of $58.2 million, which was offset in part by the repayment of the outstanding balance of the five-year loan from Bank Hapoalim B.M in the amount of $17.4. In addition, net cash provided by financing activities for the year ended December 31, 2023 includes the payment to Saol of $3.0 million on account of the contingent consideration for the first sales threshold and $6.0 million on account of the acquired inventory liability, as well as $1.5 million on account of the first sales milestone payment and $6.8 million on account of the $8.5 million milestone payment due upon the completion of the technology transfer of CYTOGAM manufacturing to our manufacturing facility in Israel and obtaining the FDA approval for the manufacturing of CYTOGAM at our manufacturing facility in Israel (the balance of $1.7 million on account of the $8.5 million milestone payment was paid and accounted for as cash flows from operating activities).

C. Research and Development, Patents and Licenses, Etc.

Research and development expenses accounted for approximately 9.4% and 9.8% of total revenues for the years ended December 31, 2024, and 2023, respectively.

Set forth below are the research and development expenses associated with our major development programs in the years ended December 31, 2024, and 2023:

	Year ended December 31,	
	2024	2023
Inhaled AAT	$ 6,889	$ 6,055
Other early stage development programs	91	191
Unallocated salary	5,621	5,110
Unallocated facility cost allocated to research and development	1,559	1,529
Unallocated other expenses	1,025	1,048
Total research and development expenses	$ 15,185	$ 13,933

Our current intentions with respect to our major development programs are described in "Item 4. Information on the Company— Information on the Company—Business Overview—Our Development Product Pipeline". We cannot determine with full certainty the duration and completion costs of the current or future clinical trials of our major development programs or if, when, or to what extent we will generate revenues from the commercialization and sale of any product candidates. We or our strategic partners may never succeed in achieving marketing approval for any product candidates. The duration, costs and timing of clinical trials and our major development programs will depend on a variety of factors, including the uncertainties of future clinical and preclinical studies, uncertainties in clinical trial enrollment rates and significant and changing government regulation and whether our current or future strategic partners are committed to and make progress in programs licensed to them, if any. In addition, the probability of success for each product candidate will depend on numerous factors, including competition, manufacturing capability and commercial viability. See "Item 3. Key Information — D. Risk Factors — Risks Related to Development, Regulatory Approval and Commercialization of Product Candidates."

We will determine which programs to pursue and how much to fund each program in response to the scientific, pre-clinical and clinical outcome and results of each product candidate, as well as an assessment of each product candidate's commercial potential. We cannot forecast with any degree of certainty which of our product candidates, if any, will be subject to future collaborations or how such arrangements would affect our development plans or capital requirements.

D. Trend Information.

Adverse macroeconomic conditions, including inflation, slower growth, changes to fiscal and monetary policy, higher interest rates, and currency fluctuations have impacted companies in Israel and around the world, and as the future market conditions and fiscal and monetary policies remain highly uncertain, we cannot predict the impact of a recession recessionary economic environment on the demand for our Proprietary Products and our Distribution segment products and our ability to sustain our forecasted growth and other business and operational prospects. See also "Item 3.D. "Risk Factors–General Risks– *Developments in the economy may adversely impact our business*."

E. Critical Accounting Estimates

This discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with IFRS as issued by the IASB. The preparation of these financial statements requires management to make estimates that affect the reported amounts of our assets, liabilities, revenues and expenses. Material accounting policies employed by us, including the use of estimates, are presented in the notes to the consolidated financial statements included elsewhere in this Annual Report. We periodically evaluate our estimates, which are based on historical experience and on various other assumptions that management believes to be reasonable under the circumstances. Critical accounting policies are those that are most important to the portrayal of our financial condition and results of operations and require management's subjective or complex judgments, resulting in the need for management to make estimates about the effect of matters that are inherently uncertain. If actual performance should differ from historical experience or if the underlying assumptions were to change, our financial condition and results of operations may be materially impacted. In addition, some accounting policies require significant judgment to apply complex principles of accounting to certain transactions, such as acquisitions, in determining the most appropriate accounting treatment.

A detailed description of our accounting policies is provided in Note 2 to our consolidated financial statements appearing elsewhere in this Annual Report. The following provides an overview of certain accounting policies that we believe are the most critical for understanding and evaluating our financial condition and results of operations.

Revenue Recognition

Revenues are recognized when the customer obtains control over the promised goods or services.

On the date of the contract's inception, we assess the goods or services promised in the contract with the customer and identify the performance obligations. Revenues are recognized at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

We include variable consideration, such as variable prices, discounts, chargeback, rebates, adjustments to the net market price, volume rebates, and, under certain conditions, a right to return option, in the transaction price, only when it is highly probable that its inclusion will not result in a significant revenue reversal in the future once the uncertainty has been resolved. For contracts that consist of more than one performance obligation, at contract inception we allocate the contract transaction price to each performance obligation identified in the contract on a relative stand-alone selling price basis.

Following the acquisition of CYTOGAM, WINRHO SDF, VARIZIG and HEPGAM B during November 2021, we, through our wholly owned subsidiary Kamada Inc., sell these products in the U.S. market to wholesalers/distributors for redistribution/sale of these products to other parties, such as hospitals and pharmacies. Revenue recognition occurs at a point in time when control of the product is transferred to the wholesalers/distributors, generally on delivery of the goods.

Our gross sales are subject to various deductions, which are primarily composed of rebates and discounts to group purchasing organizations, government agencies, wholesalers, health insurance companies and managed healthcare organizations. These deductions represent estimates of the related obligations, requiring the use of judgment when estimating the effect of these sales deductions on gross sales for a reporting period. These adjustments are deducted from gross sales to arrive at net sales. We monitor the obligation for these deductions on at least a quarterly basis and record adjustments when rebate trends, rebate programs and contract terms, legislative changes, or other significant events indicate that a change in the obligation is appropriate. The Company has elected to apply the practical expedient such that it does not evaluate payment terms less than one year for the existence of a significant financing component.

The following summarizes the nature of the most significant adjustments to revenues generated from the sales of these products in the U.S. market:

Wholesaler chargebacks:

We have arrangements with certain indirect customers whereby the customer is able to buy products from wholesalers at reduced prices. A chargeback represents the difference between the invoice price to the wholesaler and the indirect customer's contractual discounted price. Provisions for estimating chargebacks are calculated based on historical experience and product demand. The provision for chargebacks is recorded as a deduction of revenue and of the trade receivables on the consolidated statements of financial position.

Fees for service:

Consists of wholesaler/distributor fees associated with the redistribution of the products to hospitals and pharmacies. These fees are outlined in each wholesaler/distributor contract. The fees are invoiced on a monthly or quarterly basis by the wholesaler/distributor. The provisions for fees for service are recorded in the same period that the corresponding revenues are recognized.

Right to return option:

We offer a right to return option under certain conditions, primarily when goods are sold with a short expiry date. The revenue recognized reflects the amount of consideration that we expect to be entitled to, excluding the estimated returns.

We also generate revenue in the form of royalty payments, due from the grant of a license for the use of our IP, knowhow and patents. Royalty revenue is recognized when the underlying sales have occurred.

Business combinations and goodwill

In November 2021, we acquired a portfolio of four FDA-approved plasma-derived hyperimmune commercial products from Saol. For details, see "Item 5. Operating and Financial Review and Prospects—Key Components of Our Results of Operations—*Business Combination.*" The acquisition was accounted for as a business combination, for which a key element of the consideration was contingent.

The contingent consideration was recognized at fair value on the acquisition date and classified as a financial liability in accordance with IFRS 9. Contingent consideration is measured at fair value. The fair value is determined using valuation techniques and method, using future cash flows discounted. Subsequent changes in the fair value of the contingent consideration are recognized in profit or loss as finance income or finance expense.

As part of the acquisition, we also assumed certain of Saol's liabilities for the future payment of royalties (some of which are perpetual) and milestone payments to a third party subject to the achievement of corresponding CYTOGAM related net sales. Such assumed liabilities were accounted for as a financial liability on the acquisition date. Subsequently, the financial liability is measured at amortized cost, per IFRS 9. Remeasurement of the financial liability is recognized as finance income or expense in the statement of operations. For more information see Note 13a and Note 2e in our consolidated financial statements included in this Annual Report.

Inventories

Inventories are measured at the lower of cost and net realizable value. The cost of inventories is comprised of costs required to purchase raw materials and other indirect costs required to manufacture the product (including salaries), in addition, such costs may include the costs of purchase and shipping and handling. Net realizable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated selling costs.

We determine a standard manufacturing capacity for each quarter. To the extent the actual manufacturing capacity in a quarter is lower than the predetermined standard, then a portion of the indirect costs which is equal to the product of the overall quarterly indirect costs multiplied by the quarterly manufacturing shortfall rate is recognized as costs of revenues. The determination of the standard manufacturing capacity is subject to significant assumptions such as expected demand for our products, expected industry sales growth and manufacturing schedules. Management's determination of deviations from quality standards is based on qualitative assessment, historical data and our experience.

We periodically evaluate the condition and analyze the age of inventories and make provisions for slow-moving inventories accordingly. Unfavorable changes in market conditions may result in a need for additional inventory reserves that could adversely impact our gross margins. Conversely, favorable changes in demand could result in higher gross margins when we sell products.

We periodically assess the potential effect on inventory in cases of deviations from quality standards in the manufacturing process to identify potential required inventory write offs. Such assessment is subject to our professional judgment.

Inventory that is produced following a change in manufacturing process prior to final approval of regulatory authorities is subject to our assessment as to the probability of obtaining such approval. We periodically reassess the probability of such approval and the remaining shelf life of such inventory. If regulatory approval is not granted, the cost of this inventory will be charged to research and development expenses.

Impairment of Non-financial Assets

We evaluate the need to record an impairment of the carrying amount of non-financial assets whenever events or changes in circumstances indicate that the carrying amount is not recoverable. If the carrying amount of non-financial assets exceeds their recoverable amount, the assets are reduced to their recoverable amount. The recoverable amount is the higher of fair value less costs of sale and value in use. In measuring value in use, the expected future cash flows are discounted using a pre-tax discount rate that reflects the risks specific to the asset. The recoverable amount of an asset that does not generate independent cash flows is determined for the cash-generating unit to which the asset belongs. Impairment losses are recognized in profit or loss.

An impairment loss of an asset, other than goodwill, is reversed only if there have been changes in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognized. Reversal of an impairment loss, as above, will not be increased above the lower of the carrying amount that would have been determined (net of depreciation or amortization) had no impairment loss been recognized for the asset in prior years and its recoverable amount. The reversal of impairment loss of an asset presented at cost is recognized in profit or loss. During the year ended December 31, 2024, we recognized a $0.6 million impairment loss on intangible assets associated with distribution rights of certain pharmaceutical products in our Distribution segment.

Goodwill impairment

We review goodwill for impairment once a year, on December 31, or more frequently if events or changes in circumstances indicate that our goodwill may be impaired.

Goodwill is tested for impairment by assessing the recoverable amount of the cash-generating unit (or group of cash-generating units) to which the goodwill has been allocated. An impairment loss is recognized if the recoverable amount of the cash-generating unit (or group of cash-generating units) to which goodwill has been allocated is less than the carrying amount of the cash-generating unit (or group of cash-generating units). Any impairment loss is allocated first to goodwill. Impairment losses recognized for goodwill cannot be reversed in subsequent periods.

The goodwill is attributed to the Proprietary Products segment, which represents the lowest level within the Company at which goodwill is monitored for internal management purposes.

As of December 31, 2024, we performed an assessment for goodwill impairment for our Proprietary Products segment, which is the level at which goodwill is monitored for internal management purposes and concluded that the fair value of the Proprietary Products segment exceeds the carrying amount by approximately 24%. The carrying amount of goodwill assigned to this segment is $30.3 million.

When evaluating the fair value of the Proprietary Products segment, the Company used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for five years following the assessment date, including expected revenue growth, costs to produce, operating profit margins and estimated capital needs; (b) an estimated terminal value using a terminal year long-term future growth rate of -5.0% determined based on the long-term expected prospects of the reporting unit; and (c) a discount rate (post-tax) of 12.2 % which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the Proprietary Products segment's operations.

Actual results may differ from those assumed in our valuation method. It is reasonably possible that our assumptions described above could change in future periods. If any of these were to vary materially from our plans, we may record impairment of goodwill allocated to the Proprietary Products segment reporting unit in the future. A hypothetical decrease in the growth rate of 1% or an increase of 1% to the discount rate would have reduced the fair value of the Proprietary Products segment reporting unit by approximately $5.1 million and $21.2 million, respectively. The sensitivity analysis described above did not lead to an increase of the recoverable amount over the carrying amount. Based on our assessment as of December 31, 2024, no goodwill was determined to be impaired. For more information see Note 10 to our consolidated financial statements included in this Annual Report for more details.

Research and development costs

Research and development expenditures are recognized in profit or loss when incurred and include preclinical and clinical costs (as well as cost of materials associated with the development of new products or existing products for new therapeutic indications). In addition, these costs include additional product development activities with respect to approved and distributed products as well as post marketing commitment research and development activities.

Since our development projects are often subject to regulatory approval procedures and other uncertainties, the conditions for the capitalization of costs incurred before receipt of approvals are not normally satisfied and therefore, development expenditures are recognized in profit or loss when incurred.

Share-based Payment Transactions

Our employees and directors are entitled to remuneration in the form of equity-settled share-based payment transactions (options and restricted share units).

The cost of equity-settled transactions is measured at the fair value of the equity instruments granted at grant date. We use the binomial model when estimating the grant date fair value of equity settled share options. We selected the binomial option pricing model as the most appropriate method for determining the estimated fair value of our share-based awards without market conditions. We use the share price at the grant date when estimating the grant date fair value of equity settled restricted share units.

The determination of the grant date fair value of options using an option pricing model is affected by estimates and assumptions regarding several complex and subjective variables. These variables include the expected volatility of our share price over the expected term of the options, share option exercise and cancellation behaviors, expected exercise multiple, risk-free interest rates, expected dividends and the price of our ordinary shares on the TASE (or Nasdaq for persons who are subject to U.S. federal income tax), which are estimated as follows:

- *Expected Life*. The expected life of the share options is based on historical data and is not necessarily indicative of the exercise patterns of share options that may occur in the future.

- *Volatility*. The expected volatility of the share prices reflects the assumption that the historical volatility of the share prices on the TASE is reasonably indicative of expected future trends.

- *Risk-free interest rate.* The risk-free interest rate is based on the yields of non-index-linked Bank of Israel treasury bonds with maturities similar to the expected term of the options for each option group.

- *Expected forfeiture rate*. The post-vesting forfeiture rate is based on the weighted average historical forfeiture rate.

- *Dividend yield and expected dividends.* While on March 5, 2025, we announced a special cash dividend of $0.20 per share (approximately $11.5 million in the aggregate), with a record date (ex-dividend date) of March 17, 2025, which shall be paid on April 7, 2025, we have historically retained our earnings to finance operations and expand our business and may not pay additional cash dividends in the future. Through the end of 2024, we assumed a dividend yield and expected dividends of zero.

- *Share price*. The price of our ordinary shares on the TASE (or Nasdaq for persons who are subject to U.S. federal income tax) used in determining the grant date fair value of options is based on the price on the grant date.

If any of the assumptions used in the binomial model change significantly, share-based compensation for future awards may differ materially compared with the awards granted previously.

The cost of equity-settled transactions is recognized in profit or loss, together with a corresponding increase in equity, during the period which the performance and/or service conditions are to be satisfied, ending on the date on which the relevant grantee become fully entitled to the award. The cumulative expense recognized for equity-settled transactions at the end of each reporting period until the vesting date reflects the extent to which the vesting period has expired and our best estimate of the number of equity instruments that will ultimately vest. The expense or income recognized in profit or loss represents the change between the cumulative expense recognized at the end of the reporting period and the cumulative expense recognized at the end of the previous reporting period.

No expense is recognized for awards that do not ultimately vest.

If we modify the conditions on which equity instruments were granted, an additional expense is recognized for any modification that increases the total fair value of the share-based payment arrangement or is otherwise beneficial to the grantee at the modification date.

If a grant of an equity instrument is cancelled, it is accounted for as if it had vested on the cancellation date, and any expense not yet recognized for the grant is recognized immediately. However, if a new grant replaces the cancelled grant and is identified as a replacement grant on the grant date, the cancelled and new grants are accounted for as a modification of the original grant, as described above.

Post-employment Benefits Liabilities

Our post-retirement benefit plans are normally financed by contributions to pension funds or similar entities, including insurance companies, and are classified as defined contribution plans or defined benefit plans.

We operate a defined benefit plan in respect of severance pay pursuant to the Israeli Severance Pay Law, 1963. See Note 2k and Note 16 to our consolidated financial statements included in this Annual Report for more details.

The present value of our severance pay depends on several factors that are determined on an actuarial basis using several assumptions. The assumptions used in determining the net cost or income for severance pay and plan assets include a discount rate. Any changes in these assumptions will impact the carrying amount of severance pay and plan assets.

Other key assumptions inherent to the valuation include employee turnover, inflation, expected long term returns on plan assets and future payroll increases. The expected return on plan assets is determined by considering the expected returns available on assets underlying the current investments policy. These assumptions are given a weighted average and are based on independent actuarial advice and are updated on an annual basis. Actual circumstances may vary from these assumptions, giving rise to a different severance pay liability.

A sensitivity analysis was performed based on reasonably possible changes of the principal assumptions (discount rate and future salary increases) underlying the defined benefit plan.

If the discount rate would be one percent higher or lower, and all other assumptions were held constant, the defined benefit obligation would decrease by $81,000 or increase by $119,000, respectively.

If the expected salary growth would increase or decrease by one percent, and all other assumptions were held constant, the defined benefit obligation would increase by $113,000 or decrease by $77,000, respectively.

Since August 2022, Kamada Inc., our U.S. wholly owned subsidiary has a 401(k) defined contribution plan covering certain employees in the United States. All eligible employees may elect to contribute up to 100% of their annual compensation to the plan through salary deferrals, subject to Internal Revenue Service limits. For the year ended December 31, 2024, the contribution limit was $23,000 per year (for certain employees over 50 years of age the maximum contribution was $30,500 per year). The U.S. subsidiary matches 3% of employee contributions up to the combined maximum employee and employer contributions totaling $69,000 (for certain employees over 50 years of age the maximum contribution was $76,500 per year).

Taxes on income

Current and Deferred taxes

Taxes on income in profit or loss comprise of current taxes, deferred taxes and taxes in respect of prior years, which are mainly recognized in profit or loss.

Deferred tax assets are reviewed at the end of each reporting period and reduced to the extent that it is not probable that they will be utilized. Deductible carryforward losses and temporary differences for which deferred tax assets have not been recognized are reviewed at the end of each reporting period, and a respective deferred tax asset is recognized to the extent that their utilization is probable.

We operate in multiple tax jurisdictions. Deferred taxes are offset in the statement of financial position if there is a legally enforceable right to offset a current tax asset against a current tax liability and the deferred taxes relate to the same taxpayer and the same taxation authority.

As of December 31, 2024, we recorded a $1.1 million of tax income, most of which is with respect to deferred tax asset on account of the remaining NOLs and other temporary differences as we estimated that their utilization is probable in the foreseeable future.

Uncertain tax positions

We evaluate potential uncertain tax positions, including additional tax and interest expenses, and recognize a provision when it is more probable than not that we will have to use our economic resources to pay such obligation.

As of December 31, 2024, and 2023, the application of IFRIC 23 did not have a material effect on the financial statements.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

The following table sets forth certain information relating to our executive officers and directors as of March 5, 2025.

Name	Age	Position
Executive Officers:		
Amir London	56	Chief Executive Officer
Chaime Orlev	54	Chief Financial Officer
Eran Nir	52	Chief Operating Officer
Yael Brenner	61	Vice President, Quality
Hanni Neheman	55	Vice President, Marketing & Sales
Nir Livneh	46	Vice President, General Counsel and Corporate Secretary
Orit Pinchuk	59	Vice President, Regulatory Affairs and PVG
Liron Reshef	54	Vice President, Human Resources
Jon Knight	59	Vice President, U.S. Commercial Operations
Shavit Beladev	54	Vice President, Plasma Operations
Boris Gorelik	44	Vice President, Business Development and Strategic Programs
Directors:		
Lilach Asher-Topilsky [(1)(3)]	54	Chair of the Board of Directors, Chair of the Strategy Committee
Uri Botzer [(1)(3)]	36	Director
Ishay Davidi [(1)]	63	Director
Prof. Benjamin Dekel [(1)(2)]	58	External Director
Karnit Goldwasser [(1)]	48	Director
Assaf Itshayek [(1)(2)]	52	External Director, Chairman of Audit Committee, Chairman of the Compensation Committee
Lilach Payorski [(1)(2)]	52	Director
Leon Recanati [(1)]	76	Director
David Tsur [(1)(3)]	74	Director

(1) Independent director under the Nasdaq listing requirements.
(2) Member of the Audit Committee and the Compensation Committee.
(3) Member of the Strategy Committee.

Executive Officers

Amir London has served as our Chief Executive Officer since July 2015. Prior to that, Mr. London served as our Senior Vice President, Business Development from December 2013. Mr. London brings with him over 25 years of senior management and international business development experience. From 2011 to 2013, Mr. London served as the Chief Operating Officer of Fidelis Diagnostics, a U.S.-based provider of innovative in-office medical diagnostic services. Earlier in his career, from 2009 to 2011, Mr. London was the Chief Executive Officer of Promedico, an Israeli-based $350 million healthcare distribution company, and from 2006 to 2009 he was the General Manager of Cure Medical, providing contract manufacturing services for clinical studies, as well as home-care solutions. From 1995 to 2006, Mr. London was a Partner with Tefen, an international publicly traded operations management consulting firm, responsible for the firm's global biopharma practice. Mr. London holds a B.Sc. degree in Industrial and Management Engineering from the Technion – Israel Institute of Technology.

Chaime Orlev has served as our Chief Financial Officer since December 2017. Prior to that, Mr. Orlev had served in senior finance roles for more than 20 years, with approximately 12 years spent in the life sciences industry. Previously, from September 2016 to November 2017, Mr. Orlev served as Chief Financial Officer and Vice President Finance and Administration at Bioblast Pharma Ltd. (Nasdaq: ORPN), a clinical-stage, biotechnology company. Prior to that, from 2010, Mr. Orlev served as Vice President Finance and Administration at Chiasma (Nasdaq: CHMA), a clinical stage biopharmaceutical company, in which role Mr. Orlev led the company's initial public offering and listing on Nasdaq. Mr. Orlev holds a BA degree in Business Administration from the College of Management in Israel, an MBA degree from the Recanati Graduate School of Business Administration at the Tel Aviv University and is a certified public accountant in Israel.

Eran Nir has served as our Chief Operating Officer since March 2022, overseeing our operations and research and development activities. Prior to that Mr. Nir served as our Vice President, Operations from November 2016. Mr. Nir has over 20 years of operations management experience in the pharmaceutical and medical industries. Mr. Nir's previous roles include management of Teva Pharmaceutical Industries' plant in Jerusalem from 2002 to 2011, VP Operations of Amelia Cosmetics from 2014 to 2015 and management of a medical equipment plant of Philips Medical Systems from 2015 to 2016. Mr. Nir's experience spans across the management of large-scale FDA and EMA- approved manufacturing facilities, tech-transfer of new products from development to production and the implementation of operational excellence systems. Mr. Nir holds a B.Sc. degree in Industrial and Management Engineering and an MBA degree, both from Ben-Gurion University.

Yael Brenner has served as our Vice President, Quality since March 2015. Ms. Brenner has more than 25 years of experience in Quality Management, including Quality Assurance and Quality Control managerial positions in the pharmaceutical industry. Prior to joining Kamada, from 2007 to 2015, Ms. Brenner was at Teva Pharmaceuticals Industries, lastly as Senior Director Quality Operations of Teva's Kfar Sava Site, managing over 400 employees in Quality Assurance, Quality Control and Regulatory Affairs. Ms. Brenner holds B.Sc. and M.Sc. degrees in Chemistry from the Technion - Israel Institute of Technology, and she is a Certified Quality Engineer (CQE) from the American and Israeli Societies for Quality.

Hanni Neheman has served as our Vice President, Marketing & Sales since January 2020. Ms. Neheman joined us in August 2014 and served as Head of Business Operations, Israel. Ms. Neheman has more than 20 years of experience in different positions in the field of marketing and sales in the pharmaceutical industry. Prior to joining us, Ms. Neheman served as a Commercial Manager at Neopharm Israel. Ms. Neheman holds a B.A. degree in Occupational Therapy from the Technion Israel Institute of Technology and Executive M.B.A degree from Derby University.

Nir Livneh has served as our VP General Counsel and Corporate Secretary since April 2023. Mr. Livneh previously served as our General Counsel and Corporate Secretary, from 2010-2018. Prior to rejoining Kamada, Mr. Livneh served as Vice President of Legal Affairs at Purple Biotech Ltd. Previously, Mr. Livneh served as Legal Counsel at ICL Group Ltd. and General Counsel of PolyPid Ltd. Mr. Livneh is a member of the Israel Bar Association and holds an LL.B. (Bachelor of Law) and a B.A. degree in Business Administration from the Reichman University, Herzliya, Israel, and an LL.M degree from Tel Aviv University, Israel.

Orit Pinchuk has served as our Vice President, Regulatory Affairs and PVG since October 2014. Ms. Pinchuk has experience of more than 25 years in the pharmaceutical industry in key positions that cover, among others, disciplines of Regulatory Affairs and Compliance. Prior to joining Kamada, from 1993 to 2014, Ms. Pinchuk was at Teva Pharmaceuticals Industries, where she served as Director of Compliance and Regulatory Affairs, Operation Israel and Senior Director Regulatory Affairs, Research and Development and Operation Israel. Ms. Pinchuk has experience working with the FDA, EMA and the Canadian Health Authorities. Ms. Pinchuk holds a B.Tech degree in Textile Chemistry from Shenkar College for Engineering and Design and M.Sc. degree in Applied Chemistry from the Hebrew University of Jerusalem.

Liron Reshef joined us as our Vice President, Human Resources in January 2023. Ms. Reshef has over 20 years of experience in the field of human resources in senior Human Resources positions at global companies in different industries. From 2018 to 2021, Ms. Reshef served as EVP Human Resources of TAT Technologies and from 2014 to 2018, she served as VP Human Resources of Evogene. Earlier in her career, Ms. Reshef worked in senior HR positions for Frutarom, Solbar Industries, Comverse Technology and TICI Software Systems. Ms. Reshef is a certified Coach, specialized in personal coaching, career development and managers' coaching. Ms. Reshef holds a B.A degree. in Economics and Political Science from Bar-Ilan University and MBA degree, with specialization in Behavioral Sciences, from Ben-Gurion University, Israel.

Jon Knight has served as our Vice President of US Commercial Operations since March 2022. Mr. Knight has over 25 years of Life Sciences experience, primarily focusing on commercializing innovative specialty plasma-products. Prior to joining us, Mr. Knight served in a variety of commercial leadership positions. Previously Mr. Knight was responsible for Trade Relations at TherapeuticsMD, launching three innovative products into the U.S. market. Mr. Knight's professional background also includes leadership positions at Prometic Life Sciences, CIS by Deloitte, Cardinal Health, Cangene BioPharma and Nabi Biopharmaceuticals. Mr. Knight holds an MBA degree from Colorado State University and a B.A. degree in Biology from Colorado Mesa University.

Shavit Beladev has served as our Vice President, Plasma Operations since June 2022. Ms. Beladev has been with us for over 20 years in increasingly senior positions, most recently as Director of Business Development. Ms. Beladev previously served in management roles responsible for International Sales, Key Accounts Management and Plasma Procurement. Since the establishment of Kamada Plasma in early 2021, Ms. Beladev's extended responsibilities have also included overseeing the Company's plasma collection operations through its U.S. subsidiary Kamada Plasma LLC. Ms. Beladev holds a B.A. degree in Economics and Business Administration from Ben-Gurion University, Israel.

Boris Gorelik has served as our Vice President, Business Development and Strategic Programs since June 2022. Prior to that, Mr. Gorelik served as our Director of Business Development from April 2020. Mr. Gorelik has over 14 years of Business Development and M&A experience, most of it in the pharmaceutical industry. Prior to joining us, Mr. Gorelik was Senior Director of Global Business Development and Strategy with Teva Pharmaceutical Industries, Ltd. Prior to his tenure at Teva, Mr. Gorelik served in various legal, M&A, and transaction services-related roles in the Israeli law office of Goldfarb Seligman, as well as KPMG and Deloitte Israeli offices. Mr. Gorelik holds a LL.B. degree, B.A. degree in Accounting and MBA degree, all from Tel Aviv University.

Directors

Lilach Asher-Topilsky has served as a member of our board of directors since December 2019, as the Chair of our board of directors since August 2020, served as a member of our Compensation Committee from August 2020 until August 2023 and serves as a member of our Strategy Committee since November 2023. Ms. Asher-Topilsky has been a Senior Partner in the FIMI Opportunity Funds, Israel's largest group of private equity funds, since December 2019. Ms. Asher-Topilsky currently serves as the chair of the board of directors of Rimoni Industries Ltd. (TASE), SOS Ltd. Elyakim Ben Ari Group Ltd., Amal and Beyond Ltd. and Marom Dolphin Ltd. and as a director at Amiad Water Systems Ltd. (AIM), Ashot Ashkelon Industries Ltd. (TASE) and Tel Aviv University. Prior to joining FIMI, Ms. Asher-Topilsky served as the President and CEO of Israel Discount Bank (TASE), one of the leading banking groups in Israel, as the Chairman at IDBNY BANKCORP and as a director at IDB Bank New York from 2014 – 2019. Ms. Asher-Topilsky also served as the Chairman of Mercantile Bank from 2014 – 2016. Before that, Ms. Asher-Topilsky served as a member of the management of Bank Hapoalim (TASE) as Deputy CEO & Head of Retail Banking Division (2009 – 2013) & Head of Strategy & Planning Division (2007 – 2009). Ms. Asher-Topilsky served as a Strategy Consultant at The Boston Consulting Group (BCG, Chicago 1997 – 1998) and at Shaldor Strategy Consulting (Israel 1995 – 1996). Ms. Asher-Topilsky holds an M.B.A. degree from Kellogg School of Management, Northwestern University, Chicago, USA (1997) and a B.A. degree in Management and Economics from Tel Aviv University, Israel (Magna Cum Laude, 1994).

Uri Botzer has served as a member of our board of directors since December 2022. Mr. Botzer has been a Junior Partner in the FIMI Opportunity Funds, Israel's largest group of private equity funds, since 2019. Mr. Botzer currently serves as a director at Marom Dolphin Ltd. Prior to joining FIMI, Mr. Botzer served as a lawyer at FISCHER (FBC & Co.). Mr. Botzer holds a B.A. degree in Business Administration and a LL.B. (Bachelor of Law), Cum Laude, from Reichman University, Herzliya.

Ishay Davidi has served on our board of directors since December 2019. Mr. Davidi is the Founder and has served as Chief Executive Officer of the FIMI Opportunity Funds, Israel's largest group of private equity funds, since 1996. Mr. Davidi currently serves as the Chairman of the Board of Directors of Polyram Plastic Industries Ltd. (TASE), Ashot Ashkelon Industries Ltd. (TASE), and Bio-Lab Ltd. Mr. Davidi also serves as a director of Bet Shemesh Engines Ltd. (TASE), C. Mer Industries Ltd. (TASE), G1 Security Systems Ltd. (TASE), PCB Technologies Ltd. (TASE), Rekah Pharmaceutical Industries (TASE), SOS Ltd., GreenStream Ltd., Amiad Water Systems Ltd. (AIM), Rimoni Industries Ltd. (TASE), Elyakim Ben-Ari Group Ltd. and Amal and Beyond Ltd. Mr. Davidi previously served as the Chairman of the board of directors of Infinya Ltd. (TASE), Inrom, Retalix (previously traded on NASDAQ and TASE) and Tefron Ltd. (NYSE and TASE) and as a director of Gilat Satellite Networks Ltd. (NASDAQ and TASE), Pharm Up Ltd (TASE), Ham-Let Ltd. (TASE), Ormat Industries Ltd. (previously traded on TASE), Lipman Electronic Engineering Ltd. (NASDAQ and TASE), Merhav Ceramic and Building Materials Center Ltd. (NASDAQ and TASE), Orian C.M. Ltd. (TASE), Ophir Optronics Ltd., Overseas Commerce Ltd. (TASE), Scope Metals Group Ltd. (TASE), Tadir-Gan (Precision Products) 1993 Ltd. (TASE) and Formula Systems Ltd. (NASDAQ and TASE). Prior to establishing FIMI, from 1993 until 1996, Mr. Davidi was the Founder and Chief Executive Officer of Tikvah Fund, a private Israeli investment fund. From 1992 until 1993 Mr. Davidi served as the Chief Executive Officer of Zer Science Industries Ltd. Mr. Davidi holds an M.B.A. degree from Bar Ilan University, Israel, and a B.Sc. degree, with honors, in Industrial Engineering from the Tel Aviv University, Israel.

Prof. Benjamin Dekel has served as an external director (within the meaning of the Companies Law) since August 2023 and serves as a member of our Audit Committee and Compensation Committee. Prof. Dekel currently serves as the Founder and Chief Scientist of RenoVate Biopharmaceuticals Ltd., as director at Sagol Center for Regenerative Medicine, Tel Aviv University; as Vice-Dean, School of Medicine, Tel Aviv University; Chief, Pediatric Nephrology and Pediatric Stem Cell Research Institute, Sheba Medical Center; as a member of the Higher Committee on Cell and Gene Therapy, Israel Ministry of Health; and as a member of the Scientific Advisory Board, Stemrad, Ltd. From June 2009 until June 2020, Prof. Dekel served as Chief Scientist and a member of the board of directors of KidneyCure Inc. In 2011, Prof. Dekel Served as a Visiting Scholar at Stanford University. From January 2003 to January 2005, Prof. Dekel Served as a Fellow at the Weizmann Institute. Prof. Dekel holds an MD degree in Medicine from the Technion — Israel Institute of Technology and a PhD in Immunology & Transplantation Biology from the Weizmann Institute.

Karnit Goldwasser has served on our board of directors since December 2019 and served as a member of our Audit Committee and Compensation Committee from January 2020 until August 2023. Ms. Goldwasser serves as an independent consultant and environmental engineer for various agencies and organizations. Ms. Goldwasser is a director at Delek San Recycling Ltd. (since December 2016). Ms. Goldwasser previously served as a director at ELA Recycling Corporation (2015 – September 2021), Orian DB Schenker (2017 – 2020) and at the government-owned Environmental Services Company Ltd., as chair of the Safety Committee (2010 – 2016) and as a member of the Tel Aviv-Jaffa City Council, holding the environmental portfolio (2013 – 2016). Ms. Goldwasser also served as a director in several Tel Aviv-Jaffa municipality corporations: Dan Municipal Sanitation Association, as chair of the audit committee; Tel Aviv-Jaffa Economic Development Authority; and Ganei Yehoshua Co. Ltd. Ms. Goldwasser holds a B.Sc. degree in Environmental Engineering, focusing on chemistry, mathematics and environmental engineering, a M.Sc. degree in Civil Engineering, specializing in Hydrodynamics and Water Resources, both from the Technion — Israel Institute of Technology, and a M.A. degree in Public Policy and Administration from the Lauder School of Government, Diplomacy and Strategy, IDC Herzliya. Ms. Goldwasser also completed the Directors Program at LAHAV, School of Management, Tel Aviv University.

Assaf Itshayek has served as an external director (within the meaning of the Companies Law) since August 2023 and is the Chairman of our Audit Committee and Compensation Committee. Mr. Itshayek has over 15 years of hi-tech industry experience in senior management and finance executive positions in different industries (including online, fintech and energy). Mr. Itshayek currently serves as a member of the board of directors of GoTo Global Ltd., Qira Ltd. and Nostromo Energy Holdings Corporation. From June 2021 until October 2022, Mr. Itshayek served as the chief executive officer of NeraTech Media Ltd. Prior thereto, from November 2012 until June 2021, Mr. Itshayek was at Somoto Ltd. (TASE: SMTO), initially as the chief financial officer and from December 2017, as the chief executive officer. Prior thereto, Mr. Itshayek served as the chief financial officer of BlueSnap Inc. (from February 2021 until January 2021) and Digital Power Corporation Ltd. (from June 2009 until May 2011) and served as the corporate controller of Metalink Ltd. from June 2006 until August 2008. From December 1999 until July 2006, Mr. Itshayek served as a TMT senior audit manager at Deloitte Brightman Almagor Zohar & Co., a Firm in the Deloitte Global Network. Mr. Itshayek holds a B.A. degree in Business Administration and Accountancy from the College of Management and an M.B.A. degree from Tel Aviv University.

Lilach Payorski has served on our board of directors since December 2021 and serves as a member of our Audit Committee. Ms. Payorski served as the Chair of our Audit Committee from December 2021 to October 2023. Ms. Payorski served as the Chief Financial Officer of Tyto Care Ltd. from November 2022 until March 2023. Prior to that, Ms. Payorski served as the Chief Financial Officer of Stratasys Ltd. (NASDAQ: SSYS), a developer and manufacturer of 3D printers and additive solutions, from January 2017 to February 2022. From December 2012 until December 2016, Ms. Payorski served as Senior Vice President, Corporate Finance at Stratasys. From December 2009 to December 2012, Ms. Payorski served as Head of Finance at PMC-Sierra (NASDAQ: PMCS), a company operating in the semiconductors industry, which was subsequently acquired by Microsemi Corporation. Prior to that, from March 2005 to December 2009, Ms. Payorski served as Compliance Controller at Check Point Software Technologies Ltd. (NASDAQ: CHKP), a security company. Ms. Payorski also served as corporate controller at Wind River Systems (NASDAQ: WIND), a software company, which was subsequently acquired by Intel Corporation, from June 2003 to March 2005. Earlier in her career, from March 1997 to June 2003, Ms. Payorski worked as a chartered public accountant at Ernst & Young LLP, both in Israel and later in Palo Alto, CA. Ms. Payorski currently serves as the chairman of the audit committee of ODDITY Ltd. (NASDAQ: ODD) and Gauzy Ltd. (NASDAQ: GAUZ). Ms. Payorski also served as the chairman of the audit committee of Scodix Ltd. (TASE: SCDX). Ms. Payorski holds a B.A. degree in Accounting and Economics from Tel Aviv University. Ms. Payorski also completed the Board of Directors and Senior Corporate Officers Program at LAHAV, School of Management, Tel Aviv University.

Leon Recanati has served on our board of directors since May 2005, as the Chairman of our board of directors from March 2013 to August 2020 and served as the Chairman of our Compensation Committee from February 2019 until September 2023. Mr. Recanati currently serves as the Chairman of MadaTech, National Museum of Science Technology and Space in memory of Daniel and Mathilde Recanati. Mr. Recanati also serves as a member of the board of directors of Evogene Ltd., a plant genomics company listed on the TASE and New York Stock Exchange. Mr. Recanati is also a board member of the following private companies: GlenRock Israel Ltd., Gov, RelTech Holdings Ltd., Legov Ltd., Insight Capital Ltd., Shavit Capital Funds and Ofil Ltd. Mr. Recanati currently serves as the Chairman and Chief Executive Officer of GlenRock. Previously, Mr. Recanati was Chief Executive Officer and/or Chairman of IDB Holding Corporation Ltd., Clal Industries Ltd., Azorim Investment Development and Construction Co Ltd., Delek Israel Fuel Corporation and Super-Sol Ltd. Mr. Recanati also founded Clal Biotechnologies Industries Ltd., a biotechnology investment company operating in Israel. Mr. Recanati holds an M.B.A. degree from the Hebrew University of Jerusalem and Honorary Doctorates from the Technion — Israel Institute of Technology and Tel Aviv University.

David Tsur has served on our board of directors since our inception and serves as a member of our Strategy Committee. Mr. Tsur served as the Active Deputy Chairman on a half-time basis from July 2015 until December 31, 2019. Mr. Tsur served as our Chief Executive Officer from our inception until July 2015. Mr. Tsur currently serves as the Chairman of the Board of Directors of Kanabo Ltd. (LSE) and as a director of BioHarvest Sciences Inc. (CSE). Prior to co-founding Kamada in 1990, Mr. Tsur served as Chief Executive Officer of Arad Systems and RAD Chemicals Inc. Mr. Tsur previously served as the Chairman of the Board of Directors of CollPlant Ltd., a company listed on the TASE and OTC market. Mr. Tsur has also held various positions in the Israeli Ministry of Economy and Industry (formerly named the Ministry of Industry and Trade), including Chief Economist and Commercial Attaché in Argentina and Iran. Mr. Tsur holds a B.A. degree in Economics and International Relations and an M.B.A. degree in Business Management, both from the Hebrew University of Jerusalem.

Under a shareholders' agreement entered into on March 6, 2013, the Recanati Group, on the one hand, and the Damar Group, on the other hand, have each agreed to vote the ordinary shares beneficially owned by them in favor of the election of director nominees designated by the other group as follows: (i) three director nominees, so long as the other group beneficially owns at least 7.5% of our outstanding share capital, (ii) two director nominees, so long as the other group beneficially owns at least 5.0% (but less than 7.5%) of our outstanding share capital, and (iii) one director nominee, so long as the other group beneficially owns at least 2.5% (but less than 5.0%) of our outstanding share capital. In addition, to the extent that after the designation of the foregoing director nominees there are additional director vacancies, each of the Recanati Group and Damar Group have agreed to vote the ordinary shares beneficially owned by them in favor of such additional director nominees designated by the party who beneficially owns the larger voting rights in our company. See "Item 7. Major Shareholders and Related Party Transactions — Related Party Transactions — Shareholder Agreement."

B. Compensation

Aggregate Compensation of Directors and Officers

The aggregate compensation incurred by us in relation to our executive officers and directors, including share-based compensation, for the year ended December 31, 2024, was approximately $4.7 million. This amount includes approximately $0.39 million set aside or accrued to provide pension, severance, retirement or similar benefits or expenses, but does not include business travel, professional and business association dues and expenses reimbursed to executive officers, and other benefits commonly reimbursed or paid by companies in Israel.

From time to time, we grant options to our employees, officers and directors and, in the past, granted restricted share units to our officers and several of our employees. We did not grant any options to our officers and directors during the year ended December 31, 2024.

As of December 31, 2024, options to purchase 1,641,550 of our ordinary shares granted to our Israeli based officers and directors as a group were outstanding, of which options to purchase 975,050 of our ordinary shares were vested, with a weighted average exercise price of NIS 19.85 per ordinary share. In addition, as of December 31, 2024, options to purchase 120,000 of our ordinary shares granted to our U.S. based officers as a group were outstanding, of which options to purchase 60,000 of our ordinary shares were vested, with a weighted average exercise price of $5.46 per ordinary share. For details regarding the beneficial ownership of our shares by our officers and directors, see "Item 6. Directors, Senior Management and Employees — Share Ownership."

Compensation of Directors

We pay our directors an annual fee and per-meeting fees in the maximum amounts payable from time to time for such fees by us under the Second and Third Addendums, respectively (or, to the extent any director is determined to have financial and accounting expertise and is deemed an expert director (in each case, within the meaning of the Companies Law and the regulations thereunder), under the Fourth Addendum) to the Israeli Companies Regulations (Rules Regarding Compensation and Expense Reimbursement of External Directors), 2000, or the Compensation Regulations. In accordance with the Compensation Regulations, we currently pay our directors an annual fee of NIS 97,326 (approximately $26,311) as well as a fee of NIS 3,747 (approximately $1,013) for each board or committee meeting attended in person, NIS 2,248 (approximately $608) for each board or committee meeting attended via telephone or videoconference and NIS 1,874 (approximately $506) for participation by written consent.

There are no arrangements or understandings between us, on the one hand, and any of our directors, on the other hand, providing for benefits upon termination of their service as directors of our company.

To our knowledge, there are no agreements and arrangements between any director and any third party relating to compensation or other payment in connection with their candidacy or service on our Board of Directors.

Compensation of Covered Executives

The following table presents information regarding compensation accrued in our financial statements for our five most highly compensated office holders (within the meaning of the Companies Law), namely our Chief Executive Officer, Chief Financial Officer, Vice President, Business Development and Strategic Programs, Chief Operating Officer and Vice President, US Commercial Operations, during or with respect to the year ended December 31, 2024. Each such office holder was covered by our directors' and officers' liability insurance policy and was entitled to indemnification and exculpation in accordance with indemnification and exculpation agreements, our articles of association and applicable law.

Name and Position	Salary[1]	Bonus[2]	Value of Options Granted[3]	Other[4]	Total
			(in thousands)		
Amir London *Chief Executive Officer*	$ 421	224	121	29	794
Chaime Orlev *Chief Financial Officer*	$ 351	103	111	24	590
Eran Nir Chief Operating Officer	$ 309	91	31	17	448
Boris Gorelik *Vice President, Business Development and Strategic Programs*	$ 246	40	25	106	417
Jon Knight *Vice President,* U.S. Commercial Operations	$ 232	70	24		326

(1) Salary includes gross salary and fringe benefits.
(2) Bonuses includes annual bonuses. The annual bonus is subject to the fulfillment of certain targets determined for each year by the compensation committee and board of directors.
(3) The value of options is the expense recorded in our financial statements for the period ended December 31, 2024 with respect to all options granted to such executive officer.
(4) Cost of housing and personal expenses, and allowance for the use of a company car net of reimbursement by social security of certain salary expenses, each to the extent applicable.

Agreements with Five Most Highly Compensated Office Holders

We have entered into agreements with each of our five most highly compensated office holders (within the meaning of the Companies Law), listed below. The terms of employment or service of such office holders are directed by our compensation policy. See below "— Compensation Policy." Each of these agreements contains provisions regarding non-competition, confidentiality of information and assignment of inventions. The enforceability of covenants not to compete in Israel and the United States is subject to limitations. Such office holders are entitled to an annual bonus subject to the fulfillment of certain targets determined for each year by the compensation committee and board of directors. In addition, our Israeli based executive officers are entitled to a company car, as well as sick pay, convalescence pay, manager's insurance and a study fund ("*keren hishtalmut*") and annual leave, all in accordance with Israeli law and our compensation policy for executive officers, and our U.S.-based executive officers are entitled to benefits customary to U.S. executives such as medical benefits and 401(k) plan, and in certain cases to relocation related remuneration.

Amir London, Chief Executive Officer. Mr. London has served as our Chief Executive Officer since July 2015. Prior to that and effective as of December 1, 2013, Mr. London served as our Vice President, Business Development. Mr. London's engagement terms as our Chief Executive Officer have been approved by our Compensation Committee, Board of Directors and shareholders. According to the terms of the agreement, either party may terminate the agreement at any time upon three months' prior written notice to the other party, and we may terminate the agreement immediately for cause in accordance with Israeli law.

Chaime Orlev, Chief Financial Officer. Effective as of October 1, 2017, we entered into an employment agreement with Mr. Chaime Orlev with respect to his employment as our Chief Financial Officer. Either party may terminate the agreement at any time upon three months' prior written notice to the other party, and we may terminate the agreement immediately for cause in accordance with Israeli law.

Eran Nir, Chief Operating Officer. Mr. Eran Nir has served our Chief Operating Officer since March 1, 2022. Prior to that and effective as of November 1, 2016, Mr. Nir served as our Vice President, Operations. According to the terms of his employment agreement, either party may terminate the agreement at any time upon two months' prior written notice to the other party, and we may terminate the agreement immediately for cause in accordance with Israeli law.

Boris Gorelik, Vice President, Business Development and Strategic Programs. Effective as of June 2022, we entered into a three-year employment agreement with Mr. Boris Gorelik in connection with his relocation to the U.S. and his employment as our Vice President of Business Development with an option for an additional one-year extension. Prior to that Mr. Gorelik served as our Director of Business Development from April 2020. Either party may terminate the agreement at any time upon three months' prior written notice to the other party, and we may terminate the agreement immediately for cause in accordance with U.S. law.

Jon Knight, Vice President, US Commercial Operations. Effective as of March15, 2022, we entered into an employment agreement with Mr. Jon Knight with respect to his employment as our Vice President, US Commercial Operations. Either party may terminate the agreement at any time upon three months' prior written notice to the other party, and we may terminate the agreement immediately for cause in accordance with U.S. law.

Other Executive Officers

We have entered into written employment agreements with the rest of our executive officers. The terms of employment of our executive office holders are directed by our compensation policy. See "— Compensation Policy." Each of these agreements contains provisions regarding non-competition, confidentiality of information and assignment of inventions. The non-competition provision applies for a period that is generally 12 months following termination of employment. The enforceability of covenants not to compete in Israel and the United States is subject to limitations. In addition, we are required to provide up to three months' notice prior to terminating the employment of such executive officers, other than in the case of a termination for cause. Each of our employment agreements with such executive officers provides for annual bonuses, which are subject to the fulfillment of certain targets determined for each year, and the executive officers may be also entitled to a special bonus upon the achievement of certain company milestones.

Compensation of Directors and Executive Officers under Israeli Law

Compensation Policy.

Under the Companies Law, a public company is required to adopt a compensation policy, which sets forth the terms of service and employment of office holders, including the grant of any benefit, payment or undertaking to provide payment, any exemption from liability, insurance or indemnification, and any severance payment or benefit. Such compensation policy must comply with the requirements of the Companies Law. The compensation policy must be approved at least once every three years, first, by our board of directors, upon recommendation of our compensation committee, and second, by the shareholders, by a special majority (referred to as the "Special Majority for Compensation") that requires that either:

- a majority of the shares held by shareholders who are not controlling shareholders and shareholders who do not have a personal interest in such matter and who are present and voting at the meeting, are voted in favor of approving the compensation package (excluding abstentions); or

- the total number of shares voted by non-controlling shareholders and shareholders who do not have a personal interest in such matter that are voted against the compensation policy does not exceed 2% of the aggregate voting rights in the company.

Our current compensation policy for executive officers and compensation policy for directors were each approved by our shareholders on December 22, 2022.

Compensation of Directors

Under the Companies Law, the compensation (including insurance, indemnification, exculpation and compensation) of our directors requires the approval of our compensation committee, the subsequent approval of the board of directors and, unless exempted under the regulations promulgated under the Companies Law, the approval of the shareholders at a general meeting. The approval of the compensation committee and board of directors must be in accordance with the compensation policy. In special circumstances, the compensation committee and board of directors may approve a compensation arrangement that is inconsistent with the company's compensation policy, provided that they have considered the same considerations and matters required for the approval of a compensation policy in accordance with the Companies Law, in which case the approval of the company's shareholders must be by the Special Majority for Compensation.

Where the director is also a controlling shareholder, the requirements for approval of transactions with controlling shareholders apply, as described under "—Item 6. Directors, Senior Management and Employees — Fiduciary Duties and Approval of Related Party Transactions under Israeli Law — Disclosure of Personal Interests of a Controlling Shareholder and Approval of Certain Transactions."

Compensation of Officers Other than the Chief Executive Officer

Pursuant to the Companies Law, the compensation (including insurance, indemnification and exculpation) of a public company's office holders (other than directors, which is described above, and the chief executive officer, which is described below) generally requires approval first by the compensation committee and second by the company's board of directors, according to the company's compensation policy. In special circumstances the compensation committee and board of directors may approve a compensation arrangement of such an officer that is inconsistent with the company's compensation policy, provided that they have considered the same considerations and matters required for the approval of a compensation policy in accordance with the Companies Law and such arrangement must be approved by the company's shareholders by the Special Majority for Compensation. However, if the shareholders of the company do not approve a compensation arrangement with such an executive officer that is inconsistent with the company's compensation policy, the compensation committee and board of directors may, in special circumstances, override the shareholders' decision, subject to certain conditions.

Under the Companies Law, an amendment to an existing arrangement with an office holder (other than the chief executive officer, which is described below) who is not a director requires only the approval of the compensation committee, if the compensation committee determines that the amendment is not material in comparison to the existing arrangement. However, according to regulations promulgated under the Companies Law, an amendment to an existing arrangement with an office holder (who is not a director) who is subordinate to the chief executive officer shall not require the approval of the compensation committee, if (i) the amendment is approved by the chief executive officer and the company's compensation policy determines that a non-material amendment to the terms of service of an office holder (other than the chief executive officer) will be approved by the chief executive officer and (ii) the engagement terms are consistent with the company's compensation policy. Under our compensation policy for executive officers and subject to applicable law, our chief executive officer may approve an immaterial amendment of up to 10% of the existing terms of office and engagement (as compared to those approved by the compensation committee) of an executive who is subordinate to the chief executive officer (who is not a director).

Compensation of Chief Executive Officer

The compensation (including insurance, indemnification and exculpation) of a public company's chief executive officer generally requires the approval of first, the company's compensation committee; second, the company's board of directors; and third (except for limited exceptions), the company's shareholders by the Special Majority for Compensation. If the shareholders of the company do not approve the compensation arrangement with the chief executive officer, the compensation committee and board of directors may override the shareholders' decision, subject to certain conditions. The compensation committee and board of directors approval should be in accordance with the company's compensation policy; however, in special circumstances, they may approve compensation terms of a chief executive officer that are inconsistent with such policy provided that they have considered the same considerations and matters required for the approval of a compensation policy in accordance with the Companies Law and that shareholder approval was obtained by the Special Majority for Compensation. Under certain circumstances, the compensation committee and board of directors may waive the shareholder approval requirement in respect of the compensation arrangements with a candidate for chief executive officer if they determine that the compensation arrangements are consistent with the company's stated compensation policy.

However, an amendment to an existing arrangement with an executive officer (who is not a director) requires only the approval of the compensation committee, if the compensation committee determines that the amendment is not material in comparison to the existing arrangement. Furthermore, according to regulations promulgated under the Companies Law, the renewal or extension of an existing arrangement with a chief executive officer shall not require shareholder approval if (i) the renewal or extension is not beneficial to the chief executive officer as compared to the prior arrangement or there is no substantial change in the terms and other relevant circumstances; and (ii) the engagement terms are consistent with the company's compensation policy and the prior arrangement was approved by the shareholders by the Special Majority for Compensation.

Where the office holder is also a controlling shareholder, the requirements for approval of transactions with controlling shareholders apply, as described under "—Item 6. Directors, Senior Management and Employees — Fiduciary Duties and Approval of Related Party Transactions under Israeli Law — Disclosure of Personal Interests of a Controlling Shareholders and Approval of Certain Transactions."

Exculpation, Insurance and Indemnification of Office Holders

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 the company's articles of association. Our articles of association include such a provision. However, we may not exculpate an office holder for an action or transaction in which a controlling shareholder or any other office holder (including an office holder who is not the office holder we have undertaken to exculpate) has a personal interest (within the meaning of the Companies Law). We may also not exculpate in advance a director from liability arising out of a prohibited dividend or distribution to shareholders.

Under the Companies Law, a company may indemnify an office holder for the following liabilities, payments and expenses incurred for acts performed by him or her, as an office holder, either pursuant to an undertaking given by the company in advance of the act or following the act, provided its articles of association authorize such indemnification:

- a monetary 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. Such undertaking shall detail the foreseen events and amount, or criteria mentioned above;

- reasonable litigation expenses, including reasonable attorneys' fees, incurred by the office holder (1) 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 (i) no indictment was filed against such office holder as a result of such investigation or proceeding; and (ii) no financial liability 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 (*mens rea*); and (2) 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 (*mens rea)*.

In addition, under the Companies Law, a company may insure an office holder against the following liabilities incurred for acts performed by him or her as an office holder, to the extent provided in the company's articles of association:

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

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 the duty of care committed intentionally or recklessly, excluding a breach arising out of the negligent conduct of the office holder;

- an act or omission committed with intent to derive illegal personal benefit; or

- a fine or penalty levied against the office holder.

For the approval of exculpation, indemnification and insurance of office holders who are directors, see "— Compensation of Directors," for the approval of exculpation, indemnification and insurance of office holders who are not directors, see "—Compensation of Executive Officers" and for the approval of exculpation, indemnification and insurance of office holders who are controlling shareholders, see "— Fiduciary Duties and Approval of Related Party Transactions under Israeli Law — Disclosure of Personal Interests of a Controlling Shareholder and Approval of Certain Transactions."

Our articles of association permit us to exculpate, indemnify and insure our office holders to the fullest extent permitted under the Companies Law (other than indemnification for litigation expenses in connection with a monetary sanction); provided that we may not exculpate an office holder for an action or transaction in which a controlling shareholder or any other office holder (including an office holder who is not the office holder we have undertaken to exculpate) has a personal interest (within the meaning of the Companies Law).

We have entered into indemnification and exculpation agreements with each of our current office holders exculpating them from a breach of their duty of care to us to the fullest extent permitted by the Companies Law (provided that we may not exculpate an office holder for an action or transaction in which a controlling shareholder or any other office holder (including an office holder who is not the office holder we have undertaken to exculpate) has a personal interest (within the meaning of the Companies Law)) and undertaking to indemnify them to the fullest extent permitted by the Companies Law (other than indemnification for litigation expenses in connection with a monetary sanction), to the extent that these liabilities are not covered by insurance. This indemnification is limited to events determined as foreseeable by our board of directors based on our activities, as set forth in the indemnification agreements. Under such agreements, the maximum aggregate amount of indemnification that we may pay to all of our office holders together is (i) for office holders who joined our company before May 31, 2013, the greater of 30% of the shareholders equity according to our most recent financial statements (audited or reviewed) at the time of payment and NIS 20 million, and (ii) for office holders who joined our company after May 31, 2013, 25% of the shareholders equity according to our most recent financial statements (audited or reviewed) at the time of payment.

We are not aware of any pending or threatened litigation or proceeding involving any of our office holders as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any office holder.

C. Board Practices

Board of Directors

Under our articles of association, the number of directors on our board of directors (including external directors) must be no less than five and no more than 11. Our board of directors currently consists of nine directors, including two external directors. All of our current directors qualify as "independent directors" under the Nasdaq listing requirements, such that we comply with the Nasdaq Listing Rule that requires that a majority of our board of directors be comprised of independent directors, within the meaning of Nasdaq Listing Rules.

Other than our external directors who are subject to special election requirements under the Companies Law, our directors are elected by the vote of a majority of the ordinary shares present, in person or by proxy, and voting at a shareholders' meeting. Each director (other than our external directors) holds office until the first annual general meeting of shareholders following his or her appointment, unless the tenure of such director expires earlier pursuant to the Companies Law or unless he or she is removed from office as described below.

Vacancies on our board of directors, including vacancies resulting from there being fewer than the maximum number of directors permitted by our articles of association, may generally be filled by a vote of a simple majority of the directors then in office. See "— External Directors" for a description of the procedure for the election of external directors.

A general meeting of our shareholders may remove a director (other than our external directors) from office prior to the expiration of his or her term in office by a resolution adopted by holders of a majority of our shares voting on the proposed removal, provided that the director being removed from office is given a reasonable opportunity to present his or her case before the general meeting. See "— External Directors" for a description of the procedure for the removal of external directors.

External Directors

Under the Companies Law, companies incorporated under the laws of the State of Israel that are "public companies," must appoint at least two external directors who meet the qualification requirements in the Companies Law.

According to regulations promulgated under the Companies Law, a company whose shares are traded on certain stock exchanges outside Israel (including the Nasdaq Global Select Market, such as our company) that does not have a controlling shareholder and that complies with the requirements of the laws of the foreign jurisdiction where the company's shares are listed, as they apply to domestic issuers, with respect to the appointment of independent directors and the composition of the audit committee and compensation committee, may elect to exempt itself from the requirements of Israeli law with respect to the requirement to appoint external directors and related rules concerning the composition of the audit committee and compensation committee of the board of directors. If a company has elected to avail itself from the requirement to appoint external directors and at the time a director is appointed all members of the board of directors are of the same gender, a director of the other gender must be appointed. We relied on such exemption between January 30, 2017 and until the closing of the September 2023 private placement, as a result of which FIMI Opportunity Funds became our controlling shareholder (within the meaning of the Companies Law), and therefore, we ceased to be entitled to rely on the relief from external directors and are required to comply with the Israeli law requirements relating to the appointment of external directors and the composition of our audit committee and compensation committee. Accordingly, in August 2023, our shareholders approved the election of Prof. Benjamin Dekel and Assaf Itshayek as external directors (within the meaning of the Companies Law), each to serve for an initial three-year term, effective as of September 7, 2023.

The Companies Law provides that a person may not serve as an external director if the person is a relative (as such term is defined in the Companies Law) of a controlling shareholder or if, on the date of the person's appointment or within the preceding two years, the person or his or her relatives (as such term is defined in the Companies Law), partners, employers or anyone to whom that person is subordinate (directly or indirectly), or entities under the person's control have or had any affiliation with the company, the controlling shareholder of the company or relative of a controlling shareholder, at the time of the appointment, or any entity that, as of the appointment date is, or at any time during the two years preceding that date was, controlled by the company or by the company's controlling shareholder (each an "Affiliated Party"). The term "affiliation" generally includes: an employment relationship; a business or professional relationship maintained on a regular basis (excluding insignificant relationships); control; and service as an office holder (excluding service as a director in a private company prior to the first offering of its shares to the public if such director was appointed as a director of the private company in order to serve as an outside director following the initial public offering). Notwithstanding the foregoing, a person may not serve as an external director if that person or that person's relative, partner, employer, a person to whom such person is subordinate (directly or indirectly) or any entity under the person's control has a business or professional relationship with any entity or person that has an affiliation with any Affiliated Party, even if such relationship is intermittent (excluding insignificant relationships). Additionally, any person who has received, during his or her tenure as an external director, direct or indirect compensation from the company for his or her role as a director, other than compensation permitted under the Companies Law and the regulations promulgated thereunder (including indemnification or exculpation, the company's commitment to indemnify or exculpate such person and insurance coverage), may not continue to serve as an external director.

No person may serve as an external director if the person's positions or other affairs create, or may create, a conflict of interest with that person's responsibilities as a director, or may otherwise interfere with such person's ability to serve as a director, or if the person is an employee of the Israel Securities Authority or of an Israeli stock exchange. If at the time an external director is appointed all current members of the board of directors, who are not the controlling shareholder or relatives of the controlling shareholder, are of the same gender, then the external director to be appointed must be of the other gender. In addition, a person who is a director of a company may not be elected as an external director of another company if, at that time, a director of the other company is acting as an external director of the first company.

An external director must meet certain professional qualifications or have financial and accounting expertise, as such terms are defined under regulations promulgated pursuant to the Companies Law. At least one external director must have financial and accounting expertise. The board of directors determines whether a director possesses financial and accounting expertise or professional qualifications. Our Board of Directors has determined that Assaf Itshayek has financial and accounting expertise and Prof. Benjamin Dekel has the requisite professional qualifications.

External directors are elected by shareholders by the affirmative vote of the holders of a majority of the ordinary shares represented at the meeting, in person or by proxy, entitled to vote and voting on the matter, provided that one of the following conditions is met: (i) the shares voting in favor of the election of the external director (excluding abstentions) include at least a majority of the shares voted by shareholders who are not controlling shareholders and shareholders who do not have a personal interest in such election (excluding a personal interest that is not related to a relationship with a controlling shareholder), or (ii) the total number of shares voted against the election by shareholders referred to in clause (i) does not exceed 2% of our outstanding voting rights.

Under Israeli law, the initial term of an external director of an Israeli public company is three years. An external director may be re-elected, subject to certain circumstances and conditions, to two additional terms of three years, and as a company whose shares are listed on the TASE and a foreign exchange, our external directors may be elected to additional terms of three years each, subject to conditions set out in regulations promulgated under the Companies Law.

An external director may be removed at a special general meeting of shareholders called by the board of directors by the same special majority of the shareholders required for his or her election (as detailed above) if he or she ceases to meet the statutory qualifications for appointment or if he or she violates his or her duty of loyalty to the company. An external director may also be removed by order of an Israeli court if the court finds that the external director is permanently unable to exercise his or her duties, has ceased to meet the statutory qualifications for his or her appointment or has violated his or her duty of loyalty to the company.

If the vacancy of an external directorship causes a company to have fewer than two external directors, the company's board of directors is required under the Companies Law to call a special general meeting of the company's shareholders as soon as possible to appoint such number of new external directors so that the company thereafter has two external directors.

Each committee authorized to exercise any of the powers of the board of directors is required to include at least one external director, and both the audit committee and compensation committee are required to include all of the external directors.

An external director is entitled to compensation as provided in regulations adopted under the Companies Law and is otherwise prohibited from receiving any other compensation, directly or indirectly, in connection with such service.

Audit Committee

We have an audit committee consisting of Ms. Lilach Payorski, an independent director under the Companies Law and Nasdaq Listing Rules, and our external directors, Mr. Assaf Itshayek and Prof. Benjamin Dekel. Mr. Assaf Itshayek serves as the chairman of the audit committee.

Under the Companies Law, publicly traded companies must establish an audit committee. The audit committee must consist of at least three members, and must include all the company's external directors, including one external director serving as chair of the audit committee; and the majority of the audit committee members must be "independent directors" (as such term is defined in the Companies Law). The chairman of the board of directors, directors employed by, or that provide services on a regular basis to, the company or to a controlling shareholder or a company controlled by a controlling shareholder, or a director whose main livelihood depends on a controlling shareholder, or any controlling shareholder and any relative of a controlling shareholder may not be a member of the audit committee. An audit committee may not approve an action or a transaction with an officer or director, a transaction in which an officer or director has a personal interest, a transaction with a controlling shareholder or certain other transactions specified in the Companies Law, unless at the time of approval two external directors are serving as members of the audit committee and at least one of the external directors was present at the meeting in which approval was granted.

Under the Exchange Act and Nasdaq listing requirements, we are required to maintain an audit committee consisting of at least three independent directors, each of whom is financially literate and one of whom has accounting or related financial management expertise. Our board of directors has affirmatively determined that each member of our audit committee qualifies as an "independent director" for purposes of serving on an audit committee under the Exchange Act and Nasdaq listing requirements. Our board of directors has determined that Lilach Payorski qualifies as an "audit committee financial expert," as defined in Item 407(d)(5) of Regulation S-K. All members of our audit committee meet the requirements for financial literacy under the applicable rules and regulations of the SEC and Nasdaq.

Audit Committee Role

Our audit committee generally provides assistance to our board of directors in fulfilling its legal and fiduciary obligations in matters involving our accounting, auditing, financial reporting and internal control functions by reviewing the services of our independent accountants and reviewing their reports regarding our accounting practices and systems of internal control over financial reporting. Our audit committee also oversees the audit efforts of our independent accountants. Our audit committee also acts as a corporate governance compliance committee and oversees the implementation and amendment, from time to time, of our policies for compliance with Israeli and U.S. securities laws and applicable Nasdaq corporate governance requirements, including non-use of inside information, reporting requirements, our engagement with related parties, whistleblower complaints and protection, and is also responsible for the handling of any incidents that may arise in violation of our policies or applicable securities laws. Our board of directors has adopted an audit committee charter setting forth the specific responsibilities of the audit committee consistent with the Companies Law, and the rules and regulations of the SEC and the Nasdaq listing requirements, which include:

- oversight of our independent auditors and recommending the engagement, compensation or termination of engagement of our independent auditors to the board of directors or shareholders for their approval, as applicable, in accordance with the requirements of the Companies Law;
- pre-approval of audit and non-audit services to be provided by the independent auditors;
- reviewing and recommending to the board of directors the approval of our quarterly and annual financial reports; and
- overseeing the implementation and amendment of our policies for compliance with Israeli and U.S. securities laws and applicable Nasdaq corporate governance requirements.

Additionally, under the Companies Law, the role of the audit committee includes: (1) determining whether there are delinquencies in the business management practices of our company, including in consultation with our internal auditor or our independent auditor, and making recommendations to the board of directors to improve such practices; (2) determining whether to approve certain related party transactions (including transactions in which an office holder has a personal interest) and whether any such transaction is an extraordinary or material transaction under the Companies Law; (3) determining whether a competitive process must be implemented for the approval of certain transactions with controlling shareholders or in which a controlling shareholder has a personal interest (whether or not the transaction is an extraordinary transaction), under the supervision of the audit committee or other party determined by the audit committee and in accordance with standards determined by the audit committee, or whether a different process determined by the audit committee should be implemented for the approval of such transactions; (4) determining the process for the approval of certain transactions with controlling shareholders that the audit committee has determined are not extraordinary transactions but are not immaterial transactions; (5) where the board of directors approves the work plan of the internal auditor, examining such work plan before its submission to the board of directors and proposing amendments thereto; (6) examining our internal controls and internal auditor's performance, including whether the internal auditor has sufficient resources and tools to dispose of its responsibilities; (7) examining the scope of our auditor's work and compensation and submitting its recommendation with respect thereto to the corporate body considering the appointment thereof (either the board of directors or the shareholders at the general meeting); and (8) establishing procedures for the handling of employees' complaints as to the management of our business and the protection to be provided to such employees.

Compensation Committee

We have a compensation committee consisting of Ms. Lilach Payorski, an independent director under the Companies Law and Nasdaq Listing Rules, and our external directors, Mr. Assaf Itshayek and Prof. Benjamin. Mr. Assaf Itshayek serves as the chairman of the compensation committee.

Under the Companies Law, publicly traded companies must establish a compensation committee, including an external director serving as chair of the compensation committee. The compensation committee must consist of at least three members and must include all of the company's external directors, who must form a majority of its members. The additional members of the compensation committee must satisfy the criteria for remuneration applicable to the external directors. The restrictions under the Companies Law regarding who may serve on the audit committee, as detailed above, apply to membership on the compensation committee.

Under Nasdaq listing requirements, we are required to maintain a compensation committee consisting of at least two members, each of whom is an "independent director" under the Nasdaq listing requirements. Our board of directors has affirmatively determined that each member of our compensation committee qualifies as an "independent director" under the Nasdaq listing requirements.

Compensation Committee Role

In accordance with the Companies Law, the roles of the compensation committee are, among others, as follows:

- recommending to the board of directors with respect to the approval of the compensation policy for office holders and, once every three years, regarding any extensions to a compensation policy that was adopted for a period of more than three years;
- reviewing the implementation of the compensation policy and periodically recommending to the board of directors with respect to any amendments or updates of the compensation policy;

- resolving whether or not to approve arrangements with respect to the terms of office and employment of office holders; and

- exempting, under certain circumstances, a transaction with our Chief Executive Officer from the approval of the general meeting of our shareholders.

We rely on the "foreign private issuer exemption" with respect to the Nasdaq requirement to have a formal charter for the compensation committee.

Strategy Committee

Our strategy committee currently consists of Ms. Lilach Asher-Topilsky, Mr. David Tsur and Mr. Uri Botzer. Ms. Lilach Asher-Topilsky serves as the chair of the strategy committee.

The roles of our strategy committee are (among others): (1) reviewing periodically and making recommendations to the board of directors with respect to our strategic plan and overall strategy, our research and development plan, annual work plan and budget, strategy with respect to mergers and acquisitions, and any strategic initiatives identified our board of directors or management from time to time, including the exit from existing lines of business and entry into newlines of business, joint ventures, acquisitions, investments, dispositions of business and assets and business expansions; (2) guiding management in the development of our strategy, including reviewing and discussing with management our strategic direction and initiatives and the risks and opportunities associated with our strategy; (3) reviewing with management the process for development, approval and modification of the strategy and strategic plan; (4) assisting management with identifying key issues, options and external developments impacting our strategy; (5) reviewing management's progress in implementing our global strategy; and (6) ensuring the board of directors is regularly apprised of the progress with respect to implementation of any approved strategy.

Internal Auditor

Under the Companies Law, the board of directors of a public company must appoint an internal auditor recommended by the audit committee. The role of the internal auditor is, among other things, to examine whether a company's actions comply with applicable law and orderly business procedure. Under the Companies Law, the internal auditor may not be an "interested party" or an office holder, or a relative of an interested party or of an office holder, nor may the internal auditor be the company's independent accounting firm or anyone acting on its behalf. An "interested party" is defined in the Companies Law as (i) a holder of 5% or more of the company's outstanding shares or voting rights, (ii) any person or entity (or relative of such person) who has the right to designate one or more directors or to designate the chief executive officer of the company, or (iii) any person who serves as a director or as a chief executive officer of the company. Tali Yaron of Brightman Almagor Zohar & Co. (a Firm in the Deloitte Global Network) serves as our internal auditor.

Fiduciary Duties and Approval of Related Party Transactions under Israeli Law

Fiduciary Duties of Office Holders

The Companies Law codifies the fiduciary duties that office holders owe to a company. Each person listed in the table under "Management — Executive Officers and Directors" is an office holder under the Companies Law.

An office holder's fiduciary duties consist of a duty of care and a duty of loyalty. The duty of care requires an office holder to act with the level of care with which a reasonable office holder in the same position would have acted under the same circumstances. The duty of care includes, among other things, a duty to use reasonable means, in light of the circumstances, to obtain:

- information on the advisability of a given action brought for his or her approval or performed by the director in his or her capacity as a director; and

- all other important information pertaining to such action.

The duty of loyalty requires an office holder to act in good faith and for the benefit of the company, and includes, among other things, the duty to:

- refrain from any act involving a conflict of interests between the performance of his or her duties to the company and his or her other duties or personal affairs;

- refrain from any activity that is competitive with the business of the company;

- refrain from exploiting any business opportunity of the company to receive a personal gain for himself or herself or others; and

- disclose to the company any information or documents relating to the company's affairs which the office holder received as a result of his or her position as an office holder.

We may approve an act specified above which would otherwise constitute a breach of the office holder's duty of loyalty provided that the office holder acted in good faith, the act or its approval does not harm the company and the office holder discloses his or her personal interest a sufficient amount of time before the date for discussion of approval of such act.

Disclosure of Personal Interests of an Office Holder and Approval of Transactions

The Companies Law requires that an office holder promptly disclose to the company any "personal interest" that he or she may have, and all related material information or documents relating to any existing or proposed transaction by the company. A "personal interest" is defined under the Companies Law as the personal interest of a person in an action or in a transaction of the company, including the personal interest of such person's relative or of any other corporate entity in which such person and/or such person's relative is a director, general manager or chief executive officer, a holder of 5% or more of the outstanding shares or voting rights, or has the right to appoint at least one director or the general manager, but excluding a personal interest arising solely from ownership of shares in the company. A personal interest includes the personal interest of a person for whom the office holder holds a voting proxy and the personal interest of a person voting as a proxy, even when the person granting such proxy has no personal interest. An interested office holder's disclosure must be made promptly and no later than the first meeting of the board of directors at which the transaction is considered. An office holder is not obliged to disclose such information if the personal interest of the office holder derives solely from the personal interest of his or her relative in a transaction that is not considered as an "extraordinary transaction."

An "extraordinary transaction" is defined under the Companies Law as any of the following:

- a transaction other than in the ordinary course of business;
- a transaction that is not on market terms; or
- a transaction that is likely to have a material impact on the company's profitability, assets or liabilities.

Under the Companies Law, unless the articles of association of a company provide otherwise, a transaction with an office holder or with a third party in which the office holder has a personal interest, and which is not an extraordinary transaction, requires approval by the board of directors. Our articles of association do not provide for a different method of approval. If the transaction is an extraordinary transaction with an office holder or third party in which the office holder has a personal interest, then audit committee approval is required prior to approval by the board of directors. The audit committee determines whether any such transaction is an "extraordinary transaction" (within the meaning of the Companies Law). For the approval of compensation arrangements with directors and officers who are controlling shareholders, see "— Disclosures of Personal Interests of a Controlling Shareholder and Approval of Certain Transactions," for the approval of compensation arrangements with directors, see "— Compensation of Directors" and for the approval of compensation arrangements with office holders who are not directors, see "— Compensation of Executive Officers."

Subject to certain exceptions, any person who has a personal interest in the approval of a transaction that is brought before a meeting of the board of directors or the audit committee may not be present at the meeting, unless such person is an office holder and invited by the chairman of the board of directors or of the audit committee, as applicable, to present the matter being considered, and may not vote on the matter. In addition, a director who has a personal interest in the approval of a transaction may be present at the meeting and vote on the matter if a majority of the directors or members of the audit committee, as applicable, have a personal interest in the transaction. In such case, shareholder approval is also required.

Disclosure of Personal Interests of a Controlling Shareholder and Approval of Certain Transactions

Pursuant to the Companies Law, the disclosure requirements regarding personal interests that apply to office holders also apply to a controlling shareholder of a public company. For this purpose, a controlling shareholder is a shareholder who has the ability to direct the activities of a company, including a shareholder who owns 25% or more of the voting rights if no other shareholder owns more than 50% of the voting rights. Two or more shareholders with a personal interest in the approval of the same transaction are deemed to be one shareholder.

Extraordinary transactions with a controlling shareholder or in which a controlling shareholder has a personal interest, the terms of services provided by a controlling shareholder or his or her relative, directly or indirectly (including through a corporation controlled by a controlling shareholder), the terms of employment of a controlling shareholder or his or her relative who is employed by the company and who is not an office holder and the terms of service and employment, including exculpation, indemnification or insurance, of a controlling shareholder or his or her relative who is an office holder, require the approval of each of the audit committee or the compensation committee with respect to terms of service and employment by the company as an office holder, employee or service provider, the board of directors and the shareholders, in that order. In addition, the shareholder approval must fulfill one of the following requirements:

- at least a majority of the shares held by shareholders who have no personal interest in the transaction and who are present and voting at the meeting on the matter are voted in favor of approving the transaction, excluding abstentions; or
- the shares voted against the transaction by shareholders who have no personal interest in the transaction who are present and voting at the meeting represent no more than 2% of the voting rights in the company.

Each shareholder voting on the approval of an extraordinary transaction with a controlling shareholder must inform the company prior to voting whether or not he or she has a personal interest in the approval of the transaction, otherwise, the shareholder is not eligible to vote on the proposal and his or her vote will not be counted for purposes of the proposal.

Any extraordinary transaction with a controlling shareholder or in which a controlling shareholder has a personal interest with a term of more than three years requires approval every three years, unless the audit committee determines that the duration of the transaction is reasonable given the circumstances related thereto.

Pursuant to regulations promulgated under the Companies Law, certain transactions with a controlling shareholder or his or her relative, or with directors, relating to terms of service or employment, that would otherwise require approval of the shareholders may be exempt from shareholder approval upon certain determinations of the audit committee and board of directors.

Duties of Shareholders

Under the Companies Law, a shareholder has a duty to refrain from abusing his or her power in the company and to act in good faith and in a customary manner in exercising its rights and performing its obligations to the company and other shareholders, including, among other things, when voting at meetings of shareholders on the following matters:

- an amendment to the company's articles of association;
- an increase in the company's authorized share capital;
- a merger; and
- the approval of related party transactions and acts of office holders that require shareholder approval.

A shareholder also has a general duty to refrain from discriminating against other shareholders.

In addition, certain shareholders have a duty to act with fairness towards the company. These shareholders include any controlling shareholder, any shareholder who knows that his or her vote can determine the outcome of a shareholder vote, and any shareholder that, under a company's articles of association, has the power to appoint or prevent the appointment of an office holder or has another power with respect to the company. The Companies Law does not define the substance of this duty except to state that the remedies generally available upon a breach of contract will also apply in the event of a breach of the duty to act with fairness.

Approval of Significant Private Placements

Under the Companies Law, a significant private placement of securities requires approval by the board of directors and the shareholders by a simple majority. A private placement is considered a significant private placement if it will cause a person to become a controlling shareholder or if all of the following conditions are met:

- the securities issued amount to 20% or more of the company's outstanding voting rights before the issuance;
- some or all of the consideration is other than cash or listed securities or the transaction is not on market terms; and
- the transaction will increase the relative holdings of a shareholder who holds 5% or more of the company's outstanding share capital or voting rights or that will cause any person to become, as a result of the issuance, a holder of more than 5% of the company's outstanding share capital or voting rights.

D. Employees

Set forth below is a chart showing the number of people we employed at the times indicated:

	As of December 31,		
	2024	**2023**	**2022**
Total Employees	**420**	**378**	**379**
Located in Israel	374	347	360
Located in the United States	44	29	17
Located in Other Countries	2	2	2
In Research and Development	42	38	37
In General and Administrative	62	57	52
In Operations	278	249	259
In Sales and Marketing	38	34	31

We signed a collective bargaining agreement with the Histadrut (General Federation of Labor in Israel) and the employees' committee established by our employees at our Beit Kama facility in December 2013, which expired in December 2017. In November 2018, we signed a further collective bargaining agreement with the employees' committee and the Histadrut, which expired in December 2021. In July 2022, we signed a new collective agreement with the employee's committee and the Histadrut; while the agreement will be effective through the end of 2029, certain economic terms may be renegotiated by the parties following the four-year anniversary of the agreement. The collective bargaining agreement governs certain aspects of our employee-employer relations, such as: firing procedures, annual salary raise, and eligibility for certain compensation terms and welfare. Approximately 281 of our employees, all of whom are located at our Beit Kama facility, currently work under the collective bargaining agreement signed in July 2022. We have experienced labor disputes and work stoppages in the past at our Beit Kama facility. For example, on March 3, 2022, during the course our negotiations with the Histadrut and the employees' committee on the renewal of the collective bargaining agreement, the employee's committee declared a labor dispute, and on April 26, 2022, a strike was initiated by the employees' committee, which continued until signed agreement was signed in July 2022, at which time the unionized employees returned to work at the Beit Kama facility. In addition, in December 2020, during the course of our negotiations with the Histadrut and the employees' committee on severance remuneration for employees who may be laid-off as part of the workforce down-sizing as a result of the transfer of GLASSIA manufacturing to Takeda, the employee's committee declared a labor dispute, which was subsequently concluded during February 2021 following the execution of a special collective bargaining agreement governing such severance terms. In March 2023, we entered into an additional special collective bargaining agreement with the employees' committee and the Histadtrut governing severance remuneration terms for employees who may be laid-off in connection with the potential staff reductions, when needed, in order to adjust to lower plant utilization.

In regard to our Israeli employees, Israeli labor laws govern the length of the workday, minimum wages for employees, procedures for hiring and dismissing employees, determination of severance pay, annual leave, sick days, advance notice of termination of employment, equal opportunity and anti-discrimination laws and other conditions of employment. Subject to certain exceptions, Israeli law generally requires severance pay upon the retirement, death or dismissal of an employee, and requires us and our employees to make payments to the National Insurance Institute, which is similar to the U.S. Social Security Administration. Our employees have defined benefit pension plans that comply with the applicable Israeli legal requirements.

Extension orders issued by the Ministry of Labor, Social Affairs, and Social Services apply to us and affect matters such as cost of living adjustments to payroll, length of working hours and week, recuperation pay, travel expenses, and pension rights.

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares by each of our directors and executive officers and all of current directors and executive officers as a group.

The percentage of beneficial ownership of our ordinary shares is based on 57,505,031 ordinary shares outstanding as of March 5, 2025. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting power or investment power with respect to securities. All ordinary shares subject to options exercisable into ordinary shares and restricted share units that will become vested, as applicable, within 60 days of the date of the table are deemed to be outstanding and beneficially owned by the shareholder holding such options and restricted share units for the purpose of computing the number of shares beneficially owned by such shareholder. They are not, however, deemed to be outstanding and beneficially owned for the purpose of computing the percentage ownership of any other shareholder.

	Ordinary Shares Beneficially Owned	
Name	**Number**	**Percentage**
Executive Officers		
Amir London (1)	441,875	*
Chaime Orlev (2)	112,833	*
Eran Nir (3)	89,098	*
Yael Brenner (4)	62,466	*
Hanni Neheman (5)	52,042	*
Nir Livneh (6)	20,000	*
Orit Pinchuk (7)	68,333	*
Liron Reshef (8)	20,000	*
Jon Knight (9)	45,000	*
Shavit Beladev (10)	52,043	*
Boris Gorelik (11)	45,000	*
Directors		
Lilach Asher-Topilsky (12)	41,500	*
Uri Botzer (13)	15,000	*
Ishay Davidi (14)	22,125,787	38.48%
Prof. Benjamin Dekel (15)	4,000	*
Karnit Goldwasser (16)	41,500	*
Assaf Itshayek (17)	4,000	*
Lilach Payorski (18)	15,000	*
Leon Recanati (19)	3,489,437	6.07%
David Tsur (20)	664,429	1.16%
Directors and executive officers as a group (20 persons) (21)	27,409,343	47.64%

* Less than 1% of our ordinary shares.

(1) Includes (i) 61,875 ordinary shares, and (ii) options to purchase 380,000 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 19.72 (or $5.54) per share, which expire between June 20, 2025, and June 22, 2029. Does not include unvested options to purchase 200,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(2) Includes (i) 11,633 ordinary shares, and (ii) options to purchase 101,200 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 19.60 (or $5.50) per share, which expire between December 20, 2025, and November 28, 2029. Does not include unvested options to purchase 90,000 ordinary shares units that are not exercisable within 60 days of the date of the table.

(3) Includes (i) 10,398 ordinary shares, and (ii) options to purchase 78,700 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 19.638 (or $5.51) per share, which expire between December 20, 2025 and August 28, 2028. Does not include unvested options to purchase 22,500 ordinary shares that are not exercisable within 60 days of the date of the table.

(4) Includes (i) 6,266 ordinary shares, and (ii) options to purchase 56,200 ordinary shares exercisable within 60 days of the date of the table, at exercise price of NIS 19.75 (or $5.54) per share, which expire between December 20, 2025, and August 28, 2028. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(5) Includes (i) 3,417 ordinary shares, and (ii) options to purchase 48,625 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 19.42 (or $5.45) per share, which expire between December 20, 2025, and August 28, 2028. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(6) Subject to options to purchase 20,000 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 17.67 (or $4.96) per share, which expire on October 23, 2029. Does not include unvested options to purchase 20,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(7) Includes (i) 12,133 ordinary shares, and (ii) options to purchase 56,200 ordinary shares exercisable within days of the date of the table, at an exercise price of NIS 19.75 (or $5.54) per share, which expire between December 20, 2025, and August 28, 2028. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(8) Includes options to purchase 20,000 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 16.75 (or $4.70) per share, which expire on September 2, 2029. Does not include unvested options to purchase 20,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(9) Subject to options to purchase 45,000 ordinary shares exercisable within 60 days of the date of the table, at an exercise price of $5.88 per share, which expire on September 9, 2028. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(10) Includes (i) 3,418 ordinary shares, and (ii) options to purchase 48,625 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 19.42 (or $5.45) per share, which expire between December 20, 2025, and August 28, 2028. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(11) Includes options to purchase 45,000 ordinary shares exercisable within 60 days of the date of the table, at a weighted average exercise price of $5.04 per share, which expire between February 11, 2027, and January 16, 2029. Does not include unvested options to purchase 30,000 ordinary shares units that are not exercisable or do no vest, as applicable, within 60 days of the date of the table.

(12) Subject to options to purchase 41,500 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at an exercise price of NIS 22.11 (or $6.21) per share, which expire between September 25, 2026, and June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(13) Subject to options to purchase 15,000 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at an exercise price of NIS 17.35 (or $4.87) per share, which expire on June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(14) Includes (i) 22,084,287 shares indirectly beneficially owned through the FIMI 6 Funds and FIMI 7 Funds. and (ii) 41,500 ordinary shares subject to options held directly held by Mr. Ishay Davidi that are currently exercisable or exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 22.11 (or $6.21) per share, which expire between September 25, 2026, and June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares held by Mr. Ishay Davidi that are not exercisable within 60 days of the date of the table.

(15) Subject to options to purchase 4,000 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at an exercise price of NIS 19.71 (or $5.53) per share, which expire on March 7, 2030. Does not include ordinary shares subject to unvested options to purchase 12,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(16) Subject to options to purchase 41,500 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 22.11 (or $6.21) per share, which expire between September 25, 2026, and June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(17) Subject to options to purchase 4,000 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at an exercise price of NIS 19.71 (or $5.53) per share, which expire on March 7, 2030. Does not include ordinary shares subject to unvested options to purchase 12,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(18) Subject to options to purchase 15,000 ordinary shares that are currently exercisable or exercisable within 60 days of the date of the table, at an exercise price of NIS 19.36 (or $5.43) per share, which expire on June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(19) Mr. Recanati (i) directly holds 631,145 ordinary shares and (ii) beneficially owns 1,455,457 ordinary shares through Gov Financial Holdings Ltd. ("Gov") and 1,346,335 ordinary shares through Insight Capital Ltd. ("Insight"), both of which are wholly owned by Mr. Recanati. In addition, includes options to purchase 56,500 ordinary shares directly held by Mr. Recanati that are currently exercisable or exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 21.91 (or $6.15) per share, which expire between June 20, 2025, and June 22, 2029. Does not include ordinary shares subject to unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(20) Mr. David Tsur directly holds 607,929 ordinary shares. In addition, includes options to purchase 56,500 ordinary shares directly held by Mr. Tsur that are currently exercisable or exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 21.91 (or $6.15) per share, which expire between June 20, 2025, and June 22, 2029. Does not include unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

(21) See footnotes (1)-(20) for certain information regarding beneficial ownership.

Equity Compensation Plan

In July 2011, we adopted our 2011 Israeli Share Option Plan and in September 2016, we amended and renamed it as the 2011 Israeli Share Award Plan (the "2011 Plan"). The 2011 Plan expired in July 2021 and in August 2021, we extended the 2011 Plan by an additional ten years, until August 9, 2031, and adopted a few additional amendments to the 2011 Plan and the 2011 Plan was further amended in October 2022. References below to the "2011 Plan" refer to the 2011 Plan as amended in August 2021 and October 2022. Under the 2011 Plan, we are authorized to grant options and restricted share units to directors, officers, employees, consultants and service providers of our company and subsidiaries. The 2011 Plan is intended to enhance our ability to attract and retain desirable individuals by increasing their ownership interests in us. The 2011 Plan is designed to reflect the provisions of the Israeli Income Tax Ordinance [New Version], 1961 (the ("Israeli Income Tax Ordinance"), which affords certain tax advantages to Israeli employees, officers and directors that are granted equity awards (including options and restricted stock units) in accordance with its terms. The 2011 Plan may be administered by our board of directors either directly or upon the recommendation of the compensation committee.

In February 2022, the Board of Directors adopted the U.S. Taxpayer Appendix to the 2011 Plan (the "US Appendix"), which provides for the grant of options and restricted shares to persons who are subject to U.S. federal income tax. The Appendix provides for the grant to U.S. employees of options that qualify as incentive stock options ("ISOs") under the U.S. Internal Revenue Code of 1986, as amended. The aggregate maximum number of ordinary shares that may be issued upon the exercise of ISOs granted under the 2011 Plan is 500,000. The grant of ISO's was subject to the approval of the Appendix by our shareholders within 12 months of its approval by our Board of Directors. The US Appendix was approved by our shareholders at the annual general meeting held in December 2022.

We have granted options to our employees, officers and directors under the 2011 Plan. Each option granted under the 2011 Plan entitles the grantee to purchase one of our ordinary shares. In general, the exercise price of options granted to directors and officers under the 2011 Plan prior to January 1, 2020, is generally equal to the higher of (i) the average closing price of our ordinary shares on the TASE during the 30-TASE trading days immediately prior to board approval of the grant of such options plus 5%; and (ii) the closing price of our ordinary shares on the TASE on the date of the approval of the grant of options. The exercise price of options granted to directors and officers under the 2011 Plan following January 1, 2020 is generally equal to the higher of (i) the average closing price of our ordinary shares on the TASE during the 30-TASE trading days immediately prior to board approval of the grant of such options; and (ii) the closing price of our ordinary shares on the TASE on the date of the approval of the grant of options. Options granted under the 2011 Plan are exercised by way of net exercise and accordingly, the grantee is not required to pay the exercise price when exercising the options and instead, receives, upon exercise and sale of such number of ordinary shares, an amount which is equal to the difference between the total market value of the ordinary shares on the date of exercise and sale underlying the exercised options and the total exercise price for such options. The actual number of shares issued pursuant to the net exercise of the options is equal to the number of shares subject to the option less the number of shares tendered back to the company to pay the exercise price.

Options granted under the 2011 Plan generally vest in four equal installments, 25% each on each of the four anniversaries of the date of grant. Options granted under the 2011 Plan are generally exercisable for 6.5 years following the date of grant (unless the expiration date of the options is within a blackout period, in which case the expiration date is extended until the date that is five trading days following the expiration of the blackout period) and all unexercised options will expire immediately thereafter. Options that have vested prior to the end of a grantee's employment or services agreement with us may generally be exercised within 90 days from the end of such grantee's employment or services with us, unless such relationship was terminated for cause. Options which are not exercised during such 90-day period expire at the end of the period, unless upon termination of such 90-day period there is an ongoing black-out period during which time the options may not be exercised, in which case our Chief Executive Officer or Chief Financial Officer is entitled to extend the exercise period for specified limited periods. Options that have not vested on the date of the end of a grantee's employment or services agreement with us, and, in the event of termination of employment or services for cause, all unexercised options (whether vested or not), expire immediately upon termination.

We previously granted restricted share units to our officers and several of our employees under the 2011 Plan, which vested over a period of four years in 13 installments: 25% of the restricted share units vest on the first anniversary of the grant date and 6.25% of the remaining restricted share units vest at the end of each quarter thereafter.

In the event of certain transactions, such as our being acquired, or a merger or reorganization or a sale of all or substantially all of our shares or assets, the board or compensation committee may take one of the following actions: (i) provide that awards then outstanding under the 2011 Plan shall be assumed or substituted for shares or other securities of the surviving or acquiring entity, under such terms and conditions determined by the board or the compensation committee; (ii) provide for the acceleration of vesting of all a part of any awards then outstanding under the 2011 Plan, under such terms and conditions as the Board or the compensation committee shall determine; or (iii) provide for the cancellation of any award without any consideration, if the fair market value per share on the date of the transaction does not exceed the purchase price of any such award or if such award would not otherwise be exercisable or vested, even in the event that the fair market value per share on the date of the transaction, exceeds the purchase price of any such award. The board or the compensation committee may determine that the terms of certain awards under the 2011 Plan include a provision that their vesting schedules will be accelerated such that they will be exercisable prior to the closing of such a transaction, if the awards are not assumed or substituted by the successor company.

Options and restricted share units granted under the 2011 Plan to our Israeli directors, officers and employees who are not controlling shareholders (within the meaning of Israeli tax law) are granted pursuant to the provisions of Section 102 of the Israeli Income Tax Ordinance, under the capital gains alternative. In order to comply with the capital gains alternative, all such options and restricted share units under the 2011 Plan are granted or issued to a trustee and are to be held by the trustee for at least two years from the date of grant. Under the capital gains alternative, we are not allowed an Israeli tax deduction for the grant of the options or issuance of the shares issuable thereunder.

As of December 31, 2024, an aggregate of 1,164,820 ordinary shares were reserved for future issuance under the 2011 Plan (subject to certain adjustments specified in the 2011 Plan), and options to purchase 2,818,071 ordinary shares were outstanding under the 2011 Plan, of which options to purchase 1,631,782 ordinary shares were vested as of such date. Any ordinary shares underlying options that expire prior to exercise that are forfeited under the 2011 Plan will become again available for issuance under the 2011 Plan.

F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

There was no erroneously awarded compensation that was required to be recovered pursuant to the Kamada Ltd. Recoupment Policy during the fiscal year ended December 31, 2024.

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

The following table sets forth information with respect to the beneficial ownership of our ordinary shares by each person known to us to own beneficially more than 5% of our ordinary shares.

The percentage of beneficial ownership of our ordinary shares is based on 57,505,031 ordinary shares outstanding as of March 1, 2025. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting power or investment power with respect to securities. All ordinary shares subject to options exercisable into ordinary shares within 60 days of the date of the table are deemed to be outstanding and beneficially owned by the shareholder holding such options for the purpose of computing the number of shares beneficially owned by such shareholder. Such shares are also deemed outstanding for purposes of computing the percentage ownership of the person holding the options. They are not, however, deemed to be outstanding and beneficially owned for the purpose of computing the percentage ownership of any other shareholder.

Except as described in the footnotes below, we believe each shareholder has voting and investment power with respect to the ordinary shares indicated in the table as beneficially owned.

Name	Number	Percentage
FIMI Funds(1)	22,084,287	38.4%
Phoenix Financial Ltd.(2)	4,242,018	7.38%
Leon Recanati(3)	3,489,437	6.07%

(1) Based solely upon, and qualified in its entirety with reference to, Amendment No. 3 to Schedule 13D filed with the SEC on September 7, 2023. According to the Statement, (A) (i) includes 4,421,909 shares directly owned by FIMI Opportunity Fund 6, L.P. and 5,030,799 shares directly owned by FIMI Israel Opportunity Fund 6, Limited Partnership (together, the "FIMI 6 Funds") and (ii) the 9,452,708 ordinary shares held by the FIMI 6 Funds are indirectly beneficially owned by FIMI 6 2016 Ltd. ("FIMI 6"), which serves as the managing general partner of the FIMI 6 Funds, and Or Adiv Ltd., a company controlled by Mr. Ishay Davidi, which controls FIMI 6; (B) (i) includes 4,911,158 shares directly owned by FIMI Opportunity 7, L.P. and 7,720,421 shares directly owned by FIMI Israel Opportunity Fund 7, Limited Partnership (together, the "FIMI 7 Funds") and (ii) the 12,631,579 ordinary shares held by the FIMI 7 Funds are indirectly beneficially owned by FIMI 7 2016 Ltd. ("FIMI 7"), which serves as the managing general partner of the FIMI 7 Funds, and O.D.N Seven Investments Ltd., a company controlled by Mr. Ishay Davidi, which controls FIMI 7; and (C) the 22,084,287 ordinary shares held by the FIMI 6 Funds and the FIMI 7 Funds are indirectly beneficially owned by Mr. Ishay Davidi. Information included in this footnote does not include 34,000 ordinary shares subject to options held directly by Mr. Ishay Davidi that are currently exercisable or exercisable within 60 days of the date of the table See Footnote (14) to the table under "Item 6. Directors, Senior Management and Employees — Share Ownership."

(2) Based solely upon, and qualified in its entirety with reference to, a notice dated January 2, 2025, submitted to the Company, reporting its holdings as of December 31, 2024. According to Amendment No. 17 to Schedule 13G filed with the SEC on November 14, 2024, the securities are beneficially owned by various direct or indirect, majority or wholly-owned subsidiaries of Phoenix Financial Ltd., each of which operates under independent management and makes its own independent voting and investment decisions.

(3) Mr. Recanati (i) directly holds 631,145 ordinary shares and (ii) beneficially owns 1,455,457 ordinary shares through Gov and 1,346,335 ordinary shares through Insight, both of which are wholly owned by Mr. Recanati. In addition, includes options to purchase 56,500 ordinary shares directly held by Mr. Recanati that are exercisable within 60 days of the date of the table, at a weighted average exercise price of NIS 21.91 (or $6.15) per share, which expire between June 20, 2025, and June 22, 2029. Does not include ordinary shares subject to unvested options to purchase 15,000 ordinary shares that are not exercisable within 60 days of the date of the table.

To our knowledge, based on information provided to us by our transfer agent in the United States, as of February 27, 2025, we had one shareholder of record registered with an address in the United States, holding approximately 17.83% of our outstanding ordinary shares. Such number is not representative of the portion of our shares held in the United States nor is it representative of the number of beneficial holders residing in the United States, since such ordinary shares were held of record by one U.S. nominee company, CEDE & Co.

To our knowledge, other than as disclosed in the table above, our other filings with the SEC and this Annual Report, there has been no significant change in the percentage ownership held by any major shareholder since January 1, 2022.

None of our shareholders has different voting rights from other shareholders. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

B. Related Party Transactions

Directors and Executive Officers Agreements and Arrangements

Exculpation, Indemnification and Insurance. We have entered into indemnification and exculpation agreements with each of our current officers and directors, exculpating them from a breach of their duty of care to us to the fullest extent permitted by the Companies Law (provided that we may not exculpate an office holder for an action or transaction in which a controlling shareholder or any other office holder (including an office holder who is not the office holder we have undertaken to exculpate) has a personal interest (within the meaning of the Companies Law)) and undertaking to indemnify them to the fullest extent permitted by the Companies Law (other than indemnification for litigation expenses in connection with a monetary sanction), including with respect to liabilities resulting from our initial public offering in the United States, to the extent such liabilities are not covered by insurance. Our office holders are covered by a directors and officers' liability insurance policy. See "Item 6. Directors, Senior Management and Employees — Exculpation, Insurance and Indemnification of Office Holders."

Employment Agreements. We have entered into employment agreements with our executive officers, which are terminable by either party for any reason. The employment agreements contain standard provisions, including confidentiality of information and assignment of invention provisions and non-competition clauses. See "Item 6. Directors, Senior Management and Employees — Compensation."

Equity Awards. From time to time, we grant options to our officers and directors and, in the past, granted restricted share units to our officers. For details regarding the beneficial ownership of our shares by our officers and directors, see "Item 6. Directors, Senior Management and Employees — Share Ownership."

FIMI Funds

FIMI Private Placements

On January 20, 2020, we entered into a share purchase agreement with the FIMI Funds to purchase, in a private placement, an aggregate of 4,166,667 ordinary shares at a price of $6.00 per share, for an aggregate $25 million gross proceeds. Concurrently, we entered into a registration rights agreement with the FIMI Funds, pursuant to which the FIMI Funds are entitled to customary demand registration rights (effective six months following the closing of the transaction) and piggyback registration rights with respect to our shares held by them. Upon the closing of the private placement, the beneficial ownership of the FIMI Funds increased from approximately 12.2% to 21.1% of our outstanding ordinary shares.

On May 23, 2023, we entered into a share purchase agreement with the FIMI Funds to purchase, in a private placement, an aggregate 12,631,579 ordinary shares at a price of $4.75 per share, for an aggregate $60 million gross proceeds. The private placement was approved by our shareholders on August 29, 2023, in accordance with Israeli law. Upon the closing of the private placement on September 7, 2023, the beneficial ownership of the FIMI Funds increased from approximately 21.1% to 38.4% of our outstanding ordinary shares and the FIMI Opportunity Funds became our controlling shareholder, within the meaning of the Companies Law. Concurrently with the execution of the share purchase agreement, we entered into an amended and restated registration rights agreement with the FIMI Funds pursuant to which, among other things, we undertook to file with the SEC a registration statement registering the resale of all of the ordinary shares held by the FIMI Funds, per its request, at any time commencing six months following the closing of the private placement.

Lilach Asher-Topilsky, the Chairman of our board of directors, Ishay Davidi and Uri Botzer, members of our board of directors, are partners of the FIMI Funds. For details regarding the beneficial ownership of the FIMI Funds and Messrs. Davidi and Botzer and Ms. Asher Topilsky see "Item 7. Major Shareholders and Related Party Transactions — Major Shareholders" and "Item 6. Directors, Senior Management and Employees — Share Ownership."

Shareholders' Agreement

Under a shareholders' agreement entered into on March 4, 2013, the Recanati Group, on the one hand, and the Damar Group, on the other hand, have each agreed to vote the ordinary shares beneficially owned by them in favor of the election of director nominees designated by the other group as follows: (i) three director nominees, so long as the other group beneficially owns at least 7.5% of our outstanding share capital, (ii) two director nominees, so long as the other group beneficially owns at least 5.0% (but less than 7.5%) of our outstanding share capital, and (iii) one director nominee, so long as the other group beneficially owns at least 2.5% (but less than 5.0%) of our outstanding share capital. In addition, to the extent that after the designation of the foregoing director nominees there are additional director vacancies, each of the Recanati Group and Damar Group have agreed to vote the ordinary shares beneficially owned by them in favor of such additional director nominees designated by the party who beneficially owns the larger voting rights in our company.

Engagements with Suppliers and Service Providers Affiliated with the FIMI Funds

We have entered into certain agreements in the ordinary course of our business for the purchase of certain products and services (such as security services, computing and information systems services, office equipment and recycling services) from entities controlled by or affiliated with the FIMI Funds, most of which were originally entered into prior to the FIMI Funds becoming a shareholder of our company and on an arm's length basis, and one of which was subsequently amended and extended following the FIMI Funds becoming our controlling shareholder. These agreements include customary terms and conditions as applicable to the type of supplied product or services.

Item 8. Financial Information

Consolidated Financial Statements

Consolidated financial statements are set forth under Item 18.

Legal Proceedings

In May 2022, we terminated a distribution agreement with a third-party engaged to distribute our Propriety Products in Russia and Ukraine (the "Distributor") and a power of attorney granted in connection with such distribution agreement to an affiliate of the Distributor (the "Affiliate"). On June 13, 2023, the Affiliate filed its Statement of Claim with the tribunal of first instance in Geneva, seeking alleged damages in the total amount of $6.7 million. We have filed a motion with the tribunal of first instance in Geneva challenging its jurisdiction over the Affiliate's claims, submitting that such claims should have been brought before an arbitral tribunal, as contractually agreed between the parties. During December 2024 we were advised by the tribunal of first instance in Geneva that it possesses all the necessary information to decide on its jurisdiction and its decision is expected in the coming months. Until the tribunal of first instance in Geneva rules on the motion, the Affiliate's claims will not be heard. No final decision has been made to date. At this time, it is not possible to assess the prospects of the claim against us and any potential liabilities and impact on our business.

In addition to the above, we are subject to various claims and legal actions during the ordinary course of our business. We believe that there are currently no claims or legal actions that would have a material adverse effect on our financial position, operations or potential performance.

Dividend Policy

While we have historically retained our earnings to finance operations and expand our business, on March 5, 2025, we announced a special cash dividend of $0.20 per share (approximately $11.5 million in the aggregate), with a record date (ex-dividend date) of March 17, 2025, which will be paid on April 7, 2025. We have not determined whether we will continue to make distributions in the future or refrain from similar distributions. Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend on a number of factors, including our financial condition, operating results, capital requirements, and other factors that the board of directors considers relevant.

Our ability to distribute dividends may be limited by future contractual obligations and by Israeli law. The Israeli Companies Law restricts our ability to declare dividends. Unless otherwise approved by a court, we can distribute dividends only from "profits" (as defined by the Israeli Companies Law), and only if there is no reasonable concern that the dividend distribution will prevent us from meeting our existing and foreseeable obligations as they become due. See Exhibit 2.1 "Description of Securities—Dividend and Liquidation Rights." The payment of dividends may be subject to Israeli withholding taxes. See "Item 10. Additional Information — *E. Taxation — Israeli Tax Considerations and Government Programs* — Taxation of Our Shareholders — Dividends."

B. Significant Changes

Except as disclosed elsewhere in this Annual Report, there have been no other significant changes since December 31, 2024, until the date of the filing of this Annual Report.

Item 9. The Offer and Listing

A. Offer and Listing Details

Our ordinary shares are listed on both Nasdaq and TASE under the symbol "KMDA."

B. Plan of Distribution

Not applicable.

C. Markets for Ordinary Shares

See "—Offer and Listing Details" above.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

A copy of our amended and restated articles of association is attached as Exhibit 1.1 to this Annual Report. Other than as set forth below, the information called for by this Item is set forth in Exhibit 2.1 to this Annual Report and is incorporated by reference into this Annual Report.

Establishment and Purposes of the Company

We were incorporated under the laws of the State of Israel on December 13, 1990, under the name Kamada Ltd. We are registered with the Israeli Registrar of Companies in Jerusalem. Our registration number is 51-152460-5. Our purpose as set forth in our amended articles of association is to engage in any lawful business.

Shareholder Meetings

Under the Companies Law, we are required to convene an annual general meeting of our shareholders at least once every calendar year and within a period of not more than 15 months following the preceding annual general meeting. In addition, the Companies Law provides that our board of directors may convene a special general meeting of our shareholders whenever it sees fit and is required to do so upon the written request of (i) two directors or one quarter of the serving members of our board of directors, or (ii) one or more holders of 5% or more of our outstanding share capital and 1% of our voting power, or the holder or holders of 5% or more of our voting power. Subject to the provisions of the Companies Law and the regulations promulgated thereunder, shareholders entitled to participate and vote at general meetings are the shareholders of record on a date to be decided by the board of directors, which in the case of an Israeli company whose shares are dual listed on the TASE and on certain exchanges outside of Israel, such as the Nasdaq, may be between four and 60 days prior to the date of the meeting. The Companies Law requires that resolutions regarding the following matters (among others) be approved by our shareholders at a general meeting: amendments to our articles of association; appointment, terms of service and termination of service of our auditors; election of external directors; approval of certain related party transactions; increases or reductions of our authorized share capital; mergers; dissolution of the company by a court, voluntary dissolution or voluntary dissolution in an expedited procedure, and the exercise of our board of director's powers by a general meeting, if our board of directors is unable to exercise its powers and the exercise of any of its powers is essential for our proper management.

The chairman of our board of directors presides over our general meetings. However, if at any general meeting the chairman is not present within 15 minutes after the appointed time or is unwilling to act as chairman of such meeting, then the shareholders present will choose any other person present to be chairman of the meeting.

Israeli law requires that a notice of any annual general meeting or special general meeting be provided to shareholders at least 21 days prior to the meeting and if the agenda of the meeting includes, among other things, the appointment or removal of directors, the approval of transactions with office holders or interested or related parties, an approval of a merger or the approval of the compensation policy, notice must be provided at least 35 days prior to the meeting.

Borrowing powers

Pursuant to the Companies Law and our amended and restated articles of association, our board of directors may exercise all powers and take all actions that are not required under law or under our amended and restated articles of association to be exercised or taken by our shareholders, including the power to borrow money for company purposes.

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described in "Item 4. Information on the Company" or elsewhere in this Annual Report.

D. Exchange Controls

There are currently no Israeli currency control restrictions on remittances of dividends on our ordinary shares, proceeds from the sale of the ordinary shares or interest or other payments to non-residents of Israel, except for shareholders who are subjects of countries that are, or have been, in a state of war with Israel.

Non-residents of Israel who hold our ordinary shares are able to repatriate any dividends (if any), any amounts received upon the dissolution, liquidation and winding up of our affairs and proceeds of any sale of our ordinary shares, into non-Israeli currency at the rate of exchange prevailing at the time of conversion, provided that any applicable Israeli income tax has been paid or withheld on these amounts. In addition, the statutory framework for the potential imposition of exchange controls has not been eliminated and may be restored at any time by administrative action.

E. Taxation

The following description is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership and disposition of our ordinary shares. You should consult your own tax advisor concerning the tax consequences of your particular situation, as well as any tax consequences that may arise under the laws of any state, local, foreign or other taxing jurisdiction.

Israeli Tax Considerations and Government Programs

The following is a brief summary of the material Israeli tax laws applicable to us, and certain Israeli Government programs benefiting us. This section also contains a discussion of material Israeli tax consequences concerning the ownership of and disposition of our ordinary shares. This summary does not discuss all aspects of Israeli tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors, such as traders in securities, who are subject to special treatment under Israeli law. The discussion below is subject to amendment under Israeli law or changes to the applicable judicial or administrative interpretations of Israeli law, which could affect the tax consequences described below.

The discussion below does not cover all possible tax considerations. Potential investors are urged to consult their own tax advisors as to the Israeli or other tax consequences of the purchase, ownership and disposition of our ordinary shares, including in particular, the effect of any foreign, state or local taxes.

General Corporate Tax Structure in Israel

Israeli companies are generally subject to corporate tax at a rate of 23%. However, the effective corporate tax rate payable by a company that derives income from an Approved Enterprise, a Privileged Enterprise, a Preferred Enterprise or a Preferred Technology Enterprise (as discussed below) may be considerably less. Capital gains generated by an Israeli company are generally subject to tax at the corporate tax rate.

Law for the Encouragement of Industry (Taxes), 1969

The Law for the Encouragement of Industry (Taxes), 1969 (the "Encouragement of Industry Law"), provides several tax benefits to "Industrial Companies." Pursuant to the Encouragement of Industry Law, a company qualifies as an Industrial Company if it is a resident of Israel and at least 90% of its income in any tax year (other than income from certain governmental loans) is generated from an "Industrial Enterprise" that it owns and is located in Israel or in the "Area", in accordance with its definition under section 3A of the Israeli Income Tax Ordinance. An Industrial Enterprise is defined as an enterprise whose principal activity, in a given tax year, is industrial activity.

An Industrial Company is entitled to certain tax benefits, including: (i) a deduction of the cost of purchases of patents and know-how and the right to use patents and know-how used for the development or promotion of the Industrial Enterprise in equal amounts over a period of eight years, beginning from the year in which such rights were first used, (ii) the right to elect to file consolidated tax returns, under certain conditions, with additional Israeli Industrial Companies controlled by it, and (iii) the right to deduct expenses related to public offerings in equal amounts over a period of three years beginning from the year of the offering.

Eligibility for benefits under the Encouragement of Industry Law is not contingent upon the approval of any governmental authority.

We believe that we may qualify as an Industrial Company within the meaning of the Encouragement of Industry Law; however, there is no assurance that we qualify or will continue to qualify as an Industrial Company or that the benefits described above will be available in the future.

Law for the Encouragement of Capital Investments, 1959

The Investment Law, which has undergone major reforms and several amendments in recent years, provides certain tax benefits to eligible facilities. The different benefits under the Investment Law depend on the specific year in which the enterprise received approval from the Investment Center or the year it was eligible for Approved/Privileged/Preferred/Preferred Technology Enterprise status under the Investment Law, and the benefits available at that time. Below is a short description of the different benefits available to us under the Investment Law:

Approved Enterprise

The Investment Law provides that a capital investment in eligible production facilities (or other eligible assets) may, upon application to the Investment Center, be designated as an "Approved Enterprise." Each certificate of approval for an Approved Enterprise relates to a specific investment program delineated both by its financial scope, including its sources of capital, and by its physical characteristics, for example, the equipment to be purchased and utilized pursuant to the program. The tax benefits generated from any such certificate of approval relate only to taxable income attributable to the specific Approved Enterprise.

Our manufacturing facility in Israel was granted Approved Enterprise status by the Investment Center, which made us eligible for a grant and certain tax benefits under the "Grant Track." The approved investment program provided us with a grant in the amount of 24% of our approved investments, in addition to certain tax benefits, which applied to our turnover resulting from the operation of such investment program, for a period of up to ten consecutive years from the first year in which we generated taxable income. The tax benefits under the Grant Track include accelerated depreciation and amortization for tax purposes as well as a tax exemption for the first two years of the benefit period and the taxation of income generated from an Approved Enterprise at a reduced corporate tax rate of 10%-25% (depending on the level of foreign investment in each year), for a certain period of time. The benefit period is ordinarily seven to ten years commencing with the year in which the Approved Enterprise first generates taxable income. The benefit period is limited to 12 years from the earlier of the operational year as determined by the Investment Center or 14 years from the date of approval of the Approved Enterprise. The Company's benefit period ended by 2017.

Privileged Enterprise

On April 1, 2005, an amendment to the Investment Law came into effect (the "2005 Amendment"), which revised the criteria for investments qualified to receive tax benefits. An eligible investment program under the 2005 Amendment will qualify for benefits as a "Privileged Enterprise" (rather than the previous terminology of Approved Enterprise). Pursuant to the 2005 Amendment, a company whose facilities meet certain criteria set forth in the 2005 Amendment may claim certain tax benefits offered by the Investment Law (as further described below) directly in its tax returns, without the need to obtain prior approval. In order to receive the tax benefits, the company must make an investment in the Privileged Enterprise which meets all of the conditions, including exceeding a certain percentage or a minimum amount, specified in the Investment Law. Such investment must be made over a period of no more than three years ending at the end of the year in which the company requested to have the tax benefits apply to the Privileged Enterprise (the "Year of Election").

In May 2012, we obtained a tax ruling from the ITA according to which, among other things, our activity was qualified as an "industrial activity", as defined in the Investment Law, and was eligible for tax benefits as a Privileged Enterprise under the "Tax Benefit Track," which apply to the turnover attributed to such enterprise, for a period of up to ten years from the first year in which we generated taxable income. According to the tax ruling, our Year of Election was 2009. We subsequently elected 2012 as a Year of Election. The duration of tax benefits is subject to a limitation of the earlier of seven to ten years from the first year in which the company generated taxable income (at or after the Year of Election), or 12 years from the first day of the Year of Election. Therefore, the tax benefits under our Privileged Enterprise expired at the end of 2023.

In January 2015, we obtained a ruling from the ITA pursuant to which royalties-based income related to GLASSIA will be considered "Privileged Income" (within the meaning of the Investment Law), subject to meeting certain conditions detailed in the ruling.

The term "Privileged Enterprise" means an industrial enterprise which is "competitive" and contributes to the gross domestic product, and for which a minimum entitling investment was made in order to establish it (as explained above). For this purpose, an industrial enterprise is deemed to be competitive and contributing to the gross domestic product if it meets one of the following conditions: (1) its main activity is in the field of biotechnology or nanotechnology, as certified by the Director of the Industrial Research and Development Administration before the project was approved; or (2) its income during a tax year from sales to a certain market does not exceed 75% of its total income from sales in that tax year; or (3) 25% or more of its total income from sales in the tax year is from sales to a certain market with at least 14,000,000 inhabitants.

A corporate taxpayer owning a Privileged Enterprise may be entitled to an exemption from corporate tax on undistributed income for a period of two to ten years, depending on the location of the Privileged Enterprise within Israel, as well as a reduced corporate tax rate of 10% to 25% for the remainder of the benefit period, depending on the level of foreign investment in each year. In addition, the Privileged Enterprise is entitled to claim accelerated depreciation for manufacturing assets used by the Privileged Enterprise.

However, a company that pays a dividend out of income generated during the tax exemption period from the Privileged/Approved Enterprise is subject to deferred corporate tax with respect to the otherwise exempt income (grossed-up to reflect the pre-tax income that we would have had to earn in order to distribute the dividend) at the corporate tax rate which would have applied if the company had not enjoyed the exemption (i.e. at a tax rate between 10% and 25%, depending on the level of foreign investment). A company is generally required to withhold tax on such distribution at a rate of 15% (or a reduced rate under an applicable double tax treaty, subject to the approval by the ITA).

Preferred Enterprise

An amendment to the Investment Law that became effective on January 1, 2011 ("Amendment No. 68") changed the benefit alternatives available to companies under the Investment Law and introduced new benefits for income generated by a "Preferred Company" through its "Preferred Enterprises" (as such terms are defined in the Investment Law). The definition of a Preferred Company includes a company incorporated in Israel that is not wholly owned by a governmental entity, and that, among other things, owns a Preferred Enterprise and is controlled and managed from Israel. The tax benefits granted to a Preferred Company are determined depending on the location of its Preferred Enterprise within Israel. Amendment No. 68 imposes a reduced flat corporate tax rate which is not program-dependent and applies to the Preferred Company's "preferred income" which is generated by its Preferred Enterprise.

According to the Investment Law, a Preferred Company is subject to reduced corporate tax rate of 10% for preferred income attributed to Preferred Enterprises located in areas in Israel designated as Development Zone A and 15% for those located elsewhere in Israel in the tax years 2011-2012, and 7% for Development Zone A and 12.5% for the rest of Israel in the tax year 2013, and 9% for Development Zone A and 16% for the rest of Israel in the tax years 2014 until 2016. Under an amendment to the Investment Law that became effective on January 1, 2017, the corporate tax rate applying to income attributed to Preferred Enterprise located in Development Zone A was reduced to 7.5% while the reduced corporate tax rate for the rest of Israel remains 16%. Income derived by a Preferred Company from a "Special Preferred Enterprise" (as such term is defined in the Investment Law) would be entitled, during a benefits period of 10 years, to further reduced tax rates of 5% if the Special Preferred Enterprise is located in Development Zone A, or 8% if the Special Preferred Enterprise is located elsewhere in Israel.

The tax benefits under Amendment No. 68 also include accelerated depreciation and amortization for tax purposes during the first five-year period for productive assets that the Preferred Enterprise uses pursuant to the rates prescribed in the Investment Law. Preferred Enterprises located in specific locations within Israel (Development Zone A) are eligible for grants and/or loans approved by the Israeli Investment Center, as well as tax benefits. Our facility in Beit-Kama, Israel, is located in Development Zone A.

A dividend distributed from income which is attributed to a Preferred Enterprise/Special Preferred Enterprise will generally be subject to withholding tax at source at the following rates: (i) Israeli resident corporation – 0%, (ii) Israeli resident individual – 20% (iii) non-Israeli resident – 20% subject to a reduced tax rate under the provisions of an applicable double tax treaty.

The provisions of Amendment No. 68 do not apply to existing Privileged Enterprises or Approved Enterprises, which will continue to be entitled to the tax benefits under the Investment Law as in effect prior to Amendment No. 68. Nevertheless, a company owning such enterprises may choose to apply Amendment No. 68 to its existing enterprises while waiving benefits provided under the Investment Law as in effect prior to Amendment No. 68. Once a company elects to be classified as a Preferred Enterprise under the provisions of Amendment No. 68, the election cannot be rescinded, and such company will no longer enjoy the tax benefits of its Approved/Privileged Enterprises.

We believe that we satisfy the requirements of the Preferred Company status, pursuant to Amendment 68, and while we have not yet utilized the benefits under Amendment 68, we may do so in subsequent fiscal years.

Technology Enterprises

An amendment to the Investment Law was enacted as part of the Economic Efficiency Law that became effective as of January 1, 2017 (the "2017 Amendment"). The 2017 Amendment provides new tax benefits for two types of "Technology Enterprises", as described below, and is in addition to the other existing tax beneficial programs under the Investment Law.

The 2017 Amendment provides that a technology company satisfying certain conditions will qualify as a "Preferred Technology Enterprise" and will thereby enjoy a reduced corporate tax rate of 12% on income that qualifies as "Preferred Technology Income", as defined in the Investment Law. The tax rate is further reduced to 7.5% for a Preferred Technology Enterprise located in Development Zone A. In addition, a Preferred Technology Enterprise will enjoy a reduced corporate tax rate of 12% on capital gain derived from the sale of certain "Benefitted Intangible Assets" (as defined in the Investment Law) to a related foreign company if the Benefitted Intangible Assets were acquired from a foreign company on or after January 1, 2017 for at least NIS 200 million, and the sale receives prior approval from the National Authority for Technological Innovation ("NATI").

The 2017 Amendment further provides that a technology company satisfying certain conditions will qualify as a "Special Preferred Technology Enterprise" and will thereby enjoy a reduced corporate tax rate of 6% on "Preferred Technology Income" regardless of the company's geographic location within Israel. In addition, a Special Preferred Technology Enterprise will enjoy a reduced corporate tax rate of 6% on capital gain derived from the sale of certain "Benefitted Intangible Assets" to a related foreign company if the Benefitted Intangible Assets were either developed by the Special Preferred Technology Enterprise or acquired from a foreign company on or after January 1, 2017, and the sale received prior approval from NATI. A Special Preferred Technology Enterprise that acquires Benefitted Intangible Assets from a foreign company for more than NIS 500 million will be eligible for these benefits for at least ten years, subject to certain approvals as specified in the Investment Law.

Dividends distributed by a Preferred Technology Enterprise or a Special Preferred Technology Enterprise, paid out of Preferred Technology Income, are generally subject to withholding tax at source at the rate of 20% or such lower rate as may be provided in an applicable tax treaty (subject to the receipt in advance of a valid certificate from the ITA allowing for a reduced tax rate). However, if such dividends are paid to an Israeli company, generally no tax is required to be withheld. If such dividends are distributed to a foreign company and other conditions are met, the withholding tax rate will generally be 4%.

We have applied for a new tax ruling from the ITA according to which, if approved, among other things, our activity would be qualified as an "industrial activity," as defined in Investment Law, and we may be eligible for tax benefits according to the Investment Law, and our income from sales of our Proprietary Products (including royalties-based income) would be deemed "Preferred Income" or "Preferred Technology Income" (in each case, within the meaning of the Investment Law), to the extent we meet the requirements of being a Preferred Technology Enterprise.

There can be no assurance that we will comply with the conditions required to remain eligible for benefits under the Investment Law in the future, including under the tax ruling (if obtained), or that we will be entitled to any additional benefits thereunder. If we do not fulfill these conditions in whole or in part, the benefits can be canceled and we may be required to refund the amount of the benefits, linked to the Israeli consumer price index, with interest.

Tax benefits under the 2021 Amendment that became effective on August 15, 2021

Israel's 2021-2022 Budget Law published on November 15, 2021, introduced a new dividend distribution ordering rule according to which in the event of a dividend distribution, earnings that were tax exempt under the historical Approved or Beneficial Enterprise regimes, and that were accrued or derived until December 31, 2020, referred to as "trapped earnings," must be distributed on a pro-rata basis from any dividend distribution, commencing August 15, 2021 and onwards. As we had not utilized any tax benefits under the Investment Law prior to December 31, 2020, we do not have "trapped earnings."

The Encouragement of Industrial Research, Development and Technological Innovation in the Industry Law, 5744-1984 (formerly known as The Encouragement of Industrial Research and Development Law, 5744-1984)

We have received grants from the Government of the State of Israel through the Israel Innovation Authority of the Israeli Ministry of Economy and Industry (the "IIA") (formerly known as the Office of the Chief Scientist of the Israeli Ministry of Economy (the "OCS")), for the financing of a portion of our research and development expenditures pursuant to the Encouragement of Research, Development and Technological Innovation in the Industry Law 5744-1984 (formerly known as the Encouragement of Industrial and Development Law, 5744-1984) (the "Research Law") and related regulations. We previously received funding from the IIA for eight research and development programs, in the aggregate amount of approximately $2.1 million as of December 31, 2024, which amount includes accrued aggregate interest as of such date, and we had paid aggregate royalties to the IIA for these programs in the amount of approximately $1.2 million and had a contingent liability to the IIA in the amount of approximately $0.9 million (excluding any interest thereon) as of December 31, 2024.

Under the Research Law, research and development programs which meet specified criteria and are approved by the IIA (formerly the OCS) may be eligible for grants. Under the Research Law, as currently in effect, the grants awarded are typically up to 50% of the project's expenditures. The grantee is required to pay royalties to the State of Israel from the sale of products (and associated services) developed under the program. Regulations under the Research Law, as currently in effect, generally provide for the payment of royalties of 3% to 5% on sales of products and services based on technology developed using grants, until 100% (which may be increased under certain circumstances, as described below) of the U.S. dollar-linked value of the grant is repaid, plus interest. Until October 25, 2023, the interest was calculated at a rate based on the last published 12-month LIBOR applicable to U.S. dollar deposits. On October 25, 2023, the IIA published a directive concerning changes in royalties to address the expiration of the LIBOR, according to which, (a) for IIA grants approved between January 1, 1999 and June 30, 2017 – the annual interest will be the interest in effect at the time of the grant approval; (b) for IIA grants approved between July 1, 2017 and December 31, 2023 – for the period prior to December 31, 2023, the interest shall be calculated based on the 12-month LIBOR applicable to U.S. dollar deposits, as published on the first trading day of each year or in an alternative publication of the Bank of Israel; and for periods as of January 1, 2024, the annual interest shall be calculated at a rate based on the 12-month secured overnight financing rate (SOFR), or at an alternative rate published by the Bank of Israel plus 0.71513%; and (c) for IIA grants approved on or following January 1, 2024, the annual interest shall be the higher of (i) the 12 months SOFR interest rate, plus 1%, and (ii) a fixed annual interest rate of 4%.

The terms of the IIA grants generally require that products developed with such grants be manufactured in Israel and that the technology developed thereunder may not be transferred outside of Israel, unless prior approval is received from the IIA and additional payments are made to the State of Israel. However, this does not restrict the export of products that incorporate the funded technology. If we were to receive IIA approval to manufacture or to transfer the rights to manufacture our products developed with IIA grants outside of Israel, the royalty repayment ceiling may increase to up to one and a half times the amount of the grant received (plus interest) if manufacturing is moved outside of Israel (depending on the portion of total manufacturing to be performed outside of Israel), and if the funded technology itself is transferred outside of Israel, we may be required to pay a redemption fee of up to six times the amount of the grants (less paid royalties, if any, and depreciation, but no less than the total grants received), plus interest. Even following the full repayment of any IIA grants, we must nevertheless continue to comply with the requirements of the Research Law. If we fail to comply with any of the conditions and restrictions imposed by the Research Law, or by the specific terms under which we received the grants, we may be required to refund any grants previously received together with interest and penalties, and, in certain circumstances, may be subject to criminal charges.

Taxation of Our Shareholders

The Israeli Income Tax Ordinance applies Israeli income tax on a worldwide basis with respect to Israeli residents, and on an Israeli source income, with respect to non-Israeli residents. Dividends distributed (or deemed distributed) by an Israeli resident company to a holder in respect of its securities and consideration received by a holder (or deemed received) in connection with the sale or other disposition of securities of an Israeli resident company are considered to be an Israeli source income.

Capital Gains

Under present Israeli tax legislation, the tax rate applicable to real capital gain derived by Israeli resident corporations from the sale of shares of an Israeli company is the general corporate tax rate (currently, 23%).

Generally, as of January 1, 2006, the tax rate applicable to real capital gain derived by Israeli individuals from the sale of shares which had been purchased on or after January 1, 2003, whether or not listed on a stock exchange, is 25%, unless such shareholder claims a deduction for interest and linkage differences expenses in connection with the purchase and holding of such shares. Additionally, if such a shareholder is considered a "Substantial Shareholder" (i.e., a person who holds, directly or indirectly, alone or together with another, 10% or more of any of the company's "means of control" (including, among other things, the right to receive profits of the company, voting rights, the right to receive the company's liquidation proceeds and the right to appoint a director)) at the time of sale or at any time during the preceding 12-month period, such gain will be taxed at the rate of 30%. Individual shareholders dealing in securities in Israel are taxed at their marginal tax rates applicable to business income (up to 47% from 2017).

Notwithstanding the foregoing, capital gains generated from the sale of shares by a non-Israeli shareholder may be exempt from Israeli taxes provided that, in general, both the following conditions are met: (i) the seller of the shares does not have a permanent establishment in Israel to which the generated capital gain is attributed and (ii) if the seller is a corporation, less than 25% of its means of control are held, directly and indirectly, by Israeli residents or Israeli residents that are the beneficiaries or are eligible to less than 25% of the seller's income or profits from the sale. In addition, the sale of the shares may be exempt from Israeli capital gain tax under the provisions of an applicable tax treaty. For example, the Convention between the Government of the United States of America and the Government of Israel with respect to Taxes on Income, or the "Israel-U.S.A. Double Tax Treaty," generally exempts U.S. residents from Israeli capital gains tax in connection with such sale, provided that (i) the U.S. resident owned, directly or indirectly, less than 10% of the Israeli resident company's voting power at any time within the 12-month period preceding such sale; (ii) the seller, if an individual, has been present in Israel for less than 183 days (in the aggregate) during the taxable year; and (iii) the capital gain from the sale was not generated through a permanent establishment of the U.S. resident in Israel.

The purchaser of the shares, the stockbrokers who effected the transaction or the financial institution holding the shares through which payment to the seller is made are obligated, subject to the above-referenced exemptions if certain conditions are met, to withhold tax on the real capital gain resulting from a sale of shares at the rate of 25%.

A detailed return, including a computation of the tax due, must be filed and an advance payment must be paid on January 31 and July 31 of each tax year for sales of shares traded on a stock exchange made within the six months preceding the month of the report. However, if the seller is exempt from tax or all tax due was withheld at the source according to applicable provisions of the Israeli Income Tax Ordinance and the regulations promulgated thereunder, the return does not need to be filed and an advance payment does not need to be made. Taxable capital gains are also reportable on an annual income tax return if applicable.

Dividends

Our company is obligated to withhold tax, at the rate of 15%, upon the distribution of a dividend attributed to a Privileged Enterprise's income, subject to a reduced tax rate under the provisions of an applicable double tax treaty, provided that a certificate from the ITA allowing for a reduced withholding tax rate is obtained in advance. If the dividend is distributed from income not attributed to a Privileged Enterprise, the following withholding tax rates will generally apply: (i) Israeli resident corporations — 0%, (ii) Israeli resident individuals — 25% (or 30% in the case of a Substantial Shareholder) and (iii) non-Israeli residents (whether an individual or a corporation), so long as the shares are registered with a nominee company — 25%, subject to a reduced tax rate under the provisions of an applicable double tax treaty, provided that a certificate from the ITA allowing for a reduced withholding tax rate is obtained in advance. Generally, unless the recipient of the dividend is a U.S. corporate resident which holds at least 10% of the share capital of the Company, the withholding rate will not be reduced under the Israel-U.S.A. Double Tax Treaty.

Excess Tax

Individual holders who are subject to tax in Israel (whether any such individual is an Israeli resident or non-Israeli resident) and who have taxable income that exceeds a certain threshold in a tax year (NIS 698,280 for 2023 and NIS 721,560 for 2024 and 2025), will be subject to an additional tax on any income in excess of such amount, at the rate of 3% on any such taxable income prior to January 1, 2025 and commencing January 1, 2025, at the rate of 3% of any such active taxable income and 5% of any such passive taxable income. For this purpose, passive taxable income includes taxable capital gains from the sale of securities and taxable income from interest and dividends, subject to the provisions of an applicable double tax treaty.

Estate and gift tax

Israeli law presently does not impose estate or gift taxes.

United States Federal Income Taxation

The following is a summary of the material U.S. federal income tax consequences to a U.S. Holder (as defined below) of the ownership and disposition of our ordinary shares. This summary addresses only the material U.S. federal income tax consequences to U.S. Holders (as defined below) that will hold our ordinary shares as capital assets for U.S. federal income tax purposes (generally, property held for investment). In addition, it does not describe all of the tax consequences that may be relevant in light of a U.S. Holder's particular circumstances, including state, local and non-U.S. tax consequences, estate and gift tax consequences, alternative minimum tax consequences, special accounting rules under Section 451(b) of the Code, and tax consequences applicable to U.S. Holders, subject to special rules, such as:

- banks, certain financial institutions or insurance companies;
- real estate investment trusts, regulated investment companies or grantor trusts;
- dealers or traders in securities, commodities or currencies;
- tax-exempt entities;
- U.S. expatriates and certain former citizens or long-term residents of the United States;
- persons that received our shares pursuant to the exercise of an employee stock option or otherwise as compensation;
- persons that will hold our shares as part of a "hedging," "integrated" or "conversion" transaction or as a position in a "straddle" for U.S. federal income tax purposes;
- partnerships (including entities classified as partnerships for U.S. federal income tax purposes) or other pass-through entities, or holders that will hold our shares through such an entity;
- S-corporations;
- persons whose "functional currency" is not the U.S. Dollar;
- persons that own directly, indirectly or through attribution 10% or more of the voting power or value of our ordinary shares; or
- persons holding our ordinary shares in connection with a trade or business conducted outside the United States.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended, (the "Code"), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as in effect on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below. There can be no assurance that the U.S. Internal Revenue Service ("IRS") will not take a different position concerning the tax consequences of the ownership and disposition of our ordinary shares or that the IRS's position would not be sustained.

For purposes of this description, a "U.S. Holder" is a beneficial owner of our ordinary shares that, for U.S. federal income tax purposes, is:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or District of Columbia or any political subdivision thereof;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (1) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (2) the trust has a valid election to be treated as a U.S. person under applicable U.S. Treasury Regulations.

Holders of our ordinary shares should consult their own tax advisors concerning the particular U.S. federal income tax consequences to them of the ownership and disposition of our ordinary shares in light of their own particular circumstances, as well as the consequences to them arising under other U.S. federal, state and local tax laws and the laws of any other taxing jurisdiction.

Distributions

Subject to the discussion below under "Passive Foreign Investment Company Considerations," non-liquidating distributions made to a U.S. Holder with respect to our ordinary shares before reduction for any Israeli taxes withheld therefrom, other than certain pro rata distributions of our ordinary shares to all our shareholders, generally will be includible in the U.S. Holder's income as dividend income to the extent the distribution is paid out of our current or accumulated earnings and profits as determined under U.S. federal income tax principles. We do not expect to maintain calculations of our earnings and profits under U.S. federal income tax principles and, therefore, U.S. Holders should expect that the entire amount of any distribution generally will be reported as dividend income. Subject to the discussion below under "—Passive Foreign Investment Company Considerations," non-corporate U.S. Holders may qualify for the lower rates of taxation with respect to dividends on ordinary shares applicable to "qualified dividend income" received from a "qualified foreign corporation" provided that certain conditions are met, including certain holding period requirements and the absence of certain risk reduction transactions. A non-U.S. corporation will generally be considered a qualified foreign corporation (i) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of these rules and which includes an exchange of information provision (which includes the Treaty), or (ii) with respect to any dividend it pays on ordinary shares which are readily tradable on an established securities market in the United States Our ordinary shares are listed on Nasdaq, which is a qualified exchange for these purposes. Consequently, if our ordinary shares continue to be listed on Nasdaq and are regularly traded, we expect to be a qualified foreign corporation for purposes of dividends paid by us with respect to our ordinary shares constituting qualified dividend income. However, the qualified dividend income treatment will not apply if we are treated as a PFIC with respect to the U.S. Holder for our taxable year of the distribution or the preceding taxable year. However, with respect to corporate U.S. Holders, dividends on our ordinary shares will not be eligible for the dividends received deduction generally allowed to corporate U.S. Holders in respect of dividends received from other U.S. corporations. Subject to the discussion below under "—Passive Foreign Investment Company Considerations," to the extent that the amount of any distribution by us exceeds our current and accumulated earnings and profits as determined under U.S. federal income tax principles, it will be treated first as a tax-free return of your tax basis in our ordinary shares and thereafter as capital gain.

Dividends paid to U.S. Holders with respect to our ordinary shares will be treated as foreign source income, which may be relevant in calculating a U.S. Holder's foreign tax credit limitation. Subject to certain conditions and limitations, Israeli tax withheld on dividends may be deducted from taxable income or credited against U.S. federal income tax liability. An election to deduct foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the taxable year. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends that we distribute generally should constitute "passive category income," or, in the case of certain U.S. Holders, "general category income." A foreign tax credit for foreign taxes imposed on distributions may be denied if certain minimum holding period requirements are not satisfied. The rules relating to the determination of the foreign tax credit are complex, and U.S. Holders should consult their tax advisors to determine whether and to what extent they will be entitled to this credit.

Sale, Exchange or Other Disposition of Ordinary Shares

Subject to the discussion below under "Passive Foreign Investment Company Considerations," U.S. Holders generally will recognize gain or loss on the sale, exchange or other taxable disposition of our ordinary shares equal to the difference between the amount realized on the sale, exchange or other disposition and the holder's tax basis in our ordinary shares, and any gain or loss will be capital gain or loss. The tax basis in an ordinary share generally will be equal to the cost of the ordinary share. For non-corporate U.S. Holders, capital gain from the sale, exchange or other disposition of ordinary shares is generally eligible for a preferential rate of taxation in the case of long-term capital gain. The deductibility of capital losses for U.S. federal income tax purposes is subject to limitations under the Code. Any gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source income or loss for foreign tax credit limitation purposes.

Passive Foreign Investment Company Considerations

If we were to be classified as a PFIC in any taxable year, a U.S. Holder would be subject to special rules generally intended to reduce or eliminate any benefits from the deferral of U.S. federal income tax that a U.S. Holder could derive from investing in a non-U.S. company holding certain assets or receiving certain income that does not distribute its earnings on a current basis.

A non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income is "passive income", or
- at least 50% of the average quarterly value of its gross assets is attributable to assets that produce passive income or are held for the production of passive income.

Passive income for this purpose generally includes dividends, interest, royalties, rents, gains from commodities and securities transactions, the excess of gains over losses from the disposition of assets which produce passive income and amounts derived by reason of the temporary investment of funds raised in offerings of our ordinary shares. If a non-U.S. corporation owns at least 25% by value of the stock of another corporation, the non-U.S. corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation and as directly receiving its proportionate share of the other corporation's income. If we are classified as a PFIC in any year with respect to which a U.S. Holder owns our ordinary shares, we generally will continue to be treated as a PFIC with respect to that U.S. Holder in all succeeding years during which the U.S. Holder owns our ordinary shares, regardless of whether we continue to meet the tests described above.

However, our PFIC status for each taxable year may be determined only after the end of such year and will depend on the composition of our income and assets, our activities and the value of our assets (which may be determined in large part by reference to the market value of our ordinary shares, which may be volatile) from time to time. If we are a PFIC then unless a U.S. Holder makes one of the elections described below, a special tax regime will apply to both (i) any "excess distribution" by us to that U.S. Holder (generally, the U.S. Holder's ratable portion of distributions in any year which are greater than 125% of the average annual distribution received by the holder in the shorter of the three preceding years or its holding period for our ordinary shares) and (ii) any gain realized on the sale or other disposition of the ordinary shares.

Based on the financial information currently available to us and the nature of our business, we do not expect that we will be classified as a PFIC for the taxable year ended December 31, 2024. However, this determination could be subject to change. If, contrary to our expectations, we were to be classified as a PFIC, U.S. Holders of ordinary shares may be required to file form 8621 with respect to their ownership of our ordinary shares in the year in which we were a PFIC. U.S. Holders of our ordinary shares should consult their tax advisors in this regard.

Under this regime, any excess distribution and realized gain will be treated as ordinary income and will be subject to tax as if (i) the excess distribution or gain had been realized ratably over the U.S. Holder's holding period, (ii) the amount deemed realized in each year had been subject to tax in each year of that holding period at the highest marginal rate for that year (other than income allocated to the current period or any taxable period before we became a PFIC, which will be subject to tax at the U.S. Holder's regular ordinary income rate for the current year and will not be subject to the interest charge discussed below), and (iii) the interest charge generally applicable to underpayments of tax had been imposed on the taxes deemed to have been payable in those years. In addition, dividend distributions made to a U.S. Holder will not qualify for the lower rates of taxation applicable to long-term capital gains discussed above under "Distributions." Certain elections may be available that would result in an alternative treatment (such as mark-to-market treatment, which very generally involves including in ordinary income for each year an amount equal to the excess, if any, of the fair market value of a U.S. Holder's ordinary shares at the close of the taxable year over the U.S. Holder's adjusted tax basis in the ordinary shares) of our ordinary shares. We do not intend to provide the information necessary for a U.S. Holder to make a "qualified electing fund election" if we are classified as a PFIC. U.S. Holders should consult their tax advisors to determine whether any of these elections would be available and, if so, what the consequences of the alternative treatments would be in their particular circumstances. Each U.S. Holder should consult its tax advisor as to whether any election is available or advisable with respect to our ordinary shares.

If we are determined to be a PFIC, the general tax treatment for U.S. Holders described in this paragraph would apply to indirect distributions and gains deemed to be realized by U.S. Holders in respect of any of our subsidiaries that also may be determined to be PFICs.

In addition, all U.S. Holders may be required to file tax returns (including on IRS Form 8621) containing such information as the U.S. Treasury may require. For example, if a U.S. Holder owns ordinary shares during any year in which we are classified as a PFIC and the U.S. Holder recognizes gain on a disposition of our ordinary shares or receives distributions with respect to our ordinary shares, the U.S. Holder generally will be required to file an IRS Form 8621 with respect to the company, generally with the U.S. Holder's U.S. federal income tax return for that year. The failure to file this form when required could result in substantial penalties.

Backup Withholding and Information Reporting Requirements

U.S. backup withholding and information reporting requirements may apply to payments to holders of our ordinary shares. Information reporting generally will apply to payments of dividends on, and to proceeds from the sale of, our ordinary shares made within the United States, or by a U.S. payor or U.S. middleman, to a holder of our ordinary shares, other than an exempt recipient (including a corporation). A payor may be required to backup withhold at a rate of 24% from payments of dividends on, or the proceeds from the sale or redemption of, ordinary shares within the United States, or by a U.S. payor or U.S. middleman, to a holder, other than an exempt recipient, if the holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding tax requirements.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally should be allowed as a credit against the beneficial owner's U.S. federal income tax liability, if any, and any excess amounts withheld under the backup withholding rules may be refunded, provided that the required information is timely furnished to the IRS.

Additional Medicare Tax

Certain U.S. Holders who are individuals, estates or trusts may be required to pay an additional 3.8% Medicare tax on, among other things, dividends and capital gains from the sale or other disposition of shares of common stock. For individuals, the additional Medicare tax applies to the lesser of (i) "net investment income" or (ii) the excess of "modified adjusted gross income" over $200,000 ($250,000 if married and filing jointly or $125,000 if married and filing separately). "Net investment income" generally equals the taxpayer's gross investment income reduced by the deductions that are allocable to such income. U.S. Holders will likely not be able to credit foreign taxes against the 3.8% Medicare tax.

Foreign Asset Reporting

Certain U.S. Holders who are individuals (and certain domestic entities) may be required to report information relating to an interest in our ordinary shares, subject to certain exceptions (including an exception for shares held in accounts maintained by U.S. financial institutions). U.S. Holders are urged to consult their tax advisors regarding their information reporting obligations, if any, with respect to their ownership and disposition of our ordinary shares.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership and disposition of our ordinary shares. Holders of our ordinary shares should consult their own tax advisors concerning the particular tax consequences to them of the ownership and disposition of our ordinary shares in light of their own particular circumstances, as well as the consequences to them arising under Israeli, U.S. federal, state and local tax laws and the laws of any other taxing jurisdiction.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to certain of the reporting requirements of Exchange Act, as applicable to "foreign private issuers" as defined in Rule 3b-4 under the Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains a website at www.sec.gov that contains reports, proxy and information statements and other information regarding registrants like us that file electronically with the SEC. You can also inspect the Annual Report on that website. Our SEC filings are also generally available to the public via the Israel Securities Authority's Magna website at www.magna.isa.gov.il, and the TASE website at http://www.maya.tase.co.il.

A copy of each document (or a translation thereof to the extent not in English) concerning our company that is referred to in this Annual Report is available for public view (subject to confidential treatment of certain agreements pursuant to applicable law) at our principal executive offices.

I. Subsidiary Information

Not applicable.

Item 11. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

We are exposed to changes in interest as our financial debt bears floating and fixed interest rates. In addition, our exposure is also related to cash balance invested in interest-bearing deposits.

Foreign Currency Risk

Fluctuations in exchange rates, especially the NIS against the U.S. dollar, may affect our results, as part of our assets is linked to NIS, as are part of our liabilities. Changes in exchange rates may also affect the prices of products purchased by us and designated for marketing in Israel in cases where these product prices are not linked to the U.S. dollar and during the period after these products are sold to our customers in NIS. In addition, the fluctuation in the NIS exchange rate against the U.S. dollar may impact our results, as a portion of our manufacturing cost is NIS denominated.

For the years ended December 31, 2024, 2023 and 2022, we have witnessed high volatility in the U.S. dollar exchange rate. This fact impacts our revenues from the Distribution segment, where prices are denominated in or linked to the NIS upon delivery of product while our expenses for the purchase of raw materials and imported goods in the Distribution segment are in U.S. dollars and part of our development and marketing expenses are paid in NIS.

We attempt to mitigate our currency exposure by matching assets denominated in NIS currency with liabilities denominated in NIS. In the Distribution segment, we attempt to mitigate foreign currency exposure by matching Euro denominated expenses with Euro denominated revenues. Additionally, we use, and from time to time, will continue to use, currency hedging transactions using financial derivatives and forward currency contracts. We attempt to enter into forward currency contracts with critical terms that match those of the underlying exposure. As of December 31, 2024, we had open transactions in derivatives in the amount of approximately $3 million. We regularly monitor and review the need for currency hedging transactions in accordance with trend analysis.

The following table presents information about the changes in the exchange rates of the NIS against the U.S. dollar:

Period	Change in Average Exchange Rate of the NIS against the U.S. Dollar (%)
Year ended December 31, 2022	13.2
Year ended December 31, 2023	3.1
Year ended December 31, 2024	0.6

As of December 31, 2024, we had excess liabilities over assets denominated in NIS in the amount of $17.0 million. When the U.S. dollar appreciates against the NIS, we recognize financial expenses with respect to exchange rate differences. When the U.S. dollar depreciates against the NIS, we recognize financial income.

A 10% increase (decrease) in the value of the NIS against the U.S. dollar would have decreased (increased) our financial assets by $1.7 million, $0.9 million and $0.1 million as of December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024, we had foreign currency exposures to currencies other than U.S. dollars and NIS amounting to $0.6 million in excess liabilities over assets. Most of this exposure is to the Euro.

Item 12. Description of Securities Other Than Equity Securities

Not applicable.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not applicable.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not applicable.

Item 15. Controls and Procedures

(a) *Disclosure Controls and Procedures*. Our management, under the supervision and with the participation of our Chief Executive Officer and our Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2024, pursuant to Rule 13a-15 under the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer (the principal executive and principal financial officer, respectively) have concluded that our disclosure controls and procedure are effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure, and is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms.

(b) *Report* of *Management on Internal Control over Financial Reporting*. Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our management has assessed the effectiveness of internal control over financial reporting based on the Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, our management has concluded that our internal control over financial reporting as of December 31, 2024 was effective.

(c) *Attestation Report of the Registered Public Accounting Firm*. Our independent registered public accounting firm, Kost Forer Gabbay & Kasierer, a member of EY Global, has audited the consolidated financial statements included in this annual report on Form 20-F, and as part of its audit, has issued its audit report on the effectiveness of our internal control over financial reporting as of December 31, 2024. The report of Kost Forer Gabbay & Kasierer, a member of EY Global, is included with our consolidated financial statements included elsewhere in this annual report and is incorporated herein by reference.

(d) *Changes in Internal Control over Financial Reporting*. During the period covered by this report, we have not made any changes to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 16. [Reserved]

Item 16A. Audit Committee Financial Expert

Our board of directors has determined that each of Assaf Itshayek and Lilach Payorski is an "independent" director for purposes of serving on an audit committee under the Exchange Act and Nasdaq listing requirements and qualifies as an "audit committee financial expert," as defined in Item 407(d)(5) of Regulation S-K.

Item 16B. Code of Ethics

We have adopted a Code of Ethics, which applies to our directors, officers and employees, including our Chief Executive Officer and Chief Financial Officer, principal accounting officer or controller, and persons performing similar functions. The Code of Ethics is posted on our website, www.kamada.com.

Item 16C. Principal Accountant Fees and Services

During the years ended December 31, 2024 and 2023, we were billed the following aggregate fees for the professional services rendered by Kost Forer Gabbay& Kasierer, a member of EY Global, independent registered public accounting firm, all of which were pre-approved by our Audit Committee:

	Year Ended December 31,	
	2024	**2023**
Audit Fees (1)	$ 430,000	430,000
Tax Fees (2)	7,036	111,243
All Other Fees (3)	33,020	8,041
Total	$ 470,056	549,284

(1) Audit fees are aggregate fees for audit services for each of the years shown in this table, including fees associated with the annual audit and reviews of our quarterly financial results submitted on Form 6-K, the auditor attestation report on the effectiveness of our internal control over financial reporting, consultations on various accounting issues and audit services provided in connection with other statutory or regulatory filings.
(2) Tax services rendered by our auditors in 2024 and 2023 were for compliance with tax regulation.
(3) Other fees in 2024 were mainly related to consulting services for IT upgrades and in 2023 were for ESG related consulting services.

Our audit committee has adopted a policy for pre-approval of audit and non-audit services provided by our independent auditor. Under the policy, such services require the specific pre-approval of our audit committee followed by ratification of our full board of directors. Any proposed services exceeding the pre-approval amounts for all services to be provided by our independent auditor require additional specific pre-approval by our audit committee followed by the approval of our full board of directors.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchase of Equity Securities by the Issuer and Affiliated Purchasers

In the year ended December 31, 2024, neither we nor any affiliated purchaser (as defined in the Exchange Act) purchased any of our ordinary shares.

Item 16F. Change in Registrant's Certifying Accountant

None.

Item 16G. Corporate Governance

As a foreign private issuer whose shares are listed on the Nasdaq Global Select Market, we have the option to follow Israeli corporate governance practices rather than certain of those of Nasdaq, except to the extent that such laws would be contrary to U.S. securities laws and provided that we disclose the practices we are not following and describe the home country practices we follow instead. We rely on this "foreign private issuer exemption" with respect to the following Nasdaq requirements:

- *Distribution of annual and quarterly reports to shareholders*. Under Israeli law, as a public company whose shares are traded on the TASE, we are not required to distribute annual and quarterly reports directly to shareholders and the generally accepted business practice in Israel is not to distribute such reports to shareholders but to make such reports publicly available through the website of the Israel Securities Authority and the TASE. In addition, we make our audited financial statements available to our shareholders at our offices.

- *Shareholder approval requirements for equity issuances and equity-based compensation plans.* Under the Companies Law, the adoption of, and material changes to, equity-based compensation plans generally require the approval of the board of directors (for approval of equity-based arrangements, see "Item 6. Directors, Senior Management and Employees — Fiduciary Duties and Approval of Related Party Transactions under Israeli Law — Disclosure of Personal Interests of a Controlling Shareholder and Approval of Certain Transactions," "Item 6. Directors, Senior Management and Employees — Compensation of Directors" and "Item 6. Directors, Senior Management and Employees — Compensation of Executive Officers"). Similarly, the approval of the board of directors is generally sufficient for a private placement unless the private placement is deemed a "significant private placement" (see "Item 6. Directors, Senior Management and Employees — Approval of Significant Private Placements"), in which case shareholder approval is also required, or an office holder or a controlling shareholder or their relative has a personal interest in the private placement, in which case, audit committee approval is required prior to the board approval and, for a private placement in which a controlling shareholder or its relative has a personal interest, shareholder approval is also required (see "Item 6. Directors, Senior Management and Employees — Fiduciary Duties and Approval of Related Party Transactions under Israeli Law").

- *Requirement for independent oversight on our director nominations process and to adopt a formal written charter or board resolution addressing the nominations process.* In accordance with Israeli law and practice, directors are recommended by our board of directors for election by our shareholders. The Damar Group and Recananti Group have entered into a shareholders' agreement which includes an agreement about voting in the election of nominees appointed by the other party (see "Item 7. Major Shareholders and Related Party Transactions — Related Party Transactions — Shareholders' Agreement"). As permitted under the Companies Law, we do not have a formal charter addressing the nominations process.

- *Quorum requirement.* Under our articles of association and as permitted under the Companies Law, a quorum for any meeting of shareholders shall be the presence of at least two shareholders present in person, by proxy or by a voting instrument, who hold at least 25% of the voting power of our shares instead of 33 1/3% of the issued share capital required under Nasdaq requirements. At an adjourned meeting, any number of shareholders shall constitute a quorum.

Except as stated above, we comply with the rules generally applicable to U.S. domestic companies listed on Nasdaq. We may in the future decide to use other foreign private issuer exemptions with respect to some or all of the other Nasdaq listing requirements. Following our home country governance practices, as opposed to the requirements that would otherwise apply to a company listed on Nasdaq, may provide less protection than is accorded to investors under Nasdaq listing requirements applicable to domestic issuers. For more information, see "Item 3. Key Information —D. Risk Factors — *As we are a "foreign private issuer" and follow certain home country corporate governance practices instead of otherwise applicable Nasdaq corporate governance requirements, our shareholders may not have the same protections afforded to shareholders of domestic U.S. issuers that are subject to all Nasdaq corporate governance requirements*." We are also required to comply with Israeli corporate governance requirements under the Companies Law and the regulations promulgated thereunder applicable to Israeli public companies whose shares are listed for trade on an exchange outside Israel and dual listed on the TASE.

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdictions That Prevent Inspections

Not applicable.

Item 16J. Insider trading policies

We have adopted a policy that governs the trading in our securities by our directors, officers, employees and certain other covered persons, and which is reasonably designed to promote compliance with applicable insider trading laws, rules and regulations and applicable Nasdaq listing standards. A copy of our Insider Trading Policy is included as Exhibit 11.1 to this Annual Report.

Item 16K. Cybersecurity

Cybersecurity represents an important component of the Company's overall approach to risk management. The Company's cybersecurity policies, standards and practices are integrated into the Company's enterprise risk management ("ERM") approach, and cybersecurity risks are one of the enterprise risks that are subject to oversight by the Company's Board of Directors. The Company approaches cybersecurity threats through a cross-functional approach which endeavors to: (i) identify, prevent and mitigate cybersecurity threats to the Company; (ii) preserve the confidentiality, security and availability of the information that we collect and store to use in our business; (iii) protect the Company's intellectual property; (iv) maintain the confidence of our customers and business partners; and (v) provide appropriate public disclosure of cybersecurity risks and incidents when required.

Risk Management and Strategy

The Company's cybersecurity program focuses on the following areas:

- **Vigilance:** The Company maintains cybersecurity threat operations with the goal of identifying, preventing and mitigating cybersecurity threats and responding to cybersecurity incidents in accordance with our established incident response and recovery plans.

- **Systems Safeguards:** The Company deploys systems safeguards that are designed to protect the Company's information systems from cybersecurity threats, including firewalls, intrusion prevention and detection systems, anti-malware functionality and access controls, which are evaluated and improved through ongoing vulnerability assessments and cybersecurity threat intelligence.

- **Collaboration:** The Company utilizes collaboration mechanisms established with certain third-party service providers, to identify, assess and respond to cybersecurity risks.

- **Third-Party Risk Management:** The Company endeavors to identify and oversee cybersecurity risks presented by third parties, as well as the systems of third parties that could adversely impact our business in the event of a cybersecurity incident affecting those third-party systems.

- **Training:** The Company provides periodic training for personnel regarding cybersecurity threats, which reinforces the Company's information security policies, standards and practices.

- **Incident Response and Recovery Planning:** The Company has established and maintains incident response and recovery plans that address the Company's response to a cybersecurity incident and the recovery from a cybersecurity incident, and such plans are tested and evaluated periodically.

- **Communication, Coordination and Disclosure:** The Company utilizes a cross-functional approach to address the risk from cybersecurity threats, involving management personnel from the Company's technology, operations, legal, risk management, and other key business functions, while also implementing controls and procedures for the escalation of cybersecurity incidents pursuant to established thresholds so that decisions regarding the disclosure and reporting of such incidents can be made by management in a timely manner.

A key part of the Company's strategy for managing risks from cybersecurity threats is the ongoing assessment and testing of the Company's processes and practices focused on evaluating the effectiveness of our cybersecurity measures. The Company engages third parties as appropriate to perform assessments of its cybersecurity measures. The results of such assessments and reviews are reported to the Company's Board of Directors and the Company adjusts its cybersecurity policies, standards, processes and practices as necessary based on the information provided by the assessments, audits and reviews.

Governance

The Company's Audit Committee receives updates on a quarterly basis from the Company's IT Director regarding the progress of our annual and long-term work plan associated with managing risks from cybersecurity threats. The Company's Board of Directors receives updates and presentations on cybersecurity risks at least once a year, which address a wide range of topics including, for example, recent developments, third-party reviews, common threats, technological trends and information security considerations arising with respect to the Company and discusses the Company's approach to cybersecurity risk management with the Company's management and IT Director. The Board of Directors will receive prompt and timely information regarding any significant cybersecurity incident, as well as ongoing updates regarding such incident until it has been addressed.

The Company's IT Director, together with the assistance of the Company's Information Security Compliance Officer (CISO), is principally responsible for overseeing the Company's cybersecurity risk management program. The IT Director, in assistance with a team of external experts, works in coordination with the other members of management, including our Chief Executive Officer, Chief Financial Officer and General Counsel, to implement a program designed to protect the Company's information systems from cybersecurity threats, to address cybersecurity threats and to promptly respond to any cybersecurity incidents in accordance with the Company's incident response and recovery plans. Through ongoing activities of this team, the IT Director monitors the prevention, detection, mitigation and remediation of cybersecurity incidents in real time, and reports such incidents to senior management and the Board of Directors, when appropriate.

The Company's IT Director has served in various roles in information technology and information security for over 20 years, including at Rafael Advanced Defense Systems, Haifa Sea Port, Tara Dairy and HCT. The Company's IT Director has a bachelor's degree in information systems management and business administration and is a Microsoft systems certified engineer.

To date, no risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, which have not been material, have materially affected or are reasonably likely to materially affect our business strategy, results of operations or financial condition. However, an actual or perceived breach of our cybersecurity could damage our reputation, subject us to third-party lawsuits, regulatory fines or other actions or liabilities, any of which could adversely affect our business, operating results or financial condition. For further information, see "Item 3. Key Information – D. Risk Factors – Risks Related to Our Industry – *Our business and operations would suffer in the event of computer system failures, cyber-attacks on our systems or deficiency in our cyber security measures.*"

PART III

Item 17. Financial Statements

Consolidated Financial Statements are set forth under Item 18.

Item 18. Financial Statements

Our Consolidated Financial Statements beginning on pages F-1 through F-67, as set forth in the following index, are hereby incorporated herein by reference. These Consolidated Financial Statements are filed as part of this Annual Report.

	Page
Report of Independent Registered Public Accounting Firm (PCAOB ID: 1281)	F-2 – F-6
Consolidated Financial Statements as of December 31, 2024:	
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Consolidated Statements of Profit or Loss and Other Comprehensive Income	F-8
Consolidated Statements of Changes in Equity	F-9
Consolidated Statements of Cash Flows	F-10 – F-11
Notes to the Consolidated Financial Statements	F-12 – F-67

Item 19. Exhibits

Exhibit No.	Description
1.1	Amended Articles of Association of the Registrant (incorporated by reference to Appendix A2 to the Proxy Statement for the 2016 Annual General Meeting of Shareholders, filed as Exhibit 99.1 to Form 6-K filed with the Securities and Exchange Commission on July 26, 2016).
1.2	Memorandum of Association of the Registrant, as currently in effect (as translated from Hebrew) (incorporated by reference to Exhibit 3.1 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
2.1	Description of Securities
2.2	Form of Certificate for Ordinary Shares (incorporated by reference to Exhibit 4.1 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.1†	Exclusive Manufacturing, Supply and Distribution Agreement, dated as of August 23, 2010, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.1 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.2†	Technology License Agreement, dated as of August 23, 2010, by and between Kamada Ltd. and Baxter Healthcare S.A. (incorporated by reference to Exhibit 10.2 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.3†	Amended and Restated Fraction IV-1 Paste Supply Agreement, dated as of August 23, 2010, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.3 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.4†	First Amendment to the Amended and Restated Fraction IV-1 Paste Supply Agreement, dated as of May 10, 2011, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.4 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.5†	Second Amendment to the Amended and Restated Fraction IV-1 Paste Supply Agreement, dated as of June 22, 2011, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.5 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.6†	License Agreement, dated as of November 16, 2006, by and between PARI GmbH and Kamada Ltd. (incorporated by reference to Exhibit 10.7 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.7†	Amendment No. 1 to License Agreement, dated as of August 9, 2007, by and between PARI GmbH and Kamada Ltd. (incorporated by reference to Exhibit 10.8 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.8†	Addendum No. 1 to License Agreement, dated as of February 21, 2008, by and between PARI Pharma GmbH and Kamada Ltd. (incorporated by reference to Exhibit 10.9 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.9†	Supply and Distribution Agreement, dated as of July 18, 2011, by and between Kamada Ltd. and Kedrion S.p.A. (incorporated by reference to Exhibit 10.10 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).

4.10	English translation of form of Indemnification Agreement with the Registrant's directors and officers (incorporated by reference to Exhibit 10.15 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.11	English translation of amendment to form of Indemnification Agreement with the Registrant's directors and officers (incorporated by reference to Appendixes A3 and A4 of the Proxy filed as Exhibit 99.1 to Form 6-K filed with the Securities and Exchange Commission on May 22, 2015).
4.12	English summary of two lease agreements dated June 20, 2002, by and between the Israel Lands Administration and Kamada Nehasim (2001) Ltd., as such agreements were amended by lease agreement dated January 30, 2011, by and between the Israel Lands Authority and Kamada Assets (2001) Ltd. (incorporated by reference to Exhibit 10.16 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.13†	Fraction IV-1 Paste Supply Agreement, dated December 3, 2012, by and between Baxter Healthcare S.A. and Kamada Ltd. (incorporated by reference to Exhibit 10.18 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on April 11, 2013).
4.14	Side Letter Agreement, dated as of March 23, 2011, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.20 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.15	First Amendment to the Exclusive Manufacturing Supply and Distribution Agreement, dated as of September 6, 2012, between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.21 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.16†	Second Amendment to the Exclusive Manufacturing, Supply and Distribution Agreement, dated as of May 14, 2013, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 10.22 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 15, 2013).
4.17†	First Amendment to the Technology License Agreement, dated as of May 14, 2013, by and between Kamada Ltd. and Baxter Healthcare SA (incorporated by reference to Exhibit 10.23 of the Registration Statement on Form F-1 filed with the Securities and Exchange Commission on May 28, 2013).
4.18†	Third Amendment to the Exclusive Manufacturing, Supply and Distribution Agreement, dated as of September 2014, by and between Kamada Ltd. and Baxter Healthcare Corporation (incorporated by reference to Exhibit 4.25 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 28, 2015).
4.19†	Third Amendment to the Amended and Restated Fraction IV-1 Paste Supply Agreement executed on July 19, 2015 by and between Kamada Ltd. and Baxalta U.S. Inc. (incorporated by reference to Exhibit 4.29 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 25, 2016).
4.20†	Fourth Amendment to the Exclusive Manufacturing, Supply and Distribution Agreement, dated as of October, 2015, by and between Kamada Ltd. and Baxalta U.S. Inc. (incorporated by reference to Exhibit 4.30 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 25, 2016).
4.21†	Second Amendment to the Technology License Agreement, dated as of August 25, 2015, by and between Kamada Ltd. and Baxalta GmbH. (incorporated by reference to Exhibit 4.31 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 25, 2016).
4.22†	Fifth Amendment to the Exclusive Manufacturing, Supply and Distribution Agreement, dated as of October 5, 2016, by and between Kamada Ltd. and Shire plc. (incorporated by reference to Exhibit 4.28 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 1, 2017).
4.23	Compensation Policy for Executive Officers (incorporated by reference to Exhibit 4.23 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2023).
4.24	Compensation Policy for Directors (incorporated by reference to Exhibit 4.24 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2023).
4.25	Kamada Ltd. 2011 Israeli Share Award Plan (incorporated by reference to Exhibit 4.25 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2023).
4.26	Kamada Ltd. 2011 Israeli Share Award Plan Appendix – U.S. Taxpayer. (incorporated by reference to Exhibit 4.26 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2022).
4.27†	1st Addendum to Supply and Distribution Agreement dated October 15, 2016 between Kamada Ltd., and Kedrion S.p.A. (incorporated by reference to Exhibit 4.32 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 1, 2017).
4.28†	2nd Addendum to Supply and Distribution Agreement dated October 11, 2018 between Kamada Ltd., and Kedrion S.p.A. (incorporated by reference to Exhibit 4.29 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 27, 2019).

4.29†	Sixth Amendment to the Exclusive Manufacturing, Supply and Distribution Agreement, dated as of August 30, 2019, by and between Kamada Ltd. and Baxalta U.S. Inc. (incorporated by reference to Exhibit 4.30 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 26, 2020).
4.30†	Clinical Study Supply Agreement, dated as of May 5, 2019, by and between PARI GmbH and Kamada Ltd. (incorporated by reference to Exhibit 4.31 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 26, 2020).
4.31	Share Purchase Agreement dated as of January 20, 2020, by and among Kamada Ltd. and the FIMI Funds (incorporated by reference to Exhibit 99.2 to Form 6-K filed with the Securities and Exchange Commission on January 21, 2020).
4.32†	Registration Rights Agreement, dated as of January 20, 2020, by and among Kamada Ltd. and the FIMI Funds (incorporated by reference to Exhibit 99.3 to Form 6-K filed with the Securities and Exchange Commission on January 21, 2020).
4.33†	Binding Term Sheet, dated as of April 27, 2020, between Kamada Ltd. and Kedrion S.p.A. (incorporated by reference to Exhibit 4.34 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 24, 2021)
4.34	Asset Purchase Agreement, dated January 31, 2021, by and among Kamada Plasma, LLC and Blood and Plasma Research, Inc (incorporated by reference to Exhibit 4.35 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on February 24, 2021)
4.35	Asset Purchase Agreement dated November 22, 2021, by and among Saol International Limited, Saol Bermuda Limited, Saol Therapeutics Research Limited, Saol Therapeutics Inc., Saol US Inc., Kamada Limited and Kamada Inc. (incorporated by reference to Exhibit 99.2 to Form 6-K filed with the Securities and Exchange Commission on November 22, 2021).
4.36†	Amended and Restated Manufacturing Services Agreement dated as of September 28, 2017, by and between Emergent BioSolutions, Inc. and Aptevo Therapeutics Inc. (assumed by Kamada Ltd.) (incorporated by reference to Exhibit 4.37 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2023)
4.37†	Contract Manufacturing, Services and Supply Agreement dated November 29, 2022, by and between Kamada Ltd. and Prothya Biosolutions Belgium (incorporated by reference to Exhibit 4.38 of the Annual Report on Form 20-F filed with the Securities and Exchange Commission on March 15, 2023)
4.38	Share Purchase Agreement dated May 23, 2023, by and among Kamada Ltd., FIMI Opportunity 7, L.P. and FIMI Israel Opportunity 7, Limited Partnership (incorporated by reference to Exhibit 99.2 to Form 6-K filed with the Securities and Exchange Commission on May 24, 2023)
4.39	Amended and Restated Registration Rights Agreement dated May 23, 2023, by and among Kamada Ltd. and the FIMI Funds (incorporated by reference to Exhibit 99.3 to Form 6-K filed with the Securities and Exchange Commission on May 24, 2023)
4.40†	Memorandum of Understandings dated December 4, 2023, by and among Kamada Ltd., and Kedrion Biopharma Inc. (incorporated by reference to Exhibit 99.2 to Form 6-K filed with the Securities and Exchange Commission on December 6, 2023)
4.41†	Fifth Amendment to the Supply and Distribution Agreement, by and between Kamada Ltd. and Kedrion Biopharma Inc., dated January 1, 2025.
4.42†	Lease Agreement by and between TCP Las Palmas Partners, Ltd. and Kamada Plasma, LLC, dated May 2, 2024.
4.43†	Lease Agreement by and between BRIXMOR HOLDINGS 12 SPE, LLC, and Kamada Plasma, LLC, dated March 7, 2023.
8.1	Subsidiaries of the Registrant.
11.1	Insider Trading Policy
12.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a)/15d-14(a).
12.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a)/15d-14(a).
13.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1	Consent of EY Global, independent registered public accounting firm.
97.1	Kamada Ltd. Compensation Recoupment Policy
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

† Portions of this exhibit have been omitted.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

KAMADA LTD.

By: /s/ Chaime Orlev
Chaime Orlev
Chief Financial Officer

Date: March 5, 2025

Kamada Ltd. and Subsidiaries

Consolidated Financial Statements as of December 31, 2024

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM
To the Shareholders and the Board of Directors of
Kamada Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Kamada Ltd. and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with International Financial Reporting Standards as issued by the International Accounting Standard Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 5, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

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Valuation of goodwill in the proprietary segment

Description of the Matter

As discussed in Note 10 to the consolidated financial statements, as of December 31, 2024, the Company has a goodwill of USD 30.3 million which is related to the proprietary segment. The Company tests the goodwill for impairment at least annually on December 31 at the single operating segment level (one cash-generating unit (CGU)), which is the level at which goodwill is monitored for internal management purposes. The Company performed a quantitative impairment analysis as of December 31, 2024, estimating the fair value of the proprietary segment by utilizing an income approach that uses the discounted cash flow ("DCF") analysis. As part of the Company's analysis of its goodwill, the results of this test indicated that the estimated fair value exceeded the carrying value as of December 31, 2024.

Auditing the Company's goodwill impairment test was complex due to the significant judgement involved and required the involvement of specialist in determining the fair value of the proprietary segment. In particular, the fair value estimate was sensitive to significant assumptions that require judgment, including the amount and timing of future cash flows (e.g., revenue growth rates and gross margin), long-term growth rates, and the discount rate. These assumptions are affected by factors such as expected future market or economic conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated, and tested the design and operating effectiveness of internal controls over the Company's goodwill impairment review process. We tested controls over management's review of the valuation model and the significant assumptions, as discussed above, used to develop the prospective financial information. We also tested management's controls to validate that the data used in the valuation was complete and accurate.

To test the estimated fair value of the Company's proprietary segment, we performed audit procedures that included, among others, testing management's process for developing the fair value estimate; evaluating the appropriateness of the discounted cash flow model; testing the completeness, accuracy, and relevance of underlying data used in the model; and evaluating the significant assumptions as mentioned above. Evaluating management's assumptions related to future cash flows involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the proprietary segment, (ii) the consistency with external market and industry data, (iii) sensitivities over significant inputs and assumptions and (iv) whether these assumptions were consistent with evidence obtained in other areas of the audit. We also involved our valuation specialists in assisting with our evaluation of the methodology used by the Company and the significant assumptions included in the fair value estimates.

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Valuation of the provision of sales rebates, and wholesaler chargebacks liabilities (the "Rebates") in the United States

Description of the Matter

As discussed in Note 2l to the consolidated financial statements, following the acquisition of a portfolio of four FDA-approved plasma derived hyperimmune commercial products, the Company sells these products mainly within the U.S markets through its subsidiary Kamada Inc. to wholesalers/distributors. The Company's gross sales are subject to various deductions, which are primarily composed of rebates to group purchasing organizations, government agencies, wholesalers, health insurance companies and managed healthcare organizations. These rebates represent estimates of the related obligations, requiring the use of judgment when estimating the effect of these rebates on gross sales for a reporting period.

Auditing the provision of the rebates related to the U.S markets is complex because of the subjectivity of certain assumptions and judgments required to develop estimates. These significant assumptions and judgments include consideration of historical claims, experience, payer channel mix, current contract prices, unbilled claims, and claims submissions time lags. Additionally, auditing this matter is challenging given the Company's limited availability of historical sales and rebate data for these products.

How We Addressed the Matter in Our Audit

We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's rebates provision process. We obtained an understanding of the Company's process to estimate the provision for rebates.

We performed substantive test procedures related to the rebates, which included testing the significant assumptions and mathematical accuracy. We tested the completeness of the data used in the estimates and developed expectations of the key inputs using independent sources. To address the completeness of the provision, we also assessed the historical accuracy of management's estimates by comparing actual activity to previous estimates and performing analytical procedures. Finally, we considered subsequent events and any new information after the financial statement date that would require an adjustment to the provision.

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Valuation of Inventory

Description of the Matter	As of December 31, 2024, the Company's inventory totaled $78.8 million. As described in Notes 2d and Note 8 to the consolidated financial statements, inventory is comprised of raw materials, work-in-progress, and finished goods relating to both the Proprietary and Distribution segments. The value of work in progress and finished goods related to the Proprietary segment includes direct and indirect costs. As part of the quarterly inventory valuation process, the Company assesses the potential effect on inventory in cases of deviations from quality standards in the manufacturing process to identify potential required inventory write offs. Auditing the valuation of the Company's inventory was complex and involved subjective auditor judgment because of the significant assumptions management makes to determine the inventory write-offs as a result from deviations from quality standards. Management's determination of deviations from quality standards is based on qualitative assessment, historical data and the Company's past experience.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated, and tested the design and operating effectiveness of internal controls over the Company's inventory valuation process, including controls over the assessment of required write offs due to deviations from quality standards, and the completeness and accuracy of underlying data and assumptions. To test management's assessment of required write offs due to deviation from quality standards, our audit procedures included, among others, obtaining the deviations analysis reports from management and evaluating their appropriateness by comparing with historical data. We also held discussions with Company personnel to understand the judgments and qualitative factors considered in their analysis.

/s/ KOST FORER GABBAY & KASIERER
A Member of EY Global

We have served as the Company's auditor since 2005.
Tel-Aviv, Israel
March 5, 2025

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of
Kamada Ltd.

Opinion on Internal Control Over Financial Reporting

We have audited Kamada Ltd. and subsidiaries' internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), (the COSO criteria). In our opinion, Kamada Ltd. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Company as of December 31, 2024 and 2023, the related consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and our report dated March 5, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting.

Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KOST FORER GABBAY & KASIERER
A Member of EY Global

Tel-Aviv, Israel
March 5, 2025

Consolidated Statements of Financial Position

	Note	As of December 31, 2024	2023
		U.S. Dollars in thousands	
Assets			
Current Assets			
Cash and cash equivalents	5	$ 78,435	$ 55,641
Trade receivables, net	6	21,547	19,877
Other accounts receivables	7	5,546	5,965
Inventories	8	78,819	88,479
Total Current Assets		184,347	169,962
Non-Current Assets			
Property, plant and equipment, net	9	36,245	28,224
Right-of-use assets	14	9,617	7,761
Intangible assets and other long-term assets	10	103,226	110,152
Goodwill	10	30,313	30,313
Contract asset	10	8,019	8,495
Deferred taxes	21	488	-
Total Non-Current Assets		187,908	184,945
Total Assets		$ 372,255	$ 354,907
Liabilities			
Current Liabilities			
Current maturities of lease liabilities	14	1,631	1,384
Current maturities of other long term liabilities	13	10,181	14,996
Trade payables	11	27,735	24,804
Other accounts payables	12	9,671	8,261
Deferred revenues		171	148
Total Current Liabilities		49,389	49,593
Non-Current Liabilities			
Lease liabilities	14	9,431	7,438
Contingent consideration	13a	20,646	18,855
Other long-term liabilities	13a	32,816	34,379
Employee benefit liabilities, net	16	509	621
Total Non-Current Liabilities		63,402	61,293
Shareholder's Equity	19		
Ordinary shares		15,028	15,021
Additional paid in capital net		266,933	265,848
Capital reserve due to translation to presentation currency		(3,490)	(3,490)
Capital reserve from hedges		51	140
Capital reserve from share-based payments		6,316	6,427
Capital reserve from employee benefits		364	275
Accumulated deficit		(25,738)	(40,200)
Total Shareholder's Equity		259,464	244,021
Total Liabilities and Shareholder's Equity		$ 372,255	$ 354,907

The accompanying notes are an integral part of the Consolidated Financial Statements.

Consolidated Statements of Profit or Loss and Other Comprehensive Income

	Note	For the Year Ended December 31, 2024	2023	2022
		U.S. Dollars in thousands, except for share and per share data		
Revenues from proprietary products	1a	$ 141,447	$ 115,458	$ 102,598
Revenues from distribution		19,506	27,061	26,741
Total revenues	22a,b	160,953	142,519	129,339
Cost of revenues from proprietary products		73,708	63,342	58,229
Cost of revenues from distribution		17,278	23,687	24,407
Total cost of revenues	22c	90,986	87,029	82,636
Gross profit		69,967	55,490	46,703
Research and development expenses	22d	15,185	13,933	13,172
Selling and marketing expenses	22e	18,428	16,193	15,284
General and administrative expenses	22f	15,702	14,381	12,803
Other expense		601	919	912
Operating income		20,051	10,064	4,532
Financial income	22g	2,118	588	91
Income (expenses) in respect of currency exchange differences and derivatives instruments, net	22g	(94)	55	298
Revaluation of long-term liabilities	15	(8,081)	(980)	(6,266)
Financial expense	22g	(660)	(1,298)	(914)
Income before tax on income		13,334	8,429	(2,259)
Taxes on income	21	1,128	(145)	(62)
Net Income (Loss)		$ 14,462	8,284	(2,321)
Other Comprehensive Income:				
Amounts that will be or that have been reclassified to profit or loss when specific conditions are met, net of tax				
Gain (loss) on cash flow hedges		(30)	(186)	(776)
Net amounts transferred to the statement of profit or loss for cash flow hedges		(59)	414	634
Items that will not be reclassified to profit or loss in subsequent periods:				
Remeasurement gain (loss) from defined benefit plan		89	(73)	497
Total comprehensive income (loss)		$ 14,462	$ 8,439	$ (1,966)
Earnings per share attributable to equity holders of the Company:	23			
Basic net earnings (loss) per share		$ 0.25	$ 0.17	$ (0.05)
Diluted net earnings per (loss) share		$ 0.25	$ 0.15	$ (0.05)

The accompanying notes are an integral part of the Consolidated Financial Statements.

Consolidated Statements of Changes in Equity

	Share capital	Additional paid in capital	Capital reserve due to translation to presentation currency	Capital reserve from hedges	Capital reserve from share based payments	Capital reserve from employee benefits	Accumulated deficit	Total equity
	U.S. Dollars in thousands							
Balance as of December 31, 2021	$ 11,725	$ 210,204	$ (3,490)	$ 54	$ 4,643	$ (149)	$ (46,163)	$ 176,824
Net income (loss)							(2,321)	(2,321)
Other comprehensive income (loss)	-	-	-	(142)	-	497	-	355
Total comprehensive income (loss)	-	-	-	(142)	-	497	(2,321)	(1,966)
Exercise and forfeiture of share-based payment into shares	9	291	-	-	(291)	-	-	9
Cost of share-based payment	-	-	-	-	1,153	-	-	1,153
Balance as of December 31, 2022	$ 11,734	$ 210,495	$ (3,490)	$ (88)	$ 5,505	$ 348	$ (48,484)	$ 176,020
Net income (loss)							8,284	8,284
Other comprehensive income (loss)	-	-	-	228	-	(73)	-	155
Total comprehensive income (loss)	-	-	-	228	-	(73)	8,284	8,439
Issuance of shares	3,283	54,948	-	-	-	-	-	58,231
Exercise and forfeiture of share-based payment into shares	4	405			(405)			4
Cost of share-based payment	-	-	-	-	1,327	-	-	1,327
Balance as of December 31, 2023	$ 15,021	265,848	$ (3,490)	$ 140	$ 6,427	$ 275	$ (40,200)	$ 244,021
Net income (loss)							14,462	14,462
Other comprehensive income (loss), net of tax	-	-	-	(89)	-	89	-	-
Total comprehensive income (loss)	-	-	-	(89)	-	89	14,462	14,462
Exercise and forfeiture of share-based payment into shares	7	985	-	-	(985)	-	-	7
Cost of share-based payment	-	-	-	-	874	-	-	874
Income tax impact associated with issuance of shares	-	100	-	-	-	-	-	100
Balance as of December 31, 2024	$ 15,028	$ 266,933	$ (3,490)	$ 51	$ 6,316	$ 364	$ (25,738)	$ 259,464

The accompanying notes are an integral part of the Consolidated Financial Statements.

Consolidated Statements of Cash Flows

	Note	For the year ended December 31, 2024	2023	2022
		U.S. Dollars in thousands		
Cash Flows from Operating Activities				
Net income (loss)		$ 14,462	$ 8,284	$ (2,321)
Adjustments to reconcile net income to net cash provided by operating activities:				
Adjustments to the profit or loss items:				
Depreciation and amortization	9,10,14	13,808	12,714	12,155
Financial expense, net		6,717	1,635	6,791
Cost of share-based payment	20	874	1,314	1,153
Taxes on income	22	(1,128)	145	62
Loss (gain) from sale of property and equipment		11	(5)	-
Change in employee benefit liabilities, net		52	(125)	(111)
		20,334	15,678	20,050
Changes in asset and liability items:				
Decrease (increase) in trade receivables, net		(1,977)	7,835	7,603
Decrease (increase) in other accounts receivables		593	(1,150)	(578)
Decrease (increase) in inventories		9,659	(19,694)	(1,361)
Decrease (increase) in contract asset		476	2,814	(1,340)
Increase (decrease) in trade payables		1,226	(8,885)	7,055
Increase in other accounts payables		1,413	765	290
Increase (decrease) in deferred revenues		23	113	(20)
		11,413	(18,202)	11,649
Cash (paid) received during the year for:				
Interest paid		(594)	(1,228)	(853)
Interest received		2,118	-	97
Taxes paid		(139)	(217)	(36)
		1,385	(1,445)	(792)
Net cash provided by operating activities		$ 47,594	$ 4,315	$ 28,586

The accompanying notes are an integral part of the Consolidated Financial Statements.

Consolidated Statements of Cash Flows

	Note	For the year ended December 31, 2024	2023	2022
		U.S. Dollars in thousands		
Cash Flows from Investing Activities				
Purchase of property and equipment and intangible assets	9	$ (10,740)	$ (5,850)	$ (3,784)
Proceeds from sale of property and equipment		1	7	-
Net cash used in investing activities		(10,739)	(5,843)	(3,784)
Cash Flows from Financing Activities				
Proceeds from exercise of share base payments		7	4	9
Proceeds from issuance of ordinary shares, net	20f	-	58,231	-
Repayment of lease liabilities		(1,251)	(850)	(1,098)
Repayment of long-term loans		-	(17,407)	(2,628)
Repayment of other long-term liabilities		(12,667)	(17,300)	(5,626)
Net cash provided by (used in) financing activities		(13,911)	22,678	(9,343)
Exchange differences on balances of cash and cash equivalent		(150)	233	212
Increase in cash and cash equivalents		22,794	21,383	15,671
Cash and cash equivalents at the beginning of the year		55,641	34,258	18,587
Cash and cash equivalents at the end of the year		$ 78,435	$ 55,641	$ 34,258
Significant non-cash transactions				
Right-of-use asset recognized with corresponding lease liability	15	$ 3,304	$ 6,546	$ 551
Purchase of property and equipment in credit		$ 1,955	$ 646	$ 618

The accompanying notes are an integral part of the Consolidated Financial Statements.

NOTE 1: - GENERAL

General description of the Company and its activity

Kamada Ltd (the "Company") is a global biopharmaceutical company with a portfolio of marketed products indicated for rare and serious conditions and a leader in the specialty plasma-derived therapies field. The Company's strategy is focused on driving profitable growth through four primary growth pillars: First, organic growth from its commercial activities, including continued investment in the commercialization and life cycle management of its proprietary products, which include six FDA-approved specialty plasma-derived products: KEDRAB®, CYTOGAM®, GLASSIA®, WINRHO SDF®, VARIZIG® and HEPAGAM B® , as well as KAMRAB®, KAMRHO (D)® and two types of equine-based anti-snake venom products, and the products in the Distribution segment portfolio, mainly through the launch of several biosimilar products in Israel. Second, the Company aims to secure significant new business development, in-licensing, collaboration and/or merger and acquisition opportunities, which are anticipated to enhance the Company's marketed products portfolio and leverage its financial strength and existing commercial infrastructure to drive long-term growth. Third, the Company is expanding its plasma collection operations to support revenue growth through the sale of normal source plasma to other plasma-derived manufacturers, and to support its increasing demand for hyper-immune plasma. The Company currently owns two operating plasma collection centers in the United States, in Beaumont Texas and Houston Texas, and plans to open the third center in San Antonio, Texas, by the end of the first quarter of 2025. Lastly, the Company is leveraging its manufacturing, research and development expertise to advance the development and commercialization of additional product candidates, targeting areas of significant unmet medical need, with its lead product candidate Inhaled AAT, for which the Company is continuing to progress the InnovAATe clinical trial, a randomized, double-blind, placebo-controlled, pivotal Phase 3 trial.

In November 2021, the Company acquired, pursuant to an Asset Purchase Agreement, CYTOGAM, WINRHO SDF, VARIZIG and HEPGAM B from Saol Therapeutics Ltd. ("Saol" and "Saol APA"). The acquisition of this portfolio furthered the Company's core objective to become a fully integrated specialty plasma company with strong commercial capabilities in the U.S. market, as well as to expand to new markets, mainly in the Middle East/North Africa region, and to broaden the Company's portfolio offering in existing markets. The Company's wholly owned U.S. subsidiary, Kamada Inc., is responsible for the commercialization of the four products in the U.S. market, including direct sales to wholesalers and local distributers.

In accordance with an agreement with Takeda Pharmaceuticals Company Limited ("Takeda"), starting from the first quarter of 2022, Takeda pays the Company royalties on sales of GLASSIA manufactured by Takeda in the United States and, commencing in 2024, in Canada, at a rate of 12% on net sales through August 2025 and at a rate of 6% thereafter until 2040, with a minimum of $5 million annually for each year from 2022 to 2040. The Company will also be entitled to royalty income on sales of GLASSIA by Takeda in Australia and New Zealand, to the extent that GLASSIA will be approved, and sales will be generated in these markets by Takeda in the future. Refer to Note 17 for further details on the engagement with Takeda.

NOTE 1: - GENERAL (CONT.)

General description of the Company and its activity (cont.)

The Company's ordinary shares are listed for trading on the Tel Aviv Stock Exchange and the NASDAQ Global Select Market.

FIMI Opportunity Funds ("FIMI"), the leading private equity firm in Israel beneficially owns approximately 38% of the Company's outstanding ordinary shares and is a controlling shareholder of the Company; within the meaning of the Israeli Companies Law, 1999. Refer to Note 19f for further details.

The Company's activity is divided into two operating segments:

Proprietary Products	Manufacturing, sales and distribution of plasma-derived protein therapeutics.
Distribution	Distribute imported drug products in Israel, which are manufactured by third parties.

The Company has four wholly-owned subsidiaries – Kamada Inc., Kamada Plasma LLC (wholly owned by Kamada Inc.), KI Biopharma LLC and Kamada Ireland Limited. In addition, the Company owns 74% of Kamada Assets Ltd. ("Kamada Assets").

NOTE 2: - MATERIAL ACCOUNTING POLICIES

a. Basis of presentation of financial statements

1. These financial statements have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standard Board.

2. Measurement basis:

The Company's consolidated financial statements are prepared on a cost basis, except for financial assets and liabilities (including derivatives and contingent consideration) which are measured at fair value through profit or loss (See Note 15).

The Company has elected to present profit or loss items using the "function of expense" method.

b. The Company's operating cycle is one year.

c. Functional currency, presentation currency and foreign currency

1. Functional currency and presentation currency

The consolidated financial statements are presented in U.S. dollars, which is the Company's functional and presentation currency.

2. Transactions, assets and liabilities in foreign currency

Transactions denominated in foreign currency are recorded on initial recognition at the exchange rate at the date of the transaction. After initial recognition, monetary assets and liabilities denominated in foreign currency are translated at the end of each reporting period into the functional currency at the exchange rate at that date. Exchange differences are recognized in profit or loss. Non-monetary assets and liabilities measured at cost in a foreign currency are translated at the exchange rate at the date of the transaction.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

d. Inventories

Inventories are measured at the lower of cost and net realizable value. The cost of inventories comprises of the costs of purchase of raw and other materials and costs incurred in bringing the inventories to their present location and condition. Net realizable value is the estimated selling price in the ordinary course of business, net of selling expenses.

Cost of inventories is determined as follows:

Raw materials	At cost using the first-in, first-out method.
Work in process	Costs of raw materials, direct and indirect costs including labor, other materials and other indirect manufacturing costs allocated to the in process manufactured batches through the end of the reporting period. The allocation of indirect costs is accounted for on a quarterly basis by dividing the total quarterly indirect manufacturing cost to the batches manufactured during that quarter based on predetermined allocation factors. The Company determines a standard manufacturing capacity for each quarter. To the extent the actual manufacturing capacity in a given quarter is lower than the predetermined standard, than a portion of the indirect costs which is equal to the product of the overall quarterly indirect costs multiplied by the quarterly manufacturing shortfall rate is recognized as costs of revenues
Finished products	Costs of raw materials, direct and indirect costs including labor, other materials and other indirect manufacturing costs allocated to the manufactured finished products through completion of manufacturing process.
Purchased products	At cost using the first-in, first-out method.

The Company periodically evaluates the condition and age of inventories and accounts for impairment of inventories with a lower net realizable value or which are slow moving.

e. Financial instruments

1. Financial assets

The Company's portfolio of financial assets consists mainly of trade receivables and bank deposits. The objective of the business model for managing the Company's financial instruments is to collect the amounts due from them, and for bank deposits to earn contractual interest income on the amounts collected. All of the Company's financial assets' contractual cash flows represent solely payments of principal and interest (SPPI). Thus, the Company accounts for its financial assets under the amortized cost model. For those financial assets, the Company analyzes each material customer's balance individually to evaluate and measure the expected credit losses ("ECLs") of its trade receivables. Loss rates are based on actual credit loss experience, adjusted for current conditions and the Company's view of the economic conditions over the expected lives of the trade receivables

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

e. Financial instruments (cont.)

2. Financial liabilities

Financial liabilities within the scope of IFRS 9 are initially measured at fair value less transaction costs that are directly attributable to the issuance of the financial liability.

After initial recognition, the accounting treatment of financial liabilities is based on their classification as follows:

a) Financial liabilities measured at amortized cost

Loans and assumed liabilities, including liabilities for future payment of royalties, are measured based on their terms at amortized cost using the effective interest method considering directly attributable transaction costs. Reassessment of cash flows arising from assumed financial liabilities is recognized as finance income or expense in the statement of operations.

b) Financial liabilities measured at fair value

Derivatives are classified as fair value through profit and loss unless they are designated as effective hedging instruments (see below). Transaction costs are recognized in profit or loss.

After initial recognition, changes in fair value are recognized either in income (expenses) in respect of currency exchange differences and derivatives instruments line item for non-hedge accounting derivatives or in other comprehensive income for hedge accounting derivatives.

Contingent consideration in a business combination

Contingent consideration recognized in a business combination is classified as a financial liability in accordance with IFRS 9.

Contingent consideration is measured at fair value. The fair value is determined using valuation techniques and method, using future cash flows discounted. Subsequent changes in the fair value of the contingent consideration are recognized in profit or loss as finance income or finance expense.

f. Derivative financial instruments designated as hedges

The Company enters into contracts for derivative financial instruments such as forward currency contracts and cylinder strategy in respect of foreign currency to hedge risks associated with foreign exchange rates fluctuations and cash flows risk. Such derivative financial instruments are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

At the inception of a hedge relationship, the Company formally designates and documents the hedge relationship to which the Company wishes to apply hedge accounting and the risk management objective and strategy for undertaking the hedge. The hedge effectiveness is assessed at the end of each reporting period.

Any gains or losses arising from changes in the fair value of derivatives that do not qualify for hedge accounting are recorded in profit or loss.

Cash flow hedges

The effective portion of the gain or loss on the hedging instrument is recognized as other comprehensive income (loss), while any ineffective portion is recognized immediately in profit or loss.

Amounts recognized as other comprehensive income (loss) are reclassified to profit or loss when the hedged transaction affects profit or loss, such as when the hedged income or expense is recognized or when a forecast payment occurs.

g. Property, plant and equipment

Property, plant and equipment are measured at cost, including directly attributable costs, less accumulated depreciation excluding day-to-day servicing expenses. Cost includes spare parts and auxiliary equipment that can be used only in connection with the plant and equipment.

The cost of assets includes the cost of materials, direct labor costs, as well as any costs directly attributable to bringing the asset to the location and condition necessary for it to operate in the manner intended by management.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

g. Property, plant and equipment (cont.)

The Company's assets include computer systems comprising hardware and software. Software forming an integral part of the hardware to the extent that the hardware cannot function without the software installed on it is classified as property, plant and equipment.

Depreciation is calculated on a straight-line basis over the useful life of the assets at annual rates as follows:

	%	Mainly %
Buildings	2.5-4	4
Machinery and equipment	10-20	15
Vehicles	15	15
Computers, software, equipment and office furniture	6-33	33
Leasehold improvements	(*)	10

(*) Leasehold improvements are depreciated on a straight-line basis over the shorter of the lease term (including the extension option held by the Company and intended to be exercised) and the expected life of the improvement.

h. Leases

The Company leases lands, facilities dedicated for office space plasma collection centers and storage spaces, vehicles and office equipment (see Note 14).

For leases in which the Company is the lessee, it recognizes a right-of-use asset and a lease liability on the commencement date of the lease. The Company has elected to apply the recognition exemption for leases which the lease term is up to 12 months and for leases for which the underlying asset is of low value. For these excluded leases, the Company recognizes the lease payments as an expense in profit or loss on a straight-line basis over the lease term.

In measuring the lease liability, the Company has elected to apply the practical expedient and does not separate the lease components from the non-lease components (such as management and maintenance services, etc.). On the commencement date, the lease liability includes all unpaid lease payments discounted at the interest rate implicit in the lease, if that rate can be readily determined, or otherwise using the Company's incremental borrowing rate. The Company determines the incremental borrowing rate based on its credit risk, the lease term and other economic variables deriving from the lease contract's conditions and restrictions. After the commencement date, the Company measures the lease liability using the effective interest rate method.

The right-of-use asset is measured applying the cost model and depreciated over the shorter of its useful life or the lease term, as follows:

	%	Mainly %
Land and Buildings	4-10	10
Vehicles	20-33	33
office equipment (i.e. printing and photocopying machines)	20	20

Variable lease payments that depend on an index:

For leases in which the Company is the lessee, the aggregate changes in future lease payments resulting from a change in the index are discounted (without a change in the discount rate applicable to the lease liability) and recorded as an adjustment of the lease liability and the right-of-use asset, only when there is a change in the cash flows resulting from the change in the index (that is, when the adjustment to the lease payments takes effect).

Lease modifications:

Most of the Company's lease modifications are for the extension of existing lease contracts, as such, these modifications do not reduce the scope of the lease or result in a separate lease. Under those modifications, the Company re-measures the lease liability based on the modified lease terms using a revised discount rate as of the modification date and records the change in the lease liability as an adjustment to the right-of-use asset.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

i. Intangible assets

Separately acquired intangible assets are measured on initial recognition at cost including directly attributable costs. Intangible assets acquired in a business combination are measured at fair value at the acquisition date.

Intangible assets with a finite useful life are amortized on a straight-line basis over their useful life, as follows:

	Estimated life	Amortization method
Intellectual property	15-20	Straight-line
Customer Relations	20	Straight-line
Production agreement	6	Straight-line
Distribution right	10-15	Straight-line over the contract period
Goodwill	Indefinite	Not amortized

For additional information regarding intangible assets, see Note 10.

j. Impairment of non-financial assets

The Company reviews the carrying amount of non-financial assets (other than inventories, contract assets and deferred tax assets), at each reporting date, to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amount is estimated. If the carrying amount of non-financial assets exceeds their recoverable amount, the assets are reduced to their recoverable amount.

Goodwill is evaluated for potential impairment on an annual basis, on December 31 of each year, or more frequently if events or changes in circumstances indicate that there is a potential impairment. The Company's goodwill is attributed to the Proprietary Products segment, which represents the lowest level within the Company at which goodwill is monitored for internal management purposes (see Note 10).

Goodwill is evaluated for impairment by assessing the recoverable amount of the CGU (or group of CGUs) to which the goodwill has been allocated. An impairment loss is recognized if the recoverable amount of the CGU (or group of CGUs) to which goodwill has been allocated is less than the carrying amount of the CGU (or group of CGUs). Any impairment loss is allocated first to goodwill. Impairment losses recognized for goodwill cannot be reversed in subsequent periods.

In the years ended December 31, 2024, and 2023, the Company did not recognize impairment losses for goodwill.

k. Employee benefit liabilities

The Company has several employee benefit plans:

1. Short-term employee benefits

Short-term employee benefits including salaries, paid annual leave, paid sick leave, recreation, and social security contributions, are recognized as expenses as the services are rendered. A liability in respect of a cash bonus is recognized when the Company has a legal or constructive obligation to make such payment due to past service rendered by an employee and a reliable estimate of the amount can be made.

2. Post-employment benefits

Post-employment benefits plans are typically financed by contributions to pension funds or similar entities, such as insurance companies, and are classified as defined contribution plans or defined benefit plans.

With respect to its employees in Israel, the Company has defined contribution plans pursuant to Section 14 to the Israeli Severance Pay Law, 1963 (the "Israeli Severance Pay Law"), under which the Company pays fixed contributions to certain employees under Section 14 and will have no legal or constructive obligation to pay further contributions.

Contributions to the defined contribution plan in respect of severance or retirement pay are recognized as an expense when contributed concurrently with performance of the employee's services.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

k. Employee benefit liabilities (cont.)

In addition, with respect to certain other Israeli based employees who were hired prior to the establishment of the defined contribution plans pursuant to Section 14 to the Israeli Severance Pay Law, the Company operates a defined benefit plan in respect of severance pay pursuant to the Israeli Severance Pay Law. According to the Israeli Severance Pay Law, employees are entitled to severance pay upon dismissal or retirement. The liability for termination of employment is measured using the projected unit credit method. The actuarial assumptions include expected salary increases and rates of employee's turnover based on the estimated timing of payment. The amounts are presented based on discounted expected future cash flows using a discount rate determined by reference to market yields at the reporting date on high quality corporate bonds that are linked to the Israeli Consumer Price Index with a term that is consistent with the estimated term of the severance pay obligation.

In respect of its defined benefit plan obligation, the Company makes current deposits to pension funds or similar entities, such as insurance companies, ("plan assets"). Plan assets comprise assets held by a long-term employee benefit fund or qualifying insurance policies. Plan assets are not available to the Company's own creditors and cannot be returned directly to the Company. The liability for employee benefits shown in the statement of financial position reflects the present value of the defined benefit obligation less the fair value of the plan assets.

U.S. employees defined contribution plan:

Since August 2022, Kamada Inc., the Company's U.S. wholly owned subsidiary has a 401(k) defined contribution plan covering certain employees in the United States. All eligible employees may elect to contribute up to 100% of their annual compensation to the plan through salary deferrals, subject to Internal Revenue Service limits. For the year ended December 31, 2024, the contribution limit was $23,000 per year (for certain employees over 50 years of age the maximum contribution was $30,500 per year). The U.S. subsidiary matches 3% of employee contributions up to the combined maximum employee and employer contributions totaling $69,000 (for certain employees over 50 years of age the maximum contribution was $76,500 per year).

l. Revenue recognition

The Company's main source of revenue is from the sale of products to strategic partners and distributors through the entering into sales and distribution agreements. In addition, and commencing from 2022, the Company also generates revenue in the form of royalties received under a license agreement that grant the use of the Company's knowhow and patents. Under the royalty exception, revenue is recognized when the underlying sales have occurred.

The Company assesses, on the inspection date, the goods or services to be provided under the sales and distribution agreements with its customers and identifies its performance obligations under such agreements. In order to identify distinct performance obligations, the Company examines whether it provides a significant service of integrating the goods or services in the contract into one integrated outcome.

Performance obligations are met when the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer and the Company's obligation to transfer such goods or services is separately identifiable from other obligations in the agreement. The Company recognizes revenue from agreements with customers at a point in time when control of the Company's product is transferred to the customer, generally on delivery of the goods according to the shipment terms.

The Company determines the transaction price separately for each agreement with a customer taking into consideration variable prices, discounts, chargeback, rebates, adjustments to the net market price and in certain conditions the Company provide right to return option. The Company includes the estimated variable consideration in the transaction price only to the extent it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty is resolved.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

l. Revenue recognition (cont.)

Following the acquisition of the four FDA-approved plasma derived hyperimmune commercial products in November 2021, the Company, through its wholly owned subsidiary Kamada Inc., sells these acquired products in the U.S. market to wholesalers/distributors that redistribute/sell these products to other parties such as hospitals and pharmacies. Revenue recognition occurs at a point in time when control of the product is transferred to the wholesalers/distributors, generally on delivery of the goods.

The Company's gross sales are subject to various deductions, which are primarily composed of rebates and discounts to group purchasing organizations, government agencies, wholesalers, health insurance companies and managed healthcare organizations. These deductions represent estimates of the related obligations, requiring the use of judgment when estimating the effect of these sales deductions on gross sales for a reporting period. These adjustments are deducted from gross sales to arrive at net sales. The Company monitors the obligation for these deductions on at least a quarterly basis and records adjustments when rebate trends, rebate programs and contract terms, legislative changes, or other significant events indicate that a change in the obligation is appropriate. The Company has elected to apply the practical expedient such that it does not evaluate payment terms less than one year for the existence of a significant financing component.

The following summarizes the nature of the most significant adjustments to revenues generated from the sales of these products in the U.S. market:

- Wholesaler chargebacks:

  Certain indirect customers of the Company are entitled to acquire products from wholesalers at reduced prices. When applicable, a chargeback, which represents the difference between the invoice price to the wholesaler and the indirect customer's discounted price, is issued by the wholesaler to the Company. Provisions for estimating chargebacks are calculated based on historical experience, product demand and the balance of the product at the wholesaler. The provision for chargebacks is recorded as a deduction of revenue and of the trade receivables on the consolidated statements of financial position.

- Fees for service:

  Consists of wholesaler/distributor fees. The wholesalers/distributors charge the Company fees for the redistribution of the products to hospitals and pharmacies. These fees are outlined in each wholesaler/distributor contract. The fees are invoiced to the Company monthly or quarterly by the wholesaler/distributor. The provisions for fees for service are recorded in the same period that the corresponding revenues are recognized.

- Right to return option:

  The company offers a right to return option under certain conditions, mainly when goods are sold with a short expiry date. The revenue recognized reflects the amount of consideration the company expects to be entitled to, excluding the estimated returns.

Costs to fulfill a contract:

Costs to fulfill a contract, which primarily consist of costs arising from technology transfers in preparation of supply contracts or anticipated contracts, are recognized as an asset when the costs generate or enhance the Company's resources that will be used in satisfying or continuing to satisfy the performance obligations in the future and are expected to be recovered. Costs to fulfill a contract consist of direct identifiable costs and indirect costs that can be attributed to a contract based on a reasonable allocation method. These costs include mainly salaries and other employee benefits costs. Costs to fulfill a contract are amortized on a systematic basis that is consistent with the provision of the goods and services under the contracts.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

l. Revenue recognition (cont.)

As of December 31, 2024, and 2023, the Company recognized an asset related to the costs to fulfill a contract in the net amounts of $8,019 thousand and $8,495 thousand, respectively. Refer to Note 10 for further information.

m. Research and development costs

Research and development expenditures are recognized in profit or loss when incurred and include preclinical and clinical costs (as well as cost of materials associated with the development of new products or existing products for new therapeutic indications). In addition, these costs include additional product development activities with respect to approved and distributed products as well as post marketing commitment research and development activities.

Since the Company's development projects are often subject to regulatory approval procedures and other uncertainties, the conditions for the capitalization of costs incurred before receipt of approvals are not normally satisfied and therefore, development expenditures are recognized in profit or loss when incurred.

n. Taxes on income

Current and Deferred taxes

Taxes on income in profit or loss comprise of current taxes, deferred taxes and taxes in respect of prior years, which are mainly recognized in profit or loss.

Deferred taxes are computed in respect of temporary differences between the carrying amounts in the financial statements and the amounts attributed for tax purposes.

Deferred tax assets are reviewed at the end of each reporting period and reduced to the extent that it is no longer probable that they will be utilized. Deductible carryforward losses and temporary differences for which deferred tax assets have not been recognized are reviewed at the end of each reporting period and a respective deferred tax asset is recognized to the extent that their utilization is probable.

The Company operates in multiple tax jurisdictions. Deferred taxes are offset in the statement of financial position if there is a legally enforceable right to offset a current tax asset against a current tax liability and the deferred taxes relate to the same taxpayer and the same taxation authority.

As of December 31, 2024, the Company recorded a deferred tax asset, net at an amount of $488 thousands representing the utilization of previously unrecognized tax losses and other deductible temporary differences as the Company considered it probable that future taxable profits will be available against which they can be utilized. As a result, the Company recognized deferred tax income of $488 thousands of which $16 thousands was recognized in equity.

NOTE 2: - MATERIAL ACCOUNTING POLICIES (CONT.)

n. Taxes on income (cont.)

Uncertain tax positions

The Company evaluates potential uncertain tax positions, including additional tax and interest expenses, and recognizes a provision when it is more probable than not that the Company will have to use its economic resources to pay such obligation.

As of December 31, 2024, and December 31, 2023, the application of IFRIC 23 did not have a material effect on the financial statements.

o. Provisions

A provision in accordance with IAS 37 is recognized when the Company has a present (legal or constructive) obligation as a result of a past event, it is expected to require the use of economic resources to settle the obligation and a reliable estimate can be made of the obligation.

p. Share-based payment transactions

The Company's employees and members of its Board of Directors are entitled to remuneration in the form of equity-settled share-based payment transactions, primarily in the form of options and, in the past, restricted shares units. The cost of such equity-settled transactions is measured at the fair value of the equity instruments granted at grant date. The fair value of options is determined using a standard option pricing model, specifically the binomial option valuation model. The fair value of restricted share units is determined using the share price at the grant date.

The cost of equity-settled share-based payment transactions is recognized in profit or loss together with a corresponding increase in shareholder's equity during the period during which the performance and/or service conditions are to be satisfied ending on the date on which the relevant employees or directors become entitled to the award ("the vesting period"). The cumulative expense recognized for equity-settled transactions at the end of each reporting period until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the number of equity instruments that will ultimately vest.

No expense is recognized for awards that do not ultimately vest.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS

a. Judgments

In the process of applying the significant accounting policies, the Company has made the following judgments which have the most significant effect on the amounts recognized in the financial statements:

- Determining the fair value of share-based payment transactions

The fair value of equity settled share-based payment transactions is determined upon initial recognition by an acceptable option pricing model. The inputs to the model include share price, exercise price (if applicable) and assumptions regarding expected volatility, expected life of the equity instrument and expected dividend yield.

- Revenue

Identification of performance obligations in contracts with customers:

In order to identify distinct performance obligations in a contract with a customer, the Company uses judgment when it examines whether it is providing a significant service of integrating the goods or services under the contract into one integrated outcome.

Measurement of variable consideration

In order to determine the transaction price, the Company estimates the amount of the variable consideration which includes variable prices, discounts, chargeback, rebates, adjustments to the net market price and in certain conditions the right to return option The Company recognizes revenue in an amount where there is a high probability that its inclusion will not result in a significant revenue reversal in the future after the uncertainty has been resolved. Following the acquisition of a portfolio of four FDA-approved plasma derived hyperimmune commercial products (as described under Note 1), the Company sells its products mainly in the U.S market through its subsidiary Kamada Inc. to wholesalers/distributors. The Company's gross sales are subject to various deductions, which are primarily composed of rebates and discounts to group purchasing organizations, government agencies, wholesalers, health insurance companies and managed healthcare organizations. These deductions represent estimates of the related obligations, requiring the use of judgment when estimating the effect of these sales deductions on gross sales for a reporting period.

Costs to fulfill a contract:

Costs to fulfill a contract, which primarily consist of costs arising from technology transfers in preparation of supply contracts or anticipated contracts, are recognized as an asset when the costs generate or enhance the Company's resources that will be used in satisfying or continuing to satisfy the performance obligations in the future and are expected to be recovered. Costs to fulfill a contract consist of direct identifiable costs and indirect costs that can be attributed to a contract based on a reasonable allocation method. These costs include mainly salaries and other employee benefits costs. Costs to fulfill a contract are amortized on a systematic basis that is consistent with the provision of the goods and services under the contracts.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (CONT.)

a. Judgments (cont.)

- Inventory

  Work in process and finished goods includes direct and indirect costs. The allocation of indirect costs is accounted for on a quarterly basis by dividing the total quarterly indirect manufacturing cost to the batches manufactured during that quarter based on predetermined allocation factors. The criteria for allocation of indirect manufacturing expense to manufactured batches which eventually effect the Company's inventory value is subject to Company judgment.

- Impairment of inventories with realizable value lower than cost or which are slow moving

  Inventories are measured at the lower of cost and net realizable value. The cost of inventories comprises costs of purchase of raw and other materials and costs incurred in bringing the inventories to their present location and condition. Net realizable value is the estimated selling price in the ordinary course of business, net of selling expenses. The estimation of realizable value can affect the inventory value at the period end.

  In addition, and as part of the quarterly inventory valuation process, the Company assesses the potential effect on inventory in cases of deviations from quality standards in the manufacturing process to identify potential required inventory write offs. Such assessment is subject to Company's judgment.

- Inventory designated for R&D activities

  The Company recognizes inventory produced for commercial sale, including costs incurred prior to regulatory approval and prior to the filing of a regulatory request when the Company has determined that the inventory has probable future economic benefit. Inventory is not recognized prior to completion of a phase 3 clinical trial unless it is probable the Company expected to future economic benefit. For products with an approved indication, raw materials and purchased drug product associated with development programs are included in inventory and charged to research and development expense when it is designated. For products without an approved indication, drug product is charged to research and development expenses. The estimation of future economic and the recognition of an inventory for unapproved indication is subject to Company's judgment.

- Lease extension and/or termination options

  In evaluating whether it is reasonably certain that the Company will exercise an option to extend a lease or not exercise an option to terminate a lease, the Company considers all relevant facts and circumstances that create an economic incentive for the Company to exercise the option to extend the lease such as: the amounts invested in leasehold improvements, the significance of the underlying asset to the Company's operation and whether it is a specialized asset, the Company's past experience with similar leases, etc.

  After the commencement date, the Company reassesses the term of the lease upon the occurrence of a significant event or a significant change in circumstances that affects whether the Company is reasonably certain to exercise an option or not exercise an option previously included in the determination of the lease term, such as significant leasehold improvements that had not been anticipated on the lease commencement date, sublease of the underlying asset for a period that exceeds the end of the previously determined lease period, etc.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (CONT.)

a. Judgments (cont.)

- Recognition of deferred tax asset in respect of carry forward tax losses

  Deferred tax assets are recognized for unused carryforward tax losses and deductible temporary differences to the extent that it is probable that taxable profit will be available against which the losses can be utilized. Significant management judgment is required to determine the amount of deferred tax assets that can be recognized, based upon the timing and level of future taxable profits, its source and the tax planning strategy. For information regarding deferred taxes recognition, please refer to Note 21.

- Uncertain income tax treatments:

  When there is uncertainty as to whether the tax authorities will accept the tax treatment taken by the Company, the Company assesses the level of such uncertainty and the risk of additional taxes as a result. Significant management judgment is required to such exposure given the Company's past experience and applicable tax law interpretations. The possible effects on the financial statements are a change in taxes on income.

- Determining cash-generating units

  Impairment testing for assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the "CGU").

  Goodwill impairment testing is performed at the lowest level at which goodwill is monitored for internal reporting purposes. Significant management judgment is required to determine which is the CGU (or group of CGUs) are applicable to monitor the goodwill. When goodwill is not monitored for internal reporting purposes, it is allocated to operating segments and not to a CGU (or group of CGUs). Goodwill acquired in a business combination is allocated to groups of CGUS, including CGUs existing prior to the business combination, that are expected to benefit from the synergies of the combination. Also refer to Note 10.

- Impairment of Company's non-financial assets

  The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. Significant management judgment is required to determine such impairment, and if any such indication exists, then the asset's recoverable amount is estimated.

b. Estimates and assumptions

The preparation of the financial statements requires management to make estimates and assumptions that have an effect on the application of the accounting policies and on the reported amounts of assets, liabilities, revenues and expenses. Changes in accounting estimates are reported in the period of the change in estimate.

The key assumptions made in the financial statements concerning uncertainties at the end of the reporting period and the critical estimates computed by the Company that may result in a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

- Pensions and other post-employment benefits

  The liability in respect of post-employment defined benefit plans is determined using actuarial valuations. The actuarial valuation involves making assumptions about, among other things, discount rates, expected rates of return on assets, future salary increases and mortality rates. Due to the long-term nature of these plans, such estimates are subject to significant uncertainty.

NOTE 3: - SIGNIFICANT ACCOUNTING JUDGMENTS, ESTIMATES AND ASSUMPTIONS USED IN THE PREPARATION OF THE FINANCIAL STATEMENTS (CONT.)

b. Estimates and assumptions (cont.)

- Legal claims

  In estimating the likelihood of outcome of legal claims filed against the Company, the Company relies on the opinion of its legal counsel. These estimates are based on the legal counsel's best professional judgment, considering the stage of proceedings and historical legal precedents in respect of the different issues. Since the outcome of the claims will be determined in courts, the results could differ from these estimates.

- Discount rate for a lease liability

  When the Company is unable to readily determine the discount rate implicit in a lease to measure the lease liability, the Company uses an incremental borrowing rate. That rate represents the rate of interest that the Company would have to pay to borrow over a similar term and with similar security, the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment. When there are no financing transactions that can serve as a basis, the Company determines the incremental borrowing rate based on its credit risk, the lease term and other economic variables deriving from the lease contract's conditions and restrictions. In certain situations, the Company is assisted by an external valuation expert in determining the incremental borrowing rate.

- Impairment of goodwill

  The Company reviews goodwill for impairment at least once a year. This requires management to make an estimate of the projected future cash flows from the continuing use of the CGU (or a group of CGUs) to which the goodwill is allocated and to choose a suitable discount rate for those cash flows.

- Determination of Useful Life

  Intangible assets and property, plant and equipment are measured on initial recognition at cost including directly attributable costs. Intangible assets acquired in a business combination are measured at fair value at the acquisition date. In determining the useful life and the depreciation or amortization method, the Company assesses the period over which an asset is expected to be available for use by the Company and the pattern in which the asset's future economic benefits are expected to be consumed by the Company.

- Determining the fair value of an unquoted financial asset or liability

  The fair value of unquoted financial assets or liability in Level 3 of the fair value hierarchy is determined using valuation techniques, generally using future cash flows discounted at current rates applicable for items with similar terms and risk characteristics. Changes in estimated future cash flows and estimated discount rates, after consideration of risks such as liquidity risk, credit risk and volatility, are liable to affect the fair value of these assets of liability.

  Contingent consideration is measured at fair value. The fair value is determined using valuation techniques and method, using future cash flows discounted. This requires management to make an estimate of the projected future cash flows. For information regarding contingent consideration, please refer to Note 13 and Note 15.

NOTE 4: NEW ACCOUNTING STANDARDS OR AMENDMENTS FOR 2023 AND FORTHCOMING REQUIREMENTS

a. New Currently Effective Requirements

- **Amendment to IAS 1, *Presentation of Financial Statements: Classification of Liabilities as Current or Non-Current* and subsequent amendment: *Non-Current Liabilities with Covenants***

  The amendment, together with the subsequent amendment to IAS 1 (see hereunder) replaces certain requirements for classifying liabilities as current or non-current. According to the amendment, a liability is classified as non-current when the entity has the right to defer settlement for at least 12 months after the reporting period, and it "has substance" and is in existence at the end of the reporting period. According to the subsequent amendment, as published in October 2022, covenants with which the entity must comply after the reporting date do not affect classification of the liability as current or non-current. Additionally, the subsequent amendment adds disclosure requirements for liabilities subject to covenants within 12 months after the reporting date, such as disclosure regarding the nature of the covenants, the date they need to be complied with and facts and circumstances that indicate the entity may have difficulty complying with the covenants. Furthermore, the amendment clarifies that the conversion option of a liability will affect its classification as current or non-current, other than when the conversion option is recognized as equity.

  The amendment and subsequent amendment are effective for reporting periods beginning on or after January 1, 2024, with earlier application being permitted. The amendment and subsequent amendment are applicable retrospectively, including an amendment to comparative data.

  The Amendment did not have a material impact on its financial statement.

b. Forthcoming requirements

- ***Presentation and Disclosure in Financial Statements - IFRS 18***

  In April 2024, the IASB issued IFRS 18 Presentation and Disclosure in Financial Statements ("IFRS 18") which replaces IAS 1 Presentation of Financial Statements. IFRS 18 requires an entity to classify all income and expenses within its statement of profit or loss into one of five categories: operating; investing; financing; income taxes; and discontinued operations. The first three categories are new. These categories are complemented by the requirement to present subtotals and totals for "operating profit or loss," "profit or loss before financing income and taxes," and "profit or loss." IFRS 18, and the amendments to the other standards, is effective for reporting periods beginning on or after January 1, 2027, but earlier application is permitted.

  The Company is currently assessing the impact of the Standard on its financial statements.

NOTE 5: - CASH AND CASH EQUIVALENTS

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Cash and deposits for immediate withdrawal	$ 23,130	$ 40,630
Cash equivalents in USD deposits [(1)]	55,305	15,011
Total Cash and Cash Equivalents	$ 78,435	$ 55,641

(1) The deposits bear interest of 4.70%-5.78% per year, as of December 31, 2024, and 5.1% per year as of December 31, 2023.

NOTE 6: - TRADE RECEIVABLES, NET

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Trade receivables	$ 21,388	$ 19,726
Less allowance for expected credit losses	-	-
	$ 21,388	$ 19,726
Checks receivable	159	151
Total Trade receivables, net	$ 21,547	$ 19,877

An analysis of the trade receivables with reference to reporting date:

	Past due trade receivables with aging of						
	Neither past due nor impaired	Up to 30 Days	31-60 Days	61-90 Days	91-120 Days	Over 121 days	Total
December 31, 2024	$ 20,094	$ 113	$ 10	$ 32	$ 6	$ 1,292	$ 21,547
December 31, 2023	$ 18,294	$ 1,391	$ 11	$ 10	$ 26	$ 145	$ 19,877

(1) Following December 31, 2024, $9,889 thousand was collected on account of the outstanding trade receivable as of December 31, 2024. The amount collected includes $1,187 thousand on account of the amount past due over 120 days as of December 31, 2024, included in the table above.

NOTE 7: - OTHER ACCOUNTS RECEIVABLES

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Prepaid expenses	$ 3,847	$ 4,405
Government authorities	894	981
Derivatives financial instruments mainly measured at fair value through other comprehensive income	49	149
Accrued other income	235	45
Other [(1)]	521	385
Total Other Accounts Receivables	$ 5,546	$ 5,965

(1) The balance, as of December 31, 2024, and December 31, 2023, includes $247 thousand, as bank guarantee provided (refer to Note 18 for further details) and short-term lease in the amount of $267 thousand and $134 thousand, respectively that was classified to other accounts receivables (refer to Note 14 for further details)

NOTE 8: - INVENTORIES

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Finished products	$ 29,368	$ 42,526
Purchased products	9,749	11,021
Work in progress	9,165	6,653
Raw materials	30,537	28,279
Total Inventories	$ 78,819	$ 88,479

(1) During the years 2024, 2023 and 2022, the Company recognized, as cost of revenues, an impairment for inventories carried at net realizable value totaled of $8,628 thousand, $4,399 thousand, and $3,996 thousand, respectively.

NOTE 9: - PROPERTY, PLANT AND EQUIPMENT

Composition and changes:

2024

	Land and Buildings[1], [3]	Machinery and Equipment[1]	Vehicles	Computers, Software, Equipment and Office Furniture	Leasehold Improvements[2]	Total
	U.S. Dollars in thousands					
Cost						
Balance at January 1, 2024	$ 36,041	$ 37,997	$ 31	$ 11,472	$ 3,093	$ 88,634
Additions	1,306	3,546	-	1,891	5,951	12,694
Sale and write-off	(23)	(86)	-	(110)	-	(219)
Balance as of December 31, 2024	37,324	41,457	31	13,253	9,044	101,109
Accumulated Depreciation						
Balance as of January 1, 2024	23,294	27,259	29	9,050	778	60,410
Depreciation	1,149	1,975	2	1,230	305	4,661
Sale and write-off	(22)	(75)	-	(110)	-	(207)
Balance as of December 31, 2024	24,421	29,159	31	10,170	1,083	64,864
Depreciated cost as of December 31, 2024	$ 12,903	$ 12,298	$ -	$ 3,083	$ 7,961	$ 36,245

(1) Including labor costs charged in 2024 to the cost of facilities, machinery, and equipment in the amount of $1,853 thousand.

(2) Including Right – of use assets depreciation expense in the amount of $128 thousand that was capitalized to the Leasehold Improvements during 2024. Also refer to Note 14.

(3) Kamada Assets Ltd. ("Kamada Assets"), a subsidiary of the Company, capitalized leasing rights from the Israel Lands Administration for an area of 16,880 m² in Beit Kama, Israel, on which the Company's manufacturing plant and other buildings are located. As part of a new outline which were approved during 2021, the plant area was adjusted to 14,880 m². The amount attributed to capitalized rights is presented under property, plant and equipment and is depreciated over the leasing period, which includes the lease extension option period. During 2010, Kamada Assets signed an agreement with the Israel Lands Administration to consolidate its leasing rights and extend the lease period to 2058; the lease also includes an extension option allowing the parties to extend the lease for an additional 49 years following the conclusion of the initial term.

NOTE 9: - PROPERTY, PLANT AND EQUIPMENT (CONT.)

Composition and changes: (cont.)

2023

	Land and Buildings[1]	Machinery and Equipment[1]	Vehicles	Computers, Software, Equipment and Office Furniture	Leasehold Improvements[2]	Total
	U.S. Dollars in thousands					
Cost						
Balance at January 1, 2023	$ 35,090	$ 35,343	$ 31	$ 10,337	$ 1,566	$ 82,367
Additions	951	2,764	-	1,135	1,544	6,394
Sale and write-off	-	(110)	-	-	(17)	(127)
Balance as of December 31, 2023	36,041	37,997	31	11,472	3,093	88,634
Accumulated Depreciation						
Balance as of January 1, 2023	22,154	25,493	26	7,882	655	56,210
Depreciation	1,140	1,875	3	1,168	123	4,309
Sale and write-off	-	(109)	-	-	-	(109)
Balance as of December 31, 2023	23,294	27,259	29	9,050	778	60,410
Depreciated cost as of December 31, 2023	$ 12,747	$ 10,738	$ 2	$ 2,422	$ 2,315	$ 28,224

(1) Including labor costs charged in 2023 to the cost of facilities, machinery, and equipment in the amount of $1,426 thousand.

(2) Including Right – of use assets depreciation expense in the amount of $20 thousand that was capitalized to the Leasehold Improvements during 2023. Also refer to Note 14.

(3) Kamada Assets Ltd. ("Kamada Assets"), a subsidiary of the Company, capitalized leasing rights from the Israel Lands Administration for an area of 16,880 m² in Beit Kama, Israel, on which the Company's manufacturing plant and other buildings are located. As part of a new outline which were approved during 2021, the plant area was adjusted to 14,880 m². The amount attributed to capitalized rights is presented under property, plant and equipment and is depreciated over the leasing period, which includes the lease extension option period. During 2010, Kamada Assets signed an agreement with the Israel Lands Administration to consolidate its leasing rights and extend the lease period to 2058; the lease also includes an extension option allowing the parties to extend the lease for an additional 49 years following the conclusion of the initial term.

NOTE 10: - INTANGIBLE ASSETS, GOODWILL AND OTHER LONG-TERM ASSETS

a. Composition and changes:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Intangible Assets	101,860	109,642
Long term pre-paid expenses[1]	1,366	510
Intangible assets and other long-term assets	103,226	110,152
Goodwill	30,313	30,313
Contract asset	8,019	8,495
	$ 141,558	$ 148,960

(1) Includes mainly prepayment for excess tax

Intangible Assets:

2024

	Intellectual property[1]	Customer Relationships [1]	Other Intangibles[2] [3]	Total Intangible Assets	Goodwill[1]	Contract asset[4]
	U.S. Dollars in thousand					
Cost:						
Balance as of January 1, 2024	80,103	$ 33,514	$ 11,230	$ 124,847	$ 30,313	$ 8,546
Purchases	-	-	-			
Balance as of December 31, 2024	$ 80,103	$ 33,514	$ 11,230	$ 124,847	$ 30,313	$ 8,546
Accumulated amortization and impairment:						
Balance as of January 1, 2024	8,518	3,531	3,156	15,205	-	51
Amortization recognized in the year	4,021	1,676	1,495	7,192	-	476
Impairment loss [3]	-	-	590	590	-	-
Balance as of December 31, 2024	12,539	5,207	5,241	22,987	-	527
Amortized cost at December 31, 2024	$ 67,564	$ 28,307	$ 5,989	$ 101,860	$ 30,313	$ 8,019

2023

	Intellectual property[1]	Customer Relationships [1]	Other Intangibles[2]	Total Intangible Assets	Goodwill[1]	Contract asset[4]
	U.S. Dollars in thousand					
Cost:						
Balance as of January 1, 2023	80,103	$ 33,514	$ 11,101	$ 124,718	$ 30,313	$ 7,577
Purchases	-	-	129	129		969
Balance as of December 31, 2023	$ 80,103	$ 33,514	$ 11,230	$ 124,847	$ 30,313	$ 8,546
Accumulated amortization and impairment:						
Balance as of January 1, 2023	4,497	1,855	1,670	8,022	-	-
Amortization recognized in the year	4,021	1,676	1,486	7,183	-	51
Impairment loss [3]	-	-	-	-	-	-
Balance as of December 31, 2023	8,518	3,531	3,156	15,205	-	51
Amortized cost at December 31, 2023	$ 71,585	$ 29,983	$ 8,074	$ 109,642	$ 30,313	$ 8,495

(1) The Intellectual Property, Customer Relationship and Goodwill generated by the November 2021 Saol APA, in the amount of 79,141 thousands, 33,519 thousands and 29,896 thousands respectively other than intellectual property and goodwill in the amount of $962 thousands and $416, respectively which were generated by the acquisition of the Company's plasma collection center in Beaumont, Texas consumed during March, 2021

NOTE 10: - INTANGIBLE ASSETS, GOODWILL AND OTHER LONG-TERM ASSETS (CONT.)

a. Composition and changes: (cont.)

(2) Includes assumed contract manufacturing agreement associated with the November 2021 Saol APA and distribution right of certain pharmaceutical products to be distributed in Israel, subject to IL MOH and or EMA marketing authorization. The Company was required to make certain upfront and milestone payments on account of such distribution rights. These payments are accounted for as long-term assets through obtaining IL MOH marketing authorization and will subsequently be amortized during the expected distribution right's useful life.

(3) During 2024 the Company recognized impairment loss of $590 arising from certain distribution rights assets, from which the Company does not expect future economic benefits.

(4) In December 2019, the Company entered into a binding term sheet for a 12-year contract manufacturing agreement with Saol to manufacture CYOTGAM. As a result of the execution and consummation of the Saol APA as detailed in Note 1, which included the acquisition of all rights relating to CYTOGAM, the previous engagement with Saol with respect to this product expired. Following the successful execution of the technology transfer from the previous manufacturer and pending all necessary FDA approvals, the Company obtained during May 2023 FDA approval to manufacture CYTOGAM at its facility in Beit Kama, Israel.

The Company amortizes the contract asset over an 18-year period on a straight-line basis, representing the expected duration of the relationship with its relevant customers. The amortized cost was included in the cost of goods sold. No impairment losses were recognized.

b. Amortization:

Amortization expenses of intangible assets and contract assets are classified in statement of profit or loss as follows:

	Year ended December 31,		
	2024	2023	2022
	USD in thousands		
Cost of goods sold	5,915	5,491	5,376
Other expenses and income	590	-	-
Selling and marketing expenses	1,753	1,743	1,807
	8,258	7,234	7,183

c. Allocation of goodwill to cash-generating units

	December 31,	
	2024	2022
	U.S. Dollars in thousands	
Proprietary	$ 30,313	$ 30,313

The goodwill is attributed to the Proprietary Products segment, which represent the lowest level within the Company at which goodwill is monitored for internal management purposes.

Impairment test of goodwill for the year ended on December 31, 2024:

Impairment loss for goodwill is recognized if the recoverable amount of the goodwill is less than the carrying amount. The recoverable amount is the greater of fair value less costs of disposal, or value in use of the relevant reporting level (i.e., a CGU of a group of CGUs).

The Company performed an assessment for goodwill impairment for its Proprietary Products segment, which is the level at which goodwill is monitored for internal management purposes and concluded that the fair value of the Proprietary Products segment exceeds the carrying amount by approximately 24%. The carrying amount of goodwill assigned to this segment is in the amount of $30,313 thousand.

When evaluating the fair value of the Proprietary Products segment, the Company used a discounted cash flow model which utilized Level 3 measures that represent unobservable inputs. Key assumptions used to determine the estimated fair value include: (a) internal cash flows forecasts for 5 years following the assessment date, including expected revenue growth, costs to produce, operating profit margins and estimated capital needs; (b) an estimated terminal value using a terminal year long-term future growth rate of -5.0% determined based on the long-term expected prospects of the reporting unit; and (c) a discount rate (post-tax) of 12.2 % which reflects the weighted-average cost of capital adjusted for the relevant risk associated with the Proprietary Products segment's operations.

Actual results may differ from those assumed in the Company's valuation method. It is reasonably possible that the Company's assumptions described above could change in future periods. If any of these were to vary materially from the Company's plans, it may record impairment of goodwill allocated to this reporting unit in the future. A hypothetical decrease in the growth rate of 1% or an increase of 1% to the discount rate would have reduced the fair value of the Proprietary Products segment by approximately $5,142 thousand and $21,164 thousand, respectively.

NOTE 10: - INTANGIBLE ASSETS, GOODWILL AND OTHER LONG TERM ASSETS (CONT.)

c. Allocation of goodwill to cash-generating units (cont.)

The sensitivity analysis described above does not lead to increase of the recoverable amount over the carrying amount.

Based on the Company's assessment as of December 31, 2024, no impairment loss for goodwill was required to be recorded.

NOTE 11: - TRADE PAYABLES

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Open debts mainly in USD	$ 16,006	$ 11,167
Open debts in EUR	2,314	7,266
Open debts in NIS	9,415	6,371
Total Trade Payables	$ 27,735	$ 24,804

NOTE 12: - OTHER ACCOUNTS PAYABLES

a. Composition:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Employees and payroll accruals	$ 9,218	$ 7,542
Government grants (b)	-	177
Accrued Expenses and Others	453	542
Total Other Accounts Payables	$ 9,671	$ 8,261

b. Government grants:

Presented in the statement of financial position and Profit or Loss and Other Comprehensive Income:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Current Assets	$ 11	$ 104
Current liability	$ -	$ 177
Royalties paid during the year	$ (177)	$ -
Expense (income) carried to Research and Development cost	$ 17	$ 61

NOTE 13: - LOANS AND FINANCIAL LIABILITIES

a. Financial liabilities originated or assumed through business combinations

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Contingent consideration [(1)]	23,566	21,855
Assumed liabilities [(2)]	40,079	46,375
Less current maturities	(10,181)	(14,996)
Total Long term contingent consideration and assumed liabilities	$ 53,462	53,234

(1) Contingent consideration is measured at fair value. The change in the balance of the contingent consideration reflect the payments made on account of such and the change in the fair value of the liability. Refer also to note 15.

Pursuant to the Saol APA, the Company agreed to pay up to $50,000 thousand of contingent consideration subject the achievement of sales thresholds for the period commencing on the acquisition date and ending on December 31, 2034. Through December 31, 2024, the first two sales thresholds were met, and the Company paid two $3,000 thousands on account of these thresholds These payments were accounted for as a reduction of the liability. The Company may be entitled for up to $3,000 thousand credit deductible from the contingent consideration payments due for the years 2023 through 2027, subject to certain conditions as defined in the Saol APA. During 2023 and 2024, the entitlement of the credit was not met.

The fair value of the contingent consideration was $23,566 thousand and $21,855 thousand as of December 31, 2024, and December 31, 2023, respectively. The Company accounted for $4,711 thousand, $1,321 thousand, and $1,539 thousand, for the years ended December 31, 2024, 2023 and 2022, respectively as financing expenses in the statement of profit and loss to reflects the changes in the fair value of the liability.

(2) Assumed liabilities are measured at amortized cost. The changes in the balance of the assumed liabilities reflects the payments made on account of such and the changes in time value and changes in expected payments.

Pursuant to the Saol APA, the Company acquired inventory valued at $14,199 thousand which was paid in ten quarterly installments of $1,500 thousand each or the remaining balance at the final installment (the “Deferred Liability”). Through December 31, 2023, the Company made eight quarterly installments on account of such inventory related debt and through December 31, 2024, the Company made all payments due on account of such liability. As part of the Saol APA, the Company also assumed certain of Saol’s liabilities for the future payment of royalties (some of which are perpetual) and milestone payments to third party subject to the achievement of corresponding CYTOGAM related net sales (the “Assumed Liabilities”).

NOTE 13: - LOANS AND FINANCIAL LIABILITIES (CONT.)

a. Financial liabilities originated or assumed through business combinations (cont.)

Such assumed liabilities include:

- Royalties:10% of the annual global net sales of CYTOGAM up to $ 25,000 thousand and 5% of net sales that are greater than $ 25,000 thousand, in perpetuity; 2% of the annual global net sales of CYTOGAM in perpetuity; and 8% of the annual global net sales of CYTOGAM for a period of six years following the completion of the technology transfer of the manufacturing of CYTOGAM to the Company (such royalty payments commenced on October 1, 2023 following the completion of such technology transfer), subject to a maximum aggregate of $5,000 thousand per year and the total amount of $30,000 thousand throughout the entire six years period.

  During the years ended December 31, 2024, 2023 and 2022, the Company recognized net revenues of $22,521 thousands, $17,180 thousands and $22,600 thousands, respectively from sales of CYTOGAM.

- Sales milestones: two $1,500 thousand sales milestones subject to achievement of certain sales thresholds with respect to CYTOGAM sales in the United States market, of which the first sales threshold was achieved and the milestone payment was made during 2023, and the second threshold was not achieved and was written off the outstanding liability.

- Milestone: $8,500 thousand upon the receipt of FDA approval for the manufacturing of CYTOGAM at the Company's manufacturing facility. During May 2023, the Company received such FDA approval and paid the milestone of $8,500 thousand.

  The value of the Assumed Liabilities and Deferred Liability was $40,079 thousand and $46,375 thousand as of December 31, 2024, and 2023, respectively. During the years ended December 31, 2024, and 2023, the Company paid a total of $9,667 thousand and $14,300 thousand on account of such Assumed Liabilities and Deferred Liability. The Company accounted for $3,370 thousand as financing expenses and $341 thousand of financing income, and $4,727 thousand of financing expenses for the years ended December 31, 2024, 2023 and 2022, respectively to reflects the changes in the value of the assumed liabilities.

b. Bank loan:

On November 15, 2021, the Company secured a $40,000 thousand credit facility from Bank Hapoalim, an Israeli bank. The credit facility comprised of the following:

(1) A $20,000 thousand long-term loan. The loan bore an interest at a rate of SOFR (Secured Overnight Financing Rate) +2.18% and was payable over 54 equal monthly installments commencing June 16, 2022.

On September 19, 2023, the Company repaid in full the outstanding balance of the loan.

(2) A $20,000 thousand short-term revolving credit facility. The credit facility bore an interest at a rate of SOFR +1.75%, or a commitment fee of 0.2% calculated over the unutilized balance of the facility.

The credit facility was in effect for an initial period of 12 months, and effective as of January 1, 2023, the credit facility was amended such that the $20 million short-term revolving credit facility was reduced to a NIS 35 million (approx. $10 million) credit facility and the credit facility was extended for an additional period of 12 months. Subsequently on January 1, 2024, it was extended for an additional period of 12 months.

Borrowings under the amended credit facility accrue interest at a rate of PRIME + 0.55 and are repayable no later than 12 months from the date advanced. The Company is required to pay an annual fee of 0.275% for the Bank's credit allocation.

Since its establishment and through December 31, 2024, the Company did not utilize such credit facility.

Pursuant to the loan and credit facility agreement, the Company was required to meet certain financial covenants for the years ending December 31, 2022, and through the term of the loan and credit facility. As of December 31, 2024, and 2023, the Company was in compliance with the financial covenants.

On February 17, 2025, the Company converted the credit facility to a NIS 35,000 thousand On-Call credit facility from Bank Hapoalim, with each loan thereunder bearing interest at a rate of 6.3%. As part thereof, The Company undertook not to create a floating charge over all or materially all of its assets. In addition, the previous credit facility, as described above, has been terminated, together with all obligations to meet financial covenants.

See Note 14 regarding pledge information related to the bank loans.

NOTE 14: - LEASES

The Company entered into lease agreements with respect to the following items:

1. Office and storage spaces:

   In November 2016, the Company entered into a lease agreement for office space and a laboratory facility in Rehovot, Israel for an initial period of ten years (which includes a three-year extension through November 2026). In March 2023, the lease agreement was amended, and the lease period was extended for an additional eight years through January 2032.

   On March 7, 2023, the Company's U.S. subsidiary Kamada Plasma LLC entered into a lease agreement for a 12,000 square feet premises in Houston, Texas to be used as a plasma collection center. The lease is in effect for an initial period of ten years commencing February 2024 and includes an option to extend the lease for two consecutive periods of five years upon at least 120 days prior written notice.

   On May 2, 2024, the Company's U.S. subsidiary Kamada Plasma LLC entered into a lease agreement for a 11,100 square feet premises in San Antonio, Texas to be used as a plasma collection center. The lease is in effect for an initial period of ten years commencing on the rent commencement date which will be the earlier of (a) opening for business in the facility or (b) 180 days following receipt of building permits. The lease agreement may be extended for three consecutive periods of five years each, upon at least 120 days prior written notice.

2. Vehicles:

   The Company leases vehicles for the use of certain of its employees in Israel. The lease term is mainly for three-year periods.

3. Office equipment (i.e. printing and photocopying machines):

   The Company leases office equipment (i.e., printing and photocopying machines), each for a five-year period.

Right-of-use assets composition and changes in lease liabilities

	Right-of-use-assets				
	Rented Offices[1]	Vehicles	Computers, Software, Equipment and Office Furniture	Total	Lease Liabilities [2][3]
	U.S Dollars in thousands				
As of January 1, 2024	$ 6,363	$ 1,397	$ 1	$ 7,761	$ 8,822
Additions to right-of-use assets	2,547	858	28	3,432	3,432
Termination lease	(12)	(73)	-	(84)	(69)
Depreciation expense	(666)	(812)	(14)	(1,492)	-
Exchange rate differences	-	-	-	-	128
Repayment of lease liabilities	-	-	-	-	(1,251)
As of December 31, 2024	$ 8,232	$ 1,370	$ 15	$ 9,617	$ 11,062

(1) Out of the Depreciation expense $127 thousand was capitalized to the Leasehold Improvements.

(2) The weighted average incremental borrowing rate used to discount future lease payments in the calculation of the lease liability was in the range of 6.16%–7.11% evaluated based on credit risk, terms of the leases and other economic variables.

(3) The balance does not include current maturities of lease of $267 thousand that were classified to other accounts receivables due to expected lease incentive.

During 2024, the Company recognized $587 thousand as financial expenses on lease liabilities.

During 2024, the total cash outflow for leases was $1,251 thousand.

NOTE 14: - LEASES (CONT.)

	Right-of-use-assets				
	Rented Offices[1]	Vehicles	Computers, Software, Equipment and Office Furniture	Total	Lease Liabilities[2] [3]
	U.S Dollars in thousands				
As of January 1, 2023	$ 1,732	$ 829	$ 7	$ 2,568	$ 3,193
Additions to right -of -use assets	5,131	1,415	-	6,546	6,682
Lease termination		(109)	-	(109)	(107)
Depreciation expense	(500)	(738)	(6)	(1,244)	-
Exchange rate differences	-	-	-	-	(96)
Repayment of lease liabilities	-	-	-	-	(850)
As of December 31, 2023	$ 6,363	$ 1,397	$ 1	$ 7,761	$ 8,822

(1) Out of the Depreciation expense $20 thousand was capitalized to the Leasehold Improvements.

(2) The weighted average incremental borrowing rate used to discount future lease payments in the calculation of the lease liability was in the range of 3.06%–7.11% evaluated based on credit risk, terms of the leases and other economic variables.

(3) The balance does not include current maturities of lease of $134 thousand that were classified to other accounts receivables due to expected lease incentive.

During 2023, the Company recognized $367 thousand as financial expenses on lease liabilities.

During 2023, the total cash outflow for leases was $850 thousand.

As of December 31, 2024:

	Less than one year	1 to 2	2 to 3	3 to 5	6 and thereafter	Total
Lease liabilities (including interest)	$ 3,708	$ 3,014	$ 1,700	$ 2,458	$ 10,265	$ 21,145

As of December 31, 2023:

	Less than one year	1 to 2	2 to 3	3 to 5	6 and thereafter	Total
Lease liabilities (including interest)	$ 2,918	$ 3,045	$ 1,689	$ 2,009	$ 6,759	$ 16,420

Lease extension

The Company has leases that include extension options. These options provide flexibility in managing the leased assets and align with the Company's business needs.

The Company exercises judgement in deciding whether it is reasonably certain that the extension options will be exercised.

NOTE 14: - LEASES (CONT.)

The lease agreement entered into by Kamada Plasma LLC for the premises in Houston, Texas and in San Antonio, Texas to be used as a plasma collection center includes an option to extend the lease as follow:

- Houston, Texas: extend the lease for two consecutive periods of five years each, upon 120 days prior written notice.

- San Antonio, Texas: extend the lease for three consecutive periods of five years each, upon at least 120 days prior written notice.

The Company has reasonable certainty that the extension option will be exercised in order to avoid a significant adverse impact to its operating activities.

NOTE 15: - FINANCIAL INSTRUMENTS

a. Classification of financial assets and liabilities

The financial assets liabilities in the balance sheet are classified by groups of financial instruments pursuant to IFRS 9:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Financial assets		
Financial assets at fair value through profit or loss:		
Foreign exchange forward contracts	-	8
Total Financial assets at fair value through profit or loss	$ -	$ 8
Financial assets at fair value through other comprehensive income:		
Cash flow hedges	59	141
Total Financial assets at fair value through other comprehensive income:	$ 59	$ 141
Financial assets at amortized cost:		
Cash and cash equivalent	78,435	55,641
Total Financial assets at amortized cost	$ 78,435	$ 55,641
Total financial assets	$ 78,494	$ 55,790
Financial liabilities		
Financial liabilities at fair value through profit or loss:		
Foreign exchange forward contracts	10	-
Contingent consideration in business combination[(1)]	23,566	21,855
Total financial liabilities at fair value through profit or loss	$ 23,576	$ 21,855
Financial liabilities measured at amortized cost:		
Assumed liabilities through business combination[(1)]	40,079	46,375
Leases	11,062	8,822
Total financial liabilities measured at amortized cost	$ 54,141	$ 55,197
Total financial and lease liabilities	$ 74,717	$ 77,052

(1) Refer to note 13(a) for additional information.

NOTE 15: - FINANCIAL INSTRUMENTS (CONT.)

b. Financial risk factors

The Company's activities expose it to various financial risks, such as market risk (foreign currency risk, interest rate risk and price risk), credit risk and liquidity risk. The Company's investment policy focuses on activities that will preserve the Company's capital. The Company utilizes derivatives to hedge certain exposures to risk.

Risk management is the responsibility of the Company's management and specifically that of the Company's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), in accordance with the policy approved by the Board of Directors. The Board of Directors provides principles for the overall risk management.

1. Market risks

Foreign exchange risk

The Company operates in an international environment and is exposed to foreign exchange risk resulting from the exposure to different currencies, mainly the NIS and EUR. Foreign exchange risks arise from recognized assets and liabilities denominated in a foreign currency other than the functional currency, such as trade and other accounts receivables, trade and other accounts payables, loans and capital leases.

As of December 31, 2024, and 2023, the Company held financial derivatives intended to hedge changes in the exchange rate of the USD vs. the NIS and the EUR (see also Note 15f. below).

2. Credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents, short-term bank deposits, trade receivables and foreign currency derivative contracts.

a) Cash, cash equivalent and short-term investments:

The Company holds cash, cash equivalents, short term deposits and other financial instruments at major financial institutions in Israel and the United States. In accordance with Company policy, evaluations of the relative strength of credit of the various financial institutions are made on an ongoing basis.

Short-term investments include short-term deposits with low risk for a period less than one year.

b) Trade receivables:

The Company regularly monitors the credit extended to its customers and their general financial condition, and, when necessary, requires collateral as security for the debt such as letters of creditor and down payments. In addition, the Company partially insures its non-Israeli based accounts receivables with foreign trade risk insurance. Refer to Note 6 for additional information.

NOTE 15: - FINANCIAL INSTRUMENTS (CONT.)

b. Financial risk factors (cont.)

2. Credit risk (cont.)

The Company keeps constant track of customer debt, and, to the extent required, accounts for an allowance for expected credit losses that adequately reflects, in the Company's assessment, the loss embodied in the debts the collection of which is in doubt.

The Company's maximum exposure to credit risk for the components of the statement of financial position as of December 31, 2024, and 2023 is the carrying amount of trade receivables.

c) Foreign currency derivative contracts:

The Company is exposed to foreign currency exchange fluctuations, primarily in USD vs. NIS and EUR. Consequently, it enters into various foreign currency exchange contracts with major Israeli financial institutions (see also Note 15f. below).

d) Interest rate risk:

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's long-term liabilities.

3. Liquidity risk

The table below summarizes the maturity profile of the Company's financial liabilities based on contractual undiscounted payments:

December 31, 2024

	Less than one year	1 to 2	2 to 3	3 to 5	6 and thereafter	Total
Trade payables	$ 27,735	$ -	$ -	$ -	$ -	$ 27,735
Assumed liabilities[(1)]	6,913	4,419	4,393	7,675	16,679	40,079
Other accounts payables	9,671	-	-	-	-	9,671
Lease liabilities (including interest)	3,708	3,014	1,700	2,458	10,265	$ 21,145
	$ 48,027	$ 7,433	$ 6,093	$ 10,133	$ 26,944	$ 98,630

December 31, 2023

	Less than one year	1 to 2	2 to 3	3 to 5	6 and thereafter	Total
Trade payables	$ 24,804	$ -	$ -	$ -	$ -	$ 24,804
Assumed liabilities[(1)]	11,996	4,152	4,261	7,836	18,130	46,375
Other accounts payables	8,261	-	-	-	-	8,261
Lease liabilities (including interest)	2,918	3,045	1,689	2,009	6,759	16,420
	$ 47,979	$ 7,197	$ 5,950	$ 9,845	$ 24,889	$ 95,860

(1) Due the nature of the account which include infinite payments for royalties and milestones to third parties the assumed liabilities reflect the discounted amount. See Note 13(2)

NOTE 15: - FINANCIAL INSTRUMENTS (CONT.)

b. Financial risk factors (cont.)

Changes in liabilities arising from financing activities

December 31, 2024

	January 1, 2024	Payments	Foreign exchange fluctuation	New loans and leases	Business combination	Revaluation	Write off	December 31, 2024
	U.S. Dollars in thousands							
Contingent consideration [1]	21,855	$ (3,000)	$ -	$ -	$ -	$ 4,711	$ -	$ 23,566
Assumed liabilities	46,375	(9,667)	-	-	-	3,370	-	40,079
Leases	8,822	(1,251)	128	3,432	-	-	(69)	11,062
Total	$ 77,052	$ (13,918)	$ 128	$ 3,432	$ -	$ 8,081	$ (69)	$ 74,707

(1) The contingent consideration fair value as of December 31, 2024, was based on an Option Pricing Method (OPM), "Monte Carlo Simulation" model. In measuring the contingent consideration liability, the Company used an appropriate risk-adjusted discount rate of 11.5% and volatility of 14.19%. totaled $23,566 thousand.

December 31, 2023

	January 1, 2023	Payments	Foreign exchange fluctuation	New loans and leases	Business combination	Revaluation	Write off	December 31, 2023
	U.S. Dollars in thousands							
Contingent consideration [1]	23,534	(3,000)	-	-	-	1,321	-	21,855
Assumed liabilities	61,016	(14,300)	-	-	-	(341)	-	46,375
Bank loans	17,407	(17,407)	-	-	-	-	-	-
Leases	3,193	(850)	(96)	6,682	-	-	(107)	8,822
Total	$ 105,150	$ (35,557)	$ (96)	$ 6,682	$ -	$ 980	$ (107)	$ 77,052

(1) The contingent consideration fair value as of December 31, 2023, was based on an Option Pricing Method (OPM), "Monte Carlo Simulation" model. In measuring the contingent consideration liability, the Company used an appropriate risk-adjusted discount rate of 11.4% and volatility of 15.17%. totaled $21,855 thousand.

c. Fair value

The following table demonstrates the carrying amount and fair value of the financial assets and liabilities presented in the financial statements not at fair value:

	Carrying Amount December 31,		Fair Value December 31,	
	2024	2023	2024	2023
	U.S. Dollars in thousands			
Assumed liabilities	40,079	46,375	37,676	46,468
Total Financial liabilities	$ 40,079	$ 46,375	$ 37,676	$ 46,468

NOTE 15: - FINANCIAL INSTRUMENTS (CONT.)

c. Fair value (cont.)

The fair value of the assumed liabilities was based on standard pricing valuation model such as a discounted cash-flow model which considers the present value of future cash flows discounted by an interest rate that reflects market conditions (Level 3).

The carrying amount of cash and cash equivalents, short-term bank deposits, trade and other receivables, trade and other payables approximates their fair value, due to the short-term maturities of the financial instruments.

d. Classification of financial instruments by fair value hierarchy

Financial assets (liabilities) measured at fair value:

Financial assets (liabilities) measured at fair value:	Level 1	Level 2	Level 3 [1]
	U.S. Dollars in thousands		
December 31, 2024			
Derivatives instruments	-	49	-
Contingent consideration [1]	-	-	(23,566)
	$ -	$ 49	$ (23,566)

(1) For changes in Contingent Consideration see Note 15(b)

Financial assets (liabilities) measured at fair value:	Level 1	Level 2	Level 3 [1]
	U.S. Dollars in thousands		
December 31, 2023			
Derivatives instruments	-	149	-
Contingent consideration [1]	-	-	(21,855)
	$ -	$ 149	$ (21,855)

(1) For changes in Contingent Consideration see Note 15(b)

During 2024 and 2023 there was no transfer due to the fair value measurement of any financial instrument from Level 1 to Level 2, and furthermore, there were no transfers to or from Level 3 due to the fair value measurement of any financial instrument.

Sensitivity tests and principal work assumptions

The selected changes in the relevant risk variables were determined based on management's estimate as to reasonable possible changes in these risk variables.

The Company has performed sensitivity tests of principal market risk factors that are liable to affect its reported operating results or financial position. The sensitivity tests present the profit or loss in respect of each financial instrument for the relevant risk variable chosen for that instrument as of each reporting date. The test of risk factors was determined based on the materiality of the exposure of the operating results or financial condition of each risk with reference to the functional currency and assuming that all the other variables are constant.

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Sensitivity test to changes in foreign currency:		
Gain (loss) from change:		
5% increase in NIS	$ (852)	$ (454)
5% decrease in NIS	$ 852	$ 454
5% increase in Euro	$ (56)	$ (271)
5% decrease in Euro	$ 56	$ 271

NOTE 15: - FINANCIAL INSTRUMENTS (CONT.)

e. Linkage terms of financial liabilities by groups of financial instruments pursuant to IFRS 9:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
In NIS:		
Leases measured at amortized cost	$ 6,025	$ 6,275
	$ 6,025	$ 6,275
In USD:		
Contingent consideration at fair value through profit or loss	23,566	21,855
Assumed liabilities measured at amortized cost	40,079	46,375
Leases measured at amortized cost [1]	5,037	2,547
	$ 68,682	$ 70,777

(1) The balance, as of December 31, 2024, and December 31, 2023, includes short-term lease in the amount of $267 thousand and $134 thousand respectively that was classified to other accounts receivables (refer to Note 14 for further)

f. Derivatives and hedging:

Derivatives instruments not designated as hedging

The Company has foreign currency forward contracts designed to protect it from exposure to fluctuations in exchange rates, mainly of NIS and EUR, in respect of its trade receivables, trade payables. Foreign currency forward contracts are not designated as cash flow hedges, fair value or net investment in a foreign operation. These derivatives are not considered as hedge accounting. As of December 31, 2024, and December 31, 2023, the fair value of the derivative instruments not designated as hedging was a financial liability of $10 thousand and financial asset of $8 thousand, respectively. The open transactions (Derivative contract which have not yet been settled) for those derivatives were in an amount of $3,652 thousands and $9,149 thousands, respectively.

Cash flow hedges:

As of December 31, 2024, and December 31, 2023, the Company held NIS/USD hedging contracts (cylinder contracts) designated as hedges of expected future salaries expenses and for expected future purchases from Israeli suppliers.

The main terms of these positions were set to match the terms of the hedged items. As of December 31, 2024, and December 31, 2023, the fair value of the derivative instruments designated as hedge accounting was an asset of $59 thousand and $141 thousand respectively. The open transactions (Derivative contract which have not yet been settled) for those derivatives were in an amount of $562 thousand and $389 thousand respectively.

Cash flow hedges of the expected salaries and suppliers' expenses as of December 31, 2024, and December 31, 2023 were estimated as effective and accordingly a net unrecognized expenses in the amount of $89 thousand and a net unrecognized income of $228 thousand, respectively were accounted for as other comprehensive income. The ineffective portion was allocated to finance expenses.

NOTE 16: - EMPLOYEE BENEFIT LIABILITIES, NET

f. Derivatives and hedging: (cont.)

Employee benefits consist of short-term benefits and post-employment benefits.

Post-employment benefits:

According to the Israeli labor and Severance Pay Laws, the Company is required to pay compensation to employees upon dismissal or retirement or to make contributions in defined contribution plans pursuant to Section 14 of the Israeli Severance Pay Law, as specified below. The Company's liability is accounted for as a post-employment benefit only for those employees for which Section 14 of the Israeli Severance Pay Law is not applicable to. The computation of the Company's employee benefit liability is made in accordance with a valid employment contract, or a collective bargaining agreement based on the employee's salary and employment terms which establish the entitlement to receive the compensation.

The post-employment employee benefits are normally financed by contributions classified as defined benefit plans, as detailed below:

1. Defined contribution deposit:

Israeli employees defined contribution plan:

The Company's agreements with some of its employees are in accordance with Section 14 of the Israeli Severance Pay Law. Contributions made by the Company in accordance with Section 14 release the Company from any future severance liabilities in respect of those employees. The expenses for the defined benefit deposit in 2024, 2023 and 2022 were $1,050 thousand, $925 thousand, and $873 thousand, respectively.

U.S. employees defined contribution plan:

Since August 2022, the Company's U.S. subsidiary has a 401(k) defined contribution plan covering certain employees in the U.S. During the years ended December 31, 2024, and December 31, 2023, the U.S. subsidiary recorded expenses for matching contributions in the amount of $89 thousand and $62 thousand, respectively.

2. Defined benefit plans:

The Company accounts for the payment of compensation as a defined benefit plan for which an employee benefit liability is recognized and for which the Company deposits amounts in a long-term employee benefit fund and in qualifying insurance policies.

3. Expenses recognized in comprehensive income (loss):

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Current service cost	$ 208	$ 194	$ 223
Interest expenses, net	39	28	15
Total employee benefit expenses	247	222	238
Actual return on plan assets	$ 400	$ 50	$ (25)

NOTE 16: - EMPLOYEE BENEFIT LIABILITIES, NET (CONT.)

f. Derivatives and hedging: (cont.)

The expenses are presented in the Statement of Comprehensive income (loss) as follows

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Cost of revenues	$ 159	$ 155	$ 166
Research and development	20	22	24
Selling and marketing	39	33	27
General and administrative	9	23	21
	$ 227	$ 233	$ 238

4. The plan liabilities, net:

	December 31,	
	2024	2023
	U.S. Dollars in thousands	
Defined benefit obligation	$ 4,813	$ 4,399
Fair value of plan assets	4,304	3,778
Total liabilities, net	$ 509	$ 621

5. Changes in the present value of defined benefit obligation

	2024	2023
	U.S. Dollars in thousands	
Balance at January 1,	$ 4,399	$ 4,380
Interest costs	216	200
Current service cost	208	194
Past service cost	-	-
Benefits paid	(223)	(376)
Demographic assumptions	(84)	13
Financial assumptions	-	(91)
Past Experience	322	209
Currency Exchange	(25)	(130)
Balance at December 31,	$ 4,813	$ 4,399

6. Plan assets

a) Plan assets

Plan assets comprise of assets held by long-term employee benefit funds and qualifying insurance policies.

NOTE 16: - EMPLOYEE BENEFIT LIABILITIES, NET (CONT.)

b) Changes in the fair value of plan assets

	2024	2023
	U.S. Dollars in thousands	
Balance at January 1,	$ 3,778	$ 3,707
Expected return	184	172
Contributions by employer	165	173
Benefits paid	(195)	(206)
Demographic assumptions	(2)	-
Financial assumptions	-	-
Past Experience	402	50
Currency exchange	(28)	(118)
Balance at December 31,	$ 4,304	$ 3,778

7. The principal assumptions underlying the defined benefit plan

	2024	2023	2022
		%	
Discount rate of the plan liability	5.4	5.3	5.1
Future salary increases	3.0	3.0	3.0

The sensitivity analyses below have been determined based on reasonably possible changes of the principal assumptions underlying the defined benefit plan as mentioned above, occurring at the end of the reporting period.

If the discount rate would be one percent higher or lower, and all other assumptions were held constant, the defined benefit obligation would decrease by $81 thousand or increase by $119 thousand, respectively.

If the expected salary growth would increase or decrease by one percent, and all other assumptions were held constant, the defined benefit obligation would increase by $113 thousand or decrease by $77 thousand, respectively.

NOTE 17: - CONTINGENT LIABILITIES AND COMMITMENTS

a. On August 23, 2010, the Company entered into a 30-year collaboration agreement with Baxter Healthcare Corporation ("Baxter") with respect for granting of the distribution rights for GLASSIA. During 2015, Baxter assigned all its rights under the collaboration agreement to Baxalta US Inc. ("Baxalta") which was acquired during 2016 by Shire plc. ("Shire"), which is now part of Takeda ("Takeda" and in these consolidated financial statements Baxter, Baxalta and Shire will be referred to as "Takeda").

The collaboration agreement consists of three main agreements (1) an Exclusive Manufacturing, Supply and Distribution agreement for GLASSIA in the United States, Canada, Australia and New Zealand (the "Territory" and the "Distribution Agreement", respectively); (2) Technology License Agreement for the use of the Company's knowhow and patents for the production, continued development and sale of GLASSIA by Takeda (the "License Agreement") in the Territory; and (3) A Paste Supply Agreement for the supply by Takeda of plasma derived fraction IV-1 to be used by the Company for the production of GLASSIA (the "Raw Materials Supply Agreement").

Pursuant to the agreements, the Company was entitled to certain upfront and milestone payments at a total amount of $45 million, all of which were received and accounted for as income through December 31, 2021, and for a minimum commitment of Takeda to acquire GLASSIA produced by the Company over the term of the Distribution Agreement. In addition, upon initiation of sales of GLASSIA manufactured by Takeda, the Company would be entitled to royalty payments at a rate of 12% on net sales of Glassia through August 2025, and at a rate of 6% thereafter until 2040, with a minimum of $5 million annually (the "Royalty Payments").

During 2021, the Company terminated the production and supply of GLASSIA to Takeda and Takeda initiated its own production of the product for distribution in the territory. In addition, during 2022, the Company transferred to Takeda the U.S. Biologics License Application (BLA) of the product, in consideration for a $2 million payment from Takeda, which was paid by Takeda and accounted for as income during the first quarter of 2022.

Commencing 2022, the Company collected royalty payments from Takeda (per the agreement term as described above). For the years ended December 31, 2024, 2023 and 2022 the Company accounted for a total of $16.9 million, $16.1 million and $12.2 million from sales-based royalty income from Takeda, respectively.

Pursuant to the Distribution Agreement, Takeda is responsible to conduct any required additional clinical studies required to obtain or maintain GLASSIA's marketing authorization in the Territory. Under certain conditions, the Company will be required to participate in the funding of these clinical studies in a total amount not to exceed $10 million.

Pursuant to the Raw Material Supply Agreement Takeda undertook to provide the Company, free of charge, all quantities of plasma derived fraction IV-1 required by the Company for manufacturing GLASSIA to be sold to Takeda for distribution in the Territory. The Company accounted for the fair value of the plasma derived fraction IV-1 used and sold as revenues and charges the same fair value to cost of revenue. In addition, the Company has the right to acquire from Takeda plasma derived fraction IV-1 for its continued development and for the production, sale and distribution of GLASSIA by the Company outside the Territory.

NOTE 17: - CONTINGENT LIABILITIES AND COMMITMENTS (CONT.)

b. In November 2006, the Company entered into an agreement with PARI GmbH ("PARI") in connection with a supply by PARI of a certain medical device required for the development of the Company's Inhaled AAT product. Pursuant to the agreement, the Company was licensed to use developments made by PARI. Furthermore, PARI will provide the Company certain quantities of devices for carrying out clinical trials, free of charge. If the development is successful, and the underlining product obtains required marketing authorization, the Company will pay PARI royalties based on sales of the devices through the later of the device patents expiration period or 15 years from the first commercial sale of the Company's the Inhaled AAT product.

On expiration of the royalty period, the license will become non-exclusive, and the Company shall be entitled to use the rights granted to it pursuant to the agreement without paying royalties or any other compensation. In addition, and according to a mechanism set in the agreement, PARI would be required to pay royalties to the Company of the total net sales of the device exceeding a certain amount, through the later of the device patents expiration period or 15 years from the first commercial sale of the Company's Inhaled AAT product.

In February 2008, the parties executed an amendment to the agreement according to which the exclusive global license granted to the Company was expanded to two additional indications. The royalties' obligations mentioned above, are applicable to all indications.

In addition, the parties entered into a commercialization and supply agreement, which ensures long-term regular supply of the device, including spare parts.

In May 2019, the Company signed a Clinical Study Supply Agreement ("CSSA") with PARI for the supply of the required quantities of controller kits and the web portal associated with PARI's device required for the Company's continued clinical trials with respect to the Inhaled AAT product. The CSSA is a supplement agreement to the commercialization and supply agreement and will expire upon the expiration or termination of such agreement.

c. In July 2011, the Company entered into a strategic collaboration agreement with Kedrion Biopharma Inc. ("Kedrion") for clinical development, marketing, distribution, and sales in the United States of the Company's rabies immune globulin (Human) under the trade name KEDRAB. The product is manufactured and marketed by the Company in other countries under a different trade name KAMRAB. The Company obtained U.S marketing authorization from the FDA for KEDRAB in August 2017, and the commercial launch of the product in the United States was initiated at the beginning of 2018.

In October 2016, the parties entered into an amendment to the agreement pursuant to which the parties agreed to conduct a required post-marketing-commitment clinical study which was initiated in March 2017 and finalized during 2020. The cost of the study was equally shared between the parties.

In December 2023, we entered into a binding memorandum of understanding with Kedrion for the amendment and extension of the distribution agreement between the parties, which represents the largest commercial agreement secured by us to date. Subsequently, in January 2025, we entered into the fifth amendment to the supply and distribution agreement, which memorializes the agreements and undertakings set forth in a binding memorandum of understanding, along with additional terms and conditions. Under these agreements, during the first four years of the eight-year term that began in January 2024, Kedrion committed to purchasing minimum quantities of KEDRAB, with aggregate revenues for us of approximately $180 million for such four-year period.

NOTE 17: - CONTINGENT LIABILITIES AND COMMITMENTS (CONT.)

d. In July 2019, the Company entered into a 7-year Master Clinical Services Agreement with a third party for the provision of certain clinical research services and other tasks to be performed by such third party, in connection with the Company's Phase 3 clinical study for its inhaled AAT product.

e. In December 2019, the Company entered into an agreement with Alvotech ehf. ("Alvotech"), a global biopharmaceutical company, to commercialize Alvotech's portfolio of six biosimilar product candidates in Israel, upon receipt of regulatory approval from the IL MOH. Pursuant to the agreement the Company is obligated to pay Alvotech certain milestone payments, in advance of the launch of the six biosimilar in Israel. In February 2022, the agreement was extended to include two additional biosimilar products.

f. On January 14, 2021, the Company entered into an agreement with undisclosed international pharmaceutical companies to commercialize one of the distribution products, in Israel. Pursuant to the agreement the Company is obligate to pay royalties in the amount of 24% out of the net revenue from the sale of the product in the Israeli market.

g. See Note 13a(1) for of the Company's obligation to pay contingent consideration subject the achievement of sales thresholds.

See Note 13a(2) for the Company's assumed liability for certain of Saol's obligations for the future payment of royalties.

h. In May 2022, the Company terminated a distribution agreement with a third-party engaged to distribute the Company's propriety products in Russia and Ukraine (the "Distributor") and a power of attorney granted in connection with such distribution agreement to an affiliate of the Distributor (the "Affiliate"). On June 13, 2023, the Affiliate filed a Statement of Claim with the tribunal of first instance in Geneva, seeking alleged damages in the total amount of $6.7 million. The Company filed a motion with the tribunal of first instance challenging its jurisdiction over the Affiliate's claims, submitting that such claims should have been brought before an arbitral tribunal, as contractually agreed between the parties. During December 2024, the Company was advised by the Geneva court that it possesses all the necessary information to decide on its jurisdiction and its decision is expected in the coming months. Until the tribunal of first instance in Geneva rules on the motion, the Affiliate's claims will not be heard. To date, it is not possible to assess the prospects of the claim against the Company and any potential liabilities and impact on the Company's business.

NOTE 18: - GUARANTEES AND CHARGES

a. The Company provided a bank guarantee in the amount of $315 thousand mainly in favor of the lessor of its leased office facility in Rehovot, Israel, as guarantee for meeting its obligations under the lease agreement.

b. The Company provided a bank guarantee in the amount of $247 thousand as part of the terms and conditions of a tender. In order to obtain the bank guarantee the Company deposited the full amount of the bank guarantee in a collateral account. Refer to Note 7 for further information.

c. The Company provided a security deposit totaling $444 thousand in accordance with the terms and conditions of the lease agreements for its Houston and San Antonio plasma collection centers. These deposits serve as a guarantee to ensure compliance with the Company's obligations under these agreements. Pursuant to the Houston center lease agreement, the Company is entitled for an annual partial reimbursement of $40 thousand of the security deposit for each year of the initial 10-year lease period.

NOTE 19: - EQUITY

a. Share capital

	December 31, 2024		December 31, 2023	
	Authorized	Outstanding	Authorized	Outstanding
Ordinary shares of NIS 1 par value	70,000,000	57,505,031	70,000,000	57,479,528

b. Changes in share capital:

Issued and outstanding share capital:

	Number of shares
Balance as of January 1, 2023	44,832,843
Issue of shares	12,631,579
Exercise of options into share units	2,662
Vesting of restricted shares units	12,444
Balance as of December 31, 2023	57,479,528
Exercise of options into shares units	23,628
Vesting of restricted shares units	1,875
Balance as of December 31, 2024	57,505,031

NOTE 19: - EQUITY (CONT.)

c. Rights attached to Shares

Voting rights at the shareholders general meeting, rights to dividend, rights in case of liquidation of the Company and rights to nominate directors.

d. Share options and restricted shares units

During 2024 and 2023, 189,154 and 42,175 share options, respectively, were exercised, on a net exercise basis, into 23,628 and 2,662 ordinary shares of NIS 1 par value each and 1,875 and 12,444 restricted shares units were vested, respectively. The total consideration from such exercise totaled $7 and $4 thousand for 2024 and 2023, respectively.

For additional information regarding options and restricted shares units granted to employees and management in 2024, refer to Note 20 below.

e. Capital management in the Company

The Company's goals in its capital management are to preserve capital ratios that will ensure stability and liquidity to support business activity and create maximum value for shareholders.

f. Issuance of ordinary shares by the Company

On November 21, 2019, FIMI, the leading private equity firm in Israel acquired from third parties 5,240,956 ordinary shares at a price of $6.00, representing ownership of approximately 13% of the Company's then outstanding shares.

On February 10, 2020, the Company consummated a private placement with FIMI, pursuant to which the Company issued 4,166,667 ordinary shares at a price of $6.00 per share, for total gross proceeds of $25,000 thousand. Upon closing of the private placement, FIMI's aggregate ownership represented approximately 21% of the Company's then outstanding shares.

On September 7, 2023, the Company consummated a private placement with FIMI, pursuant to which the Company issued 12,631,579 ordinary shares at a price of $4.75 per share (which represented the average closing price of the Company's shares on NASDAQ during the 20 trading days prior to the date of execution of the private placement), for total gross proceeds of $60,000 thousand. Following the closing of the private placement, FIMI beneficially owned approximately 38% of the Company's outstanding ordinary shares and became a controlling shareholder of the Company, within the meaning of the Israeli Companies Law, 1999.

Concurrently with the execution of the share purchase agreement, the Company entered into an amended and restated registration rights agreement with FIMI pursuant to which, among other things, the Company undertook to file with the U.S. Securities and Exchange Commission a registration statement registering the resale of all of the ordinary shares held by FIMI, per its request, at any time commencing after the lapse of six months following the closing of the private placement.

Ms. Lilach Asher-Topilsky, the Chairman of the Board of Directors, of the Company, and Messrs. Ishay Davidi and Uri Botzer, members of the Company's Board of Directors, are executives of FIMI.

NOTE 20: - SHARE-BASED PAYMENT

On July 24, 2011, the Company's Board of Directors adopted the 2011 Israeli Share Option Plan. In September 2016, the Company's Board of Directors approved an amendment to the plan, to include the issuance of restricted shares units ("RSU") under the plan and renamed it the Israeli Share Award Plan ("2011 Plan"). In August 2021, the Company's Board of Directors approved a 10-year extension of the 2011 Plan, through August 9, 2031, and adopted a few additional amendments to the 2011 Plan. The 2011 Plan was further amended in October 2022.

Options and RSU's granted under the 2011 Plan, prior to January 2020, generally vest over a four-year period following the date of the grant in 13 installments: 25% on the first anniversary of the grant date and 6.25% at the end of each quarter thereafter. As of 2020, options and RSUs granted under the 2011 Plan generally vest in four equal annual installments of 25% each.

In February 2022, the Company's Board of Directors adopted the U.S. Taxpayer Appendix to the 2011 Plan (the "U.S. Appendix"), which provides for the grant of options and RSU to persons who are subject to U.S. federal income tax. The U.S. Appendix provides for the grant to U.S. employees of options that qualify as incentive stock options ("ISOs") under the U.S. Internal Revenue Code of 1986, as amended. The U.S. Appendix was approved by our shareholders at the annual general meeting held in December 2022.

a. Expense recognized in the financial statements

The share-based compensation expense that was recognized for services received from employees and members of the Company's Board of Directors is presented in the following table:

	For the Year Ended December 31		
	2024	2023	2022
	U.S. Dollar in thousands		
Cost of revenues	$ 159	$ 249	$ 308
Research and development	96	167	204
Selling and marketing	177	238	254
General and administrative	435	660	372
Total share-based compensation	$ 867	$ 1,314	$ 1,138

NOTE 20: - SHARE-BASED PAYMENT (CONT.)

b. Share options granted:

On February 29, 2024, the Company's Board of Directors approved the grant of options to purchase up to 27,468 ordinary shares of the Company under the 2011 Plan and the US Appendix which were allocated as follows:

Under the Israeli Share Option Plan:

- 20,800 options to purchase the ordinary shares of the Company, at an exercise price of NIS 23.91 (USD 6.67) per share. The fair value of the options calculated on the date of grant using the binomial option valuation model was estimated at $48 thousands.

Under the US Appendix:

- 6,668 options to purchase the ordinary shares of the Company, at an exercise price of USD 6.62 per share. The fair value of the options calculated on the date of grant using the binomial option valuation model was estimated on the date of grant at $18 thousands.

On July 21, 2024, the Company's Board of Directors approved the grant of options to purchase up to 15,081 ordinary shares of the Company, under the 2011 Plan and the US Appendix which were allocated as follows:

Under the Israeli Share Option Plan:

- 9,049 options to purchase the ordinary shares of the Company, at an exercise price of NIS 22.01 (USD 6.06) per share. The fair value of the options calculated on the date of grant using the binomial option valuation model was estimated at $19 thousands.

Under the US Appendix:

- 6,032 options to purchase the ordinary shares of the Company, at an exercise price of USD 6.07 per share. The fair value of the options calculated on the date of grant using the binomial option valuation model was estimated on the date of grant at $15 thousands.

NOTE 20: - SHARE-BASED PAYMENT (CONT.)

c. Change of Awards during the Year

The following table lists the number of share options, the weighted average exercise prices of share options and changes in share options grants during the year:

Under the Israeli Share Option Plan:

	2024		2023		2022	
	Number of Options	Weighted Average Exercise Price In NIS	Number of Options	Weighted Average Exercise Price In NIS	Number of Options	Weighted Average Exercise Price In NIS
Outstanding at beginning of year	3,022,098	19.81	3,022,314	19.91	1,504,678	20.38
Granted	29,849	23.33	321,264	18.60	1,833,200	19.27
Exercised	(189,154)	18.49	(42,175)	19.04	(8,325)	16.47
Forfeited	(295,305)	20.90	(279,305)	19.57	(307,239)	19.14
Outstanding at end of year[1]	2,567,488	19.81	3,022,098	18.82	3,022,314	19.91
Exercisable at end of year[2]	1,518,437	20.25	1,412,709	19.83	1,049,329	20.38
The weighted average remaining contractual life for the share options		3.49		3.93		4.67

(1) The range of exercise prices for share options outstanding as of December 31, 2024, were NIS 16.53- NIS 29.68. Exercise is by net exercise method.
(2) The weighted average exercise price of the exercisable options at December 31, 2024, 2023 and 2022 translated into U.S. dollars as of the relevant exchange rate on those days is $5.55, $5.62, $5.79, respectively.

Under the US Appendix:

	2024		2023		2022	
	Number of Options	Weighted Average Exercise Price In USD	Number of Options	Weighted Average Exercise Price In NIS	Number of Options	Weighted Average Exercise Price In NIS
Outstanding at beginning of year	247,883	5.56	225,500	5.55	-	-
Granted	12,700	6.36	22,383	5.64	243,600	5.57
Exercised	-	-	-	-	-	-
Forfeited	(10,000)	5.36	-	-	(18,100)	5.82
Outstanding at end of year[1]	250,583	5.61	247,883	5.56	225,500	5.55
Exercisable at end of year	113,345	5.56	56,375	5.55	-	-
The weighted average remaining contractual life for the share options		4.06		5.00		5.90

(1) The range of exercise prices for share options outstanding as of December 31, 2024, were USD 4.57- USD 6.62 Exercise is by net exercise method.

NOTE 20: - SHARE-BASED PAYMENT (CONT.)

d. The following table lists the number of RSUs and changes in RSUs grants during the year:

	Number of RSUs		
	2024	2023	2022
Outstanding at beginning of year	1,875	14,705	49,561
Granted	-	-	-
End of restriction period	(1,875)	(12,444)	(31,608)
Forfeited	-	(386)	(3,248)
Outstanding at end of year	-	1,875	14,705
The weighted average remaining contractual life for the restricted share units	-	0.25	0.96

e. Measurement of the fair value of share options:

The Company uses the binomial model when estimating the grant date fair value of equity-settled share options. The measurement was made at the grant date of equity-settled share options.

The following table lists the inputs to the binomial model used for the fair value measurement of equity-settled share options for the above plan.

	2024	2023	2022
Dividend yield (%)	-	-	-
Expected volatility of the share prices (%)	29-38	26-38	23-40
Risk-free interest rate (%)	3.74-4.87	3.76-4.70	0.4-3.55
Contractual term of up to (years)	6.5	6.5	6.5
Weighted average share prices (NIS)	20.82-22.77	16.10-19.46	13.6-18.41
Expected average forfeiture rate (%)	8.5	8.5	8.5

Under the US Appendix:

	2024	2023	2022
Dividend yield (%)	-	-	-
Expected volatility of the share prices (%)	38-43	34-47	27-47
Risk-free interest rate (%)	3.04-6.11	3.76-5.03	0.91-3.54
Contractual term of up to (years)	6.5	6.5	6.5
Weighted average share prices (USD)	5.88-6.30	4.22-5.55	4.8-5.37
Expected average forfeiture rate (%)	8.5	5-8.5	1.9-8.5

NOTE 21: - TAXES ON INCOME

a. Tax laws applicable to the Company

Law for the Encouragement of Industry (Taxes), 1969

The Law for the Encouragement of Industry (Taxes), 1969 (the "Encouragement of Industry Law"), provides several tax benefits for "Industrial Companies." Pursuant to the Encouragement of Industry Law, a company qualifies as an Industrial Company if it is a resident of Israel and at least 90% of its income in any tax year (other than income from certain government loans) is generated from an "Industrial Enterprise" that it owns. An Industrial Enterprise is defined as an enterprise whose principal activity, in a given tax year, is industrial activity.

An Industrial Company is entitled to certain tax benefits, including: (i) a deduction of the cost of purchases of patents, know-how and certain other intangible property rights (other than goodwill) used for development or promotion of the Industrial Enterprise in equal amounts over a period of eight years, beginning from the year in which such rights were first used, (ii) the right to elect to file consolidated tax returns, under certain conditions, with additional Israeli Industrial Companies under its control, and (iii) the right to deduct expenses related to public offerings in equal amounts over a period of three years beginning from the year of the offering.

Eligibility for benefits under the Encouragement of Industry Law is not contingent upon the approval of any governmental authority. The Company believes that it currently qualifies as an industrial company within the definition of the Industry Encouragement Law. The Company cannot confirm that the Israeli tax authorities will agree that the Company qualifies, or, if qualified, that it will continue to qualify as an industrial company or that the benefits described above will be available to the Company in the future.

Law for the Encouragement of Capital Investments, 1959

Tax benefits prior to Amendment 60

The Company's facilities in Israel have been granted Approved Enterprise status under the Law for the Encouragement of Capital Investments, 1959, commonly referred to as the "Investment Law". The Investment Law provides that capital investments in a production facility (or other eligible assets) may be designated as an Approved Enterprise.

Under the Approved Enterprise programs, a company is eligible for certain benefits such as governmental grants and tax incentives. The benefits period is limited to the earlier of 12 years from completion of the investment or commencement of production ("Year of Operation"), or 14 years from the year in which the certificate of approval was obtained.

The Company's benefit period under the Approved Enterprise programs ended by the end of 2017.

NOTE 21: - TAXES ON INCOME (CONT.)

a. Tax laws applicable to the Company (cont.)

Tax benefits under Amendment 60

On April 1, 2005, an amendment to the Investment Law was affected ("Amendment 60"). The amendment revised the criteria for investments qualified to receive tax benefits. An eligible investment program under the amendment will qualify for benefits as a Privileged Enterprise (rather than the previous terminology of Approved Enterprise).

In May 2012, the Company received a Tax Ruling from the Israeli Tax Authority that its activity is an industrial activity, and the Company will be eligible for the status of a Privileged Enterprise, provided that it meets the requirements under the ruling. Pursuant to the Tax Ruling, the Year of Election was 2009. The Company also subsequently elected 2012 as a Year of Election. Through December 31, 2023, the Company did not utilize the tax benefits under its Privileged Enterprise and those expired at the end of 2023.

In January 2015, the Company obtained a ruling from the ITA pursuant to which royalties-based income related to GLASSIA will be considered "Privileged Income" (within the meaning of the Investment Law), subject to meeting certain conditions detailed in the ruling.

Amendment 68 to the Encouragement Law:

As of January 1, 2011, new legislation amending the Investment Law was affected. Pursuant to Amendment 68 a new status of "Preferred Company" and "Preferred Enterprise", replacing the then existing status of "Privileged Company" and "Privileged Enterprise". A Preferred Company is an industrial company owning a Preferred Enterprise which meets certain conditions (including a minimum threshold of 25% export). However, under this new legislation the requirement for a minimum investment in productive assets was cancelled.

Under Amendment 68, a uniform corporate tax rate will apply to all qualifying income of the Preferred Company, as opposed to the former law, which was limited to income from the Approved Enterprises during the benefits period.

The company believes that it satisfies the requirements of the Preferred Company status, pursuant to Amendment 68, and while it has not yet utilized the benefits under Amendment 68, it may do so in subsequent fiscal years.

Amendment 73 to the Encouragement Law:

Amendment 73 to the Encouragement Law also prescribes special tax tracks for technological enterprises, which became effective in 2017, as follows: Preferred technological enterprise, which is defined in the Encouragement Law as a company that owns the enterprise and is a member of a group whose total consolidated revenues are less than NIS 10 billion in the tax year, will be subject to tax at a rate of 12% on profits deriving from intellectual property (in development area A - a tax rate of 7.5%). Special preferred technological enterprise which is a member of a group whose total consolidated revenues exceed NIS 10 billion in the tax year will be subject to tax at a rate of 6% on preferred income from the enterprise, regardless of the enterprise's geographical location. Any dividends distributed to "foreign companies", as defined in the Encouragement Law, deriving from income from the technological enterprises will be subject to tax at a rate of 4%, subject to the conditions prescribed in Section 51Z to the Encouragement Law.

The Company evaluated the effect of the adoption of Amendment 73 on its tax position, and as of the date of the approval of the financial statements, the Company did not apply for the benefits under Amendment 73. The Company may elect to apply for these benefits in the future.

b. Tax rates applicable to the Company (other than the applicable preferred tax)

The Israeli corporate income tax rate was 23% since 2018.

c. Tax assessments

The Company has finalized tax assessments through the end of tax year 2019.

NOTE 21: - TAXES ON INCOME (CONT.)

d. Taxation of the subsidiaries:

Kamada Inc and Kamada Plasma LLC ("US subsidiaries") are incorporated in the United States and are subject to U.S. Federal and State tax laws and Franchise Tax. The two subsidiaries file a joint tax return.

On December 22, 2017, the Tax Cuts and Jobs Act (the "Act") was signed into law. Among other things, the Act reduces the corporate tax rate to 21% from 35%.

On February 16, 2022, the Company incorporated KI Biopharma LLC, as a wholly owned subsidiary of Kamada Ltd. KI Biopharma LLC is a disregarded (tax transparent) entity for U.S. tax purposes.

e. Carry forward losses for tax purposes and other temporary differences

As of December 31, 2024, the Company has carried forward losses and other temporary differences in the amount of $13,419 thousand. Final tax assessments for the years 2020 onwards could have an impact on the balance of carry forward tax losses.

As of December 31, 2024, the US subsidiaries had carried forward losses and other temporary differences in the amount of $356 thousand.

f. Uncertain tax positions

The Company analyzed uncertainty involving income taxes on its financial statements and whether it has any potential impact on the financial statements. As of December 31, 2024, and 2023, the application of IFRIC 23 did not have a material effect on the financial statements.

g. Deferred taxes:

As of December 31, 2024, the Company recorded deferred tax asset, net at an amount of $488 thousands representing utilization of previously unrecognized tax losses and other deductible temporary differences as the Company considered it probable that future taxable profits will be available against which they can be utilized. As a result, the Company recognized deferred tax income of $488 thousands of which $16 thousands was recognized in equity.

h. Major components of deferred tax assets and deferred tax liabilities:

	Year ended December 31 2024
	U.S. Dollars in thousands
Deferred tax assets:	
Carryforward tax losses	$ 2,281
Research and development expenses	2,511
Accrued expenses	481
Property plant and equipment and lease, net	689
Other	112
Total Deferred tax assets	$ 6,074
Deferred tax liability:	
Intangible assets and goodwill	(5,567)
Other	(19)
Deferred tax liability	$ (5,586)
Deferred tax assets, net	$ 488

NOTE 21: - TAXES ON INCOME (CONT.)

i. Taxes on income

	Year ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Current taxes	$ 209	$ 145	$ 62
Deferred tax income	(1,337)	-	-
Taxes with respect of prior years	-	-	-
Taxes on income	$ (1,128)	$ 145	$ 62

j. Theoretical tax

2023-2022

The reconciliation between the statutory tax rate and the effective tax rate as recorded in profit or loss for the years ended December 31, 2023, and 2022 does not provide significant information, mainly because the Company did not recognize deferred taxes, and therefore is not presented.

2024

The table below represent the reconciliation between the statutory tax rate and the effective tax rate as recorded in profit or loss

	Year ended December 31 2024
	U.S. Dollars in thousands
Gain before taxes on income	$ 13,334
Statutory tax rate	23%
Tax (tax benefit) computed at the statutory tax rate	3,067
Increase (decrease) in taxes resulting from permanent differences - the tax effect:	
Effect of creating deferred taxes at a rate different from the primary tax rate	177
Nondeductible expenses for tax purposes	2,095
Unrecognized temporary differences	158
Utilization of tax losses and benefits from prior years for which deferred taxes were not created	(4,955)
Effect of change on current and deferred tax assets	(1,490)
Difference between measurement basis of income/expenses for tax purposes and measurement basis of income/expenses for financial reporting purposes	(78)
Other	(102)
Tax benefit	$ 1,128

NOTE 22: - SUPPLEMENTARY INFORMATION TO THE STATEMENTS OF PROFIT AND LOSS

a. Additional information about revenues

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Revenues from major customers each of whom amount to 10% or more, of total revenues			
Customer A[(1)]	$ 49,958	$ 32,800	$ 16,195
Customer B[(2)]	16,882	16,129	14,205
Customer C[(3)]	12,234	9,230	12,255
	$ 79,074	$ 58,159	$ 42,655

(1) Revenue is attributed to the Proprietary segment. Refer to Note 17 (c) for more information.

(2) Revenue is attributed to the Proprietary segment. Refer to Note 17 (a) for more information.

(3) Customer C for the year ended December 31, 2024, is different than Customer C for the years ended December 31, 2023, and 2022.

b. Revenues based on the location of the customers, are as follows:

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
U.S.A	$ 100,504	$ 73,741	$ 65,296
Israel	25,012	31,296	32,031
Latin America	18,606	12,928	11,293
Canada	9,457	11,162	10,555
Europe	4,936	7,088	5,277
Asia	2,376	6,147	4,581
Others	62	157	306
Total Revenue	$ 160,953	$ 142,519	$ 129,339

NOTE 22: - SUPPLEMENTARY INFORMATION TO THE STATEMENTS OF PROFIT AND LOSS (CONT.)

c. Cost of goods sold

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Cost of materials	$ 46,673	$ 70,308	$ 53,666
Salary and related expenses	17,820	16,330	14,967
Subcontractors	6,302	6,354	4,673
Depreciation and amortization [1]	9,274	9,000	8,553
Energy	1,390	1,383	1,365
Other manufacturing expenses	1,812	1,235	1,785
Total Cost of goods sold before Inventory change	$ 83,271	$ 104,610	$ 85,009
Decrease (increase) in inventories	7,715	(17,581)	(2,373)
Total Cost of goods sold	$ 90,986	$ 87,029	$ 82,636

(1) Including amortization of intangible assets in the amount of $5,376 for each of the years ended December 31, 2024, 2023 and 2022.

d. Research and development

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Salary and related expenses	$ 5,621	$ 5,110	$ 5,608
Subcontractors	5,354	4,677	4,216
Materials and allocation of facility costs	2,693	2,971	2,538
Depreciation and amortization	648	586	574
Others	869	589	236
Total Research and development	$ 15,185	$ 13,933	$ 13,172

e. Selling and marketing

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Salary and related expenses	$ 5,916	4,907	4,047
Packing, shipping and delivery	1,612	1,366	1,484
Marketing and advertising	3,830	2,634	3,676
Registration and marketing fees	3,705	4,362	3,463
Depreciation and amortization [1]	2,085	2,090	2,056
Others	1,280	834	558
Total Selling and marketing	$ 18,428	$ 16,193	$ 15,284

[1] Including amortization of intangible assets in the amount of $1,807 for each of the years ended December 2024 and 2023, and 2022.

NOTE 22: - SUPPLEMENTARY INFORMATION TO THE STATEMENTS OF PROFIT AND LOSS (CONT.)

f. General and administrative

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Salary and related expenses	$ 5,811	$ 5,283	$ 4,455
Employees welfare	1,608	1,337	1,299
Professional fees and public company expenses	4,290	4,305	4,213
Depreciation, amortization and impairment	1,211	1,035	973
Information technology related expenses	1,772	1,201	905
Others	1,010	1,220	958
Total General and administrative	$ 15,702	$ 14,381	$ 12,803

g. Financial (expense) income

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Financial income			
Interest income from cash deposit	$ 2,118	$ 588	$ 91
Financial expense			
Revaluation of long term liabilities	(8,081)	(980)	(6,266)
Fees and interest expense to financial institutions	(660)	(1,298)	(914)
Financial income and (expense)			
Derivatives instruments measured at fair value	(139)	149	548
Translation differences of financial assets and liabilities	45	(94)	(250)
Total Financial (expense) income	$ (6,717)	$ (1,635)	$ (6,791)

NOTE 23: - INCOME (LOSS) PER SHARE

a. Details of the number of shares and income (loss) used in the computation of income (loss) per share

	Year Ended December 31,					
	2024		2023		2022	
	Weighted Number of Shares	Income Attributed to equity holders of the Company	Weighted Number of Shares	Income Attributed to equity holders of the Company	Weighted Number of Shares	Income Attributed to equity holders of the Company
		U.S. Dollars in thousands		U.S. Dollars in thousands		U.S. Dollars in thousands
For the computation of basic income (loss)	57,487,248	14,462	48,830,479	8,284	44,815,248	$ (2,321)
Effect of potential dilutive ordinary shares	329,903		4,845,035		41,328	-
For the computation of diluted income (loss)	57,817,151	14,462	53,675,514	8,284	44,856,576	$ (2,321)

b. The computation of the diluted income per share for the years ending December 31, 2024, 2023 and 2022 considered the options and RSUs due to their dilutive effect.

NOTE 24: - OPERATING SEGMENTS

a. General

The operating segments are identified based on information that is reviewed by the chief operating decision makers ("CODM") to make decisions about resources to be allocated and assess its performance. Accordingly, for management purposes, the Company is organized into operating segments based on the products and services of the business units and has two operating segments as follows:

Proprietary Products Manufacturing, sales and distribution of plasma-derived protein therapeutics.

Distribution Distribute imported drug products in Israel, which are manufactured by third parties.

Segment performance is evaluated based on revenues and gross profit in the financial statements.

The segment results reported to the CODM include items that are allocated directly to the segments and items that can be allocated on a reasonable basis. Items that were not allocated, mainly the Company's corporate office, research and development costs, sales and marketing costs, general and administrative costs and financial costs (consisting of finance expenses and finance income and including fair value adjustments of financial instruments), are managed on a Company basis.

The segment liabilities do not include loans and financial liabilities as these liabilities are managed on a Company basis. The Company's CODM does not regularly review asset information by segments and, therefore, the Company does not report asset or liability information by segment.

NOTE 24: - OPERATING SEGMENTS (CONT.)

b. Reporting on operating segments

	Proprietary Products	Distribution	Total
	U.S. Dollars in thousands		
Year Ended December 31, 2024			
Revenues	$ 141,447	$ 19,506	$ 160,953
Cost of revenues [1]	73,708	17,278	90,986
Gross profit	$ 67,739	$ 2,228	$ 69,967
Unallocated corporate expenses			(49,916)
Finance income, net			(6,717)
Income before taxes on income			$ 13,334

	Proprietary Products	Distribution	Total
	U.S Dollars in thousands		
Year Ended December 31, 2023			
Revenues	$ 115,458	$ 27,061	$ 142,519
Cost of revenues [1]	63,342	23,687	87,029
Gross profit	$ 52,116	$ 3,374	$ 55,490
Unallocated corporate expenses			(45,426)
Finance income, net			(1,635)
Income before taxes on income			$ 8,429

	Proprietary Products	Distribution	Total
	U.S. Dollars in thousand		
Year Ended December 31, 2022			
Revenues	$ 102,598	$ 26,741	$ 129,339
Cost of revenues [1]	58,229	24,407	82,636
Gross profit	$ 44,369	$ 2,334	$ 46,703
Unallocated corporate expenses			(42,171)
Finance expense, net			(6,791)
Income before taxes on income			$ (2,259)

(1) For amortization expenses included in costs of revenues from proprietary products see Note 22(c); for inventory impairment, included mainly in costs of revenues from proprietary products see Note 8.

NOTE 25: - BALANCES AND TRANSACTIONS WITH RELATED PARTIES

a. Balances with related parties

	December 31, 2024	December 31, 2023
	U.S. Dollars in thousands	
Trade payables	$ 125	$ 96
Other accounts payables	$ 95	$ 45

NOTE 25: - BALANCES AND TRANSACTIONS WITH RELATED PARTIES (CONT.)

b. Transactions with employed/directors that accounts as related parties

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Remuneration of directors not employed by the Company or on its behalf	$ 400	$ 548	$ 331

c. Transactions with key executive personnel (including non-related parties)

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Salary and Related Expenses	$ 3,862	$ 3,771	$ 3,590
Share-based payment	438	728	547
Total	$ 4,300	$ 4,499	$ 4,137

d. Transactions with related parties

	Year Ended December 31,		
	2024	2023	2022
	U.S. Dollars in thousands		
Revenues	$ -	$ 2,676	$ 5,298
Cost of Goods Sold	$ 29	$ 7	$ 19
General and administrative expenses	$ 159	$ 223	$ 214

NOTE 25: - BALANCES AND TRANSACTIONS WITH RELATED PARTIES (CONT.)

e. Terms of Transactions with Related Parties

Sales to related parties are conducted at market prices. Outstanding trade receivables due from related parties the end of the year bears no interest, and their settlement will be in cash. For the years ended December 31, 2024, 2023 and 2022, the Company recorded no allowance for doubtful accounts for trade receivable due from related parties.

1. Tuteur SACIFIA ("Tuteur"), a company registered in Argentina, was formerly controlled by Mr. Ralf Hahn, the former Chairman of the Company's Board of Directors, and its currently under the control of the Hahn family. Mr. Ralf Hahn's son, Mr. Jonathan Hahn, currently the President and a director of Tuteur, served as a director of the Company from March 2010 until November 2023.

   The Company has a long-standing distribution arrangement with Tuteur for distribution of GLASSIA and KAMRHO(D) in Argentina and several other South American countries. The original agreement was entered into in November 2001 and since was amended, restated several times, including being replaced by a new distribution agreement from May 2020, which was also amended several times since.

   Tuteur was considered a related party until November 2023, and upon departure of Mr. Jonathan Hahn from the Company's Board of Director it is no longer treated as such.

2. FIMI, the leading private equity firm in Israel, beneficially owns approximately 38% of the Company's outstanding ordinary shares and is a controlling shareholder of the Company, within the meaning of the Israeli Companies Law, 1999. Refer to Note 19 for further detail.

   The following Israeli entities: E&M Computing Ltd., and SPIDER SOLUTIONS LTD, which are controlled by or affiliated with the FIMI Funds, are currently engaged by the Company for the provision of certain services relating to its continuous operations in non-material amounts and at market prices.

NOTE 26: - EVENTS SUBSEQUENT TO THE REPORTING PERIOD

On March 5, 2025, the Company announced that its Board of Directors has declared a special cash dividend of $0.20 (approximately NIS 0.72) per share on the Company's common stock (totaling approximately $11,501 thousands). The special cash dividend will be payable on April 7, 2025, to shareholders of record at the close of business on March 17, 2025.

Exhibit 2.1

DESCRIPTION OF SECURITIES

The descriptions of the securities contained herein summarize the material terms and provisions of the ordinary shares of Kamada Ltd., registered under Section 12 of the Securities Exchange Act of 1934.

General

Our authorized and registered share capital is NIS 70,000,000 divided into 70,000,000 ordinary shares, nominal (par) value NIS 1.00 each.

The Nasdaq Global Select Market

Our ordinary shares are listed on the Nasdaq Global Select Market and the Tel Aviv Stock Exchange under the symbol “KMDA”.

Memorandum and Articles of Association

The following description of our memorandum of association and amended articles of association (the "Amended Articles") are summaries and are qualified in their entirety by reference to the full text of the Memorandum of Association and Articles of Association, filed as Exhibit 1.2 and Exhibit 1.1 to our Annual Report, respectively.

Establishment and Purposes of the Company

We were incorporated under the laws of the State of Israel on December 13, 1990 under the name Kamada Ltd. We are registered with the Israeli Registrar of Companies in Jerusalem. Our registration number is 51-152460-5. Our purpose as set forth in the Amended Articles is to engage in any lawful business.

Ordinary Shares

Voting

Holders of our ordinary shares have one vote per ordinary share on all matters submitted to a vote of shareholders at a shareholders’ meeting. Shareholders may vote at shareholder meetings either in person, by proxy or, with respect to certain resolutions, by a voting instrument.

Israeli law does not allow public companies to adopt shareholder resolutions by means of written consent in lieu of a shareholder meeting.

Transfer of Shares

Fully paid ordinary shares are issued in registered form and may be freely transferred under our articles of association 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 of association, directors (other than external directors, if any) are elected by the holders of a simple majority of our ordinary shares at a general shareholder 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 whose positions are being filled at that meeting (subject to the special approval requirements under the Israeli Companies Law, 1999 (the “Companies Law”) for the election of external directors, if any). In addition, under our articles of association, vacancies on our board of directors (other than external director vacancies), including vacancies resulting from there being fewer than the maximum number of directors permitted by our articles of association, may be filled by a vote of a simple majority of the directors then in office, and such appointment shall be valid until the next annual general meeting (or until such director ceases to serve in such capacity, if earlier).

Dividend and Liquidation Rights

We may declare a dividend to be paid to the holders of our ordinary shares in proportion to their respective shareholdings and may fix the record date for eligibility and the time for payment, subject to the Companies Law. Under the Companies Law, dividend distributions are determined by the board of directors and do not require the approval of the shareholders of a company unless the company's articles of association provide otherwise. The Amended Articles do not require shareholder approval for a dividend distribution and provide that dividend distributions may be determined by our board of directors.

Pursuant to the Companies Law, unless otherwise approved by a court, we may declare and pay dividends or make other "distributions," including share repurchases, only out of the greater of our retained earnings or out of our earnings generated over the two years preceding the distribution according to the then last reviewed or audited financial statements (less the amount of previously distributed dividends, if not already reduced from the earnings), provided that the end of the period to which the financial statements relate is not more than six months prior to the date of the distribution (referred to as the "profit test"). If we do not meet the profit test, court approval is required to distribute a dividend. In each case, we are only permitted to distribute a dividend if our board of directors and, if applicable the court, determines that there is no reasonable concern that the payment of the dividend will prevent us from satisfying our existing and foreseeable obligations as they become due (referred to as the "solvency test").

Pursuant to regulations promulgated under the Companies Law, in the case of Israeli companies dual listed on the TASE and certain non-Israeli exchanges, including the Nasdaq, or which have offered their shares to the public solely outside of Israel or are listed solely on a non-Israeli exchange, the board of directors may resolve to distribute a dividend by way of a share repurchase program if it does not meet the profit test without seeking the approval of the court, subject to the following: (i) the company meets the solvency test; and (ii) the company provided a notice to certain creditors regarding its intention to distribute a dividend by way of a share repurchase program without meeting the profit test and no such creditor submits an objection within 30 days of the notice (otherwise, court approval would be required for such distribution in accordance with the requirements of the Companies Law).

In the event of our liquidation, after satisfaction of liabilities to creditors, our assets legally available for distribution will be distributed to the holders of our ordinary shares in proportion to their shareholdings. This right, as well as the right to receive dividends, 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 at least once every calendar year and within a period of not more than 15 months following the preceding annual general meeting. In addition, the Companies Law provides that our board of directors may convene a special general meeting of our shareholders whenever it sees fit and is required to do so upon the written request of (i) two directors or one quarter of the serving members of our board of directors, or (ii) one or more holders of 5% or more of our outstanding share capital and 1% of our voting power, or the holder or holders of 5% or more of our voting power.

Subject to the provisions of the Companies Law and the regulations promulgated thereunder, shareholders entitled to participate and vote at general meetings are the shareholders of record on a date to be decided by the board of directors, which in the case of an Israeli company whose shares are dual listed on the TASE and on certain exchanges outside of Israel, such as the Nasdaq, may be between four and 60 days prior to the date of the meeting. The Companies Law requires that resolutions regarding the following matters (among others) be approved by our shareholders at a general meeting: amendments to our articles of association; appointment, terms of service and termination of service of our auditors; election of external directors; approval of certain related party transactions; increases or reductions of our authorized share capital; mergers; dissolution of the company by a court, voluntary dissolution or voluntary dissolution in an expedited procedure, and the exercise of our board of director's powers by a general meeting, if our board of directors is unable to exercise its powers and the exercise of any of its powers is essential for our proper management.

The chairman of our board of directors presides over our general meetings. However, if at any general meeting the chairman is not present within 15 minutes after the appointed time or is unwilling to act as chairman of such meeting, then the shareholders present will choose any other person present to be chairman of the meeting.

Israeli law requires that a notice of any annual general meeting or special general meeting be provided to shareholders at least 21 days prior to the meeting and if the agenda of the meeting includes, among other things, the appointment or removal of directors, the approval of transactions with office holders or interested or related parties, an approval of a merger or the approval of the compensation policy, notice must be provided at least 35 days prior to the meeting.

Quorum

Pursuant to our Amended Articles, the quorum required for a meeting of our shareholders is the presence of two or more shareholders present in person, by proxy or by a voting instrument, who hold at least 25% of our voting power. A meeting adjourned for lack of a quorum is generally adjourned to one week thereafter at the same time and place, or to such other day, time and place, as our board of directors may indicate in the notice of the meeting to the shareholders. Pursuant to our Amended Articles, at the reconvened meeting, the meeting will take place with any number of participants present.

Resolutions

Under the Companies Law, unless otherwise provided in our Amended 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, with respect to certain resolutions, by a voting instrument, and voting on the resolution (excluding abstentions). Under Israeli law, a resolution for the voluntary winding up of the company requires the approval by the holders of 75% of the voting rights represented at the meeting, in person or by proxy and voting on the resolution (excluding abstentions). Under our Amended Articles, a merger shall require the approval of a special majority of the shareholders, as described below under "Merger."

Access to Corporate Records

Under the Companies Law, all shareholders generally have the right to review minutes of our general meetings, our shareholder register and register of significant shareholders (as defined in the Companies Law), our Amended Articles, our financial statements and any document we are required by law to file publicly with the Israeli Companies Registrar or the Israel Securities Authority. In addition, any shareholder who specifies the purpose of its request may request to review any document in our possession that relates to: (i) any action or transaction with a related party which requires shareholder approval under the Companies Law; or (ii) the approval, by the board of directors, of an action in which an office holder has a personal interest. 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 commercial or technological secret or that the document's disclosure may otherwise impair our interests.

Acquisitions Under Israeli Law

Full Tender Offer

A person wishing to acquire shares of an Israeli public company and who would, as a result, hold over 90% of the target company's issued and outstanding share capital (or over 90% of the issued and outstanding share capital of a certain class of shares) is required by the Companies Law to make a tender offer to all of the company's shareholders (or all of the shareholders who hold shares of the same class) for the purchase of all of the issued and outstanding shares of the company or of a certain class. If the shareholders who do not respond to or accept the offer hold less than 5% of the issued and outstanding share capital of the company or of the applicable class of the shares, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a tender offer will also be accepted if the shareholders who do not accept it hold less than 2% of the issued and outstanding share capital of the company or of the applicable class of shares.

Upon a successful completion of such a full tender offer, any shareholder that was an offeree in such tender offer, whether such shareholder accepted the tender offer or not, may, within six months from the date of acceptance of the tender offer, petition an Israeli court to determine whether the tender offer was for less than fair value and that the fair value should be paid as determined by the court. However, under certain conditions, the offeror may include in the terms of the tender offer that an offeree who accepted the offer will not be entitled to petition the Israeli court as described above.

If (a) the shareholders who did not respond or accept the tender offer hold at least 5% of the issued and outstanding share capital of the company or of the applicable class or the shareholders who accept the offer constitute less than a majority of the offerees that do not have a personal interest in the acceptance of the tender offer, or (b) the shareholders who did not accept the tender offer hold 2% or more of the issued and outstanding share capital of the company (or of the applicable class), 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 tender offer.

Special Tender Offer

The Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of 25% or more of the voting rights in the company. This rule does not apply if there is already another holder of 25% or more of the voting rights in the company.

Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of more than 45% of the voting rights in the company, provided there is no other shareholder of the company who holds more than 45% of the voting rights in the company.

These requirements do not apply if the acquisition (i) occurs in the context of a private placement, that was approved by the company's shareholders and whose purpose is to give the acquirer at least 25% of the voting rights in the company if there is no person who holds 25% or more of the voting rights in the company, or as a private placement whose purpose is to give the acquirer 45% of the voting rights in the company, if there is no person who holds 45% of the voting rights in the company; (ii) was from a shareholder holding 25% or more of the voting rights in the company and resulted in the acquirer becoming a holder of 25% or more of the voting rights in the company; or (iii) was from a holder of more than 45% of the voting rights in the company and resulted in the acquirer becoming a holder of more than 45% of the voting rights in the company.

A special tender offer must be extended to all shareholders of a company. The special tender offer may be consummated only if (i) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror, and (ii) the number of shares tendered in the offer exceeds the number of shares whose holders objected to the offer (excluding controlling shareholders, holders of 25% or more of the voting rights in the company and any person having a personal interest in the acceptance of the tender offer).

In the event that a special tender offer is made, a company's board of directors is required to express its opinion on the advisability of the offer or it may abstain from expressing any opinion if it is unable to do so, provided that it gives the reasons for its abstention.

An office holder in a target company who, in his or her capacity as an office holder, performs an action the purpose of which is to cause the failure of an existing or foreseeable special tender offer or is to impair the chances of its acceptance, is liable to the potential purchaser and shareholders for damages resulting from his acts, unless such office holder acted in good faith and had reasonable grounds to believe he or she was acting for the benefit of the company. However, office holders of the target company may negotiate with the potential purchaser in order to improve the terms of the special tender offer, and may further negotiate with third parties in order to obtain a competing offer.

If a special tender offer is accepted, then shareholders who did not respond to the special offer or had objected to the special tender offer may accept the offer within four days of the last day set for the acceptance of the offer.

In the event that a special tender offer is accepted, then the purchaser or any person or entity controlling it and any corporation controlled by them must refrain from making a subsequent tender offer for the purchase of shares of the target company and may not effect a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Merger

The Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Companies Law are met, a majority of each party's shareholders. Under our Amended Articles, a merger shall require the approval of 66.6% of the voting rights represented at a meeting of our shareholders and voting on the matter, in person or by proxy, and any amendment to such provision shall require the approval of 60% of the voting rights represented at a meeting of our shareholders and voting on the matter, in person or by proxy.

The board of directors of a merging company is required pursuant to the Companies Law to discuss and determine whether in its opinion there exists a reasonable concern that as a result of a proposed merger, the surviving company will not be able to satisfy its obligations towards its creditors, taking into account the financial condition of the merging companies. If the board of directors has determined that such a concern exists, it may not approve a proposed merger. Following the approval of the board of directors of each of the merging companies, the boards of directors must jointly prepare a merger proposal for submission to the Israeli Registrar of Companies.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the shares voting at the shareholders meeting (excluding abstentions) that are held by parties other than the other party to the merger, 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, or any one on their behalf including their relatives or corporations controlled by any of them, vote against the merger.

In addition, if the non-surviving entity of the merger has more than one class of shares, the merger must be approved by each class of shareholders.

If the transaction would have been approved but for the separate approval of each class of shares or the exclusion of the votes of certain shareholders as provided above, a court may still rule that the company has approved the merger upon the request of holders of at least 25% of the voting rights of a company, if the court holds that the merger is fair and reasonable, taking into account the appraisal of the merging companies' value and the consideration offered to the shareholders.

Under the Companies Law, a merging company must send a copy of the proposed merger plan to its secured creditors no later than three days after the date on which the merger proposal was submitted to the Israeli Companies Registrar. Unsecured creditors are entitled to receive notice of the merger, as provided by the regulations promulgated under the Companies Law. Upon the request of a creditor of a merging company, 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 the target company. The court may also give instructions in order 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 with the Israeli Registrar of Companies and 30 days from the date that shareholder approval of both merging companies was obtained.

Anti-Takeover Measures under Israeli Law

The Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred or additional rights to voting, distributions or other matters and shares having preemptive rights. We do not have any authorized or issued shares other than ordinary shares. In the future, if we do create and issue a class of shares other than ordinary shares, such class of shares, depending on the specific rights that may be attached to them, 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 will require an amendment to our Amended Articles of association which requires the prior approval of a majority of our shares represented and voting at a general meeting. Shareholders voting at such a meeting will be subject to the restrictions under the Companies Law described above in "— Ordinary Shares — Voting." Pursuant to the Israeli Securities Law, 5728-1968, a company whose shares are traded on the TASE may not have more than one class of shares except for preferred shares which may have a dividend preference but may not have any voting rights.

Modification of Class Rights

The Companies Law and our Amended Articles provide that the rights of a particular class of shares may not be modified without the affirmative vote at a separate meeting of such class of a majority of shares actually participating in such class meeting.

-Confidential-

FIFTH AMENDMENT TO SUPPLY AND DISTRIBUTION AGREEMENT

This fifth amendment (the "**Fifth Amendment**") to the Supply and Distribution Agreement (as defined below) is hereby entered into by and between Kamada Ltd., a corporation organized and existing under the laws of Israel, with its principal office in 2 Holzman Street, Weizmann Science Park, Rehovot 7670402, Israel ("**Kamada**") and Kedrion Biopharma Inc., with its principal office at 400 Kelby Street, 11th Floor, Fort Lee, New Jersey 07024, United States of America ("**KBI**") as of January 1, 2025 (the "**Fifth Amendment Effective Date**"). Each of Kamada and KBI may be referred to individually as a "**Party**" and collectively as the "**Parties**". All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Supply and Distribution Agreement.

Whereas: Kamada and Kedrion S.pA., a company incorporated under the laws of Italy with its registered office at 55051 Castelvecchio Pascoli, Barga (LU) ("**Kedrion Italy**") entered into a Supply and Distribution Agreement dated July 18, 2011, with respect to the Territory of the United States of America (the "**Supply and Distribution Agreement**" or the "**Agreement**"), which was assigned by Kedrion Italy to KBI on March 8, 2017, and which assignment took effect retroactively as of July 23, 2016; and which was amended as of October 15th, 2016 (the "**First Amendment**") and as of October 11, 2018 (the "**Second Amendment**") and as of June 3, 2019 (the "**Third Amendment**") and as of June 30, 2022 (the "**Fourth Amendment**"). The Agreement, together with the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, shall collectively be referred to as the "**Supply and Distribution Agreement**".

Whereas: On December 4th, 2023, the Parties entered into a Binding Memorandum of Understanding (the "**MOU**"), which sets forth the understandings and commitments of the Parties that were meant to serve as the basis for this Fifth Amendment; and

Whereas: The Parties seek to amend and supplement the Supply and Distribution Agreement, based on the understandings and commitments of the Parties with respect to such matters, as set forth in the MOU.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. General

1.1 The Preamble is an integral part hereof.

1.2 Capitalized words not otherwise defined shall have the meanings ascribed to them in the Supply and Distribution Agreement.

1.3 This Fifth Amendment shall take effect as of the Fifth Amendment Effective Date.

1.4 For the sake of good order and clarity, where previous provisions are amended or supplemented hereunder, the original provisions shall be set forth below, followed by the amended provisions in full which will replace the original provisions in their entirety. Where possible, changes in drafting will be italicized and underlined, while deletions will not be visibly struck out, but rather just removed. Such italicized and underlined provisions are for the purpose of organization and transparency only and shall not have any effect on the meaning of the provisions as amended.

2. Amendment of the Supply and Distribution Agreement

The Parties agree as follows:

2.1 The definition of "**Additional Territories**" as set forth in Section 2.2 of the Supply and Distribution Agreement, as follows:

"2.2. "**Additional Territories**" - Any territories for which Kamada shall appoint Kedrion as exclusive distributor of the Product, in addition to the Territory.

shall be replaced in its entirety by the following:

"2.2 "**Additional Territories**" [*****] for which Kamada shall appoint *KBI* or one of its affiliates as exclusive distributor of the Product, in addition to the Territory."

2.2 The definition of "**Product**" as set forth in Section 2.35 of the Supply and Distribution Agreement, as follows:

"2.35 **"Product" -** means KamRAB as approved by the FDA for distribution in the Territory for use for the permitted indications pursuant to the Biologics License."

shall be replaced in its entirety by the following:

*"*2.35 "**Product**" - means KamRAB as approved by the FDA for distribution in the *United States* for use for the permitted indications pursuant to the Biologics License*, and launched by the Parties in the United States under the trademark KEDRAB."*

2.3 The definition of "**Regulatory Filings**" as set forth in Section 2.38 of the Supply and Distribution Agreement, as follows:

"2.38 **"Regulatory Filings**" - means any document or report required to be filed with respect to the FDA License Approval and the Biologics License under the Act and the associated regulations in Title 21 of the CFR, including, without limitation any supplement to the approval BLA and post-marketing report."

shall be replaced in its entirety by the following:

"2.38 "**Regulatory Filings**" - means any document or report required to be filed with respect to the FDA License Approval and the Biologics License under the Act and the associated regulations in Title 21 of the CFR, including, without limitation any supplement to the approval BLA and post-marketing report*; as well as any document or report required to be filed with respect to Market Approvals pursuant to Section 3.1 below."*

2.4 The definition of "**Market Share**" as set forth in Section 2.30 of the Supply and Distribution Agreement, as follows:

"2.30 **"Market Share" -** as defined in Section 5.14.1 below."

shall be deleted in its entirety and the provisions of 5.14.1 of the Supply and Distribution Agreement shall be amended as set for herein below in this Fifth Amended so that the term "Market Share" shall no longer be defined in the amended Section 5.14.1.

2.5 The definition of "**Territory**" as set forth in Section 2.41 of the Supply and Distribution Agreement, as follows:

"2.41 "**Territory**" means the United States of America."

shall be replaced in its entirety by the following:

"2.41 "**Territory**" means the United States of America, *and any country in the Additional Territories for which Market Approvals were obtained, subject to Section 3.1 below*."

2.6 Section 3.1 of the Supply and Distribution Agreement, as follows:

"3.1 Kedrion Right. Kamada owns certain Technology and facilities to manufacture the Product. Kamada agrees to use the Technology to manufacture the Product to be acquired by Kedrion subject to the terms and conditions set forth in this Agreement. Effective upon the approval of the BLA, and unless Kedrion has failed to comply with it minimum order obligations under Section 5.14 below after notice and the expiration of any applicable cure periods, Kedrion shall have, and Kamada shall be deemed to have granted to Kedrion, the exclusive right (exclusive even with regard to Kamada and its Affiliates) to distribute, market, offer for sale, sell, import and promote the Product in the Territory during the Term, under the Kamada label and brand name or a Kedrion label and brand name (in which event Kamada shall be indicated as the manufacturer of the Product) it being understood and agreed that the decision of label and brand name shall be made by Kedrion in its sole and absolute discretion.

The Parties will also negotiate in good faith the granting to Kedrion of distribution right in the Additional Territories."

shall be deleted and replaced by the following:

"3.1 KBI Right. Kamada owns certain Technology and facilities to manufacture the Product. Kamada agrees to use the Technology to manufacture the Product to be acquired by *KBI or one of its affiliates* subject to the terms and conditions set forth in this Agreement. Effective upon the approval of the BLA, and unless *KBI or one of its affiliates* has failed to comply with its minimum order obligations under Section 5.14 below after notice and the expiration of any applicable cure periods, *KBI or one of its affiliates* shall have, and Kamada shall be deemed to have granted to *KBI or one of its affiliates*, the exclusive right (exclusive even with regard to Kamada and its Affiliates) to distribute, market, offer for sale, sell, import and promote the Product in the Territory during the Term, under the Kamada label and brand name or *KBI or one of its affiliates* label and brand name (in which event Kamada shall be indicated as the manufacturer of the Product) it being understood and agreed that the decision of label and brand name shall be *discussed and agreed between Kamada and KBI in advance*. *The above shall apply, mutatis mutandis, to each country of the Additional Territories, to the extent that the applicable market approvals and required licenses have been obtained for the import, distribution, marketing and sale of the Product (the "**Market Approvals**") in each country of the Additional Territories. Kamada and KBI or one of its affiliates shall prepare and submit applications for Market Approvals in accordance with a Regulatory Submissions Plan to be negotiated in good faith by the Parties and set forth in a separate agreement, as well as the commercial terms related to import, distribution, marketing and sale of the Product in the Additional Territories (collectively, the "**Commercial Terms**"). Subject to reaching an agreement on the Commercial Terms, and upon the obtainment of applicable Market Approvals for any country included in the Additional Territories, such country shall be deemed to be a part of the Territory for the purpose of this Agreement, except with respect to BLA submissions and clinical trials pursuant to Section 3.2 and 3.4 below.*

The Parties will also negotiate in good faith the granting to *KBI* of distribution right in *each of the* Additional Territories."

2.7 Section 3.2.5 of the Supply and Distribution Agreement, as follows:

"3.2.5 Kamada shall use commercially reasonable efforts to enter into a Plasma Supply Agreement and a Quality/cGMP Agreement (collectively, the "**Plasma Supply Agreements**") with[*****]. Such Plasma Supply Agreements shall be substantially in the forms currently being negotiated by [*****] and Kamada. During the Term, Kamada shall not enter into any other plasma supply agreements, without offering [*****] the right to provide equivalent Plasma under the same terms and conditions, as proposed by the other Plasma supplier."

shall be deleted in its entirety.

2.8 Section 3.4.15 of the Supply and Distribution Agreement, as follows:

"3.4.15 without the prior written consent of Kamada, refrain from, directly or indirectly, whether as principal, partner, or as agent together with, or for any person, manufacture, use, test, promote, market, distribute or sell in the Territory, or the Additional Territories, if applicable, or otherwise deal in any product in the Territory, or the Additional Territories, if applicable, which is similar to and/or competes with the Product, during the term of this Agreement."

shall be replaced in its entirety by the following provisions:

"3.4.15 without the prior written consent of Kamada, refrain from, directly or indirectly, whether as principal, partner, or as agent, together with, or for any person, manufacture, use, test, promote, market, distribute or sell, or otherwise deal in any product, *or develop or carry out or participate in any development activities that may result in a product,* which is similar to and/or competes with the Product, during the *Term (including any Extended Term), provided however that nothing in this Supply and Distribution Agreement shall prohibit any of KBI and Kedrion Italy's affiliated entities from distributing HRIG products approved prior to January 1st, 2024 in the Territory, in order to comply with any applicable laws or contractual obligations, which were made prior to January 1st, 2024."*

2.9 Section 4.2 of the Supply and Distribution Agreement, as follows:

"4.2 Ownership. Kamada shall be the exclusive owner of the BLA and, if the BLA is approved by the FDA, Kamada shall be the exclusive owner of the Biologics License. Kamada shall also exclusively own the Product IND, all Regulatory Filings pertaining to the Product and all data pertaining to Kamada's Technology and the Kamada Marks. Kedrion shall be the exclusive owner of all data, studies, reports etc. associated with the Clinical Trials conducted by Kedrion or by any third party on its behalf under this Agreement in relation to the Product (hereinafter the "**Clinical Results**"), provided, however, that in the event that Kedrion fails to fully comply with (a) its obligations to finance the Clinical Trials or its share in the financing of the phase IV Clinical Trial or post marketing studies under Section 3.4.1, after thirty (30) days' prior written notice and opportunity to cure or (b) or timely cure an Order Shortfall under Section 5.14 below, then Kamada shall, in addition to all remedies available at law or in equity, automatically become the exclusive owner of the Clinical Result and all rights related thereto, provided, however, that Kamada is not in material default in the performance of t obligations hereunder or under the Plasma Supply Agreements, it being understood and agreed that once Kamada cures such material default, the Clinical Results shall be deemed transferred to Kamada. Kedrion shall grant Kamada a perpetual license, at no cost to Kamada, terminable only upon material default by Kamada in the performance of its obligations under this Agreement or the Plasma Supply Agreements beyond any applicable notice and cure period, to use the Clinical Result for the purpose of the BLA and Regulatory Filings and other regulatory submissions worldwide for the Product, promotional materials, scientific publications, and in connection with any joint analysis and any further clinical and/or research and development activity to be conducted by Kamada. Kedrion shall also license out to Kamada, at no cost to Kamada, the Clinical Results for purposes of updating existing Product registrations which Kamada holds worldwide and for new registrations which Kamada may apply for, simultaneously with or following the BLA approval of the Product in new territories. Unless Kamada becomes the owner of the Clinical Results as described above, Kamada may not use the Clinical Results for any other purpose unless granted in writing by Kedrion."

Shall be replaced in its entirety by the following provisions:

"4.2 Ownership. Kamada *is* the exclusive owner of the BLA and of the Biologics License. *Kamada shall also be the exclusive owner of all Market Approvals (to the extent possible and if any Market Approval is not registered in Kamada's name, then Kamada shall have the contractual right to have the Market Approval transferred to Kamada or any designee of Kamada upon termination or expiration of this Agreement).* Kamada shall also exclusively own the Product IND, all Regulatory Filings pertaining to the Product and all data pertaining to Kamada's Technology and the Kamada Marks. *KBI* shall be the exclusive owner of all data, studies, reports etc. associated with the Clinical Trials conducted by *KBI* or by any third party on its behalf under this Agreement in relation to the Product (hereinafter the "**Clinical Results**"), provided, however, that *with respect to the U.S. market*, in the event that *KBI* fails to fully comply with (a) its obligations to finance the Clinical Trials or its share in the financing of the phase IV Clinical Trial or post marketing studies under Section 3.4.1, after thirty (30) days' prior written notice and opportunity to cure or (b) timely cure an Order Shortfall under Section 5.14 below, then Kamada shall, in addition to all remedies available at law or in equity, automatically become the exclusive owner of the Clinical Result and all rights related thereto, provided, however, that Kamada is not in material default in the performance of its obligations hereunder, it being understood and agreed that once Kamada cures such material default, the Clinical Results shall be deemed transferred to Kamada. *KBI* shall grant Kamada a perpetual license, at no cost to Kamada, terminable only upon material default by Kamada in the performance of the obligations under this Agreement beyond any applicable notice and cure period, to use the Clinical Result for the purpose of the BLA and Regulatory Filings and other regulatory submissions worldwide for the Product, promotional materials, scientific publications, and in connection with any joint analysis and any further clinical and/or research and development activity to be conducted by Kamada. *KBI* shall also license out to Kamada, at no cost to Kamada, the Clinical Results for purposes of updating existing Product registrations, which Kamada holds worldwide and for new registrations which Kamada may apply for, simultaneously with or following the BLA approval of the Product in new territories. Unless Kamada becomes the owner of the Clinical Results as described above, Kamada may not use the Clinical Results for any other purpose unless granted in writing by *KBI*."

2.10 Section 5.2 of the Supply and Distribution Agreement, as follows:

"5.2. Processing. Kamada, as the owner of the Technology for the Product and any improvements thereof, shall be responsible for Processing the Product, whether by itself or by third parties, subsidiaries or Affiliates, in accordance with the Manufacturing Specifications. Said Processing shall include, without limitation, all Product labeling and other package inserts and materials required by the FDA. Kamada shall ensure that all services, facilities and Raw Materials used in connection with such manufacture comply, in all material respects, with the applicable cGMPs in effect."

shall be replaced in its entirety by the following provisions:

"5.2. Processing. Kamada, as the owner of the Technology for the Product and any improvements thereof, shall be responsible for Processing the Product, whether by itself or by third parties, subsidiaries or Affiliates, in accordance with the Manufacturing Specifications. Said Processing shall include, without limitation, all Product labeling and other package inserts and materials required by the FDA ***and any Market Approvals***. Kamada shall ensure that all services, facilities and Raw Materials used in connection with such manufacture comply, in all material respects, with the applicable cGMPs in effect."

2.11 Section 5.3 of the Supply and Distribution Agreement, as follows:

"5.3. Change in Processing. Kamada shall update Kedrion reasonably in advance on any major planned changes to the Product's manufacturing process. A change is defined as any variation that: (a) may materially affect the quality, purity, identity or strength of the Raw Materials or the Product, (b) would necessarily result in changing, altering or modifying the Product Specifications, Handling Specifications, Testing Methods (defined below), sampling procedures, validation procedures, or (c) may materially and adversely affect the quantity, availability or timing of delivery of Product. In the event that such a change is required under applicable law, regulation or by any competent regulatory authority, Kamada shall solely bear any and all costs and expenses associated with implementing said change, including, but not limited to, manufacturing and regulatory costs. Kedrion shall bear any costs of performing the studies necessary to meet any and all requirements from the FDA (including, without limitation, the requirements of 21 CFR §§ 600.14 and 601.12) needed to approve such change, including the costs of any FDA required clinical trials necessary to implement said change. The costs of the Product required for such clinical trials shall be shared equally between the Parties. Within [*****] days from receiving Kamada's first notice of any such planned change, Kedrion may place a purchase order for up to the aggregate annual quantity of the Product set forth in the then applicable [*****] purchase forecast, and Kamada shall make its commercially reasonable efforts to supply such quantity according to a timetable that shall be agreed by the Parties and if they are unable to agree, the matter shall be resolved in accordance with the provisions of Section 19 hereof."

shall be replaced in its entirety by the following provisions:

"5.3. Change in Processing. Kamada shall update ***KBI*** reasonably in advance on any major planned changes to the Product's manufacturing process. A change is defined as any variation that: (a) may materially affect the quality, purity, identity or strength of the Raw Materials or the Product, (b) would necessarily result in changing, altering or modifying the Product Specifications, Handling Specifications, Testing Methods (defined below), sampling procedures, validation procedures, or (c) may materially and adversely affect the quantity, availability or timing of delivery of Product. In the event that such a change is required under applicable law, regulation or by any competent regulatory authority, Kamada shall solely bear any and all costs and expenses associated with implementing said change, including, but not limited to, manufacturing and regulatory costs. ***KBI*** shall bear any costs of performing the studies necessary to meet any and all requirements from the FDA (including, without limitation, the requirements of 21 CFR §§ 600.14 and 601.12) ***or Market Approvals*** needed to approve such change, including the costs of any FDA required clinical trials necessary to implement said change. The costs of the Product required for such clinical trials shall be shared equally between the Parties. Within [*****] days from receiving Kamada's first notice of any such planned change, ***KBI*** may place a purchase order for up to the aggregate annual quantity of the Product set forth in the then [*****] purchase forecast, and Kamada shall make its commercially reasonable efforts to supply such quantity according to a timetable that shall be agreed by the Parties and if they are unable to agree, the matter shall be resolved in accordance with the provisions of Section 19 hereof."

2.12 Section 5.4 of the Supply and Distribution Agreement, as follows:

"5.4. Forecasts. During the Term of this Agreement, [*****] Kedrion shall provide Kamada with a non-binding good faith forecast for the following Calendar Year, broken down into calendar quarters, for the quantity of the Product that Kedrion proposes to acquire from Kamada. During the Term of this Agreement, Kamada shall, [*****] of each Calendar Year, provide Kedrion with a non-binding good faith forecast for the following Calendar Year, broken down into calendar quarters, for the quantity of the Product that Kamada anticipates being able to produce for Kedrion. For the Calendar Year during which the BLA is approved, Kedrion and Kamada shall determine, within [*****] of such approval, a good faith estimation of the Product to be supplied to Kedrion during such partial Calendar Year, and if the BLA is procured [*****] provide the respective forecasts provided for above."

shall be replaced in its entirety by the following:

"5.4. Forecasts. During the Term of this Agreement, [*****], *KBI shall provide Kamada with a* [*****] *market and supply non-binding forecast, broken down into calendar quarters, for the quantity of the Product that KBI proposes to acquire from Kamada broken down to 2ml and 10ml vial presentations. Without derogating from KBI's Minimum Purchase Commitment, throughout the Term and Extended Term thereafter, KBI will provide rolling* [*****] *forecasts, broken down to 2ml and 10ml vial presentations, to be updated and submitted to Kamada on a* [*****] *basis and no later than* [*****], *to be confirmed by Kamada in order to coordinate the Product shipments. KBI undertakes to maintain sufficient stock levels of the Product at all times to meet its sales forecast and market demand. The first* [*****] *forecast shall be binding."*

2.13 Section 5.6 of the Supply and Distribution Agreement, as follows:

"5.6. Delivery. Kamada shall deliver, or cause to be delivered, the quantity of the Product specified in an approved purchase order to a specific constant location designated by Kedrion within the Territory, as shall be mutually agreed in advance by the Parties from time to time (the "**Kedrion's Facility**") and if they are unable to agree the matter will be resolved pursuant to Article 19. [*****] shall prepay shipping and insurance (the "**Shipping Costs**") for all deliveries of the Product to Kedrion's Facility. Kedrion shall assist Kamada, as reasonably requested by Kamada, in order to minimize the number of shipments and as a consequence, the applicable Shipping Costs."

shall be replaced in its entirety by the following provisions:

"5.6 Delivery. [*****] *shall deliver, or cause to be delivered, the quantity of the Product specified in an approved purchase order* [*****] *(Incoterms 2020).* [*****] *shall bear all shipping and insurance costs for all deliveries of the Product to KBI's Facility, and* [*****] *for the shipping and insurance costs ("**Shipping Costs**") up to* [*****] *USD on a yearly basis commencing on* [*****], *in the form of a wire transfer to be made within* [*****] *of the applicable invoice. Invoice for the Shipping Costs of each quarter will be issued by Kamada on the basis of documented costs on the* [*****]. *KBI shall assist Kamada, as reasonably requested by Kamada, in order to minimize the number of shipments and as a consequence, the applicable Shipping Costs. If and when the Shipping Costs exceed* [*****] *the Parties shall conduct good-faith discussions to determine a new reimbursable Shipping Costs amount.*

2.14 Section 5.7 of the Supply and Distribution Agreement, as follows:

"5.7. Title. Title and risk of loss to each shipment of the Product to be delivered to Kedrion shall remain in Kamada until delivery of the Product to Kedrion's Facility as provided in Section 5.6. Thereafter, title and risk of loss to the Products in such shipment shall transfer to Kedrion, subject to the full and timely payment by Kedrion for the relevant shipment and except as otherwise hereinafter expressly set forth."

shall be replaced in its entirety by the following provisions:

"5.7. Title. Title to each shipment of the Product *shall transfer to KBI subject to the full and timely payment by KBI for the relevant shipment.*

2.15 Section 5.14.1 of the Supply and Distribution Agreement, as follows:

"5.14.1. During the [*****] Fiscal Year period (the "**Minimum Order Period**") beginning [*****] business days from the date that Kamada notifies Kedrion that Kamada has printed FDA approved packaging on a batch approved by CBER and is able to ship the Product, Kedrion shall be obligated to order from Kamada for each Fiscal Year during the Minimum Order Period, an amount of the Product which represent at least [*****] (the "**Market Share**") of the US anti-rabies immunoglobulin market (the "**Market**") for such Fiscal Year (the "**Minimum Amount**"). Should Kedrion exercise its option to extend the original Term, as provided further to the provisions of Section 13.1, then the Market Share for the first Fiscal Year of the Extended Term, shall be changed to [*****] and for the second Fiscal Year of the Extended Term, shall be changed to [*****] and the Minimum Amount for each such Fiscal Year shall be calculated using the foregoing Market Share. It is understood and agreed that during, or prior to, each Fiscal Year, Kamada shall place purchase orders for Plasma with [*****] in such amounts as may be required to produce Product units representing not less than the applicable Market Share for such [*****]. The Market Share shall be determined by reference to the publications of the Market Research Bureau ("**MRB**") or such other independent third party acceptable to both Parties. If the MRB no longer publishes data regarding the Market, the Parties shall select another independent party for such purpose and if they are unable to agree in writing, as to the person or entity to replace MRS within [*****] following first raising the subject, the determination will be made in accordance with the provisions of Section 19 hereof."

shall be replaced in its entirety by the following provisions:

"5.14.1.(a) For the fiscal years 2024-2027 KBI shall be obligated to acquire from Kamada (unless supply interruptions render Kamada unable to supply) or pay ("take or pay") the equivalent amount in respect of the following annual Minimum Purchase Commitments:

(i) *Year 2024* = [*****]
(ii) *Year 2025* = [*****]
(iii) *Year 2026* = [*****]
(iv) *Year 2027* = [*****]

*5.14.1.(b) The distribution of the above quantities between the 2ml and 10ml vial presentations and the supply schedule throughout the year will be discussed and agreed between the Parties, as part of the on-going supply chain mechanism pursuant to Section 5.4 above [*as amended in Section 2.12 of this Fifth Amendment].*

5.14.1.(c) Kamada will have the right, in [*****] *the supply of up to* [*****] *(in other words,* [*****] *supply of up to an* [*****] *provided that any such* [*****] *quantity will not affect KBI's ability to meet its sales requirements. However, in no event will KBI's total Minimum Purchase Commitment* [*****]*, unless otherwise agreed by the Parties in writing.*

5.14.1.(d) In the event Kamada [*****] *under this clause, the payment terms of such* [*****] *will be amended in such a way that the payment due from* [*****]*. Example, for the avoidance of doubt: If Kamada is supposed to* [*****]*, but Kamada exercises its right to* [*****]*, the payment for such quantity will be* [*****]*.*

5.14.1.(e) Minimum Purchase Commitment per year for 2028 onwards shall be the [*****]*. The size of the U.S. market shall be determined by reference to publications of the Market Research Bureau or such other independent third party acceptable to both Parties. KBI shall be obligated to acquire from Kamada (unless supply interruptions render Kamada unable to supply) or pay ("take or pay") the equivalent amount in respect of the annual Minimum Purchase Commitments each year.*

For the avoidance of doubt – KBI's noncompliance with its Minimum Purchase Commitment (during the entire Term, including the Extended Term, if applicable) shall be a material breach of the terms of the Supply and Distribution Agreement.

2.16 Section 5.14.2 of the Supply and Distribution, as follows:

"5.14.2 Should Kedrion, during any given Fiscal Year occurring during the Minimum Order Period and, if applicable, during the Extended Term, fail to order an amount of Product which is equal to or exceeds the Minimum Amount for such Fiscal Year (an "**Order Shortfall**"), then Kedrion shall be allowed to cure such Order Shortfall by either:

(a) ordering from Kamada, in the following Fiscal Year, an amount of the Product equal to the Order Shortfall (it being understood and agreed that such order shall not change the obligation of Kedrion to order the Minimum Amount for such following Fiscal Year), subject to Kamada's commercially reasonable efforts to manufacture units of the Product in excess of the Minimum Amount for such following Fiscal Year (it being understood and agreed that the manufacture of Product units to meet the Order Shortfall shall take reasonable priority over the manufacture of the Product units for customers outside of the Territory), or (b) paying to Kamada within sixty (60) days after the expiration of the Fiscal Year in which the Order Shortfall occurred (a "**Shortfall Year**"), an amount equal to the amount obtained by multiplying the difference between the number of Product units actually ordered by Kedrion for such Shortfall Year and the number of Product units representing the Minimum Amount for such Shortfall Year by fifty percent (50%) of the Purchase Price of the Product at the end of the Shortfall Year. If Kedrion fails to cure an Order Shortfall in accordance with the above provisions within one Fiscal Year of the expiration of the Shortfall Year during which such Order Shortfall occurs, then Kedrion shall (x) lose the exclusivity rights granted to it under Section 3.1 above and (y) immediately transfer, and be deemed to have transferred the Clinical Results and all rights related thereto to Kamada provided, however, that Kamada is not in material breach of its obligations hereunder and has failed to cure such breach within sixty (60) days following receipt of a written notice from Kamada. Without derogating from the foregoing, if Kedrion fails to meet the Minimum Amount in any Fiscal Year and does not make up for the Order Shortfall during the subsequent Fiscal Year as provided above, such failure shall be deemed a material breach of this Agreement by Kedrion and will allow Kamada to terminate this Agreement pursuant to Section 13.2. The Minimum Amount shall be adjusted on a pro-rata basis to compensate for any suspension of the Biologics License. Notwithstanding the minimum order provisions of this Section 5.14, Kamada shall use commercially reasonable efforts to meet Kedrion requirements for the Product in excess of the Minimum Amount. If the Order Shortfall occurs during the last Fiscal Year of the Term, the sole remedy of Kamada shall be as set forth in clauses (b), (x) and (y) of this Section 5.14.2. The provisions of this Section 5.14.2 shall survive the expiration or earlier termination of this Agreement."

shall be deleted in its entirety.

2.17 Section 6.5 of the Supply and Distribution Agreement, as follows:

"6.5 Financial Information. Kedrion shall provide Kamada sales reports regarding sale of the Product in the Territory on a quarterly basis. Should Kamada be reasonably required to provide its insurer with additional reasonable financial details regarding Kedrion, in connection with Kamada's foreign trade risks insurance, Kedrion agrees to provide such information to Kamada, or, at Kedrion's discretion, directly to the insurer (subject to such insurer being bound by customary confidentiality and nondisclosure agreement)."

shall be replaced in its entirety by the following provisions:

"6.5 Financial Information. *KBI* shall provide Kamada sales reports regarding sale of the Product in the Territory on a quarterly basis. *Quarterly reports shall include* [*****]. *Reports should be available to Kamada no later* [*****] *after the start of each Calendar Quarter*. Should Kamada be reasonably required to provide its insurer with additional reasonable financial details regarding *KBI*, in connection with Kamada's foreign trade risks insurance, *KBI* agrees to provide such information to Kamada, or, at *KBI*'s discretion, directly to the insurer (subject to such insurer being bound by customary confidentiality and nondisclosure agreement)."

2.18 Section 3.4.7 of the Supply and Distribution Agreement shall be replaced in its entirety by the following provisions:

3.4.7. make written periodic reports, at least quarterly, commencing in the quarter in which the BLA is approved by the FDA, specifying: (i) the promotional activities carried out by KBI in the reported quarter; (ii) end users' sales in the reported quarter (iii) number of KedRab accounts in the reported quarter; and (iv) any complaints and requests of customers of which KBI is aware that KBI believes have had, or in the future may have, a material and adverse effect on the marketing, sale or distribution of the Product in the Territory and Additional Territories, if applicable. KBI shall promptly report to Kamada any significant developments that could be reasonably foreseen to have an immediate material adverse impact on the marketing and sales activities of KBI with respect to the Product;

2.19 The following provisions shall be added to the end of Section 6 of the Supply and Distribution Agreement as a new Section 6.7:

"Notwithstanding the above or anything to the contrary in this Agreement, including anything to the contrary in the Third Amendment, which is hereby canceled and replaced, KBI shall have the right to cause to be issued from an American financial institution an autonomous and irrevocable L/C in favor of Kamada, guaranteeing the payment of each applicable invoice in accordance with the following terms: (a) the L/C will be in a form acceptable by the Parties, (b) the L/C will be provided to Kamada no later than [*****] *from the invoice date issued by Kamada, (c) the L/C will be in a sufficient amount to cover each outstanding invoice amount, and (d) the L/C shall be valid for a period of not less than* [*****] *from the date of Kamada's corresponding invoice.*

*Notwithstanding anything to the contrary, the following payment terms will be applicable for any invoice issued by Kamada to KBI in each of the calendar months of February, May, August, and November (the "**Mid-Quarter Months**") of each year:*

(i) Invoices dated between the 1st day and the 15th day of any of the Mid Quarter Months, issued by Kamada to KBI, may be settled by KBI by either: (a) causing to issue an L/C pursuant to the terms above; or (b) affect a payment in the form of a wire transfer to be made [*****] *of the applicable invoice date (the "**Prompt Payment**");*

(ii) Invoices dated between the 16th day and the end of each of the Mid Quarter Months, issued by Kamada to KBI, will be settled by KBI in the form of a Prompt Payment; and

(iii) Prompt Payments will entitle KBI for a [*****] *prompt pay discount of the paid invoice amount.*

Examples for the avoidance of doubt:

Assuming Kamada issues a $1,500,000 invoice on February 13th, then KBI may settle such invoice by either issuing a L/C (pursuant to the terms above) in the amount of $1,500,000 to be delivered to Kamada no later than March 13th, or otherwise wire, to Kamada's bank account, [*****] *($1,500,000 net of* [*****] *prompt pay discount) no later than March 13th.*

Assuming Kamada issues a [*****] *invoice on* [*****]*, Then KBI will settle such invoice by a wire, to Kamada's bank account, of $*[*****] *(*[*****] *net of* [*****] *prompt pay discount) no later than September 20th."*

2.20 Section 12.2 of the Supply and Distribution Agreement, as follows:

"12.2. Regulatory Audits. Kamada shall be responsible for all routine stability testing and sample retention as required by the FDA. Kamada shall inform Kedrion of an FDA audit pertinent to the Raw Materials, the Product, the Manufacturing Specifications, or the Handling Specifications. Kamada shall inform Kedrion in advance of planned F'A or other regulatory audits as soon as the schedule therefore is known. Kamada shall provide Kedrion with copies of any regulatory letters or documents issued by the FDA in connection with the audit or inspection within [*****] business days of Kamada's receipt of such letter or document."

shall be replaced in its entirety by the following provisions:

"12.2. Regulatory Audits. Kamada shall be responsible for all routine stability testing and sample retention as required by the FDA *or any other applicable regulatory body*. Kamada shall inform *KBI* of an FDA audit *or any other regulatory audit* pertinent to the Raw Materials, the Product, the Manufacturing Specifications, or the Handling Specifications. Kamada shall inform *KBI* in advance of planned FDA *or other regulatory* audits as soon as the schedule therefore is known. Kamada shall provide *KBI* with copies of any regulatory letters or documents issued by the FDA *or any other regulatory body* in connection with the audit or inspection within [*****] business days of Kamada's receipt of such letter or document."

2.21 Section 13.1 of the Supply and Distribution Agreement, as follows:

"13.1. Term. The term of this Agreement shall commence on the Effective Date and, unless this Agreement is sooner terminated in accordance with the provisions of this Section 13 or extended further to the provisions of this Section 13.1, shall expire six (6) years after the date of the notice set forth in Section 5.14.1 (the "**Term**"). Kedrion shall have the option of extending the Term for an additional period of two (2) Fiscal Years, (the "**Extended Term**"), upon written notice to Kamada, given at least [*****] months prior to the expiration of the original Term. If Kedrion notifies Kamada of its election to extend the Term pursuant to the provisions of this Section 13.1, the percentages of the Market Share to be used in calculating the Minimum Amount for each Fiscal Year of the Extended Term shall be as set forth in Section 5.14.1."

shall be replaced in its entirety by the following provisions:

"13.1 Term. The term of this Agreement shall commence on *July 18, 2011* (the "**Effective Date**") and, unless this Agreement is sooner terminated in accordance with the provisions of this Section 13 or extended further to the provisions of this Section 13.1, shall expire *on December 31st, 2031* (the "**Term**"). *KBI* shall have the option of extending the Term for an additional period of two (2) Fiscal Years *(i.e., December 31st, 2033)* (the "**Extended Term**"), upon written notice to Kamada, given at least *12 (twelve)* months prior to the expiration of the original Term (*i.e., December 31st, 2030)*."

2.22 The Purchase Prices as set for in paragraph 1A of Exhibit E of the Supply and Distribution Agreement (as replaced pursuant to the Second Amendment) shall be replaced in its entirety as follows:

"1. Purchase Price.

A. Commencing as of January 1st, 2024, and for the duration of the Term and the Extended Term (if applicable), the sale price of vials of KEDRAB from Kamada to KBI shall be as follows:

(i) For annual sales from Kamada to KBI of up to [*****] *ml:* [*****] *of the Net Price per ml (as such term is defined in Exhibit E of the Supply and Distribution Agreement (as amended as by the Second Amendment);*

(ii) For annual sales of the next [*****] *ml):* [*****] *of Net Price per ml;*

(ii) For annual sales of any quantities above [*****] *ml annual sales:* [*****] *of Net Price per ml.*

Example for the avoidance of doubt: For annual supply of [*****] *ml of KEDRAB by Kamada to KBI, the average transfer price will be equal to* [*****] *of Net Price per ml."*

2.23 Section 4.G of Exhibit E to the Supply and Distribution Agreement (as added pursuant to the Second Amendment) is hereby deleted in its entirety.

3. Supply Shifting

During each calendar year of the Term (and the Extended Term, if applicable), Kamada shall have the right to either [*****].

In the event Kamada exercises its rights [*****] under this clause, the payment terms [*****] will be amended in such a way that the payment due from KBI will be made [*****]. Example, for the avoidance of doubt: [*****].

4. Press Release

Except to the extent required by applicable law or by the rules or policies of any securities regulatory authority (including any stock exchange), no Party shall make or allow to be made any disclosure or public announcement concerning the existence of discussions about, or regarding the proposed terms of the transactions contemplated hereby without the prior written consent of the other Party as to the format and content of such disclosure. Notwithstanding, it is agreed that immediately after the Parties have signed this Fifth Amendment, Kamada may, in consultation with KBI, prepare and issue a press release relating to the execution of this Fifth Amendment and the material terms hereof.

5. Integration and Continuation

5.1 In the event of any inconsistency amongst the provisions of this Fifth Amendment, the Supply and Distribution Agreement and/or the MOU, these provisions of this Fifth Amendment shall supersede.

5.2 This Fifth Amendment shall become an integral part of the Supply and Distribution Agreement as amended, and all other provisions not amended herein shall remain in full force and effect.

5.3 This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Signature page to follow]

IN WITNESS WHEREOF the Parties hereto have signed this Fifth Amendment as of the Fifth Amendment Effective Date set forth hereinabove.

Kamada Ltd.

By: _____

Title: _____

Name: _____

By: _____

Title: _____

Name: _____

Kedrion Biopharma Inc.

By: _____

Title: _____

Name: _____

LEASE AGREEMENT

BY AND BETWEEN

TCP LAS PALMAS PARTNERS, LTD. ("LANDLORD")

AND

KAMADA PLASMA, LLC ("TENANT")

Dated: May 2, 2024

SUMMARY OF LEASE INFORMATION

Effective Date:	May 2, 2024
Possession Date:	Within five (5) business days of the Effective Date but in no event later than June 1, 2024.
Commencement Date:	The earlier of (a) opening for business in the Premises (which shall mean opening to the public and not for training of employees) or (b) 180 days following Tenant's receipt of building permits, which Tenant shall diligently pursue.
Rent Commencement Date:	Shall have same date as Commencement Date.
Expiration Date:	See Section 3.a.
Landlord: **Address of Landlord:**	TCP Las Palmas Partners, Ltd 500 North Akard, Suite 3240 Dallas, Texas 75201
Tenant: **Address of Tenant:**	Kamada Plasma, LLC, a Delaware limited liability company 221 River St, 9th Floor, Hoboken, NJ 07030 Attn: Legal Department With a copy by email to: jonathanw@kamadaplasma.com
Guarantor:	**KAMADA, LTD**, an Israeli corporation (see Exhibit I)
Premises:	a portion of the Project known as **Suite 250** consisting of approximately **11,100** rentable square feet, as further described in Exhibit A, attached hereto and incorporated herein (the "**Premises Rentable Area**")
Project:	803 Castroville Rd. San Antonio, Texas 78237
Project Rentable Area:	approximately 256,737 square feet
Initial Lease Term:	Ten (10) years from the Rent Commencement Date
Base Rent:	For Lease Years 1 through 5, the Base Rent shall be [*****] per month. For Lease Years 6 through 10, the Base Rent shall be [*****] per month.
Tenant's Proportionate Share:	**4.33% (11,100 SF / 256,737 SF)**
Initial Monthly CAM Charge:	**[*****]** per month (**[*****]** psf/year) (2023 estimate). The CAM Charges are due and payable starting on the FIRST (1st) day of Lease Year 1.
Initial Monthly Taxes and Insurance Charge:	**[*****]** per month (**[*****]** psf/year for Taxes and **[*****]** psf/year for Insurance) (2023 estimate)
Security Deposit:	**[*****]** shall be due at Lease Execution. The Security Deposit will be returned to Tenant after the 60th month of the Lease Year if Tenant has no instances of uncured monetary default as more fully described in Section 3(c).

The Taxes and Insurance Charges are due and payable starting on the FIRST (1st) day of Lease Year 1.

LEASE

THIS LEASE AGREEMENT (the "**Lease**"), made and entered into this _____ day of **May 2024** (the "**Effective Date**"), by and between **TCP LAS PALMAS PARTNERS, LTD.** ("**Landlord**"), and **KAMADA PLASMA, LLC** ("**Tenant**").

1. **Lease Summary**. The foregoing lease provisions set forth in the Lease Summary are an integral part of this Lease, and each reference in the body of the Lease to any provision shall be construed to incorporate all of the terms set forth in the Lease Summary above with respect to any such provision. Capitalized terms in the Lease shall have the meanings set forth in the Lease Summary.

2. **Premises**. In consideration of the obligation of Tenant to pay the rent and other charges as provided in this Lease and in consideration of the other terms and provisions of this Lease, Landlord hereby leases the Premises (as described in the Lease Summary and more fully depicted on the floor plan attached hereto as Exhibit A), located in that certain Project (as described in the Lease Summary and more fully depicted on Exhibit A-1 attached hereto), to Tenant during the Lease Term, subject to the terms and provisions of this Lease. Landlord shall not have any right under this Lease to relocate the Premises. Furthermore, subject to the restrictions set forth herein, all areas in the Project (except those areas leased to tenants or held for lease to tenants), including, parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, mechanical rooms, common areas (such as corridors and similar areas), other building common areas and all other areas situated on or in the Project which are designated by Landlord, from to time, are for non-exclusive use by, or for benefit of, all tenants (including Tenant) of the Property in common. Actual square footage for the Premises will be determined with all measurements computed in accordance with BOMA method of floor measurement. Tenant may elect to have the space measured prior to the Commencement Date.

3. **Term; Termination**.

a. Term. This Lease shall be effective upon the Effective Date written above. Landlord shall deliver possession of the Premises to Tenant on the Possession Date (as defined in the Lease Summary). In the event the Possession Date does not occur within ONE HUNDRED TWENTY (120) days following the Lease Condition Waiver, Tenant shall thereafter receive a rent abatement equal to one day of Monthly Base Rent for the number of days after such ONE HUNDRED TWENTIETH (120^{th}) day and through and including the Possession Date (not to exceed SIXTY (60) days of rent abatement), with such abatement commencing at the beginning of lease year TWO (2); and further, if the Possession Date has not occurred on or before ONE HUNDRED EIGHTY (180) days following the Lease Condition Waiver, then Tenant may elect to terminate this Lease by written notice to Landlord. The Term of the Lease shall commence upon the Commencement Date and shall expire on the last day of the ONE HUNDRED TWENTIETH (120^{th}) month following the Rent Commencement Date (as the same may be extended the "**Expiration Date**"), unless renewed as hereinafter provided (the "**Term**"). The period beginning on the Commencement Date and continuing until the last day of the month in the which the FIRST (1^{st}) anniversary of the Rent Commencement Date occurs, and each TWELVE (12) month period thereafter shall hereinafter be called a "**Lease Year**"; it being agreed and acknowledged that the first Lease Year may contain more than TWELVE (12) months. Upon determination of the Possession Date and Commencement Date, Landlord shall execute and forward a memorandum in the form attached hereto as Exhibit C to Tenant for Tenant's approval and execution.

b. Licenses. Tenant shall have up to ninety (90) days to receive its permits beginning on the Effective Date. In the event Tenant is unable to secure permits within the ninety (90) day period, Landlord shall have the right to step in and assist Tenant in securing said permits on Tenant's behalf for an additional sixty (60) days. If Tenant is unable to obtain all required or desired licenses, permits and approvals from the FDA and any other governmental authorities as required for its Permitted Use and ongoing business operations (the "**Licenses**") within two hundred and ten (210) days after submission, Tenant may terminate this Lease by providing Landlord with written notice, and, if Tenant so elects, then this Lease shall terminate as of the expiration of such date as may be set forth in the termination notice and the parties hereto shall be released from all liability hereunder, except for those liabilities and obligations that expressly survive the expiration or earlier termination of this Lease. In the event any such Licenses are revoked by reason of acts or omissions not within Tenant's control during the Term, then Tenant shall have the right to terminate this Lease by providing Landlord with written notice, and, if Tenant so elects, then this Lease shall terminate as of the expiration of such date as may be set forth in the termination notice and the parties hereto shall be released from all liability hereunder, except for those liabilities and obligations that expressly survive the expiration or earlier termination of this Lease.

c. Security Deposit. Landlord shall hold the Security Deposit, without liability for interest, as security for performance by Tenant of all of Tenant's obligations under this Lease. Landlord may apply the Security Deposit (or any part thereof) for: (i) any unpaid and past due Rent; (ii) any sum expended by Landlord on Tenant's behalf due to a default under this Lease; and (iii) any expenses/damages incurred by Landlord by reason of Tenant's default and/or breach. Should Landlord apply all or any portion of the Security Deposit, Tenant shall remit to Landlord an amount sufficient to restore the Security Deposit to its original balance within 30 days of demand therefor by Landlord. Provided Tenant shall not default under this Lease beyond applicable notice and cure periods, then Landlord shall return the Security Deposit (or any remaining balance thereof) to Tenant, within 30 days after the Expiration Date. In the event of a transfer of Landlord's interest in the Premises, Landlord shall transfer the Security Deposit to said transferee and upon such transferee's assumption of this Lease including the Security Deposit, Landlord shall be relieved from all further obligation and liability to Tenant for the Security Deposit. Notwithstanding anything to the contrary in this Section, provided that Tenant is not then in default in the performance of any term, covenant, condition or agreement provided for in this Lease beyond applicable notice and cure periods, on 5th anniversary of the Rent Commencement Date, Landlord agrees to return the Security Deposit to Tenant.

d. Renewal Options. Tenant shall have the right and option to renew this Lease for THREE (3) additional periods of FIVE (5) years each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Landlord in writing not more than TWENTY-FOUR (24) months and not less than 120 days before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of Tenant's intention to exercise its option to renew. In the event that Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof, except for the Base Rent. The Base Rent for any such renewal term shall be as follows:

Renewal Option 1, the Base Rent shall be [*****] per month.

Renewal Option 2, the Base Rent shall be [*****] per month.

Renewal Option 3, the Base Rent shall be [*****] per month.

4. **Rent**. Beginning on the Rent Commencement Date, Tenant shall pay Base Rent in the amount shown on the Base Rent schedule in the Lease Summary in advance on the first day of each calendar month during the Term, such monthly installment to be prorated for any partial calendar month in which the Rent Commencement Date or Expiration Date shall occur. All amounts (unless otherwise provided herein) other than the Base Rent owed by Tenant to Landlord hereunder shall be deemed additional rent. Prior to the Commencement Date, Landlord shall complete and deliver to Tenant a Form W-9.

(a) Late Charge. It is understood that the Base Rent and the Tenant's Proportionate Share of Operating Expenses are payable on or before the FIRST (1st) day of the month, without offset or deduction of any nature. In the event any Rent or other amount due by Tenant under this Lease is not received within FIVE (5) business days after its due date for any reason whatsoever, Tenant agrees to pay a late charge of [*****] of the past due amount to cover the Landlord's administrative costs in handling the late payment, and it is further agreed that these past due amounts shall bear interest from the date due until paid at the lesser of [*****] per annum or the maximum non-usurious rate of interest (the "**Maximum Rate**") permitted by the applicable laws of the State of Texas and the United States of America. Any such interest shall be payable as additional Rent hereunder, and shall be payable promptly by Tenant.

(b) After the SECOND (2nd) late payment in any calendar year, Tenant shall, at Landlord's request, make all payments through electronic funds transfer, also known as "ACH". Such transfers shall occur automatically on or before the FIRST (1st) day of each month directly from the Tenant's bank to the Landlord's bank account. Tenant shall complete such forms as are necessary to implement the ACH payments.

(c) The Landlord uses TCP Realty Services, LLC as its property management company. Until Tenant receives written notice otherwise from the Landlord, Tenant shall make all checks payable to Landlord (such checks to include Tenant's suite # and name of business in the Memo section of the check) and have the payments delivered to the Landlord's address above on or before the 1st day of each month.

5. **Condition of Premises**. Landlord is responsible for all code compliance at the Project (including but not limited to ADA) for a) the common areas, and b) ingress/egress to the Premises, and c) providing an area for employee parking on the Project for the Premises. The foregoing areas are more particularly shown on the depiction of the Project set forth on Exhibit B.

Except for the above, Tenant shall accept the Premises "AS IS" (including without limit storefront and utilities) and be responsible for the remodel of the interior of the Premises.

HVAC Replacement. Part of Tenant's Work, if deemed necessary by Tenant.

Storefront Replacement. AS IS

Utilities. Landlord shall deliver utilities stubbed to the Premises.

6. **Use of Premises**.

a. Permitted Use. Tenant may exclusively occupy and use the Premises during the Term for purposes of the operation of a blood plasma donation center and similar procedures, including all incidental, related, and necessary elements and functions of other recognized blood plasma collection disciplines which may be necessary or desirable, including the sale of blood plasma (the "**Permitted Use**"). Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord and Tenant shall have full-time access to the Premises, and may operate up to TWENTY-FOUR (24) hours per day, SEVEN (7) days per week, THREE HUNDRED SIXTY-FIVE (365) days per year. The foregoing is not and shall not be construed as an operating covenant or any obligation of Tenant to open for business or to continually operate at any time.

b. Prohibited Uses. No overnight lodging shall be permitted on the Premises. Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose (other than the Permitted Use) that increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other parts of the Project. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk. Tenant shall not conduct within the Premises any fire, auction, bankruptcy, "going out of business", "lost our lease", or similar sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second-hand" store, a "surplus" store or a store commonly referred to as a "discount house". Tenant shall not advertise that it sells its products or services at "discount", "cut-price", or "cut-rate" prices. Tenant shall not (a) permit any objectionable or unpleasant odors to emanate from the Premises; (b) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Premises; (c) except as otherwise set forth herein, place any antenna, awning or other projection on the exterior of the Premises; (d) take any other action that would constitute a legal nuisance or would materially disturb or endanger other tenants of the Project or unreasonably interfere with their use of their respective premises; (e) operate any nightclub, bar or other business serving alcoholic beverages, adult bookstore, massage parlor, head shop, or store selling marijuana or drug paraphernalia, any adult entertainment or sexually oriented business; (f) violate any governmental law, ordinance, rule or regulation, or (g) operate any business that would violate the exclusives set forth on Exhibit H.

Tenant shall take good care of the Premises and keep the same free from material physical waste at all times. Tenant shall keep the Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the Premises, and provide for the regular pick-up of such trash and garbage at Tenant's expense. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Project. Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Premises lighted from dusk until 11:00 p.m. every day, including Sundays and holidays. Tenant shall procure at its sole expense all permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances, and governmental regulations.

c. Exclusive Use. Landlord shall not sell, rent or permit any portion of the Project to be occupied or used by any other person or business that performs blood plasma collection services (the "**Exclusive Use**"). Landlord shall not display or permit to be displayed upon the Project any advertisement for any such competing business other than Tenant's advertisement(s) for Tenant's business(es). Landlord further covenants that in any lease, deed or other agreement hereafter executed by Landlord affecting the Project, Landlord will insert a restrictive clause preventing such property from being used for the Exclusive Use by anyone other than Tenant or its affiliates or assigns. In the event of Landlord's breach of this provision, Tenant's remedies shall be to obtain injunctive relief, to sue Landlord for lost profits, and to abate Tenant's obligation for Rent for a period beginning on the date the competing business begins to operate in the referenced area and ending on the date the competing business ceases to operate within the referenced area. If the competing business continues to operate in the referenced area for more than SIX (6) months, then in such event Tenant may elect to terminate this Lease by written notice to Landlord, with such termination to have an effective date as set forth in such notice of termination and Landlord shall reimburse Tenant for Tenant's unamortized costs expended by Tenant to improve the Leased Premises. This paragraph shall be effective during the Term and any renewal or extension thereof. Notwithstanding the foregoing, the restrictions above do NOT apply to current tenants in the Project.

d. Nuisance. Should Landlord lease space within the Project to any tenant that materially impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises that can be heard within the Premises and disturb Tenant's employees and customers, strong food or chemical odors that emanate from such tenant's premises and disturb Tenant's employees and customers , or other material nuisance making it unreasonable for Tenant to continue its normal business operations in the Premises, Tenant shall promptly notify Landlord of such nuisance and disruption. In the event the nuisance and disruption continues for in excess of TEN (10) days after Tenant delivers such notice and Tenant actually ceases using the Premises for the Permitted Use as a direct result of such nuisance and disruption, Tenant shall receive a rent abatement equal to one day of Base Rent and Operating Expenses for each day such disruption continues following the date Tenant ceased use of the Premises due to such nuisance and disruption up to a maximum of THIRTY (30) days.

If such nuisance and disruption continues for more than SIXTY (60) days after Tenant ceases use of the Premises due to such nuisance and disruption, such nuisance and disruption shall constitute Landlord Default, subject to Section 16.2, and Tenant, as its sole and exclusive remedy to the nuisance and disruption, shall have the right to terminate this Lease by providing written notice specifying the effective date of Tenant's termination.

The foregoing is not intended to be a general prohibition on Landlord leasing space in the Project to restaurants, health or fitness clubs or bingo halls. It is intended to allow the Tenant to terminate the Lease in the event that a nuisance makes it unreasonable for the Tenant to continue to operate in the Premises.

e. Permitted Use not Allowed. In the event at any time after the Commencement Date of this Lease the use of the Premises as a blood plasma collection facility becomes illegal by reason of acts not within Tenant's control, notwithstanding any other permitted uses, Tenant may terminate this Lease with ninety (90) days prior written notice and thereafter neither party shall have any obligations hereunder after the date of termination, except for those liabilities and obligations that expressly survive the expiration or earlier termination of this Lease.

f. Delay in Termination. Landlord hereby acknowledges that in order to provide a continuum of care to Tenant's donors, Tenant may delay the effective date of Tenant's termination of this Lease under any provision of the Lease giving Tenant the right to terminate until such time as Tenant has established an alternative location for the Permitted Use and any such delay shall not operate as a waiver of Tenant's termination rights up to a maximum of ONE HUNDRED EIGHTY (180) days and Tenant must pay full base rent and all other charges due under the Lease during such period.

7. Assignment/Subletting.

a. Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest thereunder. At any time within FIFTEEN (15) days after service of said notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such FIFTEEN (15) day period shall be deemed to be a consent. **Tenant shall not be released from liability for the Tenant's Lease obligations upon any assignment or subletting, unless Landlord expressly agrees to such release in writing at the time of such assignment or subletting.**

b. Landlord shall not have the right to recapture any sublease or assignment space. Any denial of such sublease or assignment by Landlord as hereinabove provided must be predicated upon a commercially reasonable basis for such denial. Tenant and Landlord shall equally share in any net profits paid in connection with a sublease or assignment in excess of Tenant's Rent obligations hereunder.

c. Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (c) any successor corporation or other entity resulting from a merger, consolidation or reorganization (other than in bankruptcy context) of Tenant; or (d) any licensees or franchisees. Tenant shall give Landlord written notice of such assignment or sublease to a permitted transferee within thirty (30) days of its completion.

d. No such assignment or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease shall be or operate as a release of Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing. Any such assignee or sublessee shall (1) be permitted to use the Premises for any lawful use in compliance with applicable Laws, to the extent such use does not conflict with any prohibited uses or other tenant exclusives then in effect at the Project, and (2) be permitted to exercise Tenant's renewal options under this Lease.

8. Operating Expenses and Utilities.

a. Beginning at the start of Lease Year 1, Tenant shall pay "**Tenant's Proportionate Share**" (as defined herein) of all Taxes (as defined below), common area maintenance charges for the Project ("**CAM Charges**") and insurance premiums for the Project ("**Insurance**"), in advance, in equal monthly installments at the time of the payment of Base Rent, based on Landlord's estimate of the Taxes, CAM Charges and Insurance for the calendar year in question (which estimate may be revised by Landlord from time to time but not more than once during any calendar year). For reference purposes, Taxes, CAM Charges and Insurance are collectively referred to as the "**Operating Expenses**" for the Project and Premises. Promptly after the actual Operating Expenses for a calendar year are determined by Landlord (but no later than April 30), Landlord shall provide Tenant with a statement of such actual Operating Expenses for such calendar year and Tenant, within THIRTY (30) days, shall pay to Landlord any deficiency subject to the limitations set forth in this Lease, which obligation shall survive the expiration or termination of this Lease. If such statement shows an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installment of Operating Expenses or, if this Lease has expired or been terminated, be paid to Tenant within THIRTY (30) days following delivery of such statement.

b. "**Taxes**" shall mean real property taxes, public charges and assessments assessed or imposed upon the building, in which the Premises is located, provided, however, that any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining term of the Lease. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Taxes may include reasonable fees for tax consultants paid to contest the Taxes. Landlord shall take advantage of any savings in Taxes that may be achieved by early payment or payment in installments. Should Landlord choose not to contest any Taxes, Tenant shall have the right to contest the Taxes in Landlord's name and with Landlord's reasonable cooperation, at no expense to Landlord. Landlord, at Tenant's sole expense, shall join in any such contestation proceedings if any Law shall so require.

c. "**Tenant's Proportionate Share**" is the quotient obtained by dividing the Premises Rentable Area by the Project Rentable Area. Tenant's Proportionate Share as of the Commencement Date will be **4.33% (11,100 SF / 256,737 SF)**. Tenant's Proportionate Share shall be adjusted in the event the Project Rentable Area increases at any time. Landlord represents that the Project Rentable Area has been determined without reference to whether such area is actually leased, leasable, occupiable or occupied.

d. Tenant's Proportionate Share of initial Operating Expenses is estimated at [*****] per square foot per annum for 2024. Thereafter, the "**Controllable Operating Expenses**" portion of Tenant's Operating Expenses shall not increase by more than FIVE PERCENT (5%) per year on a non-cumulative and non-compounding basis (provided further that in no event shall the Controllable Operating Expenses increase more than FIVE PERCENT (5%) in any ONE (1) year over the prior year). "**Controllable Operating Expenses**" shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Landlord to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, security and utilities for the Project.

e. Tenant shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises, including but not be limited to, gas, fuel oil, electrical, telephone and other utility charges. The Premises shall be separately metered for all utilities, including gas, water and electricity.

f. Landlord shall make available at the Landlord's headquarters in Dallas, Texas, and online, true and accurate records of items that constitute Operating Expenses. Such records shall be open for inspection from time to time by Tenant or its duly authorized representative for a period of THREE (3) years after the close of each calendar year. If any audit of Landlord's submitted reports shall disclose an overcharge, Landlord shall promptly pay to Tenant, within THIRTY (30) days, the amount of such overcharge, and if such audit discloses increase of Operating Expenses greater than THREE PERCENT (3%) Landlord shall reimburse Tenant its actual reasonable third party costs incurred in connection with such audit.

g. All sums (other than the Base Rent) which may be due and payable under this Lease to the Landlord shall be deemed to be additional rent hereunder and in the event that Base Rent shall be prorated or shall abate pursuant to the terms of this Lease then such additional rent shall be prorated or abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease. Base Rent and Tenant's Proportionate Share of Operating Expenses are collectively referred to herein as "Rent."

h. Anything in this Lease to the contrary notwithstanding, the following items shall be excluded from the calculation of Operating Expenses:

i. any expenses which under generally accepted accounting principles, consistently applied, and sound management practices would not be considered a normal operating expense for a Project;

ii. all costs associated with the operation of the business of the entity which constitutes "Landlord" (as distinguished from the costs of personnel employed to perform common area maintenance of the Project) including, but not limited to, Landlord's or Landlord's unallocated managing agent's general corporate overhead and general administrative expenses;

iii. costs incurred by Landlord in connection with the correction of defects in design and construction of the Project, regardless of the Project's age;

iv. all costs of a capital nature, including, but not limited to, capital improvements, capital repairs, capital equipment, and capital tools, all as determined in accordance with generally accepted accounting principles, consistently applied, and sound management practices;

v. expenses, in connection with services or other benefits, which are provided to another tenant or occupant and do not benefit Tenant;

vi. overhead or profits paid to subsidiaries or affiliates of Landlord, or to any party as a result of a noncompetitive selection process, for management or other services to the Project, or for supplies or other materials, to the extent that the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with the Landlord on a competitive basis and are consistent with those incurred by similar projects in the same metropolitan area in which the Project is located with exception management fee of five percent 5% of gross revenues is acceptable;

vii. proportionate share of wages, salaries and other compensation paid to any executive employee of Landlord and/or Landlord's managing agent not related to property management of the Project;

viii. any cost or expense related to removal, cleaning, abatement or remediation of hazardous substances, hazardous materials and hazardous wastes in, under or about the Project or the land upon which the Project is located, including without limitation, such substances or materials in the ground water and/or soil;

ix. advertising and promotional costs including tenant relation programs and events;

x. any "sinking funds," capital reserve funds or reserves and any accounts, assessments, reserves or funds for future repairs or replacement of the Project or other improvements to the land;

xi. Landlord's gross receipts taxes, personal and corporate income taxes, inheritance and estate taxes, other business taxes and assessments, franchise, gift and transfer taxes, and any real estate taxes relating to a period other than the term of this Lease;

xii. any fines, costs, penalties or interest resulting from the negligence, misconduct or omission of the Landlord or its agents, contractors, or employees;

xiii. any rental payments and related costs pursuant to any ground lease of land underlying all or any portion of the Project;

xiv. any costs, fees, dues, contributions or similar expenses for political, charitable, industry association or similar organizations;

xv. any rental paid for the Landlord's management and/or leasing office;

xvi. costs incurred in connection with the repair of damage to the Project in connection with any type of casualty, event of damage or destruction or condemnation;

xvii. costs incurred in connection with upgrading the Project to comply with disability insurance requirements, or life safety codes, ordinances, statutes, or other laws, including without limitation the Americans with Disabilities Act, including penalties or damages incurred as a result of non-compliance; and

xviii. management fees exceeding FIVE PERCENT (5%) of the gross revenues.

9. **Alterations**. Tenant shall not make any alterations, or additions or leasehold improvements to the Premises following the Commencement Date ("**Alterations**") without Landlord's prior written consent in each and every instance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall have the right to make non-structural Alterations to the Premises which do not exceed in cost [*****] in the aggregate during each Lease Year, or Alterations that are of a cosmetic nature such as painting, wallpapering and carpeting, or involves redecorating the interior of the Premises; is not visible from outside the Premises; will not affect the systems or structure of the Premises, including work to be performed inside the walls or above the ceiling of the Premises, without Landlord's consent. In addition, in the event the FDA, MHRA, or any other regulatory or governmental agency requires any Alterations to the Premises for the continued operations of Tenant's business, then Tenant shall be permitted to make such Alterations to the Premises with prior notice to, but without consent of, Landlord. All Alterations which may be made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the leased Premises during the Term all furniture, removable trade fixtures, equipment and personal property and any freezers located in the Premises ("**Fixtures**") installed or located on or in the leased Premises provided that Tenant repair any and all damages done by the removal of the foregoing. All Alterations and tenant improvements shall be surrendered with the Premises at the termination of this Lease. **To the maximum extent permitted by applicable Laws, Landlord hereby waives any rights which Landlord may have, as to any of Tenant's furniture, fixtures, equipment, personal property, in the nature of a Landlord's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest**.

10. **Signage**. Tenant shall have the right to affix Tenant's standard signage, in accordance with the rules and regulations of the Project, including a sign on the exterior of the building above the Premises, entrance to the Premises signage, and a panel with Tenant's name and/or logo on each pylon sign at the Project (which pylon/monument signs are depicted on Exhibit B, as well as Tenant's standard entrance door signage). All such signs shall comply with all applicable zoning Laws and Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall permit Tenant's building signage to be angled and oriented such that the visibility of the corner unit is enhanced. Landlord, at Landlord's expense, shall timely provide space for Tenant's designated name(s) on any directory boards located in the Project. There shall be no additional charge to Tenant for any such signage rights.

11. **Environmental**.

a. Tenant shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, asbestos, mold, lead paint, PCBs, petroleum and petroleum products ("**Hazardous Substances**") to be used, generated, stored or disposed of in, on or under, or transported to or from the Premises unless such Hazardous Substances are reasonably necessary for Tenant's business conducted in the Premises; provided, however, Tenant shall at all times and in all material respects comply with all local, state, and federal laws, ordinances, rules, regulations and orders, whether now in existence or hereafter adopted relating to Hazardous Substances or otherwise pertaining to the environment (the "**Environmental Laws**") and further provided that Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees and/or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: Accel TB, Alcohol Gel Moisturizing Hand Sanitizer, Alcohol Prep Pad, Anticoagulant Sodium Citrate (Baxter), Anticoagulant Sodium Citrate (Haemonetics), Chloraprep, Chlorine Bleach, CRC Ultra-Lite Spray, Epipen, Fingernail Dye (RI-10), Glycerin, Green Z, HemataCHEK, Instant Ice Pack, IO-Gone, Isopropyl Alcohol 70%, Isopropyl Alcohol 90%, Opti-Cide-3, Povidone Iodine Swabsticks, Purell Hand Sanitizer, Propylene Glycol, Refractrol Low, Refractrol Normal, Sani-Cloth Plus Germicidal Disposable Cloth, Vacuette Z No Additive 3ml, and Vacuette Z Serum Sep Gel. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed, at Tenant's cost and expense, from the Premises and disposed of in strict accordance with the Environmental Laws.

b. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Tenant or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances, to, in, on, under, about or from the Premises; or (d) Tenant's failure after the Commencement Date to comply with any Environmental Law.

c. Landlord shall indemnify, defend (by counsel reasonably accepted to Tenant), protect, and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence prior to the Commencement Date in, on, under, or about the Premises or Project of any Hazardous Substances; (b) any discharge or release prior to the Commencement Date in or from the Premises or Project of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord to, in, on, under, about or from the Premises or Project; (d) Landlord's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees and/or independent contractors. Landlord agrees to remediate at Landlord's expense immediately upon receipt of notice from Tenant any condition described in (a) through (e) of the previous sentence.

d. Landlord represents and warrants to Tenant that (i) to the best of Landlord's knowledge, there are no Hazardous Substances on the Premises, including without limitation asbestos or mold, and (ii) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances on the Premises.

e. Landlord hereby covenants and agrees that if any Hazardous Substances are discovered at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Tenant's acts or omissions, Landlord shall, upon written notice from Tenant, promptly remediate such Hazardous Substances. If Landlord shall not commence such remediation within TEN (10) days following written notice from Tenant and Tenant determines in Tenant's sole discretion that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the cost of the remediation work and Landlord shall reimburse Tenant for such cost of such remediation work within TEN (10) days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within said TEN (10) day period, then Tenant may, at its option, offset such amount against Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within SIXTY (60) days and Tenant is unable to utilize the Premises in Tenant's reasonable discretion, Tenant may elect to terminate the Lease upon THIRTY (30) days written notice to Landlord.

f. Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant from, any state, county, municipal or other agency having authority to enforce any environmental law ("**Enforcement Agency**") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises or Project.

g. If any applicable Environmental Laws require that biohazards be removed and disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's sole liability, risk, cost and expense for the storage of the biohazards at the Premises in approved containers while awaiting removal and disposal, and for the subsequent removal and disposal of such biohazards in approved containers from the Project directly with a qualified and licensed disposal company at a lawful disposal site. Tenant shall comply with the any applicable Environmental Laws to handle the storage, removal and disposal of the biohazards in and on the Project. Landlord assumes no duty, obligation, or liability with respect to Tenant's biohazard materials.

12. **Damage to Premises by Fire or Casualty**. In the event the Premises shall be damaged by fire or other casualty during the Term of this Lease, whereby the same shall be rendered untenantable, then:

a. If the damage to the Premises is so substantial that either: (i) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within ONE HUNDRED EIGHTY (180) days from the date of such damage or (ii) so much of the Premises is destroyed or rendered untenantable by such fire or other casualty as to make use of the Premises as a blood plasma collection center operating at least FIFTY PERCENT (50%) of the collection stations operating prior to the fire or casualty impracticable (unless caused by the gross negligence or willful misconduct of Tenant), then Tenant may elect to terminate this Lease by giving written notice to Landlord within SIXTY (60) days of the date of such fire or casualty,

b. If the damage to the Premises is so substantial that (i) the estimated repair costs exceed [*****] and such damage has occurred within the last ONE HUNDRED EIGHTY (180) days of the then current term and Tenant does not exercise its next available renewal option, if any or (ii) the building in which the Premises are located is damaged to the extent of FIFTY PERCENT (50%) or more of the monetary value thereof, then Landlord may elect to terminate this Lease by giving written notice to Tenant within SIXTY (60) days of the date of such fire or casualty; or

c. If not so terminated, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially their former condition immediately prior to such damage or destruction, at Landlord's expense (unless caused by the gross negligence or willful misconduct of Tenant), in which latter event this Lease shall not terminate.

d. If the Premises are rendered untenantable by fire or other casualty, there shall be an abatement of Rent due Landlord by Tenant for the period of time during which the Premises are untenantable. If the restoration is not substantially completed within ONE HUNDRED EIGHTY (180) days of such damage, (unless caused by the gross negligence or willful misconduct of Tenant) Tenant shall have the option to terminate this Lease by written notice to Landlord. In the event of any termination of this Lease, Rent shall be paid only to the date of such fire or casualty.

e. Notwithstanding the foregoing provisions of this Section 12, in the event that insurance proceeds applicable to Alterations or Tenant Improvements constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such Alterations and/or Tenant Improvements; provided, however, (unless caused by the gross negligence or willful misconduct of Tenant) that the Rent abatement provided for shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration. In the event that Landlord does not restore the Premises, Tenant may retain all insurance proceeds applicable to Alterations and Tenant Improvements constructed by Tenant at its expense.

13. **Eminent Domain**.

a. Taking. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises, are not, in either Landlord's or Tenant's judgment, fit for Tenant to carry on its business therein; (iii) Landlord determines, in its sole judgment, that after such taking adequate parking space will not be available near the Premises; (iv) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (v) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Tenant's business, then in any such event, either Tenant or Landlord may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

b. Rent Adjustment. Unless this Lease is terminated as above provided, commencing with the date possession is acquired by the condemning authority the Rent and other sums payable hereunder shall be reduced by the then applicable per square foot Rent as by the number of square feet taken and Landlord shall restore the Premises, at Landlord's cost and expense to a complete architectural unit, and Tenant's Proportionate Share will be recalculated based on the applicable square footage. During such restoration the Rent shall be abated to the extent the Premises are rendered untenantable.

c. Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like.

14. **Right of Entry by Landlord**. Landlord, or any of its agents, shall have the right to enter said Premises during all reasonable hours and upon at least ONE (1) business day prior notice (except in cases of emergency), to perform its obligations under this Lease, examine the same or to exhibit said Premises to prospective purchasers or lenders or, during the last SIX (6) months of the Term to prospective tenants. Any work done by Landlord to Premises shall be performed during hours that Tenant is not open for business (except in emergencies) unless Tenant, in the exercise of its reasonable discretion otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Landlord at its expense or, at Tenant's election, by Tenant on Landlord's behalf and at Landlord's sole cost and expense. Landlord shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the grossly negligent or intentional act of Tenant or its contractors, agents, employees or licensees. Landlord and its representatives shall use commercially reasonable efforts to avoid interfering in Tenant's ongoing business operations during any such entry. Tenant shall have the right to have a representative accompany Landlord during any such entry. If Landlord's entry into the Premises pursuant to this Lease interferes with the conduct by Tenant of it business to such an extent that Tenant, in the exercise of its reasonable business judgment, must close the Premises or is unable to use SEVENTY-FIVE PERCENT (75%) of the Premises for business for TWO (2) or more business days, then Rent shall totally abate for each day or portion thereof that such interference continues.

15. **Indemnity**.

a. Subject to Section 18 below, Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all actual losses and damages arising from Tenant's use, maintenance or occupancy of the Premises or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Tenant in or about the Premises, or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any gross negligence or willful or criminal misconduct of Tenant, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to this Lease.

b. Subject to Section 18 below, Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees, attorneys and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all actual losses and damages arising from Landlord's use, maintenance, occupancy or ownership of the Project and common areas or from the conduct of its business or from any activity, work, or other acts or things done, permitted or suffered by Landlord in or about the Project, common areas, or Premises, or arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from the gross negligence or willful or criminal misconduct of Landlord, or any officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against, out of or in any way related to this Lease.

c. THE INDEMNITIES CONTAINED IN THIS SECTION 15: (A) ARE INDEPENDENT OF TENANT'S AND LANDLORD'S INSURANCE, AS APPLICABLE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF A CLAIM IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF AN INDEMNIFIED PARTY BUT WILL NOT APPLY TO THE EXTENT A CLAIM IS CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

16. Default and Remedies.

As used in this Lease, the term "**Event of Default**" shall mean any one of the following:

(a) Tenant shall fail to pay any installment of Rent or any other obligation hereunder involving the payment of money within FIVE (5) business days of when due; provided that the first such failure during any consecutive TWELVE (12) month period shall not be an Event of Default if Tenant pays the amount due within FIVE (5) days after written notice from Landlord;

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) above which failure continues for THIRTY (30) days (or such longer period as reasonably required if such cure cannot reasonably be completed within such initial 30-day period) after written notice;

(c) Tenant shall become insolvent or admit in writing it is unable to pay its debts as they become due, or shall make a transfer of its property that is fraudulent under any bankruptcy, fraudulent conveyance or similar law, or shall make an assignment for the benefit of creditors;

(d) Tenant takes any action to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof; or a petition shall be filed against Tenant under any such statute or Tenant notifies Landlord that it knows such a petition will be filed; or the appointment of a receiver or trustee to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's assets located at the Premises or of Tenant's interest in this Lease or the attachment, execution or other judicial service of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, and such event (if involuntary) is not dismissed within NINETY (90) days; or

(e) Tenant shall do or permit to be done anything which creates a lien upon the Premises, except for the liens placed on Tenant's personal property, furniture, fixtures or equipment, and such lien is not dismissed or bonded around within TWENTY (20) days following Tenant's receipt of written notice from Landlord.

16.1 **Landlord Rights Upon an Event of Default.** Upon the occurrence of an Event of Default, Landlord may, at Landlord's option, without any notice or demand whatsoever (any such notice and demand being expressly waived by Tenant) in addition to any other remedy or right given hereunder or by law or equity, do any one or more of the following: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting; (b) enter the Premises and perform Tenant's obligations; (c) terminate this lease by written notice and sue for damages; or (d) terminate the Tenant's right of possession and sue for rent. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the Event of Default is cured, without being liable for damages. Landlord shall use commercially reasonable efforts to relet or attempt to relet the Premises or any part thereof for such terms, for such rental and upon such other agreements and conditions as Landlord in its sole discretion may deem advisable; provided, however, upon each reletting, if any, all rentals actually received by Landlord from any such reletting shall be applied, first, to the payment of any sum other than rental due hereunder; second, to the payment of any cost and expense of reletting, including brokerage and attorney's fees, the cost of removing, storing and disposing Tenant's property or the property of any other person found in the Leased Premises and the cost of any remodeling, alterations and repairs; third, to the payment of any rental due and unpaid hereunder; and finally, the residue, if any, shall be held by Landlord and applied in payment of future rental as the same may become due and payable hereunder.

If an Event of Default occurs, Tenant will be liable for:

(1) if Landlord terminates this Lease, a sum of money equal to: (i) any unpaid Rent and other amounts accrued hereunder to the date of termination, including interest; and (ii) liquidated damages in an amount equal to (a) the total Rental that Tenant would have been required to pay for the remainder of the Lease Term following the date of termination discounted to present value as of the date of termination at the Prime Rate (defined below) minus (b) the then present fair rental value of the Premises for such period, similarly discounted; the "Prime Rate" is defined as the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate;

(2) if Landlord terminates Tenant's right of possession without terminating the Lease, (i) any unpaid Rent and other amounts accrued hereunder to the date of termination of possession; and (ii) all Rent and other sums required under this Lease to be paid by Tenant during the remainder of the Term, diminished by any net sums received by Landlord through reletting the Premises during said period, and at Landlord's option such amount shall be paid by Tenant to Landlord in monthly installments on the first day of each month of the Term;

(3) Landlord's commercially reasonable cost of reletting the leased premises, including market rate brokerage fees, advertising fees, and other fees reasonably and customarily necessary to relet the Premises;

(4) any and all amounts expended by Landlord for the cost of performing any obligations of Tenant which Landlord elects to perform;

(5) all Landlord's actual out-of-pocket costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;

(6) all Landlord's actual out-of-pocket costs associated with collection of rent such as collection fees, late charges, and returned check charges;

(7) cost of removing any of Tenant's equipment or fixtures left on the leased Premises or Project;

(8) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the Premises or Project and which Tenant was obligated to remove upon expiration or earlier termination of the Lease;

(9) cost to replace any unreturned keys or access devices to the Premises, parking areas, or Project; and

(10) any other recovery to which Landlord may be entitled under this Lease or under law.

16.2 **Landlord Default and Tenant Remedies**. Subject to the terms and provisions hereinbelow, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or any other existing agreement between Landlord and Tenant, its parent company, subsidiaries or affiliates (each and any such failure being herein sometimes referred to as a "Landlord Default") and if any such Landlord Default shall not be cured and shall accordingly be continuing THIRTY (30) days following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such THIRTY (30) day period then such longer time as reasonable required provided Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option (at Tenant's sole discretion) of (i) abating or withholding Rent, (ii) suing for damages, and/or (iii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand. If Landlord fails to immediately reimburse and pay any amounts due to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount from subsequent installments of Rent and other charges (if any) that from time to time thereafter may become due and payable by Tenant to Landlord hereunder. Notwithstanding the foregoing, in all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Rent (if necessary) in the manner set forth in the preceding sentences of this Section 16.2.

17. Insurance.

a. Landlord's Insurance. During the Term of this Lease, Landlord shall procure and maintain in full force and effect with respect to the Project (i) an all-risk policy with extended coverage endorsements (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of [*****] per claim and [*****] in the aggregate for both bodily injury and property damage, limits can be satisfied through the maintenance of a combination of primary and umbrella policies, insuring Landlord's activities, including use, maintenance, occupancy or ownership with respect to the Premises and common area for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the common area.

b. Tenant's Insurance. Tenant covenants and agrees to keep Tenant Improvements (as defined in Section 31 hereof) and Tenant's contents in the Premises insured for full replacement value against loss by fire and casualty, under an all-risk policy with extended coverage endorsements. In addition thereto, Tenant shall obtain and keep in force with respect to the Premises comprehensive general liability insurance in a minimum amount of [*****] per claim and [*****] in the aggregate for both bodily injury and property damage. Such policy shall name Landlord and Tenant as the insureds. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord, its agents or designees bear responsibility for the claim, loss, suit, action or other legal proceeding. Rather, it is the intent of this section to provide general liability coverage to Landlord when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to their own insurance for coverage. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention. Each policy shall provide that the insurer shall give to Landlord TWENTY (20) days written notice prior to any cancellation of the policy.

18. **No Subrogation; Waiver of Property Claims**. The waiver of subrogation shall apply regardless of any deductible (or self-insured retention) or self-insurance carried by either party. **Landlord and Tenant each waive all rights of recovery against the other (and any officers, directors, partners, employees, agents and representatives of the other), and agree to release the other from liability, for loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect covering the party seeking recovery at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by the party seeking recovery, WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF EITHER PARTY OR THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.** If the release of either party, as set forth above, should contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be secondary to the liability of the other's insurer. **FOR THE PURPOSE OF THE FOREGOING WAIVER, THE AMOUNT OF ANY DEDUCTIBLE OR SELF-INSURED RETENTION APPLICABLE TO ANY LOSS OR DAMAGE SHALL BE DEEMED COVERED BY, AND RECOVERABLE BY THE INSURED UNDER THE INSURANCE POLICY OR SELF-INSURANCE PROGRAM TO WHICH SUCH DEDUCTIBLE RELATES. IT IS THE EXPRESS INTENT OF LANDLORD AND TENANT THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION 18 (I) WILL SURVIVE THE END OF THE TERM, (II) APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND REPRESENTATIVES) BUT WILL NOT APPLY TO THE EXTENT A LOSS OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PERSON.** Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, any property of Tenant or its employees, clients or invitees located in or about the Project.

19. **Repairs and Maintenance**.

a. Landlord's Maintenance Responsibilities. Landlord shall timely maintain in good condition and repair the common areas of the Project and surrounding areas and such costs shall be considered CAM Charges in accordance with Section 8 of this Lease. Notwithstanding the foregoing, Landlord, at its sole cost and expense, shall maintain and keep in good order and repair and make any necessary repairs and replacements to the roof, roof membrane, roof covering, concrete slab, footings, foundation, structural components, exterior walls, parking areas, exterior doors and windows, flooring (except for floor covering), exterior plumbing, heating, ventilation, cooling and electrical systems of the building and Premises (except as specifically set forth in Section 19(b) below) including utility lines which are concealed, or which are not located within or above the Premises. If Landlord shall not commence such repairs within the FIFTEEN (15) days following written notice from Tenant that such repairs are necessary then Tenant may, at its option, cause such Landlord's repairs to be made and shall furnish Landlord with a statement of the cost of such repairs upon substantial completion thereof. Landlord shall reimburse Tenant for the cost of such repairs plus a service charge to cover Tenant's expenses in an amount equal to TEN PERCENT (10%) of the cost of such repairs within TEN (10) days of the date of the statement from Tenant setting forth the amount due, provided, however, should Landlord fail to reimburse Tenant within said TEN (10) day period, then Tenant may, at its option, offset such amount against subsequent rent due under this Lease.

b. TENANT'S REPAIRS. Tenant shall keep the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of this Lease. Notwithstanding the foregoing, it is understood that Tenant's responsibilities herein include the repair and replacement of all equipment and nonstructural items located in, under and above the Premises and exclusively serving the Premises, including paint, ceiling tiles, wall and floor coverings, glass, doors, windows, lighting (bulbs, ballasts and fixtures), heating, air conditioning, plumbing, sprinklers and other electrical, mechanical and electromotive installation, equipment and fixtures, all utility repairs to ducts, conduits, pipes and wiring, and any sewer stoppage located in, or under the Premises. If any repairs required to be made by Tenant hereunder are not made within FIFTEEN (15) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs. Tenant shall pay to Landlord within THIRTY (30) days of demand, as additional Rent, the cost of such repairs. At the expiration of this Lease, all HVAC, plumbing, electrical and mechanical equipment and fixtures, excluding all freezers, washers, dryers, bulkheads and POS systems, shall remain in the Premises and become the property of Landlord (unless Landlord requests the items removal) and Tenant shall surrender the Premises in good condition, excepting reasonable wear and tear and damage by casualty.

20. **Brokers**. Landlord and Tenant each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for CBRE, Inc., representing Tenant ("**Tenant's Broker**") under separate agreement.

21. **Emergency**. If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within FIFTEEN (15) days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within said FIFTEEN (15) day period, then Tenant may, at its option, offset such amount against subsequent rent and other amounts due under this Lease.

22. **Common Areas and Parking**.

a. Common Areas. Landlord agrees that Landlord will not make any material modifications to the Project or Premises (including, without limitation, the parking areas, loading areas, driveways and walks but excluding any pad sites) without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

b. Parking. All parking (excluding any contained on pad sites) shall be for the common use of all tenants at the Project and their respective employees, agents, customers, representatives, and invitees. Notwithstanding the foregoing, Landlord shall at all times throughout the Term maintain the parking ratio as exists as of the date of this Lease excluding parking within pad sites (i.e., a ratio of 4:1,000 rsf in the Project) or such greater ratio as may be required by applicable law. No tenant or its employees, agents, customers, representatives, and invitees shall block aisles, doorways, stairwells, driveways, fire lanes, fire hydrants, loading zones (except for authorized delivery vehicles while loading/unloading) or other vehicles located in the parking areas of the Project. Parking shall only be allowed in designated and striped parking stalls. Tenant shall have the right at any and all times during the Term to utilize that certain loading area related to the Premises.

c. Loading Zone. Tenant shall, at all times during the Term, have the right to use that certain loading area related to the Premises and access (via all drives and entrance/exit points) the rear of the Premises (including without limit such loading area) with a semi-truck and 53-foot trailer for shipments and deliveries.

23. **Compliance with Laws**. Both parties hereby agree to comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, including laws related to handicapped accessibility (including the Americans with Disabilities Act) (collectively, "**Laws**") throughout the Term of the Lease. Landlord represents and warrants to Tenant that as of the Commencement Date the Premises (including all means of ingress/egress to and from the Premises and the installation of sprinkler systems in the Premises if required by Laws), the Project, and the common areas (including parking areas) are in compliance with all Laws, including, without limitation, applicable zoning laws, ordinances, rules and regulations and with applicable instruments affecting title to the Premises; and Landlord shall be responsible for ensuring that the same are in compliance with all applicable Laws throughout the Term. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises or the Project or improvements thereon and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that (i) the use of the Premises and the Project and improvements thereon for Tenant's Permitted Use is permitted by and will not violate applicable Laws, including without limitation zoning laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Project, and the common areas and parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises or Project to comply with any generally applicable Laws from time to time applicable to the Premises, Landlord shall immediately make such Alterations at its sole cost and expense. If at any time or from time to time any Alterations, including, without limitation, structural Alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Tenant's use for the Permitted Use and not due to any act by Landlord or another tenant, Tenant shall make such Alterations at its sole cost and expense.

24. **Tenant to Subordinate**. Tenant shall, upon request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender ("**Mortgagee**") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content substantially similar to Exhibit E attached hereto and incorporated herein by reference. Such Agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deeds of trust Tenant may continue to occupy the Premises during the Term of this Lease or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Tenant shall be in default beyond any applicable grace periods provided for herein. Landlord shall use best efforts at or prior to the Commencement Date, to secure from Landlord's present mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Tenant. Landlord shall use best efforts to also secure from any future mortgagee or lienholders of Landlord non-disturbance agreements in a form reasonably acceptable to Tenant during the initial Term or any renewal periods, if exercised.

25. **Quiet Enjoyment**. Subject to all of the terms and covenants of this Lease on Tenant's part to be kept, observed, and performed, Tenant shall quietly have and enjoy the Premises during the Term of this Lease. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term of this Lease.

26. **Memorandum of Lease**. Neither the lease nor a memorandum of lease shall be recorded or filed.

27. **Notices**. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) sent by registered or certified mail, return receipt requested, postage prepaid or (ii) delivered, by hand, or (iii) sent by overnight courier such as Federal Express, to the addresses set forth in the Lease Summary, or to any such other place as Landlord or Tenant may from time to time designate in written notice to the other party. All notices, demands and requests which shall be served upon Landlord and Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

28. **Estoppel Certificate**. Each of Landlord and Tenant agrees at any time and from time to time upon not less than TEN (10) days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached hereto as Exhibit F certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect) and any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 28 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof.

29. **Holding Over**. In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant at will at a monthly Base Rent equal to 150% of the monthly Base Rent herein provided as the last month of the Term (or renewal Term then in effect) plus the operating expenses and subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will. Nothing herein contained shall constitute consent to any such holding over.

30. **Miscellaneous**.

a. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations herein expressed and set forth shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if such words were written wherever reference to Landlord or Tenant occurs in this Lease.

b. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the leasing of the Premises.

c. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

d. Applicable Law. The laws of the State where the Premises is located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

e. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, pandemics, change in technology which interferes with Tenant's Permitted Use, acts of God, or other causes beyond such party's reasonable control.

f. Amendment. This Lease and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

g. Rules and Regulations. Tenant shall comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease (see **Exhibit D**), or at any time or times, and from time to time, promulgated by Landlord which Landlord, in its reasonable discretion, shall deem necessary in connection with the operation of the Project, provided that all such rules and regulations shall be applied uniformly to all tenants and occupants, and enforced uniformly by Landlord. If any such rules and regulations conflict with the terms of this Lease, the Lease terms shall control. No such rules and regulations shall prevent Tenant from using the Premises for its Permitted Use.

h. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

31. Tenant Improvements.

a. Tenant shall construct its tenant improvements to the Premises (the "**Tenant Improvements**") in accordance with the terms set forth in Exhibit G. Tenant Improvements shall include the following:

i. Tenant shall accept the Premises "AS IS" and be responsible for the remodel of the interior of the Premises;

ii. Tenant shall maintain, repair and if necessary, replace HVAC units serving the Premises, if Tenant deems replacement of any such units to be necessary; and

iii. If Tenant so elects, Tenant shall be permitted to install a canopy over the shipping/receiving area as part of its Tenant Improvements.

b. Landlord shall complete all of Landlord's Work, as described in Exhibit G attached hereto and incorporated herein. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, building and safety codes, regulations and orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Landlord under the Lease, Landlord shall indemnify, defend and hold harmless Tenant from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Landlord's Work.

32. Landlord's Sale of the Building. Landlord may, at any time, without the prior consent of Tenant, contract to and/or perform any of the following transactions with respect to an interest in Landlord, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "**Sale**"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "**Mortgage**"). From and after a Sale, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale, unless such liability is expressly assumed by Landlord's successor-in-interest in this Project and Premises.

33. **Tenant's Roof Rights**. Provided that such work and use does not damage the roof, Tenant shall have the right to place on the roof (i) a satellite dish and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises, (ii) the mechanical equipment required for Tenant's freezer, and (iii) the HVAC system, all at no additional fee. Landlord shall reasonably cooperate with Tenant's satellite or cable provider and contractors. Tenant shall be liable for the repair of any damage to the roof caused by such installation or use.

34. **Cooperation with Tenant's Licenses and Reporting Requirements**. Landlord's full cooperation with applicable authorities in connection with obtaining and renewing any Licenses, and any reporting requirements for the operation of Tenant's business is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within FIFTEEN (15) days of Tenant's request, execution of any commercially reasonable documents reasonably required for Tenant's Permitted Use, including obtaining any Licenses.

35. **Confidential Information**.

a. Landlord acknowledges and agrees that from time to time during the Term, Landlord, its representatives or assigns may be exposed to, or have access to, sensitive personal information related to Tenant's donors. To protect such personal information, Tenant shall have the right to restrict access to the portions of the Premises where donor records and other personal information are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to Section 14 and under this Lease, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where sensitive donor records and other personal information are kept and/or stored. Landlord agrees that it will not use or disclose any such personal information for any purpose unless required by a court of competent jurisdiction or a governmental authority.

b. Landlord shall preserve any "**Confidential Information**" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Lease Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "**Confidential Information**" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with this Lease. Any business or financial information which is related to or supports the Lease shall not be included in meaning of Confidential Information, but shall be part of Section 37.

36. **Landlord's Consent**. Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

37. **Confidentiality**. Both Landlord and Tenant acknowledge that the terms and conditions of this Lease (other than the existence of this Lease and the location of the Premises) are to remain confidential for both parties' benefit, and may not be disclosed by either party to anyone, by any manner or means, directly or indirectly, without the other party's prior written consent; however, Landlord or Tenant may disclose the terms and conditions of this Lease to its respective attorneys, accountants, brokers, employees and existing or prospective financial partners and, as to Landlord, any potential purchasers, or any other party assisting Landlord in the sale or valuation of the Project, or if required by law or court order, provided all parties to whom Landlord or Tenant is permitted hereunder to disclose such terms and conditions are advised by Landlord or Tenant (as the case may be) of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). The disclosing party shall be liable for any disclosures made in violation of this Section by the disclosing party or by any entity or individual to whom the terms of and conditions of this Lease were disclosed or made available by the disclosing party. The consent by either party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against any future disclosure. Notwithstanding anything to the contrary herein, Landlord and Tenant shall each have the right to make disclosures of the terms of this Lease (a) to the extent required by legal requirements, (b) to the extent reasonably required to enforce such party's rights hereunder, (c) to the extent reasonably necessary in connection with such party's financing, selling, leasing, or otherwise transferring or capitalizing its assets or its business (or any such transaction consummated by such party's affiliate) (including, without limitation, disclosures that are reasonably necessary to comply with rules of the Securities and Exchange Commission or any stock exchange), (d) to the extent reasonably required in connection with such party's books and records being audited, (e) to the extent reasonably required in constructing, operating, maintaining, repairing or restoring the Premises or the other portions of the Project, and (f) pursuant to a press release which has been approved by both parties.

38. **Right to Pledge**. Notwithstanding anything to the contrary, Tenant shall have the right to pledge any of Tenant's property that is provided or financed by a third-party lender or vendor holding a purchase money lien on such property and Landlord agrees to promptly execute such documents as may reasonably be requested from any such third-party lender or vendor to evidence Landlord's waiver of its lien rights in such property.

39. **Landlord's Representations**. Landlord hereby represents and warrants to and covenants with Tenant as follows:

a. Landlord owns the Premises and the Project in fee simple absolute, free and clear of all encumbrances except for those restrictions and encumbrances of record which Landlord represents and warrants to Tenant shall not interfere with Tenant's Permitted Use or Tenant's right under this Lease. Landlord has the right and authority to enter into this Lease and Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease.

b. There are no agreements between Landlord and other tenants or third parties that impact the operation of the Project or govern the uses within the Project or that would adversely impact Tenant's use of the Premises for the Permitted Use and common areas as set forth in this Lease.

c. There are no third parties (other than lender) that have any rights to the Premises and Landlord will warrant unto Tenant and defend the Premises and the Project against the claim of all persons whomsoever, and if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall, during the Term, have lawful, quiet and peaceful possession and occupation of the Premises and the other rights with regard to the Project contained in this Lease.

d. Tenant's use of the Premises for the Permitted Use will not violate any exclusive provision or prohibited use restriction granted to any other tenant or occupant in the Project.

e. Landlord shall promptly forward to Tenant any notice or other communication received by Landlord from any owner of property adjoining or adjacent to the Project or from any municipal or other governmental authority or from any other party, in connection with any hearing or other administrative proceeding relating to any proposed zoning, building code, signage, or related variance affecting the Project or any adjoining or adjacent property, which, if granted, could affect Tenant's use or occupancy of the Premises, the conduct of Tenant's business therein, or Tenant's rights and benefits under this Lease.

40. **Tenant Lease Conditions**. Tenant's obligations under this Lease shall be subject to the final approval of Tenant's executive committee, as well as satisfaction, in Tenant's sole discretion, of each of the following conditions (the "**Lease Conditions**"):

a. The zoning at the Project being compatible with Tenant's Permitted Use and Tenant's confirmation that its Permitted Use will not violate any such zoning or similar laws;

b. The current title for the Project, upon review of any recorded documents, restrictions, easements, covenants, and any restrictions in any other tenant leases that may impact the Premises, Tenant, or its Permitted Use; Landlord has provided Tenant with a copy of Landlord's title policy for the Project, and upon request shall provide all tenant restrictions and recorded documents affecting the Project, and a description of any other agreements between Landlord or the Project any other parcels or landowners that impact the operation of the Project; and Tenant shall be permitted to obtain an updated title report for the Project for its review.

c. Tenant is satisfied with the building, roof, parking areas, and common areas after an inspection.

d. Tenant is satisfied with the environmental condition of the Premises and Project after an inspection.

Tenant shall use commercially reasonable, diligent efforts to obtain such information as reasonably required to satisfy itself as to the Lease Condition within THIRTY (30) days following the Effective Date of this Lease (the "**Lease Condition Deadline**"). Landlord agrees to fully cooperate with Tenant in order to permit Tenant to obtain such information, documents, inspections and reports to timely satisfy the Lease Conditions. If Tenant determines, in its sole discretion, that any of the Lease Conditions are not satisfactory, Tenant shall have the right to terminate this Lease by giving written notice to Landlord within TEN (10) business days following the expiration of the Lease Condition Deadline, in which event this Lease shall terminate, and any prepaid Rent paid by Tenant to Landlord shall be promptly returned to Tenant, and neither party shall have any further rights or obligations pursuant to this Lease, except those matters that expressly survive the termination of the Lease. If Tenant fails to timely provide such notice of termination, then Tenant shall have waived its termination right and the Lease Conditions shall be deemed to have been satisfied or waived by Tenant. Tenant shall provide notice of waiver of this termination right (the "**Lease Condition Waiver")**.

[Signatures to follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument, as of the day and year first above written. Landlord, simultaneously or not later than five (5) business days after Tenant has executed and delivered this Lease to Landlord, shall execute this Lease.

LANDLORD:

TCP LAS PALMAS PARTNERS, LTD.

By: TCP Palmas, Inc., its general partner

_____

Robert B. Neely, President

Date: _____

TENANT:

KAMADA PLASMA, LLC, a Delaware limited liability company

By: _____

_____

Date: _____

EXHIBIT A

PREMISES

[*****]

EXHIBIT A-1

PROJECT DESCRIPTION

BEING a tract of land containing 21.83 acres, or 950,720 Sq. Ft. of land out of a called 21.8188 acres as recorded in Volume 4855, Page 525 of the Real Property Records of Bexar County, Texas, also being part of Lot 1, all of Lot 2 and Lot 4, Block 1, NCB 11250, in the Las Palmas Addition Unit 2 Subdivision as recorded in Volume 3850, Page 101 and Volume 4400, Page 225 of the Deed and Plat Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas, said 21.83 acres being more particularly described by metes and bounds as follows:

BEGINNING at an "X" on concrete on the east right-of-way line of General McMullen Drive, a 100' right-of-way, which joins the south line of a 14 foot alley as recorded in Volume 3850, Page 101 of the Deed and Plat Records of Bexar County, Texas, said point being the northwest corner of the herein described tract;

THENCE South 83° 53' 03" East, a distance of 117.64 feet, along and with said alley to a PK nail for a point of curvature;

THENCE Along a curve to the left, continuing along and with said alley, having a radius of 4368.66 feet, a central angle of 15° 08' 01", a chord bearing and distance of North 88° 32' 52" East, 1150.54 feet, and a curve length of 1153.90 feet to a set ½" iron rod with "ACES" cap being on the west right-of-way line of Inca Drive, a 60 foot right-of-way for the northeast corner of the herein described tract;

THENCE South 09° 24' 46" East, a distance of 179.68 feet along and with the west line of said right-of-way to a found ½" iron rod for a point of curvature;

THENCE Along a curve to the left, continuing along and with the west line of said right-of-way, having a radius of 1663.45 feet, a central angle of 05° 15' 27", a chord bearing and distance of South 12° 02' 30" East, 152.61 feet, and a curve length of 152.64 feet to a "X" on concrete for a point of tangency;

THENCE South 14° 40' 15" East, a distance of 54.85 feet, continuing along and with the west line of said right-of-way, to a set ½" iron rod with "ACES" cap for the northeast corner of a 0.7016 acre tract as recorded in Volume 4499, Page 1580 of the Real Property Records of Bexar County, Texas and a corner of the herein described tract;

THENCE South 75° 19' 45" West, a distance of 280.00 feet, departing the west line of said right-of-way for a found PK nail for the northwest corner of said 0.7016 acre tract and an interior corner of the herein described tract;

THENCE South 14° 40' 15" East, a distance of 215.00 feet to a set *½"* iron rod being on the north right-of-way line of Castroville Road, a 60 foot right-of-way, said point also being the southwest corner of said 0.7016 acre tract and the southeast corner of the herein described tract;

THENCE South 75° 19' 45" West, a distance of 945.74 feet, along and with the north right-of-way of said Castroville Road to a found ½" iron rod for the southeast corner of Lot 5 as recorded in Volume 5700, Page 234 of the Real Property Records of Bexar County, Texas and a corner of the herein described tract;
THENCE North 06° 26' 30" East, a distance of 175.00 feet, departing said right-of-way to a found PK nail for the northeast corner of said Lot 5 and an interior corner of the herein described tract;

THENCE South 75° 19' 45" West, a distance of 150.00 feet to a set ½" iron rod with "ACES" cap for the northwest corner of said Lot 5 and an interior corner of the herein described tract;

THENCE South 06° 26' 30" West, a distance of 175.00 feet to an "X" on concrete to a point being on the north right-of-way line of said Castroville Road for the southwest corner of said Lot 5 and a corner herein described tract;

THENCE South 75° 19' 45" West, a distance of 140.00 feet, along and with said right-of-way to a found ½" iron rod being a cutback line that joins the north right-of-way line of said Castroville Road and the east right-of-way line of said General McMullen Drive for the southwest corner of the herein described tract;

THENCE North 40° 35' 37'' West, a distance of 51.86 feet to a set ½" iron rod with "ACES" cap being on the east right-of-way of said General McMullen Drive for an angle point of the herein described tract;

THENCE North 06° 26' 30" East, a distance of 921.26 feet along and with the east right-of-way line of said General McMullen Drive to the POINT OF BEGINNING and containing 21.83 acres, in the City of San Antonio, Bexar County, Texas.

EXHIBIT B

SIGNAGE

[*****]

Signs for exterior of the building above the Premises, entrance to the Premises signage, former Luby's sign location, McMullin location, and a panel with Tenant's name and/or logo pylon sign with location marked at the Project.

[*****]

Tenant shall have right to utilize the channel lettering in a professional manner and is allowed to paint to match the building color.

[*****][*****]

EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, 2024 ("Landlord") and **KAMADA PLASMA, LLC** ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord space located at (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date");

(2) The Term of the Lease commenced on _____ (the "Commencement Date"); and

(3) Tenant shall commence payment of Rent on _____ (the "Rent Commencement Date").

(4) The Premises contain approximately 11,100 rentable square feet of space.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

Landlord

By: *Signature*

Name/Title

Date:

TENANT:

KAMADA PLASMA, LLC, a Delaware limited liability company

By:

Date:

EXHIBIT D

RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by TENANT, are prescribed by LANDLORD to regulate conduct in and use of the Premises and the Shopping Center:

1. TENANT, its agents, representatives and employees shall not block or obstruct any of the entries, passageways, doors, sidewalks, or other exterior areas of the Shopping Center, or any parking areas, fire lanes, handicapped parking, reserved parking, or other tenant loading zones and docks, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of TENANT, its agents, representatives, employees, visitors or invitees.

2. TENANT shall assume all liability and risk associated with the movement of furniture, equipment, merchandise or materials within, into or out of the Premises and/or Shopping Center. Safes and other unusually heavy equipment shall be moved into the Premises only with LANDLORD's prior written consent.

3. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by TENANT, its agents, representatives or employees on any part of the outside of the Premises or the Shopping Center (except signage specifically authorized by the Lease), or in the Common Areas, without the prior written consent of LANDLORD, and then only such color, size, character, style and material and in such places as shall be approved and designated in writing by LANDLORD.

4. LANDLORD shall not be responsible for lost or stolen personal property, equipment, money or any article taken from the Premises or the Common Areas regardless of how or when any such loss occurs.

5. TENANT, its agents, representatives and employees shall not bring into the Premises any flammable fluids (except ordinarily quantities of cleaning products and other reasonable items for the Tenant's permitted use) or explosives of any type without the prior written consent of LANDLORD.

6. TENANT, its agents, representatives or employees shall not use the Premises for housing, lodging or sleeping purposes without the prior written consent of LANDLORD.

7. TENANT, its agents, representatives or employees shall not bring or permit to be brought into the Premises or keep or allow to be kept thereon any live animals of any kind.

8. No locks shall be placed on any door in the Premises unless Tenant shall have first furnished LANDLORD two(2) keys to each such lock. Upon request of LANDLORD, TENANT shall provide additional duplicate keys at TENANT's expense. LANDLORD may at all times keep a passkey to the Premises.

9. TENANT, its agents, representatives and employees shall not permit the operation of any musical or sound producing instrument or any type of instrument or device which may be heard outside the Premises (except as expressly permitted by the Lease), or which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the other tenant space in the Shopping Center, nor shall any flashing, strobing, moving or pulsating lights be used in any window display or area visible from the outside of the Premises.

10. TENANT, its agents, representatives and employees shall, before leaving the Premises unattended, close and lock all doors and shut off all running water and other appliances. No cooking or food preparation of any kind shall be permitted in the Premises unless the Tenant's permitted use is a restaurant use; provided, however, use of a microwave for Tenant and its employees is hereby permitted.

11. Within ten(10) days after opening for business in the Premises, TENANT shall furnish LANDLORD, upon request by Landlord in writing, the make, model, color and state automobile license number (updating the same as changed) assigned to the cars of TENANT's officers, employees and regularly employed agents who shall be from time to time working at the Premises, and thereafter shall use commercially reasonable efforts to notify LANDLORD in writing of any changes thereof within thirty days after the request from LANDLORD.

12. TENANT and its employees agents and representatives shall comply with posted traffic regulations, restrictions and signage from time to time placed by Landlord in the parking areas of the Shopping Center, and shall not park in any area not striped as a parking space. No employee of TENANT shall keep a disabled vehicle in the parking areas of the Shopping Center for any period except for period of short duration while arrangements for towing are being made. In the event TENANT'S employees or customers park their cars in the parking areas in violation of posted parking or traffic regulations, then LANDLORD at its option shall have the right to tow such vehicle away at the Tenant's cost and expense. No overnight parking allowed.

13. The plumbing facilities in the Premises shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by TENANT or its employees, agents or invitees shall be borne by TENANT. To the extent any food service operation is contemplated by the TENANT's Lease, TENANT shall obtain all necessary permits therefor, shall have and maintain all facilities (including, without limitation, grease traps, sinks, vent hoods, drains, fans, exhausts, fire extinguishers, smoke detectors, occupancy limitation signage, and similar items) required by applicable laws, ordinances and regulations, and shall at all times operate such facilities in compliance with applicable law.

14. TENANT shall not conduct canvassing, soliciting and peddling in the Shopping Center (including the attachment of flyers to vehicles in the parking areas).

15. In the event LANDLORD elects to provide waste disposal for the Shopping Center as a common area maintenance expense for any portion of the Lease Term, and if TENANT must dispose of waste or refuse which will not fit into the dumpster receptacles or which are of a type not accepted by the waste company (including paint and all other hazardous waste material), it shall be the responsibility of TENANT to dispose of such articles at its expense.

16. Neither TENANT nor its employees, agents or representatives shall place or allow to be placed or maintained on or removed from the roof of the Premises any installation or thing of any nature or kind (including satellite dishes, signs, decorative items, advertising paraphernalia, spare construction materials and trash) except as set forth in the Lease.

17. TENANT shall keep the sidewalk and area adjacent to and in the immediate vicinity of the Premises (including all loading areas) swept and free from trash, rubbish, garbage and other debris or refuse.

18. TENANT shall keep in a neat, clean, safe and sanitary condition the area behind the Premises if such an area is designated by LANDLORD for TENANT's use for loading and/or refuse collection.

19. TENANT shall not overload the electrical equipment and systems, plumbing systems or HVAC systems or equipment serving the Premises, and shall be responsible for any damage to the Shopping Center equipment or mains resulting from such excessive use.

20. TENANT shall not continue to allow upon the Premises any employee or agent who is known by TENANT to have a record of felony violent crime or felony property crime, or to pose a threat to the safety of others. Tenant shall not allow or tolerate illegal drug use or possession by its employees on the Premises.

21. TENANT shall adopt, disseminate and enforce a policy for its employees at the Premises (excluding Tenant's security) prohibiting the possession of firearms while at or on the property of the Premises and/or the Shopping Center. Tenant shall post proper signs (approved by Landlord as to appearance) prohibiting patrons of the Tenant from bringing firearms onto the Premises.

22. The normal business operating hours of the Shopping Center are 9:00 a.m. to 10:00 p.m., Monday through Friday, 9:00 a.m. to 10:00 p.m. Saturday, and noon to 6:00 p.m. on Sunday, subject to change by Landlord on notice to the tenants; provided, however, Landlord acknowledges that Tenant may operate beyond normal business hours (e.g., 7:00 a.m. to 7:00 p.m. seven (7) days a week).

23. Sign Criteria. These criteria have been established for the purpose of assuring an outstanding Shopping Center, and for the mutual benefit of all lessees. Conformance will be strictly enforced; and any installed nonconforming or unapproved sign must be brought into conformance at the expense of the Tenant. The signage set forth in Exhibit B is approved by Landlord notwithstanding anything contained in this Exhibit D to the contrary.

A. GENERAL REQUIREMENTS

1. Tenant shall submit or cause to be submitted to the Project Architect, as designated by Landlord, for approval before fabrication at least three (3) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.

2. All permits for signs and their installation shall be obtained by the Tenant or his representative.

3. All signs and design and/or review fees of the Project Architect shall be constructed, installed and paid at Tenant's expense.

4. Tenant shall be responsible for the fulfillment of all requirements of these criteria.

B. GENERAL SPECIFICATIONS

1. No animated, flashing, or audible signs will be permitted.

2. No exposed lamps or tubing will be permitted.

3. All signs shall bear UL label, and their installation shall comply with all local building and electrical codes.

4. No exposed raceways, crossovers or conduit will be permitted.

5. All cabinets, conductors, transformers and other equipment shall be concealed.

6. Electrical service to all signs shall be on Tenant's meter.

7. Painted lettering will not be permitted, except as specified pursuant to Section F(2) hereof.

C. LOCATION OF SIGNS

1. Signs on the exterior of the shopping center building shall be permitted only for those Tenants having exterior public entrances and as located within the sign areas designated by the Project Architect.

2. Tenants will be permitted to install one illuminated or non-illuminated sign on the storefront. The maximum projection of the sign from the face of the storefront shall be six (6) inches or to the face of the adjacent neutral strip, whichever is greater.

3. No signs perpendicular to the face of the building or storefront will be permitted.

D. DESIGN REQUIREMENTS

1. All Tenant storefront entrance/store identification designs shall be subject to the approval of the Project Architect. Imaginative designs which depart from traditional methods and placement will be encouraged.

2. Wording of signs shall not include the product sold except as part of Tenant's trade name or insignia.

3. Tenants shall have identification signs designed in a manner compatible with and complementary to adjacent and facing storefronts and the overall design concept of the Shopping Center.

4. Tenants are encouraged to have signs designed as an integral part of the storefront design and with letter size and location appropriately scaled and proportioned to the overall storefront design. The design of all signs, including style and placement of lettering, size, color, materials and method of illumination, shall be subject to the approval of the Project Architect.

5. Signs designed in the more traditional manner with the lettering applied to a background surface that is part of the storefront shall conform to the following requirements.

a. The sign area shall not exceed five percent (5%) of the area of the storefront or twelve (12) square feet, whichever is larger and shall be located at least thirty-six (36) inches from each lease line. Sign area will be measured by circumscribing a rectangle around the main body of the sign.

b. The overall length of the sign shall not exceed two-thirds (2/3) of the width of the storefront exposure between neutral strips.

c. The maximum height for letters in the body of the signs is fourteen (14) inches. The maximum height for initial capitals is eighteen (18) inches.

6. Signs shall be composed of individual or script lettering. Signs with background panels shall be designed in a manner compatible with the storefront. Sign boxes and cans will not be permitted.

7. All storefronts including plexiglass signs shall be fabricated of material with matte finish.

8. Acrycap retainers used at the perimeter of sign letter faces shall match in color and finish the face of the sides of the sign.

E. CONSTRUCTION REQUIREMENTS

1. All exterior signs, bolts, fasteners, and clips shall be of enameling iron with porcelain enamel finish, stainless, steel, aluminum, brass, or bronze. No black iron materials of any type will be permitted.

2. Interior signs only may be fabricated of carbon bearing steel with painted finish.

3. All exterior letters or signs exposed to the weather shall be mounted at lease three quarters of an inch (3/4□) from the building wall to permit proper dirt and water drainage.

4. All letters shall be fabricated using full-welded construction.

5. Location of all openings for conduit and sleeves in sign installation shall be neatly sealed in a watertight condition.

6. No labels will be permitted on the exposed surface of signs except those required by local ordinance which shall be applied in an inconspicuous location.

7. Sign contractor shall repair any damage to any work caused by his work.

8. Tenant shall be fully responsible for the operations of Tenant's sign contractor.

F. MISCELLANEOUS REQUIREMENTS

1. Tenant will be permitted to place upon each entrance of its premises not more than one hundred forty-four (144) square inches of gold leaf or decal application letter not to exceed two inches (2") high block letters, the Tenant's name and address. Where more than one Tenant used the same door, each name and address shall be applied. Color of letter will be as selected by Project Architect.

2. If Tenant has a non-customer door for receiving merchandise, it may have uniformly applied on said door in a location as directed by the Project Architect in two inch (2") high block letters, the Tenant's name and address. Where more than one Tenant used the same door, each name and address shall be applied. Color of letters will be as selected by the Project Architect.

3. Tenant may install on the mall front, if required by the U.S. Post Office, the numbers only for the street address in exact location stipulated by the Project Architect.

4. Except as provided herein, no advertising placards, credit card decals, temporary or permanent signs, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the building or storefront.

NOTE: THE SIGN MUST BE IN PLACE NO LATER THAN 60 DAYS FROM THE DATE LEASE AGREEMENT IS EXECUTED.

EXHIBIT E

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made by and between _____ ("**Lender**"), _____ ("**Landlord**"), and **KAMADA Plasma, LLC** ("**Tenant**"), to be effective as of _____.

Introductory Provisions

The following Introductory Provisions are a part of and constitute the basis for this Agreement:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of _____ as described on **Exhibit "A"** attached hereto (the "**Lease Agreement**") covering all or a part of the real property (the "**Property**") located in _____, that is more particularly described on **Exhibit "A"** attached hereto.

The Lease Agreement as it may from time to time be renewed, extended, amended, or supplanted is referred to in this Agreement as the "**Lease**".

B. Landlord is requesting that Lender make a loan (or Lender has made a loan to Landlord) (the "**Loan**"), which will be (or is) evidenced by a promissory note (the "**Note**"), governed by a Loan Agreement (the "**Loan Agreement**"), and secured by, among other things (i) a Deed of Trust, Security Agreement and Financing Statement (the "**Deed of Trust**") on the Property and (ii) an Assignment of Rents (the "**Assignment**").

C. The Note, the Deed of Trust, the Assignment**,** the Loan Agreement and all other documents executed in connection with, as evidence of or as security for the Loan are referred to in this Agreement as the "**Loan Documents**."

D. All liens, rights, security interests, and assignments (whether absolute or as collateral) (collectively, the "**Liens**"), created, granted or made by the Loan Documents are or will be valid liens, rights, security interests and assignments.

E. Lender, Landlord and Tenant consider this Agreement to be in their mutual best interests in connection with the Lease.

F. Lender would not make the Loan to Landlord but for the execution of this Agreement by Tenant.

NOW, THEREFORE, in consideration of the premises, the covenants, conditions, provisions and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Both Landlord and Tenant covenant and represent to Lender and to each other that (i) as of the effective date of this Agreement, the Lease is in good standing, and in full force and effect, (ii) as of the effective date of this Agreement, the Lease is in good standing, there are no supplements, modifications, or amendments to the lease except as described in **Exhibit "B"**, (iii) the Lease will not be amended further without the prior written approval of Lender, except as expressly permitted under the Lease or unless otherwise provided in the Loan Documents, (iv) the Lease will not be terminated or cancelled except as expressly provided in the Lease, (v) Tenant has not and will not make any prepayment of rent under the Lease more than one month in advance, and (vi) as of the effective date of this Agreement, there are no offsets, defenses, counterclaims, or credits against the rentals due or becoming due under the Lease.

2. Subordination. Tenant subordinates the Lease and any lease hereafter executed by Tenant covering any part of the Property at all times and in all respects to the Loan, the Liens, the Loan Documents, and to all refinancings, increases, renewals, modifications, consolidations, replacements, and extensions thereof. The Lease is and will at all times continue to be subject and subordinate in all respects to the Loan, the Liens, and the Loan Documents and to all renewals, modifications, and extensions thereof, but both Lender and Tenant agree that subject to the terms of Paragraphs 3 and 4 below, any foreclosure of the Liens will not terminate the Lease.

3. Non-Disturbance. So long as Tenant is not in default (beyond any period(s) given under the Lease to Tenant to cure such default) in (i) the payment of any monetary obligation under the Lease or (ii) the performance of any of the other terms, covenants, or conditions with which Tenant is obligated to comply pursuant to the Lease, Tenant's possession under the Lease and Tenant's rights and privileges under it shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy will not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.

4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in the Property or under the Lease, the Lease and all terms in it, and the rights of Tenant under the Lease, will continue in full force and effect and will not be altered, terminated, or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the lease term with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant, immediately upon Lender succeeding to the interest of Landlord under the Lease. Provided, however, subject to Paragraph 6 below, Tenant is under no obligation to pay Lender any monetary obligation set forth in the Lease until Tenant receives written notice from Lender that (a) Lender has succeeded to the interest of Landlord in the Property or under the Lease, or (b) Lender has posted the Property for foreclosure with such notice being sent to Tenant postage prepaid, certified mail, return receipt requested at Tenant's address as shown in the Lease. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease. Tenant shall be entitled to rely on any such notice without duty of inquiry or investigation, and Landlord shall have no claim against Tenant for any amounts paid to Lender pursuant to any such notice.

5. Rights Under the Lease. If Lender (a) succeeds to the interests of Landlord in the Property, or (b) enters into possession of the Property, Lender shall be bound to the Tenant under all of the terms, covenants, and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Landlord in the Property or entry into possession of the Property, as the case may be, have the same remedies against Lender as landlord for the breach of any provision contained in the Lease that Tenant might have had under the Lease against Landlord if Lender had not succeeded to the interests of Landlord in the Property or entered into possession of the Property, as the case may be; provided further, however, that Lender will not be:

   (i) liable for any act, omission, default, misrepresentation, or breach of warranty of any prior landlord (including, but not limited to, Landlord), unless such act, omission, or default is continuing and Tenant shall have delivered notice of such act, omission or default to Lender prior to the date of any foreclosure of such Lien;

   (ii) subject to any offset, deduction, or defense, claim, or counterclaim which Tenant might be entitled to assert against any prior landlord (including, but not limited to, Landlord) unless Tenant shall have provided Lender with (A) Notice of the Landlord's default that gave rise to such offset or defense and (B) the opportunity to cure the same;

   (iii) liable to Tenant for any deposit under the Lease not actually transferred and paid over to Lender;

(iv) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is (A) provided for in the Lease as presently existing or as amended in accordance with this Agreement or (B) a prepayment of rent not in excess of one month;

(v) bound by any amendment or modification of the Lease made after the date of this Agreement without Lender's approval;

(vi) bound by any consent or acquiescence by any previous landlord (including but not limited to Landlord) under the Lease to any assignment or sublease granted after the date of this Agreement, without Lender's approval, other than if pursuant to the provisions of the Lease;

(vii) liable for or obligated to pay for repairs, replacements, damages, new construction or allowances not made, performed or paid by Landlord if such performance or payment was due prior to Lender's actual ownership of the Property;

(viii) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to Lender's actual ownership of the Property; or

(ix) liable or bound by any right of first refusal or option to purchase all or any portion of the Property.

Additionally, in the event of Lender's (a) succession to Landlord's interests in the Property or (b) entry into possession of the Property: (1) Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property and Tenant shall look exclusively to such equity interest of Lender, if any, for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease or for recovery of any judgment from Lender, and in no event shall Lender or any of its respective officers, directors, shareholders, agents, representatives, servants, employees or partners, ever be personally liable for any such judgment or obligations; and (2) Tenant shall be bound to Lender under all of the terms, covenants, and conditions of the Lease, and Lender shall, from and after Lender's succession to the interest of Landlord in the Property or entry into possession of the Property, as the case may be, have the same rights and remedies against Tenant for the breach of any provision contained in the Lease that Landlord might have had under the Lease against Tenant if Lender had not succeeded to the interests of Landlord in the Property or entered into possession of the Property, as the case may be.

6. Assignment of Rents. Pursuant to the Assignment, Lender has obtained a security interest in the payments to be made by Tenant to Landlord under the Lease, including base rental, operating expense reimbursements, and lease termination payments. Tenant consents to Lender delivering written notices with respect to the Assignment or Lender's security interest thereunder to the address and in the manner as provided in Paragraph 9 below. If Lender elects to exercise its right to collect payments under the Lease from Tenant directly pursuant to Lender's interests under the Assignment, Lender shall provide written notice thereof to Tenant, and Tenant shall make all payments under the Lease thereafter to Lender as instructed in such notice; provided, however, that if any payment becomes due under the Lease prior to the TENTH (10^{th}) day after the date Tenant receives such notice, Tenant will not be obligated to make such payment until the tenth (10th) day after Tenant receives the notice. Tenant's obligation to make lease payments to Lender will not be subject to any claims or defenses against the payment of amounts due under the Lease except to the extent such claims or defenses would be applicable to Lender following Lender succeeding to the interests of Landlord under the Lease or entering into possession of the Property under Paragraph 5 above. Tenant acknowledges that Lender is not obligated to assume, perform, or discharge nor does Lender undertake to assume, perform, or discharge any obligation, duty, or liability of Landlord under the Lease, it being agreed that Lender will be treated and agreeing to assume, perform, or discharge such obligations, duties, or liabilities only if (i) Lender, by written notice to Tenant, specifically elects to do so, or (ii) Lender forecloses and takes possession of the Property, in which event Lender's duties and liabilities with respect to the Lease will be limited by the terms and conditions of this Agreement.

7. Persons Other Than Lender. The recognition, nondisturbance, and other covenants made in this Agreement by Lender for the benefit of Tenant will be binding upon any person other than Lender who may acquire the interest of Landlord in the Property and/or the Lease as a result of foreclosure of the Liens or any other proceeding(s) to enforce the rights of Lender or any sale, assignment, or transfer of the Property and/or the Lease after Lender has acquired the interest of Landlord in the Property and/or the Lease.

8. Landlord's Default. Tenant shall furnish Lender copies of all notices which Landlord is entitled to receive under the Lease, notify Lender of any default by Landlord under the Lease (which notice may be sent to Lender simultaneously with any notice to Landlord), and permit Lender the applicable time period granted to Landlord under the Lease to cure such default, or if no time period stated in the Lease, then such time as reasonably necessary to cure the default, prior to proceeding to exercise any of the rights or remedies of Tenant under the Lease, including termination of the Lease, abatement of rental payments due under it, or performance of Landlord's covenants or obligations which Tenant asserts to be in default.

9. Notices. All notices between Lender and Tenant under this Agreement or the Assignment shall be given to the addressee at the following address: if to Lender: _____**;** if to Landlord: _____; if to Tenant: **2 Holzman St, Science Park, PO Box 4081, Rehovot 7670402, Israel, Attn: Legal Dept**. All notices given under this Agreement must be in writing and will be considered properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the addressee, or by prepaid telegram. Any mailed notice will be effective upon deposit in the care and custody of the U.S. Postal Service; notice given in any other manner will be effective upon receipt at the address of the addressee. Either party may change its address for purposes of receiving notice under this Agreement upon not less than FIFTEEN (15) days' notice given in the manner prescribed in this Agreement. Tenant will be entitled to rely upon any notice from Lender under this Agreement as to the matters stated in and covered by the notice.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter described in it and supersedes any and all other oral or written agreements between the parties with respect to it. This Agreement may be executed in multiple counterparts which together shall constitute one document.

[***Signature page follows***]

IN WITNESS WHEREOF, the parties have caused this Subordination, Nondisturbance, and Attornment Agreement to be signed on the respective dates of their acknowledgements, but this Agreement is made to be effective on the date first set forth above.

LENDER:

By: _____

Date: _____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____ as_____ of _____, on behalf of said Company.

_____

Notary Public in and for the State of Texas

.

LANDLORD:

Landlord

By: *Signature*

Name/Title

Date:

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____, 20__ by _____, on behalf of said company.

Notary Public in and for the State of Texas

TENANT:

KAMADA PLASMA, LLC, a Delaware limited liability company

By: _____

_____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__ by _____, the _____ of KAMADA PLASMA, a Delaware corporation, on behalf of such corporation.

_____

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

_____

_____

_____

EXHIBIT "A"

(Property Description)

EXHIBIT "B"

(Description of Lease)

EXHIBIT F

FORM OF ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 20___ by KAMADA PLASMA, LLC ("Tenant") in connection with that certain Lease Agreement dated _____ by and between Tenant and _____, as Landlord (the "Lease") for the premises located at _____ (the "Premises").

Tenant hereby certifies to _____ as follows:

1. A true and correct description of the Lease together with all amendments is attached hereto as Exhibit "A". There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.

2. The information set forth below is true and correct as of the date hereof:

   (a) Approximate square footage of the Premises: _____ rentable square feet

   (b) Monthly installment of Rent (Base Rent and Tenant's Proportionate Share of Operating Expenses) as of the date hereof: $_____

   (c) Commencement Date: _____

   (d) Rent Commencement Date: _____

   (e) Expiration Date: _____

   (f) Security Deposit: _____

   (g) Date through which Rent has been paid: _____

   (h) Renewal Options: _____

3. Tenant has accepted possession of the Premises and is in occupancy thereof under the Lease. As of the date hereof, the Lease is in full force and effect.

4. To the best of Tenant's actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Tenant or Landlord.

5. No rent has been or will be paid more than thirty (30) days in advance.

6. Tenant has no right of first refusal, option, or other right to purchase the Project or any part thereof, including, without limitation, the Premises.

IN WITNESS WHEREOF, Tenant has executed this Estoppel Certificate as of the date first above written.

TENANT:

KAMADA PLASMA, LLC, a Delaware limited liability company

By: _____

_____

Date: _____

EXHIBIT A TO ESTOPPEL CERTIFICATE

DESCRIPTION OF LEASE AND AMENDMENTS

1. [**insert description of Lease and amendments]**

EXHIBIT G

WORK LETTER

(attached)

EXHIBIT G-1

LANDLORD'S WORK

Landlord shall be responsible for the following work:

- Repair damage to the header on the exterior of the facility at the dock.
- Connect rain gutter that is disconnected at the rear dock
- Paint bollards at rear of facility and repair or replace one in front of facility
- Replace broken window at front and right side of building
- Awnings to be put in good condition either cleaned, removed or replaced
- Treat weeds behind building
- Cracks in the building to be inspected by a structural engineer and repaired as needed.
- Paint stucco and block surfaces

EXHIBIT G-2

TENANT FINISH-WORK: ALLOWANCE
(Tenant Performs the Work)

1. **Acceptance of Premises**. Except as set forth in the Lease and this Exhibit, Tenant accepts the Premises in their "**AS-IS**" condition on the Possession Date. Landlord shall be responsible at its sole cost and expense for completing, at Landlord's expense, the following (collectively "**Landlord's Work**"):

Landlord is responsible for all code compliance (including but not limited to ADA) for a) the common areas, and b) ingress/egress to the Premises. Landlord is also responsible for the following:

i. Landlord will provide Landlord's Work (as described above).

Except for the above, Tenant shall accept the Premises "AS IS" and be responsible for the remodel of the interior of the Premises.

HVAC Replacement. Part of Tenant's Work, if deemed necessary by Tenant.

Storefront Replacement. AS IS

Utilities. AS IS

Landlord's Work shall be performed in a good and workmanlike manger and in accordance with all applicable Laws. Landlord shall complete Landlord's Work in the interior on or before and on the exterior on or before July 31, 2024 (the "**Landlord Completion Deadline**"). Landlord's failure to complete the Landlord's Work by such Landlord Completion Deadline shall be an event of default hereunder and Tenant shall have all remedies available to it under the Lease.

2. **Space Plans**.

2.1 **Preparation and Delivery**. Tenant shall deliver to Landlord a space plan prepared by Tenant's design consultant (the "**Architect**") depicting improvements to be installed in the Premises (the "**Space Plans**") within ninety (90) days after the Effective Date.

2.2 **Approval Process**. Landlord shall notify Tenant whether it approves of the submitted Space Plans within FIVE (5) business days after Tenant's submission thereof. If Landlord disapproves of such Space Plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within THREE (3) business days after such notice, revise such Space Plans in accordance with Landlord's objections and submit to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Space Plans within THREE (3) business days after its receipt thereof. This process shall be repeated until the Space Plans have been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial Space Plans within FIVE (5) business days (or, in the case of resubmitted Space Plans, within THREE (3) business days) after the submission thereof, then Landlord shall be deemed to have approved the Space Plans in question. Landlord's approval of the Space Plans shall not be unreasonably withheld, conditioned or delayed; and Landlord's approval rights shall be limited to the improvements that impact the building's structure or MEP systems or are visible from the exterior of the Premises.

3. **Working Drawings**.

3.1 **Preparation and Delivery**. After the Space Plans are approved (or deemed approved) by Landlord and Tenant, Tenant shall provide to Landlord for its approval final working drawings, prepared by the Architect, of all improvements that Tenant proposes to install in the Premises; such working drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical, electrical, life safety and plumbing and any other systems of the building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable Laws and suitable for permitting and construction.

3.2 **Approval Process**. Landlord shall notify Tenant whether it approves of the submitted working drawings within TEN (10) business days after Tenant's submission thereof. If Landlord disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall revise such working drawings in accordance with Landlord's objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings within FIVE (5) business days after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Tenant and Landlord. If Landlord fails to notify Tenant that it disapproves of the initial working drawings within TEN (10) business days (or, in the case of resubmitted working drawings, within FIVE (5) business days) after the submission thereof, then Landlord shall be deemed to have approved the working drawings in question. Landlord's approval of the working drawings shall not be unreasonably withheld, conditioned or delayed; and Landlord's approval rights shall be limited to the improvements that impact the building's structure or MEP systems or are visible from the exterior of the Premises.

3.3 **Landlord's Approval; Performance of Work**. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (a) they comply with all Laws, (b) the improvements depicted thereon do not (1) adversely affect (in the reasonable discretion of Landlord) the Building Systems or structure of the building (including the Project's restrooms or mechanical rooms), or (2) affect (in the reasonable discretion of Landlord) (A) the exterior appearance of the Project, (B) the appearance of the Project's common areas, or (C) the provision of services to other occupants of the Project, and (c) such working drawings are sufficiently detailed to allow construction of the improvements and associated work in a good and workmanlike manner. As used herein, "**Working Drawings**" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "**Work**" or "**Tenant Improvements**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Project as a result of the improvements indicated by the Working Drawings. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Landlord shall, at Tenant's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Tenant shall cause the Work to be performed in accordance with the Working Drawings. **LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SPACE PLANS, THE WORKING DRAWINGS OR THE WORK (OR ANY OTHER SERVICES PROVIDED BY THE ARCHITECT, TENANT'S CONTRACTOR OR ANY OF THEIR SUBCONTRACTORS). ALL IMPLIED WARRANTIES BY LANDLORD WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THOSE OF HABITABILITY, MERCHANTABILITY, MARKETABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED. WITHOUT LIMITING THE FOREGOING, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY FAILURE OF THE WORK. LANDLORD WILL NOT BE RESPONSIBLE FOR, OR HAVE CONTROL OR CHARGE OVER, THE ACTS OR OMISSIONS OF THE ARCHITECT OR ITS AGENTS OR EMPLOYEES. LANDLORD IS NOT ACTING AS A CONTRACTOR AND IS NOT GUARANTEEING THE SPACE PLANS, THE WORKING DRAWINGS OR THE WORK, TENANT'S SOLE RECOURSE WITH RESPECT THERETO BEING THE PURSUIT OF TENANT'S REMEDIES UNDER THE WARRANTIES CONTAINED IN TENANT'S CONSTRUCTION CONTRACT OR IN TENANT'S ARCHITECT'S AGREEMENT.** Upon written approval of the Working Drawings from Landlord, Tenant will submit such approved plans to the City within five (5) business days.

4. **Change Orders**. Tenant may initiate changes in the Work. To the extent such change affects the building structure or systems, or is visible from the exterior of the Premises, such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

5. **Definitions**. As used herein "**Substantial Completion**", "**Substantially Completed**", and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Tenant) in accordance with the Working Drawings. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

6. **Walk-Through; Punchlist**. When Tenant considers the Work in the Premises to be Substantially Completed, Tenant will notify Landlord and within THREE (3) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Tenant shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within SIXTY (60) days after agreement thereon.

7. **Costs**. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly execute a work order agreement which identifies such drawings and itemizes the Total Construction Costs. As used herein, "**Total Construction Costs**" means the entire cost of performing the Work, including design of and space planning for the Work and preparation of the Working Drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, standard building directory and suite tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by Law. Except for the TIA to be paid by Landlord as described below, Tenant shall be responsible for the Total Construction Costs.

8. **Construction Allowance**. In addition to the Landlord's Work, Landlord shall reimburse Tenant for the Tenant Improvements in the amount of [*****] per square foot in the Premises. Landlord shall pay the Tenant improvement allowance ("**TIA**") to Tenant incrementally on a draw basis as follows. The draws shall be paid to Tenant within ten (10) days after the each of the following construction milestones: (i) 50% of TIA upon Tenant's completion of 50% of Tenant Improvements and submission of partial lien waivers, (ii) 50% of TIA upon completion of 100% of Tenant Improvements and receipt of Certificate of Occupancy (or similar instrument).

9. **Construction Representatives**. Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: *TCP Realty Services, LLC*
Rubin Kremling
500 North Akard, Suite 3240
Dallas, Texas 75201
713 805-8030
rkremling@tcprealty.com

Tenant's Representative: KAMADA PLASMA
c/o Jonathan Ward, Director Facilities and Construction
221 River Street
9th Floor
Hoboken, New Jersey 07030
512-450-8929
jonathanw@kamadaplasma.com

10. **Time of the Essence**. Time is of the essence of this Workletter.

EXHIBIT H

EXCLUSIVE AND PROHIBITED USES IN PROJECT

[*****]

Exhibit I

GUARANTY

FOR VALUE RECEIVED and in consideration of, and as an inducement for the execution and delivery of the within Lease of even date by and between **TCP LAS PALMAS PARTNERS, LTD.**, a Texas limited partnership (the "**Landlord**"), and **KAMADA PLASMA, LLC**, a Delaware limited liability company d/b/a Kamada Plasma, for certain premises at 803 Castroville Rd., San Antonio, Texas 78237 (the "**Tenant**"), the undersigned, **KAMADA, LTD**, an Israeli corporation of 2 Holzman St., Rehovot, 7670402, Israel (the "**Guarantor**"), hereby guarantees to Landlord, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent and all other obligations of Tenant, including, but not limited to, any and all other sums and charges payable by Tenant or the then-holder of the Tenant's interest under the lease agreement between Landlord and Tenant dated [_] (the "**Lease**") including Tenant's heirs, executors, administrators, successors, assigns (subject to the terms of the Lease), or by operation of law or other transfer, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant under the Lease; and Guarantor hereby covenants and agrees to and with Landlord that if a default shall at any time be made by Tenant, in the payment of the Rent and/or any other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, after the expiration of applicable notice and cure periods, Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord, and any arrears thereof, and shall, and will, forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The Lease is incorporated herein by reference; and unless specifically defined herein, all capitalized terms used in this Guaranty shall have the same meaning as the capitalized terms in the Lease.

This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty and shall continue to apply for five (5) years commencing on the date hereof with a twelve (12)-month rolling guarantee thereafter, through all amendments, modifications, renewals and/or extensions of the Lease. The liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment (subject to the terms of the Lease), subletting, merger, or other transfer of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Landlord and Tenant, or by reason of an extension of time that may be granted by Landlord to Tenant, or by reason of any dealings or transactions between Landlord and Tenant, whether or not notice thereof is given to Guarantor.

All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

This Guaranty shall be construed in accordance with the laws of the State of Texas. Provided Tenant has performed all of Tenant's covenants and obligations under the Lease and Guarantor has performed all of Guarantor's covenants and obligations under this Guaranty, then effective on the sixth anniversary of the Rent Commencement Date, Guarantor's liability under this Guaranty shall be limited to: an amount equal to twelve months' of Rent and additional obligations of Tenant based upon the prevailing rates at the time of demand; plus all interest and late fees on any past due amount owed to Landlord pursuant to the Lease; plus all collection costs incurred by Landlord in enforcing the Lease and/or this Guaranty, including without limitation attorneys' fees and expenses.

This Guaranty may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart. The signature pages taken from separate individually executed counterparts of this Guaranty may be combined to form multiple fully executed counterparts; and the delivery (i.e., the transmission by either party) of his, her or its signature on an original or any copy of this Guaranty (1) in electronic photostatic format (e.g., .pdf or .tiff file extension name) or similar format as an attachment to electronic mail ("email"), or (2) via electronic signature technology (e.g., DocuSign) shall be deemed to be the delivery by such party of his, her or its original signature hereon (and shall be treated in all respects as having the same effect as delivery of an original, so-called "wet ink" signature). All executed counterparts of this Guaranty shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

GUARANTOR:

KAMADA, LTD, an Israeli corporation

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 4.43

LEASE AGREEMENT

This lease (the "Lease") is made as of March 7, 2023, 2:41 PM EST (the "Effective Date") by and between **BRIXMOR HOLDINGS 12 SPE, LLC**, a Delaware limited liability company ("Landlord"), and **KAMADA PLASMA, LLC**, a Delaware limited liability company ("Tenant").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Landlord and Tenant agree as follows:

1. Basic Lease Provisions. Wherever used in this Lease, the following terms shall have the meanings indicated, and where appropriate, constitute definitions of the same.

   (a) Shopping Center: Northshore West located at 1122-1258 Uvalde, Houston, Texas 77015 (Building Unit: #303301).

   (b) Premises: Unit #01 consisting of approximately 12,000 square feet. To the best of Landlord's knowledge, without investigation, the Premises address is 13311 East Freeway, Houston, Texas 77015, and is subject to Tenant's independent verification. The Premises and the Shopping Center are shown approximately on Exhibit "A" attached hereto. Tenant understands that it must verify specific address requirements of any governmental licensing or permitting authority and confirm that the Premises' unit and street address are correct and meet said governmental authority's requirements, prior to applying for any license or permits.

   (c) Landlord's Notice Address: Brixmor Holdings 12 SPE, LLC, % Brixmor Property Group, 450 Lexington Avenue, Floor 13, New York, NY 10017, Attention: General Counsel; with a copy to Brixmor Property Group, 1525 Faraday Avenue, Suite 350, Carlsbad, CA 92008, Attention: VP, Legal Services.

   (d) Tenant's Notice Address: Kamada Plasma, LLC, 221 River St, 9th Floor, Hoboken, NJ 07030, Attention: Jonathan Ward; Telephone: 512-450-8929; With a copy by email to: jonathanw@kamadaplasma.com.

   (e) Trade Name: Tenant shall operate under the trade name "Kamada Plasma"; and not change it without Landlord's consent such consent not to be unreasonably withheld, conditioned or delayed.

   (f) Guarantor: KAMADA, INC., a Delaware corporation.

   (g) Permitted Use: Subject to the Shopping Center Exclusives and Restrictions attached hereto as Exhibit E, Tenant shall use and occupy the Premises solely for the purpose of a blood plasma donation center for the screening and registration of donors and the collection and storage of blood plasma, including all incidental, related, and necessary elements and functions of other recognized blood plasma collection disciplines which may be necessary or desirable, including the sale of blood plasma, and for no other use, business, or purpose. The parties acknowledge and agree that the Shopping Center's other occupants are commercial in nature and therefore, it is imperative that their business operations are not disrupted due to Tenant's operations within the Premises. Therefore, Tenant shall provide a sufficient waiting area within the Premises for its donors so as to discourage any loitering outside of the Premises by Tenant's donors. In the event Landlord notifies Tenant in writing of Tenant's donors loitering in front of the premises of other occupants of the Shopping Center more than six (6) times during any twelve (12) month period, upon Tenant's receipt of the sixth (6th) such notice, Tenant, at Tenant's sole cost and expense, shall employ a security officer for a period of six (6) months to patrol the Common Facilities located adjacent to the Premises during Tenant's hours of operation within the Premises. At the expiration of the six (6) months, Tenant's obligation to employ a security officer shall terminate, subject to Landlord's right to provide notices of donors loitering and again require employment of a security officer pursuant hereto (after Tenant's failure to remedy the loitering after receiving a 6th such notice in a twelve (12) month period).

   (h) Term: The Term shall commence on the date Landlord makes the Premises available to Tenant (the "Possession Date"), which Possession Date is estimated to be approximately 90 days from the Effective Date of this Lease and terminate on the last day of the month in which the 10th anniversary of the Rent Commencement Date occurs. As used in this Lease, "Term" means the initial term of this Lease together with any option periods, extensions, or renewals thereof; and the "Expiration Date" shall that mean the last day of the Term.

(i) Rent Commencement Date: The earlier to occur of: (i) the 120th day from and including the date Tenant receives its Permits to construct the Premises as set forth in Section 15(a); or (ii) the date the Premises are opened for business; provided, however, the Rent Commencement Date shall not occur until the Landlord's Work is completed and accepted by Tenant in Tenant's reasonable discretion within 7 days after the receipt of notice that the Landlord's Work is completed.

(j) Minimum Rent: The Minimum Rent during the Term shall be payable by Tenant to Landlord in monthly installments beginning on the Rent Commencement Date and on the first day of each calendar month thereafter, in advance, as follows:

INITIAL TERM

From Month	To Month	Psf	Monthly Minimum Rent	Annual Minimum Rent
1	60	[*****]	[*****]	[*****]
61	120	[*****]	[*****]	[*****]

FIRST OPTION TERM

From Month	To Month	Psf	Monthly Minimum Rent	Annual Minimum Rent
1	60	[*****]	[*****]	[*****]

SECOND OPTION TERM

From Month	To Month	Psf	Monthly Minimum Rent	Annual Minimum Rent
1	60	[*****]	[*****]	[*****]

Month 1 shall mean the period from the Rent Commencement Date through the last day of the first full calendar month immediately following the Rent Commencement Date.

(k) Percentage Rent: None.

(l) Additional Rent:

(1) Initial Monthly Operating Expense Payment: [*****] per month ([*****] per square foot).

(2) Initial Monthly Tax Payment: [*****] per month ([*****] per square foot).

(3) Initial Monthly Insurance Payment: [*****] per month ([*****] per square foot).

(4) Initial Monthly Security Payment: [*****] per month ([*****] per square foot).

(m) Security Deposit: [*****].

(n) Rent Deposit: Subject to collection, Landlord acknowledges receipt of a rent deposit of [*****]. The Rent Deposit will be credited to the first full month's installment of Rent (as defined in Section 4).

(o) Tenant's Percentage: A fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of the constructed leasable area of the Shopping Center (whether leased, vacant, or occupied), which is deemed to be 132,218 square feet, for a Tenant's Percentage equal to 11.02%. All measurements of the Premises and other space in the Shopping Center shall be made from the outside of the exterior walls and from the center of interior walls. Tenant's Percentage may be adjusted from time to time as the square footage of the Premises or the Shopping Center changes; provided, however, in no event shall any remeasurement or adjustment occur during the Initial Term.

(p) Broker: Tenant represents and warrants that, except for CBRE, there are no claims for brokerage commissions or finders' fees in connection with this Lease. Tenant shall indemnify Landlord against and hold it harmless from all liabilities arising from any such claim by any broker or finder. Landlord represents and warrants that, except for CBRE, there are no claims for brokerage commissions or finders' fees in connection with this Lease. Landlord shall indemnify Tenant against and hold it harmless from all liabilities arising from any such claim by any broker or finder. Landlord shall compensate CBRE directly per the terms of a separate written agreement.

2. Delivery and Premises Condition. Landlord leases to Tenant and Tenant rents from Landlord the Premises for the Term excepting and reserving to Landlord the roof, any space above the finished ceiling and below the finished floor of the Premises, the exterior walls, and the land upon which the Premises is located. Subject to the terms of this Lease, Landlord's grant includes the non-exclusive license to use the Common Areas (as defined in Section 19). Tenant shall take possession of the Premises on the Possession Date. Except for Landlord's Work set forth on Exhibit "B" attached and incorporated hereto, Tenant accepts the Premises in their "AS-IS" / "WHERE-IS" condition without any representation or warranty from Landlord as to the fitness thereof for Tenant's use and occupancy, except as follows: Landlord shall deliver the Premises, inclusive of the Landlord Work, and all HVAC, shall be in good working order and condition.

3. Minimum Rent. Tenant shall pay to Landlord the Minimum Rent, without prior demand or invoice and without any offset or deduction except as set forth in this Lease, on or before the first day of each month during the Term, in advance, at the address designated by Landlord in writing. Tenant's obligation to pay Minimum Rent shall commence on the Rent Commencement Date. Starting with the first day of the month after Landlord has sent Tenant the set-up instructions to Tenant's email address set forth in Section 1(d), Tenant shall make all Rent payments via the online payment portal. Minimum Rent shall be prorated for any partial month at the beginning or end of the Term.

4. Additional Rent and Rent. In addition to Minimum Rent, all other payments to be made by Tenant to Landlord under this Lease shall be additional rent ("Additional Rent"), whether or not designated as such. Landlord shall have the same remedies for the failure to pay Additional Rent as Landlord has for a non-payment of Minimum Rent. Tenant's obligation to pay Additional Rent shall commence on the Rent Commencement Date and (unless otherwise stated in this Lease), Additional Rent shall be due and payable within 30 days after written demand therefor. Additional Rent shall be prorated for any partial month at the beginning or end of the Term. "Rent" means Minimum Rent, Percentage Rent (if any), and Additional Rent, individually or in the aggregate. Tenant's covenant to pay Rent is an independent covenant of Tenant and the payment thereof shall not be subject to any withholding, offset, or deduction of any kind except as set forth in this Lease. Landlord may apply any Rent payment towards any debt or obligation of Tenant without regard to Tenant's instructions. No endorsement or statement made on any check or any communication accompanying such payment shall constitute an accord and satisfaction; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other available remedy.

5. Re-occurring Additional Rent Payments.

   (a) Operating Expense Payment. The Operating Expense Payment initially shall be the amount set forth in Section 1(l)(1) and shall increase by three percent on the 12th month anniversary of the Rent Commencement Date and each 12 month anniversary thereafter.

   (b) Real Estate Taxes. "Taxes" (*a/k/a* "Real Estate Taxes") means all real estate taxes, fees, betterments and assessments (including special assessments), payments in lieu of taxes and assessments, and both ad valorem and non-ad valorem taxes, however the same may be designated, levied, assessed, or imposed at any time by any governmental authority upon or against the Premises, land, and/or buildings of the Shopping Center; and any fees, assessments, or charges imposed by governmental authorities. Any tax upon the land and/or buildings of the Shopping Center or other tax levied or imposed by any taxing authority in lieu of the present method of real estate taxation shall be deemed to be Taxes. Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Taxes. "Tenant's Share of Taxes" means Taxes multiplied by Tenant's Percentage. In addition, Tenant shall pay the full amount or allocable amount of any other tax or assessment chargeable directly or indirectly to, or calculated by reference to, the Premises or Tenant's use of the Premises. If the taxing authority changes the prevailing method of taxation, such new method still shall constitute "Taxes" for purposes hereof. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Landlord may contest any and all Taxes, including prosecuting any applicable tax certiorari proceeding; and Taxes shall include the reasonable costs of such contest, including all legal fees, tax consultants, appraisal fees, mediation fees, and court costs.

   (c) Insurance Payment. Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Insurance Costs. "Tenant's Share of Insurance Costs" shall mean the costs and expenses of every kind and nature paid or incurred by Landlord to procure and maintain commercially reasonable insurance for the Shopping Center (collectively, the "Insurance Costs") multiplied by Tenant's Percentage. The Initial Monthly Tax Payment shall be the amount set forth in Section 1(l)(3).

   (d) Security Cost Payment. Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Security Costs. "Tenant's Share of Security Costs" shall mean the costs and expenses of every kind and nature paid or incurred by Landlord to provide security services to the Common Areas (collectively, the "Security Costs") multiplied by Tenant's Percentage. The Initial Monthly Tax Payment shall be the amount set forth in Section 1(l)(4).

6. Reconciliation Statements. The Operating Expense Payment is an agreed-upon contribution towards the Shopping Center's operating expenses and, except for Taxes, Insurance Costs, and Security Costs, there will be no reconciliation of the Shopping Center's actual operating expenses. Within a reasonable time after the end of each fiscal year, Landlord shall furnish to Tenant a written statement or statements showing: (i) the total amount of Taxes, Insurance Costs, and Security Costs paid or incurred by Landlord during such period; (ii) Tenant's Share of such cost (*i.e.*, Tenant's Percentage multiplied by said costs); and (iii) the credit or balance due. Tenant shall pay any balance due to Landlord within 30 days after receipt of such statement; and Landlord shall credit any overpayment to Tenant's account against the next installment(s) of Tenant's Share of such cost. At the end of each fiscal year, Landlord may adjust Tenant's monthly payment to equal one-twelfth of Tenant's Share of Taxes, Insurance Costs, and Security Costs as estimated by Landlord in accordance with this Lease for the forthcoming year. Until the issuance of the reconciliation statement referenced herein, Tenant shall pay the initial amounts set forth in Section 1(l) on account of Tenant's Share of Taxes, Insurance Costs, and Security Costs. Near or at the end of the Term, Landlord will render a final (or estimated final) statement to Tenant for all Rent accruing through the Expiration Date ("Final Reconciliation Statement"); provided, however, in no event may Landlord increase the amounts owed by Tenant for Taxes, Insurance Costs and/or Security Costs for any period prior to the final year of the Term. Tenant shall pay any balance due on the Final Reconciliation Statement by the 30th day from receipt thereof; and Landlord shall refund any balance owed within 30 days after sending the Final Reconciliation Statement.

7. Taxes on Rentals, Personal Property Taxes, and Taxes on Leasehold. If the Shopping Center is located in a jurisdiction that presently or in the future imposes a sales tax or other tax on Rent, Tenant shall pay the tax assessed by such taxing authority, simultaneously with each payment of Rent, when due to Landlord. Tenant shall be responsible for, and shall pay before delinquency, all taxes assessed against any leasehold interest or improvements, alterations, fixtures, and/or personal property of any kind owned by or placed in, upon or about the Premises by Tenant, whether such taxes are assessed against Landlord or Tenant.

8. Late Fee, Interest, and Returned Check Fee. If Tenant does not make any Rent payment by the [*****] business day from and including its due date (a "late payment"), then a late fee of [*****] for each dollar overdue shall become immediately due to Landlord (the "Late Fee"). In addition, all late payments shall bear interest at rate of nine percent per annum. If any check from Tenant is not honored by Tenant's bank, then Tenant shall pay an administrative charge of [*****] per dishonored check. The parties stipulate that the Late Fee, interest payment, and check-dishonored fee constitute a fair and reasonable estimate of the damages incurred by Landlord, which actual damages are impractical to ascertain.

9. Security Deposit.

   (a) Subject to collection, Tenant has deposited with Landlord the Security Deposit set forth in Section 1(m). Landlord shall hold the Security Deposit, without liability for interest, as security for performance by Tenant of all of Tenant's obligations under this Lease. Landlord may apply the Security Deposit (or any part thereof) for: (i) any unpaid and past due Rent; (ii) any sum expended by Landlord on Tenant's behalf due to a default under this Lease; (iii) any expenses/damages incurred by Landlord by reason of Tenant's default and/or breach; and/or (iv) any final balance owing to Landlord pursuant to the Final Reconciliation Statement (*See*, Section 6). Should Landlord apply all or any portion of the Security Deposit, Tenant shall remit to Landlord an amount sufficient to restore the Security Deposit to its original balance within [*****] days of demand therefor by Landlord. Provided Tenant shall not default under this Lease beyond applicable notice and cure periods, then Landlord shall return the Security Deposit (or any remaining balance thereof) to Tenant, within [*****] days after the later to occur of: the Expiration Date; the date upon which Tenant has surrendered the Premises in the condition required by this Lease; or the issuance of the Final Reconciliation Statement. Landlord's return of the Security Deposit to the then-holder of Tenant's interest under this Lease (according to Landlord's books and records) shall relieve Landlord from all further obligation and liability to Tenant with regard thereto. In the event of a transfer of Landlord's interest in the Premises, Landlord shall transfer the Security Deposit to said transferee and upon such transferee's assumption of this Lease including the Security Deposit, Landlord shall be relieved from all further obligation and liability to Tenant for the Security Deposit.

   (b) Notwithstanding anything to the contrary in this Section 9(a), provided that Tenant is not then in default in the performance of any term, covenant, condition or agreement provided for in this Lease beyond applicable notice and cure periods, commencing on the first anniversary of the Rent Commencement Date, Landlord agrees to apply [*****] and [*****] Dollars [*****] of the Security Deposit, at a rate of [*****] and [*****] Dollars [*****] per year on each anniversary of the Rent Commencement Date toward Rent, until depleted. For the avoidance of doubt, the remaining [*****] Dollars and [*****] shall be returned to Tenant in accordance with the provisions of Section 9(a) of this Lease.

10. Tenant's Covenant to Open and Operate. Tenant shall open for business under the Trade Name within [*****] days of the Rent Commencement Date and thereafter be fully fixtured, stocked, and staffed during the Shopping Center's hours of operation. If Tenant fails to open within the time specified herein and thereafter operate, then, in addition to Landlord's rights and remedies under Section 29, Minimum Rent shall increase by [*****] for the period commencing on the [*****] day after the Rent Commencement Date and ending on the day Tenant opens/reopens for business, which Tenant stipulates is a fair and reasonable estimate of Landlord's damages given the impact on the Shopping Center. Tenant shall use only such space in the Premises for office, clerical or other non-selling purposes as is reasonably required. Tenant shall display, sell, and advertise only first-quality merchandise; and store/stock only such goods as Tenant intends to sell from the Premises. Tenant shall not conduct any sales or promotions other than in the ordinary course of the Tenant's regular business operations, including any auction, fire, bankruptcy, store closing, "lost our lease," or going out of business sale. Tenant shall not solicit any business nor distribute any advertising matter in the parking lot or other Common Areas. Tenant shall abide by the Shopping Center rules and regulations promulgated by Landlord. Landlord's consent to Tenant's Permitted Use shall not constitute a representation or warranty by Landlord that such use is lawful or permitted. Tenant shall not perform any acts or carry on any practice that (i) would violate the rights of any other tenants in the Shopping Center, including any exclusive, restriction, or restrictive covenant affecting the Shopping Center, (ii) cause, or may cause, any noise, music, or odors to emanate from the Premises, (iii) cause damage to the Shopping Center, or (iv) be a nuisance, disturbance, or menace to Landlord, the other tenants, or the public.

    Notwithstanding anything contained herein to the contrary, if Tenant ceases operating a business at the Premises for [*****] consecutive days or more during the Term, subject to Permitted Closures, and if such cessation continues for more than [*****] days after Landlord's written notice thereof to Tenant, then at any time thereafter for so long as such cessation continues, Landlord shall have the right to terminate the Lease by written notice given to Tenant. The termination notice shall state the date of termination and the Lease shall terminate on such date as if that was the originally fixed expiration date of the Term. If Landlord has given Tenant a Construction Allowance and/or paid a commission to a Broker, then Tenant shall pay Landlord the unamortized amount(s) calculated on a straight-line basis over the Lease Term as of the termination date pursuant to this provision.

11. Competing Operations. Tenant (either directly or through an affiliate, subsidiary or related person or entity) shall not open another store for a competing business within a radius of two miles from the outside boundary of the Shopping Center measured in a straight line without reference to road mileage.

12. Sales Reporting. Intentionally deleted.

13. Utilities. Tenant shall apply for and pay for all utilities used at the Premises together with all connection fees, tap fees, taxes and/or other charges levied thereon. If any utility is measured by a master meter, then Tenant shall pay Landlord for Tenant's utility consumption within 30 days of receipt of Landlord's invoice. Tenant shall submit to Landlord such data with respect to Tenant's consumption of electricity, gas and water in the Premises (if electricity, gas and water are separately metered) within 30 days after the end of each calendar quarter during the Term after written request by Landlord. Landlord may designate the electrical service provider for the Shopping Center; and Tenant shall contract for electrical service for the Premises either with the Landlord or, at Landlord's option, directly with Landlord's designated service provider. In addition, Landlord may, subject to applicable law, install systems and equipment in the Shopping Center that will generate alternative or renewable energy and/or recycled water and/or obtain the same from third party vendors for consumption in the Shopping Center, including the Premises. Landlord may install equipment (including sub-meters) and other appurtenances in and around the Shopping Center and the Premises to cause alternative/ renewable energy and/or recycled water to be furnished to the Shopping Center. If Landlord designates or changes a service provider, Tenant shall cooperate with Landlord or Landlord's service provider, including, providing access (at reasonable times and upon reasonable notice) to the electric lines, feeders, risers, wiring, and related equipment within the Premises. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission, and/or distribution services. In such event, Tenant shall purchase and pay for the same either directly to the supplier or, at Landlord's option, as Additional Rent. Landlord may charge Tenant for the cost of electric service to the Premises as a single charge or divided into and billed in a variety of categories such as distribution charges, transmission charges, generation charges, public good charges, or other similar categories. Landlord may aggregate the electrical service for the Premises and other premises within the Shopping Center, purchase electricity for the Shopping Center, including the Premises, through a broker and/or buyers group, and change the providers and manner of purchasing electricity from time to time. Landlord may discontinue supplying such utility service(s) upon prior notice to Tenant sufficient for Tenant to obtain replacement service. Landlord shall be entitled to receive a commercially reasonable utility management fee (if permitted by law) for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for the generation of electricity to the Shopping Center. In addition, if Landlord bills Tenant directly for the cost of electrical service to the Premises, the cost of electrical service may include (if permitted by law) a [*****] administrative fee to reimburse Landlord for the cost of reading meters, preparing invoices, and related costs. If not installed, but separate metering is available for any utility, Landlord may install such separate meter at Tenant's expense, which expense, plus an administrative fee of [*****] shall be amortized over 12 months and paid as Additional Rent but in no event shall Landlord install a separate meter within the last 12 months of the Term. Except to the extent of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any loss, damage, or expense that Tenant may sustain or incur because of any interruption, failure, interference, change, or defect in the supply or character of utilities furnished to the Premises.

14. Trash Removal. Tenant shall pay directly to the service provider for the cost of trash collection and disposal from the Premises and related recycling services. Tenant shall use the trash hauling service designated by Landlord for the Shopping Center.

15. Tenant's Work.

(a) Tenant shall complete all work to prepare the Premises for Tenant's use and occupancy, at Tenant's sole cost, in accordance with the plans and specifications approved by Landlord ("Tenant's Work"), which shall specifically include, but not be limited to, slab work and the installation of a sprinkler system with the riser room located within the Premises, rooftop mechanical equipment for Tenant's freezer, rooftop HVAC system and rooftop satellite dishes, if any, subject to the Satellite Dish or Antenna requirements in Paragraph 52 below. Tenant shall have access to the rooftop of the Premises without being charged a rooftop access fee by Landlord. Tenant shall equip the Premises with all furniture, fixtures, and equipment necessary for the operation of Tenant's business. Within 20 days from and including the Effective Date, Tenant shall submit to Landlord for approval, complete construction plans and specifications, prepared by licensed architects and engineers previously approved in writing by Landlord, describing Tenant's Work in CAD file format. Tenant shall not commence any construction in the Premises until Landlord has approved Tenant's plans such approval not to be unreasonably withheld, conditioned or delayed. Within five business days from and including the date Landlord approves Tenant's plans, Tenant shall use commercially reasonable efforts to apply for all permits, approvals, and licenses necessary for Tenant to perform Tenant's Work and operate Tenant's Permitted Use in the Premises (the "Permits"). Tenant thereafter shall pursue approval of the Permits with all continuity, diligence, and dispatch. Tenant shall provide Landlord with copies of all permit applications and other government filings contemporaneous with submitting the same to the applicable governmental authority. Landlord shall provide full reasonable cooperation to Tenant with applicable authorities in connection with obtaining and renewing any permits, and any reporting requirements for the operation of Tenant's business. If the Permits are not issued by the 150th day from and including the Effective Date of this Lease, then Landlord may, upon notice to Tenant, elect either to (i) terminate this Lease at any time thereafter; or (ii) pursue any such open permit on Tenant's behalf at Tenant's cost for a period of sixty (60) days; and Tenant shall cooperate with Landlord in such efforts; provided, however, in the event Landlord is unable to obtain the Permits during such 60 day period, Tenant may terminate this Lease, after expiration of the 60 day period. Once the Permits are available to be picked-up, Tenant promptly shall pick-up such Permits, retain a contractor, commence and complete Tenant's Work, obtain a certificate of occupancy, and open for business. Upon receipt of Tenant's permits, Tenant shall retain a contractor, commence and complete Tenant's Work, obtain a certificate of occupancy, and open for business as set forth in this Lease. For Construction Allowance, *See*, Rider Section 47.

(b) The following shall apply whenever Tenant is performing work in/at the Premises, including Tenant's Work: Tenant shall not perform any other work in or outside the Premises during the Term without Landlord's consent such consent not to be unreasonably withheld, conditioned or delayed. All work shall be performed in a good and workmanlike manner and in compliance with applicable laws, building codes, and safety standards/regulations. Tenant shall pursue completion of such work with all continuity, diligence, and dispatch. Landlord shall have the right to enter the Premises at reasonable times to inspect Tenant's work. Landlord's approval of any plans and consent to perform the work described therein shall not constitute an agreement that such plans or work conform to applicable legal requirements. Tenant shall not install any equipment that will exceed the capacity of any utility. Tenant may retain only licensed and insured contractors approved by Landlord who shall comply with Landlord's Contractor's Rules and Regulations; provided however, Tenant's critical vendors are attached hereto as Exhibit D and are hereby approved by Landlord. Within 60 days of completing Tenant's Work, Tenant shall send Landlord a (1) copy of Tenant's certificate of occupancy (temporary, if applicable) and (2) set of as-built drawings of the Premises in CAD file format. Tenant promptly shall procure the cancellation or discharge of all notices of violation arising from Tenant's work. Tenant promptly shall pay all contractors and materialmen for Tenant's work; and procure, at Tenant's expense, the satisfaction or discharge of record of all liens and encumbrances within 30 days after Tenant's receipt of notice of the filing thereof. In the event Tenant fails to respond to Landlord within 5 business days, Landlord may, at its option, bond, or pay-off the lien or claim amount without inquiring into the validity thereof; and Tenant shall reimburse Landlord for Landlord's expenses incurred to discharge said lien (including reasonable attorney's fees) and an administrative charge of [*****]. Landlord may post at the Premises notices of non-responsibility, or such other notices that under applicable law will preclude the filing of a mechanic's lien. Tenant will indemnify Landlord and save Landlord harmless from and against all claims, actions, suits at law or equity, judgments, expenses, damages, costs, liabilities, fines, and debts in connection, arising from or in any way related to: any injury, loss, or damage arising from any of Tenant's work, including any labor strife (including legal fees and/or private security expenses) and any mechanic's and other liens and encumbrances filed in connection with Tenant's work (including Landlord's reasonable legal fees).

(c) With respect to Tenant's Work and any future work performed by Tenant during the Term, Tenant shall comply with the rules and regulations of the Texas Architectural Barriers Department of the Texas Department of License and Regulation ("TDLR") regarding compliance with the Americans With Disabilities Act of 1990, as amended and modified. Tenant's obligations hereunder shall extend to the Premises and any work in the Common Areas triggered by such Tenant work. In the event that the cost to perform such Tenant work exceeds [*****], then within thirty (30) days of completing of such Tenant's work, Tenant shall obtain an inspection report of the Premises and the Common Areas within the immediate vicinity thereof from a certified accessibility specialist to confirm Tenant's compliance herewith (the "TDLR Report"). Tenant shall use the Shopping Center's designated certified accessibility specialist [*****] (the "Center CAS") to conduct the TDLR inspection. In the event that Tenant does not use Center CAS, Tenant shall be liable for all costs and expenses to render the Premises, Common Areas, and any other parts of the Shopping Center in compliance with TDLR Report, including the costs incurred to obtain a TDLR compliance certificate. Tenant shall provide Landlord with a copy of the TDLR Report promptly upon Tenant's receipt. Within sixty (60) days from the date of the TDLR Report, Tenant will correct any non-compliance issues identified in the TDLR Report in the Premises in the manner required by the TDLR Report. Landlord will correct any non-compliance issues in the Common Area identified in the TDLR Report in the manner required by the TDLR Report and Tenant shall reimburse Landlord for the reasonable out-of-pocket costs incurred in connection therewith plus a [*****] construction management fee.

(d) Notwithstanding the foregoing, Tenant shall have the right to make, without Landlord's consent, non-structural Alterations to the Premises which do not exceed in cost [*****] in the aggregate during each Lease Year or alterations that are of a cosmetic nature such as painting, wallpapering and carpeting, or involves redecorating the interior of the Premises; is not visible from outside the Premises; will not affect the systems or structure of the Premises, including work to be performed inside the walls or above the ceiling of the Premises. In addition, in the event the FDA, MHRA, or any other regulatory or governmental agency requires any alterations to the interior of the Premises for the continued operations of Tenant's business, then Tenant shall be permitted to make such alterations to the interior of the Premises with prior notice to, but without consent of, Landlord.

16. Signage. Before opening, Tenant shall purchase an identification sign and install it above the Premises entrance. Prior to installing any sign, Tenant shall submit a proposed signage rendering (in a form suitable for applying for any required permits and approvals) showing, at a minimum, the placement of such signage on a picture of the actual storefront with the proposed dimensions thereof and the proposed method of installation ("Sign Package") for Landlord's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. All signs, awnings, and canopies shall comply with all applicable laws and codes (without the need for a variance); and the Landlord's sign criteria. Except for Tenant's storefront sign, Tenant shall not install or maintain any other sign, awning, or canopy in or outside the Premises or in the Shopping Center. Landlord acknowledges that Tenant shall be permitted to have a double-sided sign panel on two (2) of the Shopping Center pylon signs pursuant to the signage criteria attached hereto on Exhibit C and in the locations depicted on Exhibit C attached hereto, pursuant to a separate agreement between Landlord and Tenant.

17. Repairs. Landlord, at its sole cost and expense, shall keep the foundations, concrete slab, parking areas, and structural portions of the outer walls of the Premises and the Common Areas in good repair and condition, including replacement when necessary. Landlord, subject to reimbursement as an Operating Expense Payment, shall keep the roof and roof membrane of the Premises, parking areas and, the Common Areas in good repair and condition, including replacement when necessary. Except as set forth above, Landlord shall not be required to make any other repairs of any kind upon the Premises. Tenant shall, at Tenant's cost and expense, make all other repairs and replacements to the Premises including the fixtures, equipment (including the heating, ventilation and air conditioning equipment and system exclusively serving the Premises ("HVAC")), and utility lines (*e.g.*, electrical, gas, plumbing, and sewage facilities/lines) exclusively serving the Premises up to the point of connection to the main line(s), as well as cages for utility boxes. In addition, Tenant shall keep the Premises in a clean, sanitary, and attractive condition. Tenant shall keep in effect an HVAC maintenance agreement, with a contractor approved by Landlord provided however the vendors listed on Exhibit D attached hereto are hereby approved by Landlord, which agreement shall require, at a minimum, quarterly visits during the Term followed by a written HVAC condition report with a copy sent to Landlord. If after notice, Tenant fails to make any repair or replacement as required by this Lease, Landlord may, in addition to any other rights it may have under this Lease, make such repairs or replacement on Tenant's behalf at Tenant's cost. In such event, Tenant shall reimburse Landlord for Landlord's actual out of pocket costs within 30 days after demand therefor plus a [*****] administrative fee.

18. Access. Landlord may enter the Premises at reasonable times and upon reasonable prior written notice to make repairs, perform regular maintenance, make inspections, and, during the last 6 months of the Term, show the same to prospective tenants, purchasers, and other parties. If the Premises contain means of access to the roof, basement, or electrical/riser room, Landlord may enter the Premises at reasonable times and upon reasonable written notice to gain access thereto. In the case of an emergency, Landlord may enter the Premises without notice to Tenant and without Tenant being present. Landlord shall be liable for all loss, damage, or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the grossly negligent or intentional act of Tenant or its contractors, agents, employees or licensees. Landlord and its representatives shall use commercially reasonable efforts to avoid interfering in Tenant's ongoing business operations during any such entry. Tenant shall have the right to have a representative accompany Landlord during any such entry.

19. Common Areas. "Common Areas" mean all areas of the Shopping Center made available by Landlord for the common use of Landlord, tenants, and any other persons having rights thereto (by easement or grant) and their respective customers and invitees, including the improvements, equipment, parking areas, and facilities located thereon or used in connection with the operation thereof. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord may change the Common Areas, add to the Common Areas, and/or subtract from the Common Areas, including changing, reconfiguring, or relocating the various entrances, curb cuts, access/services roads, and/or parking areas so long as access to the Premises is not materially or adversely impeded. Landlord may dedicate portions of the Common Areas for commercial uses and tenant/customer amenities, including permitting the temporary use of portions thereof and the installation of signs, storage units, cart corals, ATMs, cell towers, billboards, electric vehicle charging stations, and similar hardware/equipment. Tenant shall not solicit any business nor distribute any advertising matter in the parking lot or other Common Areas.

20. Compliance With Laws. This Lease and the rights and obligations of the parties hereunder shall be governed by the laws of the state in which the Shopping Center is located (the "State"). From and after the Possession Date, Tenant, at its own cost and expense, shall comply with all laws, including all orders and regulations now or hereafter in effect, including the Americans with Disabilities Act (the "ADA"). Tenant represents that neither Tenant, nor the principals, officers, partners, and/or members of Tenant: (i) are identified on any U.S. Government or other government list of prohibited or restricted parties, including, the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury, or (ii) are owned or controlled by or acting on behalf of a party on any such list.

21. Environmental Compliance. Landlord and Tenant each shall comply with all applicable federal, state, and local laws, rules, orders, regulations, statutes, ordinances, codes, use permits, judgment, or decrees relating to or imposing liability or standards of conduct concerning environmental conditions and/or hazardous materials ("Environmental Law"). "Hazardous Materials" mean (i) any hazardous, toxic or dangerous waste, substance or material defined under any Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§ 261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 302 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) petroleum based products (vi) all laboratory waste and by-products; and (vii) all bio-hazardous materials. Tenant shall not generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Materials in or around the Shopping Center. Tenant immediately shall notify Landlord of any environmental concerns, liabilities, or conditions of which Tenant is, or becomes, aware, including any release or suspected release of any Hazardous Materials from the Premises. Tenant shall not file any documents or take any other action under this Section without Landlord's prior written approval. Landlord may file such documents or take such action instead of or on behalf of Tenant (but at Tenant's sole cost and expense), and Tenant shall cooperate with Landlord in so doing. Tenant shall (i) provide Landlord with copies of any documents filed by Tenant pursuant to any Environmental Law; (ii) permit Landlord to be present at any inspections and/or meetings with government environmental officials; and (iii) provide Landlord with an inventory of materials and substances dealt with by Tenant at the Premises, as well as such additional information for government filings or determinations as to whether there has been compliance with an Environmental Law. Landlord shall have the right to enter the Premises at reasonable times and upon reasonable notice to inspect the Premises or to conduct tests to discover the facts of any suspected or potential environmental condition or violation. Tenant shall defend, indemnify and hold Landlord harmless against any claims, actions, fines, penalties, liability, loss, damages, cost or expense, including consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the presence of Hazardous Materials at, under or about the Premises (except for Hazardous Materials present at the Premises on the Possession Date or introduced by any other party including Landlord), or (ii) any failure by Tenant to comply with the terms hereof or with any Environmental Law, now or hereafter in effect. Tenant's obligations contained in this Section shall survive the expiration or earlier termination of this Lease, including any post-Term monitoring and remediation. Without limiting the generality of the foregoing, Landlord acknowledges that the following Hazardous Materials, among others, are required for Tenant's business operations: Accel TB, Alcohol Gel Moisturizing Hand Sanitizer, Alcohol Prep Pad, Anticoagulant Sodium Citrate (Baxter), Anticoagulant Sodium Citrate (Haemonetics), Chloraprep, Chlorine Bleach, CRC Ultra-Lite Spray, Epipen, Fingernail Dye (RI-10), Glycerin, Green Z, HemataCHEK, Instant Ice Pack, IO-Gone, Isopropyl Alcohol 70%, Isopropyl Alcohol 90%, Opti-Cide-3, Povidone Iodine Swabsticks, Purell Hand Sanitizer, Propylene Glycol, Refractrol Low, Refractrol Normal, Sani-Cloth Plus Germicidal Disposable Cloth, Vacuette Z No Additive 3ml, and Vacuette Z Serum Sep Gel. To the best of Landlord's knowledge, Landlord has not received any written notice from any governmental or private entity relating to Hazardous Materials on the Premises. Landlord hereby covenants and agrees that if any Hazardous Materials above any legal limits and subject to Environmental Law, are discovered at the Premises attributable to the period prior to the Possession Date or which has been caused by anything other than by Tenant's acts or omissions, Landlord shall, upon written notice from Tenant, remediate such Hazardous Materials as required by Environmental Law. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Premises or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Premises and any activities thereon, which conditions exist or existed prior to or on the Possession Date. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22. Assignment and Subletting.

(a) Tenant may, without Landlord's consent, assign this Lease to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant; any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; or any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Tenant, provided: (i) Tenant is not in default (beyond an applicable notice and cure period) of this Lease; (ii) such assignee or surviving entity shall have a Tangible Net Worth (as defined in Section 22(g) equal to or greater than the Tangible Net Worth of Tenant as of the Effective Date; (iii) Landlord receives an executed copy of such assignment within 15 days following its effective date; (iv) the assignee assumes all of Tenant's covenants and obligations of this Lease; (v) such assignment shall not relieve Tenant of or from its obligations under this Lease; and (vi) the Guarantor, if any, shall reaffirm the Guarantor's continuing obligations under any Guaranty then in force. Notwithstanding the foregoing, if the assignee has had no Events of Default for a period of two years after the assignment date ("Two Years Post Assignment Date"), then the Guarantor shall be released from its obligations so long as the assignee has a net worth at least equal to or greater than the net worth of Guarantor as of Two Years Post Assignment Date.

(b) Any other assignment or sublease only may be made with Landlord's written consent, which consent without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. If Tenant seeks to assign this Lease or sublet the Premises, then Landlord shall have a period of 60 days following Tenant's request to: (i) grant such consent; (ii) deny such request; or (iii) recapture the Premises. If Landlord elects to recapture the Premises, and Tenant does not rescind its request to assign or sublease within 10 business days, then this Lease will terminate on the effective date of the proposed assignment or sublease as if said date had originally been set forth as the Expiration Date. Landlord's failure to respond to Tenant's request within the time-specified herein shall constitute Landlord's denial of Tenant's request.

(c) Tenant's request to assign or sublet shall be in writing, sent in the manner required by Section 32, and include the following: (i) the full particulars of the proposed transaction, including its nature, effective date, terms, and conditions; (ii) a description of the identity, Tangible Net Worth, and previous business experience of the proposed assignee/subtenant, including complete audited financial statements prepared by a reputable accountant for the prior year and unaudited for the current year to date; (iii) a copy of the proposed assignee's / subtenant's federal income tax return for the past three years; and (iv) a non-refundable fee of [*****] payable to Landlord on account of the Transaction Fee required below. Tenant shall provide Landlord with such further information and documentation as Landlord may deem relevant to its review of Tenant's request.

(d) Any assignment shall be on Landlord's form subject to commercially reasonable revisions. If Tenant requires the use of any other form, Tenant shall reimburse Landlord for Landlord's out-of-pocket expenses incurred in connection therewith, including reasonable attorney's fees; and may collect, in advance, a [*****] retainer to be applied towards Landlord's legal fees and costs.

(e) Each assignee or transferee shall assume all of the terms, conditions, and covenants of this Lease to be performed by Tenant hereunder; and any assignment shall contain such assumption, except Tenant acknowledges that any option to renew the term of this Lease is personal to said original named Tenant herein and is not assignable during the first five years of the Term. Tenant shall at all times remain jointly and severally liable with such assignee for the full and timely performance of all of the terms, covenants, and conditions contained in this Lease. In any right of action that may accrue to Landlord, Landlord may proceed against Tenant without having commenced any action or obtained a judgment against any subsequent assignee or transferee. Tenant shall not be released by, or as a result of, any subsequent assignment or transfer of this Lease. No amendment, modification, extension, or renewal of this Lease shall release Tenant from its obligations under this Lease.

(f) In the case of a sublease, in addition to other terms and conditions as set forth herein, Tenant and Tenant's subtenant shall agree that: the sublease and subtenant's interest and rights are subject and subordinate to this Lease; in the event of any conflict between this Lease and the sublease, this Lease shall control; Tenant shall remain primarily liable for all of Tenant's obligations under this Lease; and Landlord's consent shall not create any contractual relationship or other state of privity between Landlord and the subtenant. For the convenience of the parties, the subtenant may pay the Rent and perform Tenant's other obligations under this Lease on Tenant's behalf; and Landlord may accept such payment and performance without prejudice to Landlord's rights hereunder. Tenant shall receive from its subtenant the current market rent for the subleased premises and if the rent payable under the sublease exceeds the Rent under this Lease, then Tenant shall pay to Landlord such excess amount upon receipt of payment by Tenant (but after deduction of Tenant's reasonable transaction costs and expenses related to such sublease, including but not limited to, brokerage fees and subtenant inducement payments). For the purposes hereof, the term "rent" shall mean all minimum rent, additional rent, and other payments and/or consideration payable by the subtenant to Tenant however defined or paid (e.g., in installments or in a lump sum payment) less Tenant's expenses obtaining the subtenant.

(g) As used herein, "assignment" means an assignment, transfer, or other conveyance of this Lease, Tenant's interest in this Lease, and/or a controlling interest in Tenant except that the public offering of stock in Tenant through a nationally recognized stock exchange shall not constitute an assignment of this Lease requiring Landlord's consent. Tenant may not mortgage, encumber, collaterally assign, or otherwise transfer this Lease as security or collateral; and such transactions shall not be deemed "assignments" governed by this Article. "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"). Any subsequent assignment or sublease shall be subject to the terms of this Article. Any transfer made in violation of this Article shall be void and confer no rights upon any purported transferee, assignee, mortgagee, or occupant. Landlord's acceptance of Rent from any person other than Tenant shall not be construed as Landlord's consent to any such purported transfer nor estop Landlord from pursuing Landlord's rights and remedies under this Lease. Tenant shall retain any net profits paid in connection with an assignment to an assignee of the asset of Tenant's business.

23. Tenant's Insurance. To the full extent permitted by law, Tenant shall indemnify and defend Landlord and save it harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily injury, property damage or any other loss or damage arising from, any occurrence in, upon, at, or from the Premises, resulting from Tenant's use and occupancy of the Premises, or occasioned by any negligent act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including use of the Common Areas. Tenant's indemnification obligations shall not be limited by the provisions of any workers' compensation act, similar statute, or by any action of Tenant's insurance carrier, and shall survive the expiration or earlier termination of this Lease. Tenant shall maintain, at Tenant's sole cost and expense: "Special Form" insurance coverage (or its then equivalent successor) that shall include fire and extended coverage insurance covering 100% of the cost of replacement of all furniture, fixtures, any added non-structural components of the walls and storefronts provided by Tenant, equipment, inventory, and Tenant improvements in or serving the Premises in the event of a loss; commercial general liability insurance with a deductible of no more than [*****], including contractual liability coverage, covering bodily injury and property damage liability and, unless insured under a business automobile policy, automobile ownership, non-ownership and hired car liability, in the broadest and most comprehensive forms generally available with "General Aggregate Amount and Per Occurrence Limits" of liability as follows: Minimum Liability Coverage of [*****] per occurrence and [*****] in the aggregate. Tenant may satisfy the foregoing coverage requirements in a single policy or a combination of a primary policy with coverage of at least [*****] per occurrence and [*****] in the aggregate plus an excess liability policy (a/k/a an umbrella policy) with coverage of at least [*****]; and workers compensation with coverage of the greater of [*****] or such amount required by the State. Tenant's general liability insurance shall be written on an occurrence basis. Tenant's property coverage shall include earth movement and flood coverage if the Shopping Center is located in a jurisdiction where Landlord's insurance includes such flood and/or earthquake coverages. Tenant shall insure: (i) all outside plate glass in the Premises and (ii) all boilers and HVAC equipment exclusively serving the Premises in the amount of [*****]. Landlord makes no representation to Tenant that the minimum amount of insurance required to be carried by Tenant under this Lease is adequate to protect Tenant's interest. All companies providing Tenant's insurance shall have a minimum A.M. Best rating of A-X and be authorized to transact business in the State. Tenant's insurance shall name Landlord and its successors and/or assigns (and as Landlord directs, its ground lessors, lenders, affiliates, and managers) as additional insured(s) under Tenant's general liability insurance policy providing the above-coverage. On or before the Possession Date and thereafter within 10 days of the annual renewal date thereof, Tenant shall provide Landlord with certificates of insurance evidencing Tenant's insurance. Tenant also shall provide Landlord with copies of such policies upon Landlord's request.

24. Landlord's Indemnity and Insurance. Subject to any provision of this Lease that expressly limits Landlord's liability and except for any matter arising from any accident, injury, or damage resulting from, or claimed to have resulted from, any grossly negligent/willful act or omission of Tenant, (provided the same is proved in a court of competent jurisdiction) or for any other matter that is Tenant's obligation or responsibility as set forth in this Lease. Landlord shall indemnify and hold Tenant harmless from and against all damages, losses or causes of action against Tenant to the extent arising from: (i) an injury to person or property in the Common Area, excluding the sidewalk in front of the Premises; and (ii) any grossly negligent/willful act or omission of Landlord, provided the same is proved in a court of competent jurisdiction. Landlord shall maintain during the Term: (i) commercial general liability insurance in an amount not less than [*****] (including contractual liability coverage) covering bodily injury and property damage liability; and, unless insured under a business automobile policy, automobile ownership, non-ownership and hired car liability; (ii) workers compensation insurance in such statutory amounts as required by the State; and (iii) property insurance on a "special peril" broad form coverage basis insuring the Shopping Center and the improvements located thereon (except for Tenant's fixtures and personal property) against loss or damage by fire and such other risks as Landlord may elect, in the amount that Landlord deems sufficient to replace or reconstruct the buildings and improvements without deduction for physical depreciation (including resulting loss of rental income), and with such commercially reasonable deductible amounts. Landlord's property coverage shall include earthquake and flood coverage if the Shopping Center is located in a jurisdiction where Landlord's insurance includes such flood and/or earthquake coverages and where Landlord's insurance providers recommend including such coverage. Landlord's insurance also may include such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as Landlord deems appropriate, including Pollution Liability Insurance. Landlord's insurance may be provided under a so-called "blanket" policy covering other shopping centers owned by Landlord or Landlord's affiliate.

25. Waiver of Subrogation and Risk of Loss. Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of subrogation from any and all liability for any bodily injury or loss of or damage to property, whether or not caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause each insurance policy carried by them to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy. Tenant shall store its property at Tenant's own risk and releases Landlord, to the full extent permitted by law, from all property damage claims except to the extent of Landlord's gross negligence or willful misconduct. Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant's property arising from any cause except to the extent of Landlord's gross negligence or willful misconduct.

26. Damage and Destruction. If the Premises is partially damaged and/or destroyed by any casualty covered under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds and the requisite permits/approvals, repair/restore the Premises to substantially the same condition as the Premises were in on the Possession Date. Landlord shall not be required to expend more than the proceeds of its insurance in repairing/restoring the Premises so long as Landlord carried the insurance required per Section 24.

    If (i) the Premises suffers a Major Casualty (as defined below), or (ii) the Premises is damaged/destroyed as a result of a risk not covered by Landlord's insurance (so long as Landlord carried the insurance required by this Lease), or (iii) applicable laws, codes, or ordinances prohibit the repair/restoration of the Premises to substantially the same condition as existed immediately before the casualty event, or (iv) 50% or more of the buildings of the Shopping Center within a 500' radius of the Premises, including the building containing the Premises, suffers a Major Casualty (regardless of whether or not the Premises is damaged/destroyed), or (v) 50% or more of the gross leasable area of the Shopping Center suffers a Major Casualty (regardless of whether or not the Premises is damaged/destroyed), or (vi) Landlord determines, in Landlord's sole judgment, that the repair/restoration of the Shopping Center to substantially the same condition as existed immediately before the casualty event would not be economically viable, then, in any one of such events described in (i) through (vi) above, Landlord may elect either to repair/restore the Premises as provided for in Section 15.1 or terminate this Lease by notice of termination given to Tenant within 60 days after such casualty event. Tenant's liability for Rent upon the termination of this Lease shall cease upon later of (y) the day of casualty event or (z) the date upon which Tenant involuntarily ceased to do business at the Premises. As used herein "Major Casualty" means damage and/or destruction that Landlord reasonably estimates will take at least six months to repair and/or replace (exclusive of any permitting period).

    Furthermore, in the event Landlord elects to repair/restore the Premises following such casualty, then, Landlord shall promptly furnish to Tenant an estimate of the time necessary to perform such work as required hereunder. If such estimated period for completion of the repair and restoration of the Premises exceeds 270 days from the date of the casualty, Tenant may, within 30 days after Tenant's receipt of the estimate, terminate this Lease by written notice to Landlord. If Tenant does not so terminate, this Lease (subject to the provisions set forth herein), shall remain in effect unless the actual restoration time differs from the estimate in which case, Tenant may terminate this Lease after such 270 day period, but prior to Landlord's actual restoration completion.

    Unless caused by Tenant's gross negligence or willful misconduct, if the Premises shall be damaged by a casualty, then Tenant shall have a proportionate abatement of Minimum Rent as to that portion of the Premises rendered untenantable retroactive to such casualty date provided, however, if the Premises is unusable due to such partial casualty, there shall be a total abatement of Minimum Rent and Additional Rent. If Landlord elects to repair the damage insured under Landlord's policies, then any such rent abatement shall end upon the earlier to occur of (i) the 10^{th} day from and including the date Landlord substantially completes such repair/restoration work, or (ii) the date Tenant re-opens the Premises for business; provided, however, Tenant shall promptly shall complete all work necessary for Tenant to re-open and operate Tenant's Permitted Use in the Premises. All insurance proceeds received by Tenant shall be held in trust by Tenant for the performance of Tenant's work hereunder.

27. Eminent Domain. If the Premises shall be taken by eminent domain, then the Term shall cease, and this Lease shall terminate on the date title vests in the taking authority. Tenant shall have no claim against Landlord for the value of any unexpired Term. If any part of the Premises or of the Shopping Center shall be taken by eminent domain, and if such partial taking shall render the Premises and/or the Shopping Center no longer suitable for commercial use as determined by Landlord in Landlord's commercially reasonable judgment, then the Term shall cease and terminate as of the date title vests in the taking authority. If Landlord does not terminate this Lease, then Landlord shall restore the Premises to substantially the same condition as the Premises were in on the Possession Date less the portion taken; and this Lease shall continue in full force and effect. In connection with such restoration, Landlord shall not be required to expend more than the award proceeds reserved for such purpose. The Minimum Rent and Additional Rent shall be reduced in the proportion that the area of the Premises taken bears to the original Premises. Landlord shall receive the full amount of any award made in connection with any condemnation or taking. If a portion of the Premises is taken in amount affecting Tenant's ability to use the Premises for the Permitted Use in Tenant's reasonable discretion, Tenant may elect to terminate this Lease (effective on the date title vests in the taking authority). Tenant shall cooperate with Landlord in executing such waivers/releases as may be necessary for Landlord to recover the award. Tenant, however, may seek recovery directly from the condemning authority (and not from Landlord) for such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right under applicable law.

28. Relocation. Intentionally deleted.

29. Shopping Center Redevelopment. Intentionally deleted.

30. Event of Default.

(a) Any one of the following shall be an "Event of Default": Tenant's failure to pay any portion of the Rent within five days after Landlord has delivered to Tenant written notice of such default; Tenant's failure to observe or perform any of the other terms, conditions, or covenants of this Lease and to commence and to cure the same within 30 days after Landlord has sent to Tenant written notice describing such default or such longer period as reasonably required so long as Tenant is diligently pursuing a cure; Tenant's filing of a voluntary petition for relief under the Bankruptcy Code or any similar federal or state law now or hereafter enacted; the commencement of any of the following proceedings that is not dismissed within 60 days: (i) Tenant being judicially declared bankrupt or insolvent according to law; (ii) an assignment for the benefit of creditors; (iii) a receiver, guardian, conservator, trustee in bankruptcy or other similar officer being appointed to take charge of all or a substantial part of Tenant's property by a court of competent jurisdiction; and/or (iv) an involuntary petition for relief being filed against Tenant pursuant to the Bankruptcy Code or any similar federal or state law now or hereafter enacted.

(b) Upon an Event of Default, Landlord may, in addition to Landlord's rights and remedies at law or in equity: declare this Lease terminated by giving Tenant a written notice to quit on not less than five days' written notice; and/or without further demand, notice, or resort to legal process (except to the extent required by law), enter the Premises and repossess the same, expel Tenant and those claiming through or under Tenant, and remove, dispose of, or store (in a public warehouse or elsewhere at the cost and for the account of Tenant) Tenant's personal property without liability for any loss or damage that may be occasioned thereby. Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including repair and maintenance expenses incurred to avoid waste and the Rent as it becomes due for the remainder of the Term as if this Lease had not been terminated or the Premises re-possessed; and without regard to whether Landlord has re-let the Premises or not, except Tenant shall be entitled to a credit in the amount of rent received by Landlord in reletting, after deducting all of Landlord's expenses incurred in reletting the Premises (including, brokerage fees, repair costs, the remodeling costs to place the Premises in condition acceptable to a new tenant), and in collecting the rent in connection therewith. If the rentals received from such reletting are insufficient to cover the total Rent due during that month, Tenant shall pay such deficiency to Landlord. Tenant shall not be entitled to any offset or credit for payments received by Landlord in excess of the amounts due from Tenant hereunder, either on a monthly or cumulative basis. Alternatively, Landlord may elect to recover from Tenant and Tenant shall pay to Landlord liquidated damages in a lump sum payment equal to the Rent reserved under this Lease for the balance of the Term (discounted to its then present value) over and above the total fair market rental value (discounted to its then present value) of the Premises for the balance of the Term taking into account Landlord's reasonable projections of the time and cost to re-let the Premises. In calculating present value, the parties shall use a discount rate equal to two points above the Federal Reserve Bank's discount rate.

(c) To the maximum extent permitted by applicable laws, Landlord hereby waives any rights which Landlord may have, as to any of Tenant's furniture, fixtures, equipment, personal property, tenant improvements and Alterations, in the nature of a Landlord's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

(d) Landlord and Tenant each waive trial by jury in any action or proceeding brought by the other on any matter whatsoever arising out of or in any way connected with this Lease. Tenant agrees not to interpose any non-compulsory counterclaim of whatever nature or description in any action commenced by Landlord for non-payment of Rent; and submits to the jurisdiction of any court established to adjudicate such Landlord-Tenant matters on a summary process basis.

(e) The prevailing party in any legal proceeding based on this Lease may recover reasonable attorneys' fees, investigation costs, and other costs incurred in connection with such legal proceeding from the non-prevailing party in addition to any other relief to which such prevailing party is entitled. The term "prevailing party" shall mean that party which the court finds and/or declares is the prevailing party, whether or not that party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a party to be found by the court to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a party to be found by the court to have prevailed.

(f) Any release of Tenant from Tenant's liability under this Lease only may be made by a written agreement signed by an officer of Landlord authorized to give such release. Any acceptance of keys to the Premises by Landlord shall not constitute an acceptance of Tenant's surrender. Landlord's termination of this Lease or recovery of possession of the Premises shall not constitute an acceptance of any surrender and shall be without prejudice to any and all of Landlord's rights and remedies under this Lease, at law or in equity, including, without limitation, the right to recover damages.

(g) No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the termination of this Lease or after the giving of any notice of termination shall reinstate, continue, or extend the Term or affect any notice given to Tenant prior to the receipt of such money; and Landlord's acceptance of any payment or performance shall not be deemed a recognition of any tenancy, revive this Lease, or otherwise impair or prejudice Landlord's right to recover the Premises. From and after the termination of this Lease as provided herein, the unilateral payment of Rent or performance by Tenant shall not create any tenancy, but rather, shall be, at Landlord's discretion, deemed to be on account of Landlord's damages or as use and occupancy payments during Tenant's unlawful detainer of the Premises. Tenant authorizes the online payment portal service provider, vendor, and/or Bank used by Tenant for the payment of Rent to release to Landlord copies of Tenant's checks and/or other Rent payment information. If Landlord designates a bank or other third-party institution to receive payments of Rent, said designation shall not constitute the appointment of agency to act on behalf of or for Landlord. If this Lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions hereof shall be deemed to read "Tenant or the Guarantor hereof". Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of this Lease. In the event of breach or anticipatory breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein.

(h) If Landlord fails to perform its obligations under this Lease, Tenant shall deliver written notice to Landlord specifying the nature of Landlord's failure to perform and, if Landlord fails to perform its obligations within 20 days or such longer time as may be necessary (provided Landlord is using reasonable efforts), after receipt of said notice and Tenant provides a second written notice to Landlord, which specifically references this Section of this Lease and notifies Landlord of Tenant's intent to exercise self-help after the expiration of 10 days from Landlord's receipt of the second notice, and Landlord still fails to perform its obligations within said 10 day period, then Tenant, as its sole and exclusive remedy, shall have the right to perform Landlord's obligations under this Lease. In no event, however, shall Tenant have any self-help remedies with respect to the roof, including snow removal therefrom. If Tenant exercises its self-help remedy as provided herein, then Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses to perform Landlord's obligations, within 30 days after receipt of Tenant's written request, which request shall include receipted invoices and lien waivers from all suppliers and contractors. If Landlord fails to reimburse Tenant within the 30-day period, Tenant may deduct said reasonable expense from the next installments of Rent until Tenant is fully reimbursed. Tenant's self-help rights are in lieu of any right to terminate this Lease that may be provided by law, which claim/right Tenant waives.

31. Lease Priority. This Lease is or shall be subject and subordinate to all matters of record, including any mortgage, deed of trust, ground lease, or any other method of financing or refinancing now or hereafter placed against the Premises and/or the Shopping Center (or any portion thereof) by Landlord, and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. In confirmation of such subordination, Tenant shall execute any reasonable acknowledgment that Landlord may request. The holder of any mortgage or deed of trust may elect to have this Lease superior to its mortgage or deed of trust upon notice to Tenant. Landlord represents and warrants to Tenant that as of the date hereof the Shopping Center is unencumbered.

32. Quiet Enjoyment. Upon paying Rent and performing all of Tenant's other covenants and obligations under this Lease, Tenant shall peaceably and quietly enjoy the Premises without hindrance or interruption by Landlord subject to the terms of this Lease and to any mortgage, ground lease, or other agreements, covenants, and restrictions to which this Lease is subordinated.

33. Notice. All notices required or permitted to be given under this Lease shall be deemed to have been given and received if: (i) sent through a nationally recognized overnight delivery service (*e.g.*, FedEx) on the day after being picked-up by said carrier; or (ii) sent by United States Certified mail, postage prepaid, three days after being deposited in the mail. All notices shall be in writing and sent to the address set forth in Section 1. Notwithstanding the designation of a separate rent payment address, only notice sent to the notice address set forth in Section 1 shall be good and sufficient notice under this Lease. Any party, by proper notice to the other, may change such party's address for the giving of notice under this Lease.

34. Lease Interpretation. The term "includes" and "including" are not limiting. The term "person" includes any natural person and/or any organization or entity. The word "or" may be inclusive or exclusive depending upon the context of the provision. The word "Tenant" shall mean each and every person identified as a tenant herein; and if there shall be more than one tenant, the liability of each shall be individual, joint and several. All exhibits, riders, and/or addenda attached to this Lease are made a part hereof as if fully incorporated into the body of this Lease. Each party has had the opportunity to review and revise this Lease and retain legal counsel; and any applicable rule of construction that any ambiguities are resolved against the drafting party shall not be applicable in the interpretation of this Lease. The numbering and headings throughout this Lease are for reference only, and shall not be used to construe, interpret, or explain the provision. Whenever an example is given in this Lease, such example shall be construed to be by way of example only and not of limitation. The singular includes the plural. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual and/or an organization or entity. The necessary grammatical changes required to make the provisions apply in the plural or to be gender appropriate shall in all instances be assumed as if correctly expressed. Landlord's and Tenant's relationship is that of Landlord and Tenant; and not as partners or joint venturers. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition. The rights and covenants conveyed in this Lease shall not be deemed to be covenants running with the land.

35. Force Majeure. Landlord's and Tenant's time to perform any obligation under this Lease shall be extended for the period of any unavoidable delay in the performance of any obligations hereunder when prevented from doing so by a cause or a condition beyond such party's control, including, labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, terrorist action, sabotage, Government ordered business closure, stop work order (for reasons/causes other than such party's failure to comply with applicable law/legal requirements), or other regulation, fire or other casualty, inability to obtain any necessary material, services or financing, or through acts of God. Notwithstanding the foregoing, no cause or event shall release Tenant from, or permit a delay in, excuse, or otherwise extend, the timely payment of Rent as such becomes due.

    Notwithstanding anything in this Lease to the contrary, in the event any Governmental Shutdown Order (as defined below) continues for a period of more than 30 days, Tenant shall have the onetime right at any time during the Governmental Shutdown Order, upon prior advance written notice to Landlord, to defer the payment of Minimum Rent ("Deferred Base Rent") until the Governmental Shutdown Order is lifted, for a maximum period of 90 days (the "Deferral Period"). The Deferred Base Rent does not include additional rental payments due under the Lease (e.g., real estate taxes, insurance, and common area charges) or utility charges which in both cases shall continue to be paid by Tenant pursuant to the terms of Lease ("Current Monthly Additional Rent Payment"). Tenant agrees to pay the Deferred Base Rent under the Lease to Landlord in six equal monthly installments (each a "Deferred Rent Payment") on the first day of each month, commencing on the 90th day following the expiration of the Deferral Period and ending until paid in full. Notwithstanding Landlord's agreement to forbear on the collection of the Deferred Base Rent, the Deferred Base Rent remains rental that was due for the Deferral Period and shall remain a rental obligation under the Lease. Tenant agrees to pay each Deferred Rent Payment to Landlord on the monthly payment dates set forth above in addition to Tenant's regular monthly payments of rentals due under the Lease for such month. Tenant will not be charged interest on the unpaid Deferred Base Rent during such 6-month period. As of the effective date of this Lease, each party acknowledges and agrees that a Governmental Shutdown Order is not currently in place. For purposes of this paragraph, a Governmental Shutdown Order shall mean an order of a governmental authority having jurisdiction over the Shopping Center that requires the Tenant to cease the operation of its business.

    In the event of any default or breach in the payment of any Deferred Base Rent Payment, or Current Monthly Additional Rent Payment as provided herein, Landlord shall have the immediate right to accelerate the obligation to pay, and require the immediate repayment of, the full balance of all unpaid Deferred Base Rent with respect to the Lease, without further notice or cure period, of any nature, or demand to Tenant and to the extent not paid by Tenant, then Landlord may thereafter exercise any and all other rights or remedies for a rental/payment default as set forth in the Lease. Further, Tenant's failure with respect to any Lease to timely pay any Deferred Rent Payment and/or Current Monthly Additional Rent Payment to Landlord in accordance with this Lease shall constitute a monetary/rent default and breach under the Lease with respect to which Tenant failed to timely make such Current Monthly Additional Rent Payment or Deferred Base Rent Payment and giving rise to Landlord's right to exercise any and all of its rights or remedies under such Lease or the laws of the state in which the leased premises is situated with respect to such monetary/rent default. In case of breach by Tenant of any covenants or undertakings of Tenant under the Lease, Landlord nevertheless may accept from Tenant any payment without in any way waiving Landlord's right to exercise the rights provided in the Lease by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord.

36. Partial Invalidity. If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby; and each other provision of this Lease shall be valid and enforced to the full extent permitted by law.

37. Estoppel Certificate. Tenant shall, within 15 days after a request from Landlord, execute and deliver a certificate certifying (to the extent true): (i) that this Lease is in full force and effect; (ii) a statement of the Possession Date, Rent Commencement Date, and Expiration Date; (iii) that Landlord is not then in default of this Lease; and (iv) such other matters as customarily are included in such certificates as may be reasonably requested by Landlord. Any such certificate may be relied upon by Landlord, any successor of Landlord, any mortgagee of Landlord, or any purchaser of the Shopping Center.

38. Waiver and Consent. The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate, and cumulative; and the exercise of any of them shall not be deemed to exclude either party's right to exercise any of the others. The waiver by Landlord or Tenant of any breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Lease, or of such party's right to enforce the same in the future. The acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant regardless of Landlord's knowledge of such breach. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing. No waiver by Landlord in respect to other tenants shall be deemed to constitute a waiver in favor of Tenant. Whenever Landlord's consent is required under this Lease, such consent may be withheld by Landlord in Landlord's sole discretion unless a different standard expressly is stated. If a court finds that Landlord wrongfully withheld its consent, the sole result of such finding shall be Landlord's deemed consent to the requested matter and Landlord shall not be liable to Tenant for any damages arising from the withholding of any consent.

39. Recovery. If Landlord is found liable or obligated to Tenant for any reason under this Lease, then Landlord shall be liable to Tenant only for Tenant's actual, direct damages; and in no event shall Landlord be liable to Tenant for lost sales or profits or any indirect, speculative, punitive, or consequential damages. Tenant shall look solely to the estate and property of Landlord in the Shopping Center. If Tenant is found liable or obligated to Landlord for any reason under this Lease, then Tenant shall be liable to Landlord only for Landlord's actual, direct damages; and in no event shall Tenant be liable to Landlord for lost sales or profits or any indirect, speculative, punitive, or consequential damages.

40. Successors. All rights and liabilities herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the respective heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to any assignee of Tenant made in violation of Section 22. In the event of any sale or transfer of Landlord's interest in the Shopping Center, the Premises, or this Lease (except as collateral security for a loan), upon such transfer and assumption by the assignee, Landlord will be released from all liability and obligations hereunder from and after the date of the assignee's assumption of this Lease.

41. Confidentiality. Except to the extent required by law, including by subpoena, Tenant shall not disclose the terms and conditions of this Lease to anyone except for Tenant's attorneys, accountants, brokers, employees and existing or prospective financial partners. Notwithstanding anything to the contrary herein, Landlord and Tenant shall each have the right to make disclosures of the terms of this Lease (a) to the extent required by legal requirements, (b) to the extent reasonably required to enforce such party's rights hereunder, (c) to the extent reasonably necessary in connection with such party's financing, selling, leasing, or otherwise transferring or capitalizing its assets or its business (or any such transaction consummated by such party's affiliate) (including, without limitation, disclosures that are reasonably necessary to comply with rules of the Securities and Exchange Commission or any stock exchange), (d) to the extent reasonably required in connection with such party's books and records being audited, (e) to the extent reasonably required in constructing, operating, maintaining, repairing or restoring the Premises or the other portions of the Shopping Center, and (f) pursuant to a press release which has been approved by both parties.

    (a) Landlord acknowledges and agrees that from time to time during the Term, Landlord, its representatives or assigns may be exposed to, or have access to, sensitive personal information related to Tenant's donors. To protect such personal information, Tenant shall have the right to restrict access to the portions of the Premises where donor records and other personal information are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord under this Lease, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where sensitive donor records and other personal information are kept and/or stored. Landlord agrees that it will not use or disclose any such personal information for any purpose unless required by a court of competent jurisdiction or a governmental authority.

    (b) Landlord shall preserve any Confidential Information of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with this Lease.

42. REIT Qualification. Tenant shall cooperate with Landlord, at Landlord's cost, so that the Rent under this Lease continues to qualify as "rents from real property" as defined in Section 856(d) of the Internal Revenue Code and related Treasury Regulations. Such cooperation includes amending this Lease as necessary provided there is no increase in Tenant's financial obligations to Landlord nor change in Tenant's Permitted Use.

43. End of Term. At the Expiration Date or sooner termination of this Lease, Tenant shall quit and surrender the Premises in broom clean condition, reasonable wear and tear and casualty excepted. Tenant will perform repairs, if any are required, so that the HVAC, electrical, and plumbing systems serving the Premises are in the condition required by this Lease. Tenant shall remove all of Tenant's signs, inventory, furniture, trade fixtures, equipment, and other personal property from the Premises in a careful and prudent manner; and repair any damage caused thereby. All property remaining in the Premises on or after the Expiration Date (or sooner termination date) shall become the property of Landlord without payment from Landlord. Tenant shall be liable for the cost of removal and other charges to dispose of, or at Landlord's option, to store such property. If Tenant fails to vacate the Premises in condition required by this Section, then such hold-over shall be a tenancy-at-sufferance only. For each day Tenant holds-over, Tenant shall pay to Landlord a use/occupancy charge equal to [*****] of the annual Minimum Rent payable as of the Expiration Date plus all Additional Rent (annualized based upon Tenant's then-current payments) divided by 360. In addition, and without prejudice to all of Landlord's rights and remedies at law or in equity against Tenant, Tenant shall indemnify Landlord against any loss or liability resulting from Tenant's delay in surrendering the Premises on the Expiration Date (or sooner termination date). Tenant's obligation to observe or perform the covenants contained in this Section shall survive the expiration or earlier termination of the Term.

44. Entire Agreement. Landlord and Tenant represent and warrant to each other that their respective signatories are authorized to sign this Lease on such party's behalf. This Lease and the exhibits, riders, and/or addenda attached hereto, if any, set forth the parties' entire agreement. All negotiations, representations, and understandings between the parties are merged, incorporated into, and set forth in this Lease. This Lease may be modified/amended only by written agreement of the parties. In entering into this Lease, each party represents and warrants to the other that it is not relying upon any statement, opinion, or representation made by the other party except as expressly set forth in this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document. The execution of this Lease by digital signature (*e.g.*, stylus/pen, digital image, or digital signature (*e.g.*, DocuSign®)) and/or delivery by electronic means (*e.g.*, email, facsimile, DocuSign shall be valid and binding as between the parties for all purposes under this Lease and applicable law and rules of evidence with the same force and effect as if the parties had exchanged original executed documents by hand. If required, each party shall take such curative action required to remedy any defect in the execution and delivery of this Lease. Once executed by both parties, this Lease shall be effective and binding as of the Effective Date; and all terms, conditions, and provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. Tenant shall not record this Lease or any memorandum thereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

BRIXMOR HOLDINGS 12 SPE, LLC,
a Delaware limited liability company

By: _____
Brian Finnegan
Executive Vice President, Chief Revenue Officer

TENANT:

KAMADA PLASMA, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: SITE PLAN

NORTHSHORE WEST

[****]

EXHIBIT B: LANDLORD'S WORK

All work to be performed by Landlord in order to prepare the Premises for Tenant's occupancy (hereinafter ("Landlord's Work") is as follows and shall be performed prior to the Possession Date:

Landlord shall deliver the Premises free from all Hazardous Materials including, but not limited to, the following: 1) remediate asbestos and/or lead paint, and mitigate any mold, PCB's or any other hazardous materials as required by law within the Premises prior to delivery of the Premises to Tenant; 2) provide the Common Areas with lighting per Code, and ADA compliance per TDLR related to path for travel from the Premises to designated accessibility parking stalls, as well as path of travel from the Premises to the public right of way; and 3) perform those items listed on Exhibit B-1 attached hereto. Landlord shall provide Tenant with an ACM survey and closure report, if applicable.

Landlord shall perform Landlord's Work at Landlord's sole cost and expense.

EXHIBIT B-1: LANDLORD'S WORK LETTER

Landlord shall provide (at its sole cost) all of the following improvements in the Premises per applicable Code and Tenant's approved plans.

- **LANDLORD'S DEMOLITION WORK:**
    - Landlord shall remove and dispose of any/all previous tenant installations including roof top equipment, furniture, trade fixtures, equipment, interior partitions, floor coverings, ceilings, lighting, fixtures, equipment, vents, satellite dishes and other systems or components thereof that will not be reused by Tenant pursuant to Tenant's Final Plans, delivering the Premises in broom clean condition.
    - Please leave all HVAC components in place and working. Due to long lead times, Tenant may use these items temporarily until they have a chance to replace with new.
- **ROOF**:
    - Furnish and install watertight, insulated and structurally sound (capable of supporting all Tenant loads above and below structure) roof system with all applicable warranties in effect.
- **ROOF ACCESS**:
    - Tenant, at Tenant's sole cost, to install roof access ladder inside the space.
- **CEILING**:
    - Provide an open structure above.
- **REAR EXIT DOOR**:
    - AS-IS.
- **VEHICLE DELIVERY ACCESS:**
    - AS-IS.
- **FLOOR**:
    - The Construction Allowance (defined below) includes the amount of [*****]/sf in order for Tenant to complete this item (i.e., slab work).
- **ELECTRICAL**:
    - AS-IS.

- **WATER**:
    - AS-IS.
- **GAS**:
    - AS-IS.
- **SEWER**:
    - AS-IS**.**
- **IMPACT FEES:**
    - Shall be borne by the Tenant if applicable.
- **SPRINKLER**:
    - The Construction Allowance includes the amount of [*****]/sf for Tenant to complete this work (i.e., installation of a sprinkler system).
- **TRASH/RECYCLING**:
    - Provide a clean, well-lit area for a code compliant trash enclosure for Tenant's use. Enclosure and surrounding pad to meet all applicable codes for access and requirements of the waste and recycling removal service company. Existing to remain.
- **BUILDING ENVELOPE**:
    - Landlord shall deliver structurally sound and watertight.

EXHIBIT C: PYLON SIGN

[*****]

EXHIBIT D

CRITICAL VENDORS

[*****]

EXHIBIT E: SHOPPING CENTER EXCLUSIVES AND RESTRICTIONS

[*****]

SIGN CRITERIA
FOR BRIXMOR PROPERTIES

Sign Criteria – New Lease & Renewals

Sign submissions should be sent to your property manager for review and approval.

The design and location of all signs must be approved in writing by Landlord and shall be subject to Landlord's sole discretion as to design, size and location. Tenant shall submit sign working drawings to Landlord. **No sign shall be installed until Landlord's written approval has been obtained by Tenant.** The working drawings must indicate the following:

a) The type and sizes of all lettering.

b) Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.

c) A section through the sign showing its construction.

d) Colors, finishes and types of all materials.

e) Wattage and light intensity.

f) Location of all penetrations for conduit and sleeves, etc. required for sign installation.

Banners and window graphics are prohibited unless approved in writing by Landlord. Banners, if approved, may remain up for no more than 30 days. This includes "Coming Soon," "Now Hiring," and "Now Open," banners. Banners must be secured at all 4 corners and remain level and taut. Tenant is responsible for repairs to the building or façade due to damaged caused by any banner installation.

Prohibited signs:

Moving Signs	Vehicles that advertise a business
free standing	Any item placed in common areas
portable signs	Flags
human signs "twirlers"	Bandit/Stake signs
Neon or LED rope lights	Searchlights
Flashing	Inflatables

Roof Mounted

The sign contractor and tenant shall be held liable and shall bear all cost for removal and or correction of signs, sign installation and damage by signs that do not conform to the sign criteria as set forth in these Sign Criteria and the approved sign drawings. The sign contractor and Tenant shall also be liable for repairs of any damage caused by installation of Tenants sign.

EXHIBIT F

SIGN CRITERIA
FOR BRIXMOR PROPERTIES

Criteria:

1. Only signs that have individual interior-lighted letters, carry Underwriters Laboratory (UL) rating, use a photo cell for power, and have an exterior on / off switch will be permitted. Signs with exposed neon tubing or exposed lamps or any exposed sign illumination or illuminated sign cabinets or modules or "box" signs or signs of the flashing, rotating, moving, blinking or animated type are not permitted.

2. Sign drawings must include a photo of the actual building exterior or rendering with the proposed sign superimposed on the building. Tenant's sign company shall field verify all measurements.

3. Drawing must include the dimensions of the proposed sign and the dimensions of the building façade / exterior where sign will be placed.

4. The style and font of all letters on Tenants signs must be approved by Landlord prior to installation.

5. Logos, insignias, crests, brand names, shields, etc. are at Landlords sole discretion. Some centers do not allow colored letters or logos.

6. Signs shall be controlled by Tenants photocell and shall be timed to go off at dawn and on at dusk. Tenants sign may not be controlled solely by a time clock.

7. No labels will be permitted on the exposed surface of the signs except those required by local ordinance which shall be applied in an inconspicuous location.

8. All signs must be in the English language unless approved by the Landlord.

9. Box, can and some raceway sign (select markets) mountings are prohibited.

10. Tenant must have a permanent sign installed no later than sixty (60) days after their opening date. Landlord shall have the right to fine Tenant [*****] per day for any missing building signage.

11. Tenant agrees to keep all signage in good working condition. If any letters fade, peel and or are damaged, Tenant agrees to replace the sign at their sole cost. If Tenant fails to maintain any part of their signage, Landlord shall have the right to repair or replace the signage and bill the tenant. If Landlord notifies the Tenant of a defect and Tenant fails to make the repair within 30 days after receiving notice, the Landlord shall have the right to make the repair and bill the Tenant for the cost plus a [*****] admin fee.

EXHIBIT F

SIGN CRITERIA
FOR BRIXMOR PROPERTIES

Graphics:

1. Maximum horizontal length or span of sign shall not exceed 80% of the width of the usable storefront. Storefront width applies to one (1) surface material. If the width of the storefront contains more than one building/façade material, the Tenant shall use only one building/façade material width to determine 80%. No sign may cover two different façade surfaces.

2. The sign shall be centered on the assigned surface at Landlords discretion.

3. Minimum stroke of letters shall be 2".

4. Signs shall consist of individual illuminated channel letters with a 5" return, mounted on a 2" x 7" wire way.

5. For premises smaller than 3,000 sf Tenants must use letters 24" in height.

6. For premises larger than 3,000 sf, letters must be a minimum of 24" in height and shall not exceed 36" in height.

Sign Construction

1. Border / Backing Plate / Silhouette: All signs shall utilize a 3" border around all sign copy fabricated and installed as per the attached Exhibit F-1.

   - Color: Dark Bronze #313
   - The wire way / raceway must not be visible from the front of the sign.

2. Acrylic Faces:

   - 3/16" minimum thickness
   - Color: Plexiglas White – 7328 (Rohm & Haas)

3. LED

   - One row of LED modules for letters less than 4"; two rows of LED modules for stroke 4" or more, but less than 9", three rows of LED modules for 9" or more
   - Color: 6400k LED White

4. Sign Mounting

   - The letters should be flush mounted on the 2"x7" wire way as per the attached exhibit F-1; color of wire way shall match the color of the fascia.
   - One (1) sign permitted per storefront façade.

5. Return

   - Aluminum
   - Finish: Industrialized Enamel
   - Color: Dark Bronze #313
   - Mounted flush to the wire way per the attached Exhibit F-1
   - Color of trim cap connecting acrylic face to match color of the return, Dark Bronze #313.
   - Backing / back plate / silhouette – should all be the same color as the return.

6. Transformers

   - Located behind the fascia per the attached Exhibit F-1
   - 60 MA minimum

EXHIBIT F

SIGN CRITERIA
FOR BRIXMOR PROPERTIES

[*****]

RIDER

This sets forth the Rider to the within Lease by and between **BRIXMOR HOLDINGS 12 SPE, LLC**, a Delaware limited liability company and **KAMADA PLASMA, LLC**, a Delaware limited liability company d/b/a Kamada Plasma, for certain premises located at the Northshore West in Houston, Texas; and is made a part of the Lease as if fully incorporated into the body thereof.

45. Option to Extend the Term. Provided no Event of Default exists, then Tenant may elect to extend the term of this Lease for two consecutive periods of 60 months each, exercisable by delivering written notice to Landlord no later than 180 days before the expiration of the Term (or then-current Option Term, as the case may be); the time for delivery of such notice being of the essence. The option terms shall be on the same terms provided in this Lease (except for obligations that have been performed or provisions that no longer are applicable). Tenant shall exercise Tenant's options, if at all, by serving written notice upon Landlord within the time specified above and otherwise in accordance with this Lease. If Tenant does not timely exercise Tenant's option within the time set forth above, then such option automatically shall expire.

46. Exclusive Use. Provided Tenant is open and operating the Premises for the Permitted Use and is not otherwise in default of this Lease beyond any applicable notice and grace period, Landlord agrees not to lease any other space in the Shopping Center for the principal business of a blood plasma donation center. This exclusive shall not apply to: (i) any leases, licenses, or other occupancy agreements existing as of the Effective Date, nor to any renewals, extensions, relocations, or expansions thereof/under such leases (collectively, "Existing Leases") provided, however, that if Landlord has such discretion, Landlord shall not consent to any change in use that would violate Tenant's exclusive hereunder; (ii) any occupant of the Shopping Center, including their predecessors, successors, assigns, and/or subtenants, under any Existing Lease; or (iii) any replacement tenant (meaning an occupant using space for substantially the same use as under an Existing Lease even though the tenant entity or location in the Shopping Center may be different). If any premises (other than the Premises) shall be leased in violation hereof, Tenant shall notify Landlord in writing of such violation, and if such violation is not remedied within 60 days of Tenant's notice, then Tenant thereafter shall have an abatement of 50% of the Minimum Rent payable hereunder commencing at the end of said 60 day period and continuing through the first anniversary of such date (the "Abatement Period"), which shall be Tenant's sole and exclusive remedy. If the exclusive violation shall be remedied at any time prior to the expiration of the Abatement Period, then the Minimum Rent abatement granted hereunder shall cease as of such date; and Tenant shall resume the payment of the full Minimum Rent from that date forward. At the end of the Abatement Period, if the violation has not been remedied, Tenant may elect to either terminate this Lease or resume payment of the full Minimum Rent under this Lease. In the interest of clarity, Tenant shall continue to pay all Additional Rent payable hereunder during the Abatement Period. This Section shall be of no further force or effect in the event (i) any action or proceeding is commenced against Landlord under a federal or state anti-trust law or similar statute based on the foregoing restriction, or (ii) the restriction is held to be invalid or illegal by any court, statute or agency or is deemed to be contrary to public policy. Landlord further covenants that any lease, deed or other agreement hereafter executed by Landlord affecting the Shopping Center, will be subject to Tenant's exclusive use.

47. Construction Allowance. Landlord shall reimburse Tenant up to [*****] ("Construction Allowance") for the cost to build-out the Premises and install the leasehold improvements. Landlord shall pay Tenant the Construction Allowance within 30 days after receipt of Tenant's written request for payment, which request may not be delivered any sooner than the date Tenant has opened for the business in the Premises under the Trade Name and paid the first month's Rent (excluding any rent deposit made hereunder). Tenant's application shall include the following:

    (i) final/unconditional releases or lien waivers from Tenant's general contractor, subcontractors, and suppliers on the form required by law;

    (ii) a sworn affidavit from Tenant's general contractor identifying all subcontractors and suppliers and the amounts owed and paid to each;

    (iii) Tenant's general contractor's Application for Payment on an AIA form and Lien Waiver on the form required by law;

    (iv) Tenant's Subcontractors'/Materialmen's Application for Payment and Lien Waiver (to be submitted for each subcontractor or supplier whose contracts/requisitions exceed [*****] on an AIA form or such other form required by law);

    (v) Architect's Certificate of Substantial Completion (if applicable) on an AIA form or such other form approved by Landlord;

    (vi) Certificate of Occupancy (temporary as applicable);

    (vii) a set of as-built drawings of the Premises in CAD file format;

    (viii) Tenant's Form W-9; and

    (ix) a letter from the TDLR indicating compliance with the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes (for purposes hereof, compliance means that either no violations exist or that any violations have been remedied to the satisfaction of the TDLR).

Tenant shall supply either originals or counterparts of the foregoing documents. Tenant shall submit Tenant's application for payment to: Tenant Allowance Coordinator, Brixmor Property Group, 200 Ridge Pike, Suite 100, Conshohocken, PA 19428. (To expedite, Tenant may submit Tenant's request via email to tacoordinator@brixmor.com provided Tenant follows-up said email with a hard copy via U.S. Mail or overnight carrier service.) Tenant shall provide such additional evidence as Landlord may reasonably request in support of Tenant's costs. Recognizing Landlord's need to close timely Landlord's financial books and records, if Tenant has not satisfied all the conditions for payment of the Construction Allowance by the 365th day from the Rent Commencement Date then, as of such day, Tenant waives any and all rights to the payment of the Construction Allowance. If Tenant is in default of this Lease beyond applicable notice and cure periods, then Landlord may withhold payment of the Construction Allowance until such time as Tenant cures the default or Landlord accepts Tenant's cure. Prior to the payment of the Construction Allowance, if Landlord has terminated this Lease due to an Event of Default by Tenant, then Landlord's obligation to pay Tenant the Construction Allowance also shall terminate. If Tenant shall be a debtor in bankruptcy under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), then Landlord may defer payment of any Construction Allowance until after such time as the United States Bankruptcy Court has approved Tenant's assumption of this Lease on a final and non-appealable basis. Landlord shall be the legal title and beneficial owner of all improvements that are acquired with or funded by the Construction Allowance. Each party shall prepare its federal, state and local income tax forms and schedules, and calculate taxable income, in a manner consistent with Landlord's ownership of such improvements for all taxable years. Any question as to whether a cost qualifies as reimbursable leasehold improvement shall be governed by the Internal Revenue Code, the related IRS regulations, applicable case law, and Internal Revenue Service guidance. The provisions of this Section shall survive the termination of this Lease.

48. Waiver of Texas Deceptive Trade Practices Act. Tenant hereby waives all its rights under the Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et. seq.* of the Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Tenant's own selections, Tenant voluntarily consents to this waiver.

49. Intentionally deleted.

50. Medical Provisions.

(a) Installation, Insulation, and Filtering For Electronic, Electromagnetic, and X-Ray Machines. No X-ray machines or other electrical or electronic or electromagnetic or other similar or dissimilar medical equipment or machines or devices now existing or hereafter invented shall be installed or used in the Premises unless installed completely at Tenant's sole cost and expense, in accordance with all the terms and conditions of this Lease, including, without limitation, rules and regulations and requirements of the local board of fire underwriters, the local fire insurance exchange and all federal, state and municipal governmental and quasi-governmental authorities having jurisdiction thereof, and, not unless the same is properly electrically filtered and insulated so that there is no interference in the Premises with telephonic, video, fiber optic, data processing, radio, television or other similar or dissimilar communication, transmission or reception whether now existing or hereafter invented. All walls, ceilings, floors and doors of any room used for examination, diagnosis, testing, or therapy shall be properly shielded and shall comply with all rules, regulations, ordinances and other requirements from time to time in effect whether now or in the future of any and all Federal, State and Municipal authorities having jurisdiction thereof.

(b) Disturbance of Other Tenants. Tenant covenants and agrees not to suffer, allow or permit any offensive or obnoxious vibration, noise, odor or other undesirable effect to emanate from the Premises, or any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a disturbance to occupants of the building.

(c) Electrical and Plumbing System. Tenant covenants and agrees that Tenant's medical equipment does not need extraordinarily high voltage and the existing electrical system will be sufficient voltage for its equipment. Tenant further covenants and agrees that Tenant's medical equipment does not need special plumbing requirements and the existing plumbing system will not overburden Landlord's plumbing system capacity.

(d) Installation of Heavy Equipment. Tenant shall not install in the Premises any heavy equipment (i.e., x-ray machines) without written consent from Landlord.

(e) Medical Waste. Tenant covenants and agrees that the storage, handling, removal and disposal of all medical waste matter at or from the Premises shall be done in compliance with all applicable laws and/or legal requirements now or hereafter existing and shall be performed by Tenant at Tenant's sole cost and expense.

(f) Additional Liability Insurance. Tenant shall carry liability insurance that covers claims resulting from medical waste storage or disposal naming Landlord, its affiliates and/or managers as additional insured. Tenant shall also carry employer's liability insurance naming Landlord, its affiliates and/or managers as additional insured.

(g) Medical License. Tenant represents that it is and will, at all times during the Lease Term, be licensed to conduct the business contemplated and carried on in the Premises pursuant to the Permitted Use and Tenant agrees to maintain at all times, at its sole cost and expense, all requisite permits and/or licenses in connection therewith.

51. Right to Pledge. Notwithstanding anything to the contrary, Tenant shall have the right to pledge its leasehold interest and any of Tenant's property that is provided or financed by a third-party lender or vendor holding a purchase money lien on such property and Landlord agrees to promptly execute such documents as may reasonably be requested from any such third-party lender or vendor to evidence Landlord's waiver of its lien rights in such property.

52. Satellite Dish or Antenna. Tenant, at Tenant's sole cost and expense, shall have the right to install, operate, maintain, repair, replace and remove a satellite dish or antenna (together with all necessary related cables and equipment, the "Dish") at the Premises subject to the following terms, conditions and limitations: (i) the location of the Dish shall be on the roof of the Premises or such other location at the Shopping Center as Landlord shall reasonably direct (so long as such location provides for clear reception and transmission of signals) and Tenant agrees that in the event Landlord expands or reconfigures the Shopping Center so as to require the relocation of the Dish, Tenant agrees to relocate same, at its sole cost and expense, to a new location at the Shopping Center reasonably designated by Landlord (so long as such location provides for clear reception and transmission of signals); (ii) installation, operation, maintenance, repair, replacement and removal of the Dish and related equipment, and any attendant costs and expenses, including without limitation electric utility costs, shall be the sole responsibility of Tenant; (iii) if any roof penetrations are required in connection with the Dish, at Landlord's option such work shall be performed as follows: (a) by Landlord or its contractor, at Tenant's sole cost, payable upon demand as additional rent, or (b) by Tenant's contractor previously approved in writing by Landlord, subject to Landlord's supervision and inspection of work; (iv) any roof penetrations shall not invalidate any warranty applicable to the roof and Tenant agrees to indemnify, defend and hold Landlord harmless against any and all reasonable costs and expenses incurred by Landlord in connection with such an invalidation; (v) if required by Landlord, Tenant shall screen the Dish by providing fencing, screening material or landscaping reasonably satisfactory to Landlord; (vi) Tenant shall obtain and maintain, at all times during the term of the Lease, any permit, license or approval required by any governmental or regulatory body having jurisdiction over the installation, operation, maintenance, repair, replacement or removal of the Dish and upon Landlord's request, shall deliver evidence of same to Landlord; (vii) Tenant shall install, operate, maintain, repair, replace and remove the Dish in strict compliance with all applicable laws, ordinances, regulations, rules, orders and directives of any governmental or regulatory body having jurisdiction over any such activity and the terms and conditions of any permit, license or approval concerning the Dish; (viii) Tenant's installation or operation of the Dish shall not materially interfere with the operation of any other transmission or receiving device at or in the vicinity of the Shopping Center present at the time of installation. In the event of such interference, upon notice from Landlord, Tenant shall cease using or operating the Dish and take all steps necessary to eliminate such interference before resuming its use or operation; (ix) the Dish shall be used and operated by and for Tenant and not by or for the benefit of any other person or entity, solely for purposes of carrying out and facilitating Tenant's business operations at the Premises as permitted and limited under the Lease, and for no other purpose; (x) Tenant shall give Landlord reasonable prior notice of the Tenant's need to access the Dish for service, except in the case of an emergency; (xi) Tenant shall repair to Landlord's satisfaction all damage to the Premises or any other part of the Shopping Center (including but not limited to the building roof) resulting from Tenant's installation, operation, maintenance, repair, replacement and removal of the Dish; (xii) Tenant agrees to indemnify, defend and hold harmless Landlord from any costs, liabilities or damages arising from or caused by the installation, use or existence of said Roof Equipment; and (xiii) at the expiration or earlier termination of the Lease, Tenant shall remove the Dish and repair any and all damage caused by such removal.

GUARANTY

FOR VALUE RECEIVED and in consideration of, and as an inducement for the execution and delivery of the within Lease of even date by and between **BRIXMOR HOLDINGS 12 SPE, LLC**, a Delaware limited liability company and **KAMADA PLASMA, LLC**, a Delaware limited liability company d/b/a Kamada Plasma, for certain premises at the Northshore West in Houston, Texas, the undersigned, **KAMADA, INC.**, a Delaware corporation of 221 River St, 9th Floor, Hoboken, NJ 07030 (the "Guarantor") hereby guarantees to Landlord, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Tenant or the then-holder of the Tenant's interest under the Lease including Tenant's heirs, executors, administrators, successors, assigns (subject to the terms of the Lease), or by operation of law or other transfer (individually and collectively, the "Tenant"), and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant under the Lease; and Guarantor hereby covenants and agrees to and with Landlord that if a default shall at any time be made by Tenant, in the payment of the Rent and/or any other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, after the expiration of applicable notice and cure periods, Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord, and any arrears thereof, and shall, and will, forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The Lease is incorporated herein by reference; and unless specifically defined herein, all capitalized terms used in this Guaranty shall have the same meaning as the capitalized terms in the Lease.

This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty and shall continue to apply through all amendments, modifications, renewals and/or extensions of the Lease. The liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment (subject to the terms of the Lease), subletting, merger, or other transfer of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Landlord and Tenant, or by reason of an extension of time that may be granted by Landlord to Tenant, or by reason of any dealings or transactions between Landlord and Tenant, whether or not notice thereof is given to Guarantor. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty shall be construed in accordance with the laws of the State of Texas.

Provided Tenant has performed all of Tenant's covenants and obligations under the Lease and Guarantor has performed all of Guarantor's covenants and obligations under this Guaranty, then effective on the sixth anniversary of the Rent Commencement Date, Guarantor's liability under this Guaranty shall be limited to: an amount equal to twelve months' of Minimum Rent and Additional Rent based upon the prevailing rates at the time of demand; plus all interest and late fees on any past due amount owed to Landlord pursuant to the Lease; plus all collection costs incurred by Landlord in enforcing the Lease and/or this Guaranty, including without limitation attorneys' fees and expenses.

This Guaranty may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart. The signature pages taken from separate individually executed counterparts of this Guaranty may be combined to form multiple fully executed counterparts; and the delivery (i.e., the transmission by either party) of his, her or its signature on an original or any copy of this Guaranty (1) in electronic photostatic format (e.g., .pdf or .tiff file extension name) or similar format as an attachment to electronic mail ("email"), or (2) via electronic signature technology (e.g., DocuSign) shall be deemed to be the delivery by such party of his, her or its original signature hereon (and shall be treated in all respects as having the same effect as delivery of an original, so-called "wet ink" signature). All executed counterparts of this Guaranty shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

GUARANTOR:

KAMADA, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 8.1

SIGNIFICANT SUBSIDIARIES

Our significant subsidiaries are set forth below, all of which are either 100% owned by us or controlled by us.

Legal Name	Jurisdiction
KI Biopharma LLC	Delaware
Kamada Inc.	Delaware
Kamada Plasma LLC	Delaware (wholly owned by Kamada Inc.)
Kamada Assets (2001) Ltd.	Israel
Kamada Ireland Limited	Ireland

Exhibit 11.1

KAMADA LTD.

INSIDER TRADING POLICY

Adopted by the Board of Directors in March 2025

This Insider Trading Policy (this "**Policy**") provides guidelines and restrictions to all personnel, including directors, officers, employees, including those that are full-time, part-time or employed through third parties, consultants and any other person who receives or has access to material non-public information ("**Company Personnel**"), of Kamada Ltd. and its subsidiaries (collectively, "**Kamada**" or the "**Company**"), for transactions in the Company's securities and the handling of confidential and material non-public information about the Company and others with which it does business.

All Company Personnel should be aware of the provisions of this Policy. Failure to observe the prohibitions and procedures set forth below could result in serious civil and criminal liabilities, for you and possibly the Company under both United States and Israeli securities laws. The Securities and Exchange Commission (the "**SEC**") has the authority to impose large fines on the Company and on the Company's directors, executive officers and controlling stockholders if the Company's employees engage in insider trading and the Company has failed to take appropriate steps to prevent it (so-called "controlling person" liability). **Individuals may face personal liability, including fines and potential imprisonment. In addition, failure to comply with this Policy may subject you to Company-imposed sanctions, including dismissal, regardless of whether or not such failure to comply with this Policy results in a violation of law.**

POLICY

As a public company, traded both in the United States and in Israel, Kamada is subject to certain provisions of United States federal securities laws and regulations, as well as Israeli securities laws and regulations. Pursuant to these laws and regulations, "insider trading", which is the use of material information about the Company that is not known to the investing public, and, if it were known to the public, would likely have a significant effect on the market price of the Company's securities or a person's decision to buy, sell or hold the Company's securities (such information is referred to in this Policy as "material non-public information," and is more fully explained in *Guidelines, Item 3* below), including, for example, for personal benefit or for the benefit of others or to "tip" others who might make an investment decision on the basis of such information, is illegal. It is the policy of the Company to comply with all insider trading laws and regulations.

RESPONSIBILITY

Company Personnel may create, use or have access to material non-public information. Each individual has an important ethical and legal obligation to maintain the confidentiality of such information and not to engage in any transactions in the Company's securities while in possession of material non-public information. Company Personnel or Related Parties (as defined in *Guidelines, Item 2* below) may, from time to time, have to forego a proposed transaction in the Company's securities even if he or she planned to make the transaction before the Company Personnel learned of the material non-public information and even though he or she may suffer an economic loss or forego anticipated profit by waiting. Trading in securities in violation of applicable insider trading laws or this Policy by providing others with material non-public information (whether or not you derive any benefit from such actions or were aware of the intent by such persons to trade), may subject you to severe civil and criminal penalties, in addition to disciplinary action by the Company as more fully set out in *Guidelines, Item 16* below.

COMPLIANCE OFFICER

The Company's Compliance Officer is its General Counsel. The Compliance Officer is responsible for the administration of this Policy. In the absence of the Compliance Officer, the Chief Financial Officer, or in his absence, an officer or director designated by the Compliance Officer shall be responsible for administration of this Policy. This Policy does not attempt to deal with all of the considerations that may be applicable to certain securities transactions. If you have any questions about specific information or proposed transactions, or as to the applicability or interpretation of this Policy or the propriety of any desired action, you are encouraged to contact the Compliance Officer. Do not try to resolve uncertainties on your own. Remember, however, the ultimate responsibility for complying with this Policy and avoiding improper transactions rests with you. In this regard, it is imperative that you use your best judgment. A claim of lack of understanding of the Company's policies or of governing legal standards in this sensitive area will not excuse any non-compliance.

All types of "securities" are covered by this policy, including ordinary shares, options, warrants and all forms of debt securities (e.g., bonds, notes, debentures), whether or not convertible or exchangeable, as well as instruments that derive their value from the price of the Company's securities (all references to "Company securities" in this Policy include such derivative securities of the Company).

GUIDELINES

1. Prohibition.

In general, United States and Israeli securities laws and/or this Policy prohibit Company Personnel from:

(a) buying, selling or otherwise trading (including for the benefit of another) in the Company's securities (including derivative securities) while in possession of material non-public (or "inside") information;

(b) communicating (or "tipping") such information to third parties, including family members, friends, social acquaintances and anyone who lives in your household;

(c) recommending the purchase or sale of the Company's securities (including derivative securities) while in the possession of material non-public information (under Israeli law, an actual trade is not required);

(d) assisting anyone engaged in any of the above activities; and

(e) answering questions or providing information about the Company and its affairs to third parties unless you are specifically authorized to do so or it is a regular part of your position.

This prohibition also applies to material, non-public information about, and the securities of, other companies (*e.g.,* collaboration partners, customers or suppliers) with which the Company has a relationship.

There are no exceptions to this Policy other than those described in *Guidelines, Item 7* below. For example, if you possess material non-public information, you are prohibited to engage in transactions in the Company's securities (including derivative securities) even if such transactions are otherwise necessary or justifiable for independent reasons (such as personal financial commitments or the need to raise money for a personal emergency expenditure).

2. Transactions by Family Members; Entities Controlled by You.

The prohibitions outlined in this Policy also apply to your family members, others living in your household or who are financially dependent on you, and any entities (including but not limited to any corporation, limited liability company, partnership, trust or other entity) under your or your family member's control ("**Related Parties**"). Company Personnel are expected to be responsible for the compliance of all Related Parties to this Policy and therefore, should make Related Parties aware of the need to confer with this Policy before they trade in Company securities. This Policy does not, however, apply to personal securities transactions of Related Parties where the purchase or sale decision is made by a third party not controlled by, influenced by or related to you or such Related Parties (for avoidance about, excluding any Qualified Selling Plan, as defined in *Guidelines, Item 10*). This Policy applies to all individuals and entities described above, even if the activities prohibited in this Policy are not illegal in the country where any particular person or entity is located.

3. Material Non-Public Information.

Material Information. Information is "material" for the purposes of the United States securities laws and this Policy if such information, if publicly known, would likely affect either the market price of the Company's securities, for better or for worse, or a person's decision to buy, sell or hold the Company's securities. Under Israeli law, "inside information" includes information that is not known to the public and, if it were known to the public, would cause a significant change in the price of the Company's securities (including derivative securities).

Non-public Information. Non-public information is any information that has not been disclosed effectively to the investing public. The information must be widely disseminated in a manner making it generally available to investors, such as by press release or in the Company's public disclosure documents filed with the SEC and the Israel Securities Authority, is necessary to make the information public. For information to be considered public, it must not only be disclosed publicly, but there also should be sufficient time for the investing public to absorb and evaluate the information before you trade in the Company's securities. Although timing may vary depending upon the circumstances and jurisdiction, a good rule of thumb is that information is considered non-public until the completion of the second full trading day has passed after public disclosure. For example, if the Company issues an earnings release on a Friday before the opening of the market, the information contained in the release would be considered "public" upon the opening of the market the following Tuesday. If the information released is complex, such as a prospective major financing or other transaction, it may be necessary to allow additional time for the information to be absorbed by the investing public. In such circumstances, you will be notified by the Compliance Officer regarding a suitable waiting period before trading in the event it differs from the Company's standard policy.

Either positive or negative information may be material. No simple "bright line" test exists to determine when information is material; assessments of materiality involve a highly fact-specific inquiry and will be more often than not determined in hindsight based by the impact on the share price. For this reason, you should direct any questions about whether information is material to the Compliance Officer. Although it is not possible to list all types of material information, the following are a few examples of information that is particularly sensitive and should be treated as material:

- the status (positive or negative) of existing collaborations;
- potential new collaborations;
- significant clinical or regulatory developments;
- significant new products, product development or discoveries;
- actual or threatened material investigation or litigation or major development in or the resolution of such investigation or litigation;
- the results or developments, favorable or not, of a clinical trial;
- the gain or loss of a material contract, customer, license or collaboration;
- significant cybersecurity incidents;
- significant changes, developments or delays in technological processes or manufacturing;
- a significant financing transaction (including public or private offerings or sales of debt or equity securities) or significant borrowing;
- financial results, in particular quarterly or annual earnings results, or material changes to previously filed financial statements;
- projections or estimations of future revenues, results or sales or material changes thereto;
- earnings or losses;
- significant transactions, such as a pending or proposed merger, acquisition, sale of a substantial portion of the Company's assets, joint venture, tender offer or other significant transaction;
- dividend distributions or significant changes in dividend policies, stock splits or the offering of additional securities;

- significant restructuring;
- changes in management or key personnel or control; and
- impending bankruptcy or financial liquidity problems.

In addition, rumors or speculative information concerning the Company that, if true, would be material non-public information, are deemed material non-public information for purposes of this Policy, and you should not trade on the basis of them.

The Company emphasizes that this list is merely illustrative. If you have any question as to whether particular information is material or non-public, you should not trade or communicate the information to anyone without prior approval by the Compliance Officer. Remember, however, the ultimate responsibility for complying with this Policy and avoiding improper transactions rests with you.

4. "Tipping."

Company Personnel may be liable for communicating or tipping material, non-public information to a third party ("tippee"). Furthermore, tippees inherit an insider's duties and are liable for trading on material, non-public information illegally tipped to them by an insider. Similarly, just as insiders are liable for the insider trading of their tippees, so are tippees who pass the information along to others who trade.

Accordingly, Company Personnel are prohibited from recommending or suggesting to anyone else (including Related Parties, friends or acquaintances) to buy, sell or hold the securities of any company, including those of the Company, while they are in the possession of material non-public information of the Company or other companies, as applicable. Tipping also includes making recommendations, "signaling," or expressing opinions about trading, while aware of material non-public information. In fact, Company Personnel should not recommend to any other person that they buy, sell or hold securities of the Company, even when not in possession of material non-public information, because such a recommendation could be imputed to the Company and could be misleading if such Company Personnel is not aware of all relevant information. Company Personnel are prohibited from using material non-public information for personal benefit, or to pass on, or "tip," the information to someone who does so. Use of material non-public information to gain personal benefit and tipping are illegal irrespective of the amount of loss or gain. You can be held liable both for your own transactions and for transactions effected by the person acting on the tip (a "tippee") or even a tippee of a tippee. It is the Company's policy to prohibit the disclosure of non-public information to any person, whether inside or outside the Company, unless the person receiving such information has a legitimate need to know such information and is subject to a confidentiality agreement.

5. Short-term, Speculative Transactions.

The Company has determined that there is a substantial likelihood for the appearance of improper conduct by Company Personnel when they engage in short-term or speculative securities transactions. Therefore, Company Personnel are prohibited from engaging in any of the following activities involving the Company's securities:

(a) purchasing the Company's securities on margin (borrowing money from a stock broker to fund the securities purchase);

(b) pledging Company securities;

(c) short sales (selling short is a practice of selling more securities than you own, a technique used to speculate on a decline in the securities price);

(d) buying or selling puts or calls (a put is a right to sell at a specified price a specified number of securities by a certain date and is utilized in anticipation of a decline in the security price. A call is a right to buy at a specified price a specified number of securities by a certain date and is utilized in anticipation of a rise in the security price). The only equity securities of the Company that may generally be purchased or sold by Company Personnel are the Company's ordinary shares; and

(e) engaging in derivative or hedging transactions relating to the Company's securities (e.g., exchange traded options etc.).

This prohibition is not intended to apply to transactions that may involve one or more of the foregoing activities if those transactions are entered into solely for the purpose of deferring the effective date of a sale for tax or other non-speculative purposes. Please note, however, that entering into any such transaction must be done at a time when trading in the Company's securities is permitted. If due to the unique nature of the proposed transaction or its complexity it is not clear whether there is a substantial likelihood for the appearance of improper conduct, Company Personnel should seek the consent of the Compliance Officer before entering into such transaction in accordance with the pre-clearance provisions set forth in *Guidelines, Item 14* below.

6. Market Manipulation and Influencing a Security's Price.

It is prohibited to engage in market manipulation and to fraudulently influence the price of securities (such as by placing fictitious purchase or sale orders to create an impression of large demand or supply thereby intending to cause an increase or decrease in the price of the security). Pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the person committing such a fraudulent act may be subject to fines and/or imprisonment. In addition, the person committing the fraudulent act may also expose him/herself to a civil action by the party who suffered damages as a result of the fraudulent acts. Therefore, Company Personnel are strictly prohibited from committing any acts or omissions which constitute or could constitute such manipulation of the Company's securities and the Compliance Officer must be updated without delay in any event of a suspicion that such an act was committed.

7. Certain Exceptions.

The following transactions are exempt from the provisions set out in *Guidelines, Item 1 and 8* of this Policy:

(a) The vesting or exercise of options for the purchase of securities or other equity awards under any Company equity incentive plan, including the Company's 2011 Israeli Share Award Plan, as may be amended from time to time, the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations, are all exempt from this Policy, because the other party to the transaction is the Company itself and the price does not vary with the market, but instead is fixed by the terms of the equity award agreement or the plan. However, the securities so acquired may not be sold except in accordance with this Policy. For the avoidance of doubt, this Policy applies to any market sale for the purpose of generating the cash needed to pay the exercise price of an option or tax withholding due upon vesting of an option (e.g. cashless exercise). In addition, transactions in mutual funds that are invested in securities of the Company are not transactions subject to this Policy.

(b) Purchases of the Company's securities from the Company or sales of the Company's securities to the Company.

(c) Purchases or sales made pursuant to a Qualified Selling Plan, as defined in *Guidelines, Item 10* below and in accordance therewith.

8. Blackout Periods.

Company Personnel and Related Parties are restricted from trading in Company securities at certain times throughout the year as described below ("**Blackout Period/s**").

Company Personnel and Related Parties may not buy, sell or otherwise trade (including for the benefit of another) in Company securities during the period (i) beginning on 15th day before the end of any fiscal quarter of the Company and ending upon completion of the second full trading day after the public release of earnings data for such fiscal quarter (or, in the case of the fourth quarter, year), (ii) beginning at the time of any public announcement of a significant corporate transaction or event and ending upon the completion of the second full trading day after such announcement, or (iii) during any other trading suspension period declared by the Company, which may be declared with respect to all or certain Company Personnel and their Related Parties. The day of publication shall be included as a "trading day" if the shares are traded on that day. For purposes of this Policy, a "trading day" is a day on which NASDAQ Stock Market is open for trading.

It should be noted that even during permitted trading periods ("**Trading Windows**"), any Company Personnel or Related Party possessing material non-public information concerning the Company shall not engage in any transactions in the Company's securities until such information has been known publicly for at least one full trading day. Furthermore, there are times when the management of the Company may be aware of a material non-public development but at its discretion does not disclose it to all Company Personnel. Although you may not know the specifics of the development, if you engage in a trade before such development is resolved or disclosed to the public you might expose yourself and the Company to a charge of insider trading that could be costly and difficult to refute. In addition, a trade by you during such time could result in adverse publicity for the Company. Therefore, the Company may from time to time prohibit any transactions in Company securities for specified periods, even during Trading Windows. This notice may be given to all Company Personnel or to Company Personnel involved with specific matters. In the event you are informed of any such Blackout Period, you should treat such notification in itself as material non-public information and it should not be disclosed to any third party.

Each person is individually responsible at all times for compliance with the prohibitions against insider trading. Trading in the Company's securities during Trading Windows should not be considered as "safe harbor," and all Company Personnel should use good judgment at all times.

Specific exceptions may be made, with prior approval, in special situations when the Company Personnel does not possess material non-public information or the exception would not otherwise contravene the law or the purposes of this Policy. Any request for an exception must be directed to the Compliance Officer.

The Compliance Officer shall issue a notice to Company Personnel: (i) at the beginning of each Blackout Period, informing of its applicability; and (ii) upon the removal of the Blackout Period once the Blackout Period ends.

9. Post–Termination Transactions.

The restrictions set forth in this Policy apply to Company Personnel and Related Parties following the termination of such Company Personnel's employment, engagement or term of office, as applicable, for the longer of the following: (1) if Company Personnel is aware of material non-public information when his or her employment, engagement or term of office terminates, until such information ceases to be material or until the close of business on the second trading day following the date on which such information is publicly disclosed, (2) if the termination of employment, engagement or term of office occurs during a Blackout Period, until the expiration of the Blackout Period and (3) for such period as the Company shall determine such person is likely to be in possession of material non-public information, such determination shall be made by at least two of the following individuals (excluding the applicable Company Personnel): the Company's Chairman of the Board of Directors, Chairman of the Audit Committee, Chief Executive Officer, Chief Financial Officer or General Counsel.

In the event of departure due to Company Personnel's death, his/her Related Parties shall no longer be considered subject to this Policy; however, the prohibition on trading in the Company's securities when in possession of material non-public information shall continue to apply.

10. Trading Plans.

The restrictions set forth above will not apply to transactions in the Company's securities made pursuant to a Qualified Selling Plan. For purposes of this exception, a "**Qualified Selling Plan**" is a written plan, contract or instruction for purchasing or selling the Company's shares which meets each of the following requirements:

(a) the plan is adopted by Company Personnel during a period when transactions in the Company's securities are permitted pursuant to this Policy and not in a Blackout Period;

(b) the plan is adopted during a period when Company Personnel adopting the plan is not in possession of material non-public information;

(c) the plan is reviewed and approved by the Compliance Officer prior to establishment or modification (to the extent permitted under applicable law) to confirm compliance with this Policy and the United States and Israeli securities laws;

(d) the plan is adhered to strictly by Company Personnel;

(e) the plan must either (i) specify the amount, pricing and timing of transactions in advance; (ii) include a written formula or algorithm, or computer program for determining the amount, price and date of the transactions; or (iii) if permitted under applicable law, delegate discretion on these matters to an independent third party (in which case the plan must prohibit the Company Personnel from exercising any subsequent influence over the transactions in the Company' securities under the plan);

(f) no purchases or sales may occur under the plan following its adoption until the expiration of any cooling-off period required under applicable law;

(g) the plan allows for the cancellation of a transaction and/or suspension of such plan upon notice and request by the Company to the plan's administrator if any proposed trade (i) fails to comply with applicable laws or (ii) would create material adverse consequences for the Company;

(h) at the time it is adopted, the plan conforms to all other requirements of (i) Rule 10b5-1(c) under the Exchange Act, or (ii) for securities that are traded only on the Tel Aviv Stock Exchange Ltd. ("**TASE**"), the Israel Securities Authority's SLB 101-18 (safe harbor with respect to the use of inside information in transactions in securities of a corporation by key officers, employees and major shareholders), in each case as may be amended from time to time; and

(i) the plan provides that the transactions be effected on Nasdaq or the TASE (as the case may be).

Once the plan is adopted, (i) Company Personnel may not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date(s) of the trade(s) and (ii) the plan may not be terminated or altered unless permitted under applicable law, and in such case only during a period that complies with the description in both subsections (a) and (b) above, and upon such termination or alteration, Company Personnel is to notify the Company of such termination or alteration.

None of the Company, the Compliance Officer or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a plan submitted pursuant to this Policy. Notwithstanding any review of a plan pursuant to this Policy, none of the Company, the Compliance Officer or the Company's other employees assumes any liability for the legality or consequences relating to such plan to the person adopting such plan.

The Company may make a public announcement or disclose that plans are being implemented and will consider in each case whether a public announcement or disclosure of a particular plan should be made in accordance with applicable law.

11. Confidentiality Guidelines.

To provide more effective protection against the inadvertent disclosure of material non-public information about the Company or others with which the Company does business, the Company has adopted the following guidelines in addition to the prohibitions above. These guidelines are not intended to be exhaustive and should be read together with the Company's Disclosure Policy. Additional measures to secure the confidentiality of information should be undertaken as deemed necessary under the circumstances. If you have any doubt as to your responsibilities with respect to confidential information, please seek clarification and guidance from the Compliance Officer before you act.

The following guidelines establish procedures with which Company Personnel should comply in order to maximize the security of confidential information:

(a) do not discuss internal Company matters or developments with anyone outside the Company or even with other Company Personnel, except as required in the performance of your regular duties and provided the recipient is subject to a confidentiality agreement;

(b) do not discuss any Company matter in public places, such as airplanes, elevators, taxicabs, hallways, restrooms, restaurants, etc., where conversations might be overheard;

(c) do not discuss any Company matter in a place where family members, friends or acquaintances may overhear;

(d) do not leave confidential documents and other materials in conference rooms following the conclusion of any meetings and do not leave documents disclosing Company matters in areas (e.g., on counters in hallways) where they may be read by a passerby;

(e) do not participate in "chat rooms" or other electronic discussion groups on the Internet or through social media applications concerning the activities of the Company or of other companies with which the Company does business, even if you do so anonymously;

(f) use passwords to restrict access to the information on computers, tablets, memory sticks; and

(g) limit access of others to particular locations or physical areas where material non-public information is likely to be documented or discussed.

12. Prohibition on Disclosure to Analysts and Media.

If any Company Personnel receives inquiries about the Company from securities analysts, reporters or others, he or she should decline comment and direct them to the Company's Chief Executive Officer or Chief Financial Officer.

13. Presumption of Insider Trading Under Israeli Law.

Under Israeli law, if a director or other office holder, controller or internal auditor of the Company (or any other person fulfilling such position even if his/her title is different), or a family member or entity controlled by any of the them, purchases securities of the Company (including derivative securities of the Company) within three months of the date that he or she sold securities of the Company (or sells securities of the Company within three months of the date that he or she purchased securities of the Company), it would be presumed that such person used inside information, and such person would have the burden to prove that he or she did not use inside information unless under the circumstances it is reasonable that her or she did not possess inside information at the relevant time. Therefore, although this Policy does not prohibit purchases and sales by such individuals within a three-month period, this Policy strongly discourages such practice.

14. Pre-clearance Procedures.

While the onus of complying with all insider trading and filing requirements remains with the individual, to provide assistance in preventing inadvertent violations and avoiding even the appearance of an improper transaction, the following procedure is being implemented for all Company Personnel.

(a) Subject to the exemption in subsection (c) below, no Company Personnel or Related Party may, directly or indirectly, purchase or sell (or otherwise make any transfer, gift, pledge or loan of) any Company securities at any time without first obtaining prior approval from the Compliance Officer or the Company's Compliance Manager (each, the "**Pre-Clearance Officer**"). The Chief Executive Officer or the Chief Financial Officer shall have the authority to decide whether to clear transactions by the Pre-Clearance Officer or its Related Parties.

(b) The Pre-Clearance Officer shall record the date each request is received and the date and time each request is approved or disapproved. If the Pre-Clearance Officer has approved the request, such approval shall be certified in writing (including by email). Unless revoked, a grant of permission will remain valid until the close of five trading days following the day on which it was granted. If the transaction does not occur during the five-trading day period, pre-clearance of the transaction must be re-requested. Even if a trade has received pre-clearance, such Company Personnel or Related Party may not engage in a trade if (i) such pre-clearance has been rescinded by the Pre-Clearance Officer; (ii) such Company Personnel or Related Party has otherwise received notice that the trading window has closed; or (iii) such Company Personnel or Related Party has or acquires material non-public information concerning the Company.

(c) Pre-clearance is not required for purchases and sales of securities under a Qualified Selling Plan, provided that the plan was adopted in accordance with this Policy. With respect to any purchase or sale under a Qualified Selling Plan, the third-party effecting transactions on behalf of the Company Personnel or Related Party should be instructed to send duplicate confirmations of all such transactions to the Pre-Clearance Officer.

The Pre-Clearance Officer does not assume responsibility for, and approval from the Pre-Clearance Officer does not protect the Company Personnel or Related Party from, the consequences of prohibited insider trading.

15. Reporting Violations.

If you know or have reason to believe that this Policy or the special trading procedures described above have been or are about to be violated, you should immediately bring the actual or potential violation to the attention of the Compliance Officer. Such information may be conveyed on an anonymous basis pursuant to the Company's Whistleblower Policy, but sufficient details should be given to enable a proper investigation.

16. Penalties for Violations.

Under United States law, an individual may be subject to criminal fines and/or imprisonment for violating the securities laws by engaging in transactions in securities at a time when they are in possession of material non-public information. In addition, the SEC may seek the imposition of a civil penalty based on the profits made or losses avoided from the trading. Insider traders must also disgorge any profits made and are often subjected to an injunction against future violations. Violators can also be barred from serving as officers or directors of public companies. Under some circumstances, individuals may be subjected to civil liability in private lawsuits. In addition, under Israeli law, individuals may be subject to a criminal fine or imprisonment, or administrative sanctions. Violators may also be barred from serving as officers or directors of public companies for up to five years.

Failure to comply with this Policy could result in serious civil and criminal liabilities, for you and possibly the Company under both United States and Israeli securities laws. The Company may be subject to so-called "controlling person" liability. In addition, failure to comply with this Policy, or any refusal or failure by you to cooperate fully with the Company in any investigation of a possible violation of this Policy, will be regarded by the Company as a very serious matter and, may subject you to Company-imposed sanctions, including dismissal, regardless of whether or not such failure to comply with this Policy results in a violation of law. It is important to note that regardless of a violation of law, an investigation into potential insider trading by United States and/or Israeli enforcement authorities that does not result in prosecution, can tarnish a person's and a Company's reputation, thereby causing irreparable damage.

This document states a policy of the Company and is not intended to be regarded as the rendering of legal advice. Company Personnel who have questions about the matters contained herein should speak with his or her own attorney or the Compliance Officer.

Exhibit 12.1

I, Amir London, certify that:

1. I have reviewed this annual report on Form 20-F of Kamada Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 5, 2025

/s/ Amir London
Amir London
Chief Executive Officer

Exhibit 12.2

I, Chaime Orlev, certify that:

1. I have reviewed this annual report on Form 20-F of Kamada Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 5, 2025

/s/ Chaime Orlev
Chaime Orlev
Chief Financial Officer

Exhibit 13.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Kamada Ltd. (the "Company") on Form 20-F for the period ended December 31, 2024 as filed with the Securities and Exchange Commission (the "Report"), I, Amir London, Chief Executive Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 5, 2025

/s/ Amir London
Amir London
Chief Executive Officer

In connection with the Annual Report of Kamada Ltd. (the "Company") on Form 20-F for the period ended December 31, 2024 as filed with the Securities and Exchange Commission (the "Report"), I, Chaime Orlev, Chief Financial Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 5, 2025

/s/ Chaime Orlev
Chaime Orlev
Chief Financial Officer

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form F-3 (File No. 333-274443) and Form S-8 (File Nos 333-192720, 333-207933, 333-215983, 333-222891, 333-233267 and 333-265866) of Kamada Ltd. (the "Company") of our reports dated March 5, 2025, with respect to the Company's consolidated financial statements and the effectiveness of internal control over financial reporting of the Company included in this Annual Report on Form 20-F for the year ended December 31, 2024.

/s/ KOST FORER GABBAY & KASIERER
KOST FORER GABBAY & KASIERER
A member of EY Global

Tel Aviv, Israel
March 5, 2025

Exhibit 97.1

KAMADA LTD.
COMPENSATION RECOUPMENT POLICY

Effective Date: December 1, 2023

In the event of any required accounting restatement of the financial statements of Kamada Ltd. (the "Company") due to the material noncompliance of the Company with any financial reporting requirement under the applicable U.S. federal securities laws or applicable Israeli laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "Restatement"), the Board of Directors of the Company (or any committee to which the Board of Directors may delegate its authority) (the "Board") shall recover reasonably promptly from any person, who is or was an executive officer, as such term is defined in Rule 10D-1 adopted under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of the Company (each, a "Covered Person") the amount of any "Erroneously Awarded Incentive-Based Compensation" (as defined below).

The amount of incentive-based compensation that must be recovered from a Covered Person pursuant to the immediately preceding paragraph in the event that the Company is required to prepare a Restatement is the amount of incentive-based compensation received by a Covered Person that exceeds the amount of incentive-based compensation that otherwise would have been received had it been determined based on the restated amounts and must be computed without regard to any taxes paid (referred to as the "Erroneously Awarded Incentive-Based Compensation"). For incentive-based compensation based on stock price or total shareholder return, where the amount is not subject to mathematical recalculation directly from the information in a Restatement, the amount must be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return, as applicable, upon which the incentive-based compensation was received, and the Company must maintain documentation of that reasonable estimate and provide such documentation to the Nasdaq Stock Market LLC ("Nasdaq"). For the purposes of this policy, incentive-based compensation will be deemed to be received in the fiscal period during which the financial reporting measure specified in the applicable incentive-based compensation award is attained, even if the payment or grant occurs after the end of that period.

In determining the amount of Erroneously Awarded Incentive-Based Compensation to be recovered from a Covered Person, this policy shall apply to all incentive-based compensation received by a Covered Person: (i) after beginning service as an executive officer; (ii) who served as an executive officer at any time during the performance period for the incentive-based compensation; (iii) while the Company has a class of securities listed on a national securities exchange or a national securities association; and (iv) during the three completed fiscal years immediately preceding the date that the Company is required to prepare a Restatement, including any applicable transition period that results from a change in the Company's fiscal year within or immediately following those three completed fiscal years. For this purpose, the Company is deemed to be required to prepare a Restatement on the earlier of: (i) the date the Board, or the Company's officers authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement; or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement. The Company's obligation to recover Erroneously Awarded Incentive-Based Compensation is not dependent on if or when the restated financial statements are filed with the Securities and Exchange Commission.

The Company shall recover the Erroneously Awarded Incentive-Based Compensation from Covered Persons unless the Board determines that recovery is impracticable because: (i) the direct expense to a third party to assist in enforcing this policy would exceed the amount of Erroneously Awarded Incentive-Based Compensation; provided that the Company must make a reasonable attempt to recover the Erroneously Awarded Incentive-Based Compensation before concluding that recovery is impracticable, document such reasonable attempt to recover the Erroneously Awarded Incentive-Based Compensation and provide such documentation to Nasdaq; or (ii) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the applicable requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder or any applicable Israeli law.

For purposes of this policy, "incentive-based compensation" refers to any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a "financial reporting measure," which refers to measures that are determined and presented in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standard Board, which are used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are also financial reporting measures for this purpose. For avoidance of doubt, a financial reporting measure need not be presented within the Company's financial statements or included in a filing with the Securities and Exchange Commission.

In no event will the Company indemnify any Covered Person for any amounts that are recovered under this policy. This policy is in addition to (and not in lieu of) any right of repayment, forfeiture or right of offset against any employees that is required pursuant to any statutory repayment requirement (regardless of whether implemented at any time prior to or following the adoption or amendment of this policy), including Section 304 of the Sarbanes-Oxley Act of 2002. Any amounts paid to the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 shall be considered in determining any amounts recovered under this policy.

The application and enforcement of this policy does not preclude the Company from taking any other action to enforce a Covered Person's obligations to the Company, including termination of employment or institution of legal proceedings. The terms of this policy shall be binding and enforceable against all persons subject to this policy and their beneficiaries, heirs, executors, administrators or other legal representatives.

This policy does not impede any rules applicable to the Company under applicable law, including (without limitation) Israeli law, and is in addition to, and not in lieu of, and shall not derogate from, any other rights or obligations of the Company under applicable law, regulation or rule or any similar policy. This policy shall be interpreted in a manner that is consistent with Rule 10D-1 under the Exchange Act, Rule 5608 of the Nasdaq listing rules and any related rules or regulations adopted by the Securities and Exchange Commission or Nasdaq (the "Applicable Rules") as well as any other applicable law. To the extent applicable law, regulation or rule (including, without limitation, Israeli law or the Applicable Rules) require recovery of incentive-based compensation in additional circumstances besides those specified above, nothing in this policy shall be deemed to limit or restrict the right or obligation of the Company to recover incentive-based compensation to the fullest extent required by applicable law, regulation or rule (including, without limitation, Israeli law or the Applicable Rules) or in any compensation policy, employment agreement, equity plan, equity award agreement or similar arrangement.