Paz Retail and Energy Ltd.

("the Company")

Outline

For the offering of securities to officers and other employees of the Company and the Company's subsidiaries (hereinafter together: the "Offerees"), in accordance with Section 15B(a)(1) of the Securities Law, 5728-1968 (hereinafter: the "Securities Law"), the Securities Regulations (Details of an Outline of an Offering of Securities to Employees), 5760-2000 (hereinafter: the "Outline Regulations") and the Securities Regulations (Periodic and Immediate Reports), 5730-1970 (hereinafter: the "Reporting Regulations"), which also constitutes an amendment to the Original Outline as defined below, all as detailed below.

of

Up to 700,000 Warrants, not listed for trading, which upon the fulfillment of certain conditions as detailed below, will be exercisable into up to 700,000 ordinary shares of the Company, 5 NIS par value each, registered in name, subject to adjustments (hereinafter: the "Warrants"), including Warrants from the aforementioned quantity that will be allocated, and the Offeree's right to receive them expires or is canceled, and they are not exercised into shares, and are returned to the pool, all subject to the details in the Amended Outline below (and for the avoidance of doubt, 372,045 Warrants given that 327,955 Warrants have already been allocated to officers and employees of the Company and its subsidiaries to date under the Original Outline).

The Warrants will be offered to the Offerees, without consideration, provided that they are not and will not be an "interested party" or have an interest in the Company (as this term is defined in the Securities Law) by virtue of their holdings in the Company's shares, including after the exercise of the Warrants into shares. It should be noted that the Chairman of the Board and the Company's CEO, who are among the Offerees according to this Amended Outline, are interested parties in the Company by virtue of their positions.

The Amended Outline will apply to the Offerees, subject to the completion of any procedure required by law, including the provisions of Section 102 of the Income Tax Ordinance [New Version], 5721-1961 (hereinafter: the "Ordinance" or the "Income Tax Ordinance") and the rules enacted thereunder, as they may be amended from time to time (hereinafter: the "Rules"), to the extent applicable, and the provisions of the Securities Law and the regulations thereunder.

Outline Date: November 27, 2024 (as amended on May 20, 2026)

Table of Contents

Chapter 1 - Introduction

1.1. General

1.1.1. Definitions

The following terms shall have the meanings specified beside them unless the context requires otherwise:

"Subsidiary" - A company controlled by the Company.

"Companies Law" -	The Companies Law, 5759-1999.
"Manager" and/or "Plan Manager" -	The Company's Board of Directors or a committee appointed by the Company's Board of Directors and authorized by it to manage the Plan, as defined in Section 1.2.1 below, and subject to the provisions of the Companies Law.
"Exercise Shares" -	Shares allocated or to be allocated by the Company following the exercise of Warrants granted to an Offeree, all in accordance with the provisions of the Plan and this Amended Outline. The Exercise Shares will be listed for trading after their allocation.
"Group" -	The group of companies controlled by Paz Retail and Energy Ltd.
"Term of the Warrants" -	As defined in Section 2.7 below.

1.1.2. On November 27, 2024, the Company published an outline allowing for the grant of up to 600,000 non-marketable Warrants without consideration (hereinafter: "Warrants"), each exercisable into one ordinary share of the Company, 5 NIS par value each, registered (hereinafter: "Ordinary Share"), to Offerees which included, among other things, the grant described in Section 1.1.3 below (hereinafter: the "Original Outline").

1.1.3. Furthermore, on November 26, 2024, the Board of Directors approved, following the approval of the Compensation Committee, the allocation of 217,075 Warrants, which will be allocated to the Chairman of the Board, the CEO, and officers of the Company (of which 39,322 Warrants will be allocated to the Company's Chairman of the Board and 50,123 Warrants will be allocated to the Company's CEO), in accordance with the Plan and the terms of the Warrants detailed in Chapter 2 below and subject to the permits and approvals as stated in Section 1.2 below (hereinafter: the "First Allocation").

1.1.4. By May 20, 2026, the date of publication of this Amended Outline, the Company allocated, according to the Original Outline, 327,955 warrants (including the First Allocation), out of the quantity of warrants that could be granted according to the Original Outline as stated in Section 1.1.2 above (hereinafter: "The quantity of Warrants allocated under the Original Outline").

1.1.5. On May 19, 2026, the Company's Board of Directors decided to update the Original Outline and increase the quantity of Warrants that can be granted under it so that the total quantity will stand at 700,000 non-marketable Warrants without consideration, each exercisable into one ordinary share of the Company (hereinafter: the "Pool"), and to approve the possibility of allocating performance-based Warrants (as defined in Section 9.12 of the Compensation Policy as defined in Section 1.1.8 below), defined in this Amended Outline as "Series 2 Warrants". Furthermore, [the Board] approved

[1] For the avoidance of doubt, 372,045 Warrants are added to the total quantity of Warrants allocated under the Original Outline as stated in Section 1.1.4 above.

the Company's Board of Directors at that time (after the approval of the Compensation Committee regarding the officers), [approved] the allocation of 243,062 Series 2 Warrants, which will be allocated to the Chairman of the Board, the CEO, the Company's officers, and employees of the Company and subsidiaries (including 21,747 Warrants to be allocated to the Company's Chairman of the Board and 27,798 Warrants to be allocated to the

Company's CEO), in accordance with the Plan and the terms of the Warrants detailed in Chapter 2 below and subject to the permits and approvals as stated in Section 1.2 below (hereinafter: "the Current Allocation").

1.1.6. In the event that an Offeree's eligibility for Warrants granted to him and not exercised, in whole or in part, expires, the Warrants shall be returned to the pool used by the Company, from which the Company shall be entitled to grant Warrants in accordance with the provisions of the Plan and the Outline, at its sole discretion.

1.1.7. The purpose of this Amended Outline is to promote the best interests of the Group and its objectives by providing incentives and compensation to employees including officers of the Company and the Company's subsidiaries, in order to encourage them to continue working in the Company and so that they will have a proprietary interest in the long-term success of the Company, in developing its business, and in maximizing its results.

1.1.8. The Current Allocation will be made in accordance with the provisions of the new compensation policy for officers of the Company (hereinafter: the "Compensation Policy"), which will be brought for approval by the Company's shareholders at the general meeting of shareholders expected to take place in June 2026. The Company will publish a meeting notice report regarding the approval of the Compensation Policy simultaneously with the publication of this Outline.

1.1.9. The granting of Warrants under the Amended Outline and the Plan will be performed from time to time, subject to receiving approval from the relevant organs of the Company and the publication of reports as required by law.

1.1.10. The allocation of Warrants to the Offerees through the Amended Outline will be performed in accordance with the provisions of Section 15B(a)(1) of the Securities Law, in accordance with the Outline Regulations, the Securities Regulations (Private Offering of Securities in a Listed Company), 5760-2000 (hereinafter: the "Private Offering Regulations"), and the Report Regulations.

1.2. **Permits and Approvals**

The allocation of the Warrants offered under the Amended Outline is subject to obtaining the cumulative approvals detailed below, the full fulfillment of which is a preliminary and necessary condition for the execution of the allocation to the Offeree:

1.2.1. Submission of the Plan to the Tax Authority – On November 5, 2009, a plan for allocating warrants to employees and officers was submitted for approval to the Tax Authority (hereinafter: the "Plan").

1.2.2. On June 8, 2010, and on January 26, 2023, the Company received approval from the Tax Authority for a tax ruling regarding the net exercise mechanism and the adjustment mechanisms. The allocations will be subject to the terms of these rulings.

1.2.3. Approvals of the relevant organs in the Company as required by law –

1.2.3.1. On May 19, 2026, the Company's Board of Directors approved the Current Allocation (following the approval of the Compensation Committee regarding the officers).

1.2.3.2. A condition for the Current Allocation as a whole is the approval of the Compensation Policy by the General Meeting of the Company; regarding the Chairman of the Board – also the approval of the granting of the Current Allocation to the Chairman

The Board of Directors by the General Meeting of the Company; regarding the CEO of the Company – also the approval of the granting of the current allocation to the CEO by the General Meeting of the Company. The Company will publish a meeting invitation report regarding the approval of the current allocation to the Chairman of the Board of the Company and to the CEO together with the publication of this Amended Prospectus.

The plan manager shall be authorized to approve the allocation of warrants to offerees who are not officers in the Company (without requiring the approval of another party in the Company).

1.2.3 The approval of the Tel Aviv Stock Exchange Ltd. (hereinafter: "the TASE") for the listing for trade of the shares which will be allocated upon the exercise of the warrants offered according to the plan and the Prospectus. The Company intends to act to receive the TASE approval as stated immediately after the publication of this Amended Prospectus.

The Company's shares are listed for trade, as are the exercise shares which will be allocated to the offerees upon the exercise of the warrants. The warrants to be offered according to this Amended Prospectus are not listed and will not be listed for trade on any exchange. The exercise shares, if and to the extent allocated, will be listed for trade on the TASE and will be allocated in the name of the Company for records in whose name the Company's securities are registered.

1.2.4 The Company will act to obtain all the required approvals for the purpose of allocating warrants to the offerees, insofar as additional such approvals are required.

1.2.5 Generally, the allocation date for the purposes of this Amended Prospectus will be a date to be determined by a resolution of the Board of Directors (or by a resolution of the plan manager, as the case may be, regarding the allocation of warrants for the offerees, in accordance with the provisions of the plan and Section 102 of the Ordinance). Regarding the offerees included in the current allocation, the allocation date will be determined as one trading day after the date of the General Meeting's approval of the compensation policy and regarding the Chairman of the Board of the Company and the CEO of the Company, also the date of the General Meeting's approval for the allocation of warrants to each of them, provided that all approvals required by law have been received, including all the approvals detailed in Section 1.2 above. Insofar as all approvals were not received before the date of the General Meeting, the allocation date will be determined as one trading day after receiving all such approvals (hereinafter: "the Allocation Date").

1.3. Granting Warrants according to the Amended Prospectus

1.3.1 The Company shall be entitled to allocate warrants to offerees according to the terms of the plan and this Amended Prospectus, after receiving all the required approvals for the allocation as stated in Section 1.2 above.

1.3.2 It will be clarified that no allocation will be performed according to this Amended Prospectus to an offeree who is an Interested Party in the Company, or who will become an Interested Party in the Company as a result of the allocation. It should be noted that the Chairman of the Board of the Company and the CEO of the Company, who are among the offerees according to this Prospectus, are Interested Parties in the Company by virtue of their position. For this matter, "Interested Party" - as this term is defined in the Securities Law. Furthermore, no allocation of warrants will be performed according to this Amended Prospectus to an offeree who does not have an employee-employer relationship with the Company and/or a company under its control at the time of allocation.

1.3.3 The period for granting the warrants to the offerees according to this Amended Prospectus shall begin no earlier than 14 business days from the date of submission of the Amended Prospectus and will end at the end of 36 months from the date of publication of the Amended Prospectus. The Company is entitled to allocate additional warrants to existing or future offerees, at different times and in different quantities, in accordance with the provisions of the plan and subject to receiving approvals according to law and publishing reports as required.

1.3.4 Immediately after the publication of this Amended Prospectus, the Company will notify the offerees regarding the publication of this Prospectus, or will act in any other way permitted by law.

1.3.5 In the event of performing allocations according to the Amended Prospectus, the Company will deliver at least 21 days before the granting of the warrants to each offeree a copy of the Amended Prospectus together with the reports to which it refers at the offeree's place of work, or will act in any other way permitted by law.

1.4. Warrants Price

The warrants are allocated to the offerees for no consideration. For details regarding the exercise price, see Section 2.3.2 below.

1.5. Authority of the Securities Authority

1.5.1. The Securities Authority, including an employee it has authorized for this purpose, may within fourteen business days from the date of submission of the Amended Prospectus, instruct the Company to provide an explanation, detail, information, and documents regarding the Amended Prospectus and also instruct the Company to correct the Amended Prospectus within a timeframe it shall determine.

1.5.2. In the event that the Securities Authority instructs a correction of the Amended Prospectus, the Authority may instruct the postponement of the date for the commencement of the period for granting warrants to a date that shall occur no earlier than three business days and no later than fourteen business days from the date of publication of the correction to the Amended Prospectus, all as detailed in the Prospectus regulations.

Chapter 2 - Details of the Offer and the Offered Securities

2.1. Details of the Offered Securities

2.1.1. Warrants Series 1

Within the framework of the Amended Prospectus, Warrants Series 1 may be allocated to offerees, not listed for trade, offered to offerees for no consideration, which upon the fulfillment of certain conditions, are exercisable into ordinary shares of the Company, subject to the adjustments detailed in Section 2.4 below and all other terms of the plan and the terms of the warrants detailed in this Chapter 2 applying to Series 1 warrants (hereinafter: "Warrants Series 1").

2.1.2. Warrants Series 2

Within the framework of the Amended Prospectus, Warrants Series 2 may be allocated to offerees, not listed for trade, offered to offerees for no consideration, which upon the fulfillment of certain conditions, are exercisable into ordinary shares of the Company, subject to the adjustments detailed in Section 2.4 below and all other terms of the plan and the terms of the warrants detailed in this Chapter 2 applying to Series 2 warrants (hereinafter: "Warrants Series 2").

(Warrants Series 1 and Warrants Series 2 together shall hereinafter be called: "the Warrants"). The total of Warrants Series 1 and Warrants Series 2 cumulatively shall not exceed the total of the offered warrants as stated in Section 1.1.2 above.

Out of the aforementioned quantities, 243,062 warrants will be allocated within the framework of the current allocation as stated in Section 1.1.5 above.

2.1.3. In the event that an offeree's entitlement to warrants granted to him and not exercised expires, in whole or in part, then the warrants will be returned to the pool used by the Company, and from which the Company shall be entitled to grant warrants in accordance with the provisions of the plan and the Amended Prospectus, at its sole discretion.

2.1.4. Below is a calculation of the rate that the exercise shares constitute of the Company's share capital and voting rights in the Company under the theoretical assumption that every warrant is exercisable into one ordinary share.

It should be emphasized that the following is theoretical only, since according to the terms of the plan, the exercise shares that will actually be allocated as a result of the exercise of the warrants will reflect the value of the financial benefit that will be inherent in the warrants at the time of their exercise (net exercise mechanism), subject to the adjustments detailed in Section 2.4 below:

Under such a theoretical assumption of the exercise of the full warrants available for allocation according to this Amended Prospectus (including those in the current allocation less the amount of warrants allocated according to the original Prospectus), the shares resulting from the exercise of all the warrants will constitute, immediately after the allocation, approximately 3.46% of its capital.

issued and paid-up capital of the Company and approximately 3.46% of the voting rights in the Company[2] (approximately 3.24% of the issued and paid-up capital of the Company and approximately 3.24% of the voting rights in the Company, on a fully diluted basis).

Under such a theoretical assumption of the exercise of the full warrants allocated to offerees in the current allocation, the shares resulting from the exercise of all the said warrants will constitute, immediately after the allocation, approximately 2.26% of the Company's issued and paid-up capital and approximately 2.26% of the voting rights in the Company[3] (approximately 2.14% of the Company's issued and paid-up capital and approximately 2.14% of the voting rights in the Company, on a fully diluted basis).

2.2. Trustee

In accordance with the provisions of Sections 102(b)(2) and 102(b)(3) of the Income Tax Ordinance, the warrants which will be allocated according to the plan and the Amended Prospectus, under the capital gains tax track through a trustee, will be allocated in the name of a trustee who will be appointed by the Company (above and below: "the Trustee"), in accordance with the terms of the capital gains tax track through a trustee.

2.3. Exercise of Warrants

2.3.1. Vesting Period and Exercise Period

A. Warrants Series 1:

Unless otherwise determined by the plan manager, Warrants Series 1 will vest subject to the offeree being employed by the Company or a subsidiary or on the condition that he provides services to the Company or a subsidiary at the time of vesting, as detailed below:

2.3.1.1. 25% of Warrants Series 1 will vest upon the passing of one year from the date of their allocation (hereinafter: "the First Tranche").

2.3.1.2. 25% of Warrants Series 1 will vest upon the passing of two years from the date of their allocation (hereinafter: "the Second Tranche").

2.3.1.3. 25% of Warrants Series 1 will vest upon the passing of three years from the date of their allocation (hereinafter: "the Third Tranche").

2.3.1.4. 25% of Warrants Series 1 will vest upon the passing of four years from the date of their allocation (hereinafter: "the Fourth Tranche").

Unless otherwise determined by the plan manager and subject to Section 2.7 below: Warrants Series 1 included in the First Tranche will be exercisable starting from the date of their vesting and until the end of a period of two years from the date of their vesting, and Warrants Series 1 included in the Second, Third, and Fourth Tranches will be exercisable starting from the date of their vesting and until the end of a period of one year from the date of their vesting. Any tranche of Warrants Series 1 that is not exercised by the end of its relevant exercise period will expire and be canceled, and the Warrants Series 1 of that tranche will be returned to the pool used by the Company, and from which the Company shall be entitled to grant warrants in accordance with the provisions of the plan and the Amended Prospectus, at its sole discretion.

Subject to approvals according to law, the plan manager may decide, at its sole discretion, that certain circumstances justify an extension of the period for Series 1 warrants, this being in relation to all or part of the offerees, and subject to the compensation policy.

For details regarding provisions concerning the acceleration of vesting of Warrants Series 1, see Section 2.16 below.

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[2] The Company's issued and paid-up share capital is 13,861,499 ordinary shares of the Company. Out of the said total shares, 3,098,769 are dormant shares, as this term is defined in the Companies Law, which are held by the Company and therefore do not confer voting rights and the right to receive dividends.

B. Warrants Series 2:

2.3.2.

Except if otherwise determined by the plan manager, the full Warrants Series 2 will vest on the date on which the performance target for vesting as defined below is met, as will be determined at the time of allocation, and subject to the offeree being employed by the Company or a subsidiary or on the condition that he provides services to the Company or a subsidiary at the time of vesting.

For this matter, the "performance target for vesting" is the date on which the average closing price of the Company's share on the TASE over a period of at least 30 consecutive trading days (in the current allocation – 30 consecutive trading days) exceeds a share price to be determined (in the current allocation - 1,200 NIS) (hereinafter: "the Price Target") and this within a period of up to 48 months from the date of allocation (in the current allocation – 48 months from the date of allocation) (hereinafter: "the Period for Achieving the Target"). For the current allocation, the vesting date will occur at the end of the 30th trading day, i.e., the last trading day included for the purpose of calculating the average regarding compliance with the Price Target.

2.3.3. Insofar as the Price Target is not achieved by the end of the Period for Achieving the Target, the offeree shall not be entitled to exercise the Warrants Series 2 allocated to him, and the offeree's entitlement to them shall expire, and the Warrants Series 2 will be returned to the pool used by the Company, and from which the Company shall be entitled to grant warrants in accordance with the provisions of the plan and the Prospectus, at its sole discretion.

2.3.4. Except if otherwise determined by the plan manager, the Warrants Series 2 that vest as stated will be exercisable starting from the later of: (a) the date of their vesting; or (b) the end of a period of 24 months from the date of allocation, and this until the end of a period of 54 months from the date of allocation (hereinafter: "the Exercise Period"). Warrants Series 2 that are not exercised by the end of the Exercise Period will be canceled and returned to the pool used by the Company, and from which the Company shall be entitled to grant warrants in accordance with the provisions of the plan and the Prospectus, at its sole discretion.

Despite the above, in the case of termination of employment of an offeree who is an officer in the Company after an "acceleration event in the Company" as defined in Section 2.16.2 below, warrants that have vested as stated may be exercised even before the end of a 24-month period from the date of allocation.

2.3.5. **Exercise Price**

2.3.5.1. The exercise price of each warrant allocated according to this Amended Prospectus shall be the price determined by the plan manager at the time of the decision on the allocation of warrants, at its sole discretion, and regarding offerees who are officers in the Company in accordance with the provisions of the law and the compensation policy, as updated from time to time, and provided that it shall not be less than the par value of the shares. The exercise price shall be subject to adjustments as stated in Section 2.4 below.

2.3.5.2. It should be emphasized that in accordance with the terms of the warrants, the exercise price will be performed through a net exercise mechanism ("Cashless"), in which the exercise price is not actually paid by the offerees, but will be theoretical only for the purpose of calculating the benefit value, as detailed in Section 2.3.7 below.

2.3.5.3. In accordance with the above, and subject to adjustments as stated in Section 2.4 below, the exercise price for each Warrant Series 2 allocated to offerees in the current allocation was set at a total of 1,000 NIS. For the economic value of the warrants, see Section 4.2 below.

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[4] It is clarified that the Price Target will also be adjusted for a corporate event (including a cash dividend distribution) for which the record date falls after the date of the Board's approval for the allocation (May 19, 2026) and before the Allocation Date as defined in Section 1.2.5 above. For details regarding such adjustments, see Section 2.4 of the Amended Prospectus.

[5] It is clarified that the exercise price will also be adjusted for a corporate event (including a cash dividend distribution) for which the record date falls after the date of the Board's approval for the current allocation (May 19, 2026) and before the Allocation Date as defined in Section 1.2.5 above. For details regarding such adjustments, see Section 2.4 of the Amended Prospectus.

2.3.6 Minimum Exercise

An Offeree will not be able to exercise warrants at a total exercise price lower than 500 NIS or any other minimum amount to be determined by the Program Manager, except if the exercise is an exercise of the Offeree's remaining vested warrants.

It will not be possible to exercise warrants for fractional shares.

It is clarified that the exercise of part of the quantity of warrants granted to an Offeree will not cause the expiration, termination, or cancellation of the remaining warrants held for him by the Trustee and which have not yet been exercised by him.

2.3.7 Method of Exercise

2.3.7.1 Exercise of warrants

Subject to the provisions of this program, the Offeree shall be entitled to exercise the warrants, in whole or in part, during the warrant period, as defined in Section 2.7 below, by sending a written Exercise Notice signed by the Offeree to the registered office of the Company and to the Trustee, which shall include, among other things, the name of the Offeree and his identity number and the number of warrants the Offeree wishes to exercise (hereinafter: "**Exercise Notice**"). An Exercise Notice will be delivered to the Company and the Trustee on a trading day only. The Program Manager shall be entitled to change the wording of the Exercise Notice or the method of its delivery.

2.3.7.2 Method of Exercise

On the first trading day after the day the Exercise Notice is received by the Company when it is complete and signed by the Offeree (and in a case where the Exercise Notice was received after 13:00, on the second trading day after the receipt of the Exercise Notice by the Company) (hereinafter: "**Exercise Date**") the Company will allocate the Exercise Shares to the Trustee (subject to the appropriate lock-up period) or to the Offeree, as the case may be, where the number of Exercise Shares will be calculated according to the following formula:

$$\frac{(AxB)-(AxC)}{B}$$

The number of warrants that the Offeree requests to exercise and which is set in the Exercise Notice;	=	**A**
The closing price in NIS of the Company's share on the TASE on the trading day preceding the Exercise Date;	=	**B**
The exercise price in NIS for each warrant as specified in the Grant Letter;	=	**C**

In any case where, as a result of the calculation detailed above, the Company is required to allocate fractional shares, the Company will not allocate such fractional shares, and the number of shares to be allocated to the Offeree will be rounded down for any fraction lower than 0.5, and upward for any fraction equal to or higher than 0.5.

Below is a numerical example for illustration purposes only:

Assuming the exercise of 100 warrants by any Offeree, where the exercise price for each warrant stands at 64 NIS and the closing price of the Company's share on the TASE on the trading day preceding the Exercise Date stands at 80 NIS, then the number of Exercise Shares to be allocated to the Offeree will be 20 shares.

In every allocation of Exercise Shares, the Company will capitalize to share capital the par value of the Exercise Shares to be allocated, out of profits as defined in Section 302(b) of the Companies Law, from share premium, or from any other source included in its equity in its financial reports, all in accordance with and subject to the provisions of Section 304 of the Companies Law.

2.3.7.3 Exercise Expenses

The exercise expenses and any commission involved in the exercise, if any, will apply to the Offeree.

2.4 Adjustments

2.4.1 Bonus shares

In the event that the Company distributes bonus shares to its ordinary shareholders during the warrant period, the rights of the Offeree shall be preserved as follows: immediately after the record date for the distribution of bonus shares (hereinafter and in this sub-section: **"the record date"**), the number of shares resulting from the exercise of warrants which the Offeree is entitled to receive upon their exercise shall increase by adding the number and type of shares the Offeree would have been entitled to as bonus shares had he exercised the warrants (not yet exercised) immediately before the record date.

The number of Exercise Shares to which a warrant holder is entitled shall be adjusted only in the case of a distribution of bonus shares as stated in this sub-section above, but not in the case of any other issuances (including issuances to interested parties).

The Offeree's right to additional Exercise Shares of the Company in the case of a distribution of bonus shares as set forth above in this section shall apply only starting from the exercise date of the warrants and in relation to the warrants actually exercised by the Offeree.

It is clarified that the exercise price of each warrant will not change as a result of the increase in the number of Exercise Shares to which the Offeree is entitled due to the distribution of bonus shares.

The Company shall keep a sufficient quantity of ordinary shares of 5 NIS par value in its registered capital to ensure the execution of the exercise right of the warrants offered by it and, if necessary, shall cause an increase in its registered capital.

2.4.2 Split or consolidation of capital

In any case of a split or consolidation of the Company's share capital, or any corporate capital event of a substantially similar nature, the Company will perform the changes or adjustments necessary to prevent dilution or increase of the Offeree's rights under the program in relation to the number and type of Exercise Shares for warrants not yet exercised by the Offeree and/or the exercise price of each warrant.

2.4.3 Structural change

In any case of merger, split and/or other structural change of the Company, warrants allocated under this program will be replaced or converted for cash or for an alternative warrant in the corporation after said structural change, or any other adjustment will be performed in reference to them, all at the absolute discretion of the Program Manager, who shall be entitled to decide:

2.4.3.1 If and how the vesting period of unvested warrants will be accelerated and if warrants whose vesting period is not accelerated will be cancelled, sold, redeemed by the Company or replaced;

2.4.3.2 If and how vested warrants (including warrants whose vesting period was accelerated as stated in Section 2.4.3.1 above) will be cancelled, exercised, replaced and/or sold by the Trustee or the Company (as the case may be) for the Offerees;

2.4.3.3 How Exercise Shares held for the Offeree by the Trustee will be replaced and/or sold by the Trustee for the Offeree.

2.4.3.4 To determine any provision and perform any action and/or adjustment in connection with the warrants and their terms, as required at its discretion.

2.4.4 Cash dividend

If the Company distributes a cash dividend, for which the record date for distribution falls before the exercise date of the relevant warrant, the ratio between the base price of the Company's share on the "ex-dividend" day and the closing price of the Company's share on the last trading day before the "ex" day will be calculated on the "ex-dividend" day, dividend", as adjusted by the TASE due to the dividend distribution, and the exercise price will be adjusted according to the result of dividing the exercise price, as it will be at that time, by the determined ratio.

It is clarified that the warrants cannot be exercised during the 5 trading days preceding the record date for a dividend distribution in the Company and on the record date itself.

2.4.5 Rights offering

If rights are offered to the shareholders of the Company by way of rights, rights to purchase any securities, the Company will act so that the rights are offered under the same conditions, mutatis mutandis, also to the holders of warrants that have not yet been exercised or expired, as if the warrant holders had exercised their warrants on the eve of the record date, the right to participate in said rights offering.

2.4.6

The calculation of the adjustments required under this section as detailed above shall be made and approved by the Company's accountant.

2.4.7

In any case where as a result of the adjustments detailed in this section, the Company is required to allocate fractional shares, the Company will not allocate such fractional shares, and the number of shares to be allocated to the Offeree will be rounded down for any fractional share lower than 0.5, and upward for any fractional share equal to or higher than 0.5.

2.4.8

Without derogating from the provisions of Section 2.4.4 above, it is clarified that no conversion of warrants into Company shares will be performed on the record date for bonus shares distribution, for dividend distribution, for an offering by way of rights, for capital consolidation, for capital split, or for capital reduction (each of the above shall be called: a "Corporate Event").

Furthermore, it is clarified that where the ex-day of a Corporate Event falls before the record date of a Corporate Event, no conversion will be performed on said "ex-day".

2.4.9

It is clarified that the provisions of Sections 2.4.1-2.4.8 above are subject to the TASE Regulations as determined from time to time.

2.5 Management of the Program

2.5.1 Powers

Subject to the provisions of the law, the Company's incorporation documents, and any other decision of the Company's board of directors, the Program Manager shall be authorized, at its sole discretion, to exercise all powers and authorities (subject to receiving board approval, if such approval is required by law), whether these powers and authorities were explicitly given to it in the program or whether these powers and authorities are required or desirable for the purpose of managing the program, including:

2.5.1.1 To decide:

(a) Who the Offerees under the program will be, the number of warrants that will be granted to each Offeree, the vesting period for each Offeree, and the exercise price of the warrants (subject to receiving board approval, if such approval is required by law);

(b) The date and/or dates on which warrants will be granted;

(c) Whether, to what extent, and under what circumstances a warrant can be redeemed, cancelled, attached, replaced, or waived;

(d) Any provision or condition according to which the warrant will be granted, in addition to those detailed in the program;

(e) To take any measure or any action necessary or desirable for the management and implementation of the program;

(f) On making changes to the program.

2.5.1.2. To provide an interpretation for any provision of the program and to perform any action required as a result of this interpretation, including:

(a) To exercise the powers granted to it in accordance with the provisions of the program;

(b) If necessary - to interpret and instruct how any of the provisions of the program should be carried out.

2.5.2. **Restrictions**

Notwithstanding the provisions of Section 2.5.1 above, any interpretation, decision, or action of the Program Manager shall not contradict the provisions of Section 102 of the Income Tax Ordinance and the rules, and any waiver or amendment of any of the program's conditions shall not materially harm the rights of the Offerees in respect of warrants granted under the program and this prospectus, without previously obtaining the consent of said Offerees.

2.6. **Waiver of warrants**

2.6.1. At any time before the expiration of the granted warrants, the Offeree may waive the warrants granted to him by providing written notice to the Company's main office. The waiver notice shall specify the number of warrants granted to the Offeree which he is waiving and shall be signed by the Offeree.

2.6.2. Upon receipt of the waiver notice by the Company, the warrants will return to the pool, from which the Company shall be entitled to grant warrants to Offerees under the provisions of the warrant program.

2.7. **Term of the warrants**

2.7.1. Regarding Series 1 warrants: Unless expired earlier under the provisions of the program or this amended prospectus or if determined otherwise by the Program Manager, Series 1 warrants that were granted but not exercised under the program and this amended prospectus, including vested Series 1 warrants, will expire and be cancelled at the end of two years from their vesting date with respect to warrants included in the first tranche, and within one year from their vesting date with respect to warrants included in the second, third, and fourth tranches.

2.7.2.

Regarding Series 2 warrants: Unless expired earlier under the provisions of the program or this amended prospectus or if determined otherwise by the Program Manager, Series 2 warrants that were granted but not exercised under the program and this amended prospectus, including vested Series 2 warrants, will expire and be cancelled at the end of a period of 54 months from the allocation date.

2.7.3. Any tranche of warrants that is not exercised by the end of its relevant exercise period will expire and be cancelled, and the warrants of that tranche will return to the pool used by the Company, from which the Company shall be entitled to grant warrants in accordance with the provisions of the program and the prospectus, at its sole discretion.

2.7.4. Subject to approvals under the law, the Program Manager may decide, at its sole discretion, that certain circumstances justify an extension of the warrant period, in relation to all or part of the Offerees, and subject to the compensation policy.

2.8. Termination of Employment

2.8.1. Termination of employment

In the event of the termination of the Offeree's employment relationship with the Company for any reason not described in Sections 2.8.2-2.8.5 below, then the Offeree's right to exercise warrants allocated to him will be only in respect of warrants for which the right to exercise was established by the date of termination of the employment relationship (as determined by the Company or the subsidiary, at their sole discretion) and they will be exercisable if they have not expired earlier according to the earlier of: (1) 90 days from the date of termination of the employment relationship, (2) the date of the end of the exercise period of the warrants, as detailed in Section 2.7 above. The Offeree's eligibility for the remaining warrants allocated to the Offeree will expire on the date of termination of the employment relationship.

2.8.2. <u>Termination of Employment as a result of Disability, Retirement or Death</u>

In the case of termination of the offeree's employment with the Company as a result of death, retirement or disability, then warrants granted to the offeree and which have vested but have not yet been exercised by the date of termination of employment, shall be exercisable in the case of death - by the heirs of the offeree, representatives or beneficiaries, or in the case of retirement or disability - by the offeree or through a representative (as applicable), until the earlier of: (1) the expiration date of the warrants; (2) 180 days after the date of termination of employment as stated.

"Disability" - mental or physical disability or illness, as a result of which the offeree is unable to continue their work in the Company or the subsidiary.

"Retirement" - in the context of the termination of employer-employee relations, the arrival of the offeree at the earlier of: (1) the retirement age set by law; or (2) the retirement age set in the offeree's employment agreement.

2.8.3. <u>Termination of Employment for Cause</u>

In the case of termination of employment for Cause, all rights of the offeree to exercise the warrants granted to them, whether the warrants have vested or not by the date of termination of employment, shall expire upon the termination of employment.

If, after the termination of employment and before the exercise of warrants, the Plan Administrator determines that the offeree has behaved - whether before the termination of employment or thereafter - in a manner that meets the definition of Cause, then the offeree's right to exercise the warrants granted to them, whether vested or not, shall expire at that time.

The Plan Administrator's determination regarding behavior falling under the definition of Cause shall be final for all purposes regarding this plan.

"Cause" – in the context of the termination of employer-employee relations or the termination of service of an offeree in the Company or an affiliated company - a cause or basis for termination of employment or service as stated, including, but not limited to: dishonesty toward the Company or a subsidiary, disobedience, malice, breach of fiduciary duty, disclosure of confidential information about the business of the Company or a subsidiary, conduct that harms the business of the Company or a subsidiary, and a material breach by the offeree of: (1) an employment or service agreement, (2) any other obligation toward the Company or the affiliated company.

2.8.4. <u>Exceptions</u>

In exceptional cases related to the termination of employment relations between the Company or the subsidiary and a specific offeree, the Plan Administrator may, at its sole discretion, extend the periods specified in Sections 2.8.1 through 2.8.3 above.

2.8.5. <u>Change of Workplace</u>

The offeree's right to warrants granted under the plan or their exercise shall not end or expire or accelerate solely as a result of the fact that the offeree moved to work as an employee or as an officer in a subsidiary or vice versa.

2.9. <u>Transfer of Rights upon Death</u>

The transfer of rights to warrants or exercise shares according to a will or according to law shall be valid and bind the Company only after the following approvals are provided to the Company, signed and approved by a notary:

<u>2.9.1.</u> A written request for transfer and a copy of a legal document creating or confirming the right of that person to act regarding the offeree's estate and creating or confirming the right of the transferee;

<u>2.9.2.</u> The written consent of the transferee to pay any amount regarding the warrants or the exercise shares and consent to pay any payment required in accordance with the plan's provisions, as well as consent to comply with all provisions of the plan;

<u>2.9.3.</u> Any other evidence required in the opinion of the Plan Administrator in order to establish the right to transfer the warrants or exercise shares and the validity of the transfer.

2.10 Trustee Arrangement and Lock-up Period according to the Ordinance

2.10.1 General

The plan and the allocations of warrants thereunder are subject to the provisions of Section 102 - as they may be from time to time, and the rules derived therefrom, and the offerees are obligated to act in accordance with the provisions of the said Ordinance and the Rules.

2.10.2 Allocation Track through a Trustee

The warrants will be allocated according to the provisions of the capital gains track through a trustee according to Section 102(b)(2) of the Ordinance and the rules enacted thereunder. According to the requirements of Section 102 of the Ordinance, the Company will appoint only one trustee who will hold in trust for the benefit of the offeree the warrants to be allocated for the offeree and the exercise shares to be allocated upon the exercise of warrants.

The lock-up period for warrants granted under the capital gains track through a trustee shall be 24 months from the date of the allocation of the warrants to the trustee for the offeree, or for a different period as may be determined in any amendment to Section 102 of the Ordinance.

Subject to the conditions of Section 102 of the Ordinance and the Rules, an offeree cannot receive from the trustee, sell or perform any action whatsoever with the warrants and/or the exercise shares before the end of the lock-up period. If an offeree sells or transfers the exercise shares from the trustee before the end of the lock-up period (hereinafter: "Breach"), the offeree shall pay all taxes required to be paid due to the Breach according to Section 7 of the Rules.

2.10.3 Cumulative Conditions

The lock-up period, if it exists, is in addition to the vesting period as stated in Sections 2.3.1 and 2.3.2 above (or in the grant letter). The lock-up period and the vesting period may overlap each other, but they are not a substitute for each other, and each of them constitutes an independent condition for the granted warrants.

2.10.4 Trust Agreement

The appropriate trust conditions, resulting from the capital gains taxation track through a trustee, will be detailed in a trust agreement to be signed between the Company and the trustee (hereinafter: "Trust Agreement").

2.11 Period of Holding Shares in Trust

Without derogating from the provisions of Section 2.7 above, the exercise shares and additional rights (as defined in Section 2.12 below) which were allocated by the Company to the trustee, shall be held by the trustee for the benefit of the offeree for a period not exceeding 3 years from the date of the end of the warrant period. The Plan Administrator will instruct the trustee as to the manner of transferring the said exercise shares and additional rights.

2.12 Rights as a Shareholder in the Company

The shares that will result from the exercise of any warrants under the plan (hereinafter in this Section 2.12: **"Exercise Shares"**) shall be equal in their rights to the Company's shares, for all intents and purposes, immediately upon their allocation and shall be entitled to any dividend or other benefit, for which the record date for receiving them occurs on or after the date of their allocation.

In any case where the offeree is entitled to receive rights and/or bonus shares and/or any other right granted to the offeree by virtue of warrants and/or exercise shares (hereinafter: **"The Rights"**), in accordance with the provisions of the plan and this Prospectus, and at the record date for the distribution of the rights, the warrants and/or the exercise shares were held by the trustee, the rights (if and to the extent there are any) shall be transferred to the trustee, who will deduct tax at the source according to law, if and as applicable, and all rights will be allocated to the trustee for the benefit of the offerees and held by the trustee until the end of the lock-up period of the warrants for which the rights were allocated, and the terms of the tax track shall apply to these additional rights.

In any case where the Company distributes a cash dividend and at the record date for the distribution of the dividend the trustee held exercise shares for any of the offerees, the Company shall transfer to the trustee dividend amounts for the exercise shares held by the trustee as stated for each offeree; the trustee will deduct tax at the source according to law, if and as required, and thereafter will transfer the dividend amounts (after tax deduction) to the offeree. The trustee and the Company shall be entitled to determine that the dividend will be transferred by the Company

directly to the offerees and the Company will deduct tax at the source according to the trustee's instructions in accordance with the provisions of any law and will transfer confirmation of the tax deduction to the trustee.

For adjustments due to the distribution of a dividend prior to the exercise of a warrant, see Section 2.4.4 above.

As long as exercise shares are held for the benefit of offerees by the trustee, the offeree shall be entitled to vote in respect of the exercise shares. The Company will publish notices regarding general meetings of the Company as required by law and the trustee will forward such notices to each offeree under the plan. An offeree wishing to participate in general meetings of the Company or to exercise their right to vote in respect of the exercise shares held for their benefit by the trustee shall apply to the trustee in writing at least fourteen days before the date of the meeting and the trustee will forward a power of attorney to participate in the general meeting and vote in respect of the exercise shares held for the benefit of the offeree at the trustee, according to the mechanism established by the Company for all its shareholders.

2.13. <u>No Special Employment Rights</u>

Nothing in the plan, in this amended Prospectus, and in the very granting of warrants to an offeree, shall grant the offeree any right to continued employment or provision of services to the Company or an affiliated company, or shall interfere in any way with the right of the Company or an affiliated company to terminate the employment or the provision of services by the offeree at any time, or shall increase or decrease the salary given to the offeree.

2.14. <u>Restrictions on Transfer of Warrants and Exercise Shares</u>

The trustee shall not perform any transaction or action with the warrants and/or the exercise shares, shall not transfer them, shall not assign them, shall not withdraw them, shall not attach them or encumber them voluntarily, and no power of attorney or transfer deed shall be given for them, whether their validity is immediate or at a future date, except for a transfer by virtue of a will or by law, and only after payment of the tax applicable due to their allocation or after ensuring the payment of the said tax; if the shares were transferred by virtue of a will or by law, the provisions of Section 102 of the Ordinance and the provisions of the Rules shall apply to the heirs or transferees of the offeree, as the case may be. The trustee shall not transfer the warrants to any third party, including the offeree, except in accordance with instructions received from the Plan Administrator.

2.15. <u>Transfer of Restricted Shares to the Trustee</u>

The Company will act to transfer to the trustee (to a stock exchange account at a stock exchange member in the name of the trustee) the exercise shares according to the plan, until the date of release of the exercise shares from the trustee or their sale by the trustee for the offeree as stated.

2.16. <u>Acceleration Provisions</u>

2.16.1.

Subject to the compensation policy, and without derogating from the powers of the Plan Administrator, in the case of a 'Company Acceleration Event' (as defined below), the vesting of the nearest tranche of Series 1 warrants allocated to offerees who are officers in the Company and whose vesting date has not yet arrived shall be accelerated to the earlier of the two (and in any case no later than the original vesting date): (a) 6 months from the day of the occurrence of a Company Acceleration Event; or (b) the date of termination of an offeree's employment, if this was not at their initiative. Notwithstanding the foregoing, in the case of a 'Company Acceleration Event' as a result of which trading in the Company's shares ceases, the vesting of all warrants allocated to offerees who are officers in the Company and whose vesting date has not yet arrived shall be accelerated immediately prior to the cessation of trading in the Company's shares.

2.16.2. As of the date of this amended Prospectus, the Company is a company without a controlling core as the term 'control' is defined in the Securities Law. For this purpose, a 'Company Acceleration Event' is a change in or the existence of control in the Company. Without derogating from the generality of the foregoing, each of the following events shall be considered a 'Company Acceleration Event':

2.16.2.1. A holder of holdings in the Company (directly or indirectly and including together with others) began holding twenty-five percent or more of a certain type of means of control in the Company.

2.16.2.2. A merger and/or other structural change (including an arrangement) following which the Company is not the surviving company.

2.16.2.3. A merger and/or other structural change (including an arrangement) following which the shareholders of the other entity hold, in aggregate, fifty percent or more of the issued and paid-up share capital of the Company following the said event.

2.16.3 <u>For the avoidance of doubt, it will be clarified that provisions regarding acceleration as stated in this Section 2.16 above shall apply regarding Series 2 warrants in accordance with the provisions of Section 2.3.4 above only.</u>

2.17 <u>Taxation</u>

2.17.1 The plan shall be subject to, interpreted by, and comply with all requirements of Section 102 of the Income Tax Ordinance, the Rules, and Section 3(i) of the Income Tax Ordinance and any written approval from the tax authorities in Israel. All tax consequences according to any law that arise as a result of granting or allocating warrants or exercise shares, from the exercise of warrants or holding or selling exercise shares (or any other security allocated according to the plan) by or for the offeree, shall be paid by the offeree. The offeree shall indemnify the Company or the subsidiary and/or the trustee as applicable, and release them from any responsibility for any tax payment or any fine, interest, or indexation.

2.17.2 Whenever a payment is required from the offeree or the Company or the subsidiary through tax withholding at the source in connection with warrants granted to the offeree or exercise shares, the Company or the subsidiary and/or the trustee shall be entitled to demand from the offeree an amount sufficient to cover any such tax withholding requirement, and in any event where shares or any other non-monetary asset are transferred following the exercise of warrants, the Company or the subsidiary and/or the trustee shall have the right to demand from the offeree to transfer a sum of money sufficient to fulfill any tax withholding requirement, and if this amount is not transferred on time, the Company or the subsidiary and/or the trustee shall have the right to hold or offset (subject to law) the shares or any such asset until the said payment is transferred by the offeree.

2.17.3 Before the applicable tax as stated in Section 7 of the Rules has been paid, warrants or exercise shares shall not be transferable, assignable, pledgeable, attachable, or otherwise voluntarily encumbered, and no power of attorney or transfer deed shall be given for them, whether their validity is immediate or at a future date, except for a transfer by virtue of a will or by law; if warrants or exercise shares were transferred by virtue of a will or by law as stated, the provisions of Section 102 of the Ordinance and the provisions of the Rules shall apply to the heirs or transferees of the offeree.

2.18 Grant Letter

2.18.1 A letter from the Company to the offeree, in which notice shall be given to the offeree regarding the decision to allocate them a warrant in accordance with the provisions of this plan. The grant letter will detail, among other things, the following topics: (1) the exercise price; (2) the number of warrants granted to the offeree; (3) the vesting period; and (4) any other condition that the Plan Administrator deems appropriate to include regarding a specific offeree, provided that the conditions are in accordance with the Prospectus, the plan, the Ordinance, the Rules, and the tax rulings, as far as applicable.

2.18.2 Upon receiving warrants according to the plan, the offeree shall undertake and declare as follows: (1) they agree and confirm that they have received and read the plan and the grant letter and that they agree to all their terms, including and without derogating from the generality of the above, their consent to bear all tax liabilities and other mandatory payments that will arise as a result of granting and allocating the warrants, their exercise or the sale of the exercise shares, and including that they agree and authorize the Company to withhold at the source (including if required – from the number of warrants and/or exercise shares) any such applicable tax; (2) they undertake to fulfill all the conditions detailed in Section 102 of the Ordinance, the Rules, the plan, the grant letter, and the trust agreement; and (3) subject to the provisions and terms of Section 102 of the Ordinance and the Rules, the offeree undertakes not to sell or remove the exercise shares from the trust before the end of the lock-up period; (4) the offeree's commitment to comply with the exercise procedure for warrants and the sale of exercise shares, as will be agreed between the Company and the trustee.

2.18.3 A condition for an offeree's joining the plan is the approval of the competent organs of the Company for their inclusion in the plan.

2.19 Absence of Other Rights regarding Warrants

Subject to the provisions of the plan, no person except the offeree shall have any rights whatsoever regarding the warrants allocated to the offeree according to the plan.

2.20 Expenses and Considerations

The Company shall bear all expenses involved in the implementation of the plan and the planned Prospectus, including expenses and costs involved in the services provided for this plan by the trustee, except as stated in Section 2.17 above, and except for sales and/or exercise commissions to a trustee that will be paid by each offeree.

2.21. Reference to Offerees

There is no obligation to treat all offerees in a similar manner.

2.22. Contradictions

In the event of a contradiction between the terms of the Plan and this amended outline or the Grant Letter, the provisions of the Plan shall prevail, unless otherwise determined by the Plan Administrator.

2.23. Governing Law

The Plan, this amended outline and all accompanying documents provided or signed by the Company or an affiliated company regarding the Plan and this outline shall be interpreted, managed, and subject to the laws of the State of Israel.

Chapter 3 - Rights Attached to the Company's Shares

3.1. Rights Attached to the Company's Shares

The exercise shares shall be equal in rights to the existing shares in the Company's capital, for all intents and purposes. For details regarding the rights attached to the Company's shares, see the text of the Company's Articles of Association, which is incorporated herein by reference, as published by it on January 1, 2025 (Reference No.: 2025-01-000618).

3.2. Arrangements set in the Company's Articles

For details of arrangements set in the Company's Articles, in accordance with certain provisions in company regulations as detailed in Regulation 26(d) of the Securities Regulations (Details of the Prospectus and Draft Prospectus – Structure and Form), 1969, see Chapter 4 of the Company's Shelf Prospectus as published on March 26, 2026 (Reference No.: 2026-01-028025). The foregoing does not constitute a substitute for reviewing the full and binding version of the Company's Articles.

Chapter 4 - Additional Details

4.1 . Details regarding the Company's share prices

Below are details regarding the high and low closing price of the Company's share on the TASE in agorot in the years 2024, 2025 and 2026 until shortly before the publication date of this outline:

Period	High Closing Price (in agorot)		Low Closing Price (in agorot)	
	Price	Date	Price	Date
2024	**42,052**	**25.12.2024**	**22,661**	**4.2.2024**
2025	**75,016**	**24.12.2025**	**41,058**	**1.1.2025**
2026 until May 19, 2026	**86,360**	**5.5.2026**	**74,830**	**21.1.2026**

The closing price of the Company's share on May 19, 2026 is 809 NIS (the trading day preceding the publication date of this amended outline).

4.2 . The economic value of the warrants according to this outline

4.2.1 . The fair value of the Series 2 warrants that may be granted to offerees according to this amended outline and the fair value of the warrants that will be granted within the framework of the current allocation, as of the date of approval of the current allocation by the Board of Directors, and in accordance with the data of the current allocation, is approximately **56,178** thousand NIS and approximately **36,702** thousand NIS, respectively. For the removal of doubt, it is clarified that Series 1 warrants may also be allocated under this amended outline.

4.2.2 . The fair value is based on the "Monte Carlo" model. To calculate the quantity of Series 2 warrants derived from the fair value, the Company relied on an economic opinion prepared by BDO Consulting and Management Ltd. The calculation of the quantity of Series 2 warrants was based on the assumptions detailed below:

4.2.2.1 . The closing price of the Company's share (underlying asset) as of May 18, 2026 (shortly before the Board of Directors' decision dated May 19, 2026), is 828.8 NIS.

4.2.2.2. The exercise price of the Series 2 warrants – as stated in section 2.3.5.3 above.[6]

4.2.2.3. The exercise period of the Series 2 warrants – as stated in section 2.7 above. It was assumed that the offeree will exercise the warrants on average within six months from the date of reaching the price target.

(A) The period for achieving the target and the price target of the Series 2 warrants – as stated in section 2.3.2 above.

4.2.2.4. Dividend rate – the exercise price of the warrants is subject to adjustments for dividend distributions and bonus shares and therefore it was assumed that the expected dividend yield rate is 0%.

4.2.2.5. Risk-free interest rate – the interest rate taken is the yield to maturity of unlinked risk-free shekel BONDS for the relevant exercise period. As of the valuation date, the risk-free interest rate is approximately 3.71%.

4.2.2.6. Stock volatility – the monthly historical standard deviation of the Company was used for a period matching the expected projected life of each tranche of the warrants. As of the valuation date, the expected volatility for the appropriate life span is approximately 31%.

4.2.2.7. Number of runs – 50,000.

The value of each warrant is approximately 151 NIS.

4.3. Details regarding holdings in the Company

The registered share capital as of the date of this amended outline (in nominal NIS) of the Company is 150,000,000 NIS, divided into 30,000,000 ordinary shares of 5.00 NIS par value each. Out of the said registered share capital, 13,861,499 ordinary shares were issued and paid up (including 3,098,769 dormant shares held as of the date of this outline by the Company).

For details of the holdings of the Chairman of the Board, the Company's CEO, interested parties and other shareholders in the issued and paid-up capital and in the voting rights according to Regulation 20(7) of the Private Offering Regulations, see Appendix A to the outline, given the allocation of all warrants in the current allocation.

4.4. Detail of the consideration

The warrants will be allocated to the offerees for no consideration as part of their employment terms and the compensation provided to them by the Company. An exercise price was set for the warrants, so that upon the fulfillment of certain conditions as detailed above, the offerees will have the right to exercise the warrants into exercise shares, through a "net exercise" mechanism, as detailed above.

4.5. The name of every material shareholder or officer in the Company who has, to the best of the Company's knowledge, a personal interest in the consideration, and the nature of each one's personal interest

To the best of the Company's knowledge, except for the personal interest of the Chairman of the Board, the CEO, and the officers among the offerees in the offer of warrants for no consideration, all in accordance with the Plan and the outline, no other material shareholder or officer in the Company has a personal interest in the consideration.

4.6. Details of agreements between the offerees and share holders or between other offerees in the Company

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6 The exercise price of the warrants included in the current allocation. The exercise price in future allocations under this outline will be determined according to the provisions of section 2.3.5 above.

To the best of the Company's knowledge, there are no written or oral agreements between the offerees and another holder of Company shares, or between the offerees, all or part of them, among themselves, or between them and others regarding the purchase or sale of Company securities or regarding voting rights in the Company.

4.7. Review of documents and reference to Periodic report, interim report and immediate reports

Attention is hereby directed to the Periodic report for the year 2025 published by the Company on March 11, 2026 (Reference Number 2026-01-021639) as well as to reports published by the Company thereafter.

The aforementioned documents can be reviewed on the Israel Securities Authority website at: www.magna.isa.gov.il, on the TASE website at: www.maya.tase.co.il and at the Company's offices at the address: GREENWORK Building D, Kibbutz Yakum 6097200, on Sundays through Thursdays, which are working days, during customary working hours, by prior appointment at telephone: 09-8631103.

4.8. Details about the Company's representatives regarding the handling of this amended outline

Anat Rothschild, VP, General Counsel and Company Secretary, GREENWORK Building D, Kibbutz Yakum, 6097200, Telephone: 09-8631103, Fax: 09-8640857.

Sincerely,

Paz Retail and Energy Ltd.

Signed by:

Nir Stern, CEO

Anat Rothschild, VP, General Counsel and Company Secretary

Appendix A - Interested Party Holdings

Allocation for the purpose of this appendix – given the current allocation according to the outline of 243,062 warrants exercisable for 243,062 ordinary shares of the Company (of which 27,798 warrants exercisable for 27,798 ordinary shares of the Company will be allocated to the CEO and 21,747 warrants exercisable for 21,747 ordinary shares of the Company will be allocated to the Chairman of the Board). It will be clarified that this is a theoretical calculation and the actual exercise is expected to be lower as it is a net exercise mechanism.

		Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	After Allocation (as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
Holder Name	Security type	Quantity	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting
Nir Stern (CEO)	Ordinary shares of par value NIS 5 each	1,500	0.01%	0.01%	0.27%	0.70%
	Warrants (unlisted)	50,123 (After allocation 77,921)	0.00%	0.00%	0.00%	0.00%
Harel Locker (Chairman of the Board)	Ordinary shares of par value NIS 5 each	-	-	0.00%	0.20%	0.54%
	Warrants (unlisted)	39,322 (After allocation 61,069)	-	0.00%	0.00%	0.00%

Holder Name	Before Allocation (as of March 31, 2026)		Before Allocation (as of March 31, 2026)	After Allocation (assuming holdings as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
	Security type	Quantity	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting
Migdal Insurance and Financial Holdings Ltd. - Participating	Ordinary shares of par value NIS 5 each	1,014,869	9.43%	9.43%	9.39%	8.93%
Migdal Insurance and Financial Holdings Ltd. - Funds	Ordinary shares of par value NIS 5 each	253,898	2.36%	2.36%	2.35%	2.23%

Holder Name	Before Allocation (as of March 31, 2026)		Before Allocation (as of March 31, 2026)	After Allocation (assuming holdings as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
	Security type	Quantity	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting
Clal Insurance Enterprises Holdings Ltd. - Nostro	Ordinary shares of par value NIS 5 each	14,125	0.13%	0.13%	0.13%	0.12%
Clal Insurance Enterprises Holdings Ltd. - Provident Funds	Ordinary shares of par value NIS 5 each	799,906.22	7.43%	7.43%	7.40%	7.04%
Harel Insurance Investments and Financial Services Ltd. - Nostro	Ordinary shares of par value NIS 5 each	284.08	0.00%	0.00%	0.00%	0.00%
Harel Insurance Investments and Financial Services Ltd. - Mutual Funds	Ordinary shares of par value NIS 5 each	460,227.88	4.28%	4.28%	4.26%	4.05%
Harel Insurance Investments and Financial Services Ltd. - Provident Funds	Ordinary shares of par value NIS 5 each	875,035	8.13%	8.13%	8.09%	7.70%

Holder Name	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	After Allocation (assuming holdings as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
	Security type	Quantity	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting	Percentage of Capital and Voting

Menora Mivtachim Holdings Ltd. - Nostro	Ordinary shares of par value NIS 5 each	6,965	0.06%	0.06%	0.06%	0.06%
Menora Mivtachim Holdings Ltd. - Provident Funds	Ordinary shares of par value NIS 5 each	898,579.23	8.35%	8.35%	8.31%	7.90%
Meitav Investment House Ltd. – Mutual Funds	Ordinary shares of par value NIS 5 each	229,573	2.13%	2.13%	2.12%	2.02%
Meitav Investment House Ltd. – Provident Funds	Ordinary shares of par value NIS 5 each	655,678	6.09%	6.09%	6.06%	5.77%
More Provident and Pension Ltd. (Provident Funds)	Ordinary shares of par value NIS 5 each	854,788	7.94%	7.94%	7.91%	7.52%
Y.D. More Investments Ltd. (Mutual Funds)	Ordinary shares of par value NIS 5 each	128,894.65	1.20%	1.20%	1.19%	1.13%
Altshuler Shaham Mutual Funds Management Ltd.	Ordinary shares of par value NIS 5 each	63,889	0.59%	0.59%	0.59%	0.56%
Altshuler Shaham Provident and Pension Ltd.	Ordinary shares of par value NIS 5 each	523,176	4.86%	4.86%	4.84%	4.60%
Altshuler Shaham Yanshuf Hedging Ltd. (General Partner)	Ordinary shares of par value NIS 5 each	200	0.00	0.00	0.00%	0.00%

	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	After Allocation (assuming holdings as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
Holder Name	**Security type**	**Quantity**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**

	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	Before Allocation (as of March 31, 2026)	After Allocation (assuming holdings as of March 31, 2026)	After Allocation assuming the CEO and Chairman of the Board convert the warrants according to the offer subject of the report (assuming holdings as of March 31, 2026)	After Allocation assuming full dilution (assuming holdings as of March 31, 2026)
Holder Name	**Security type**	**Quantity**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**	**Percentage of Capital and Voting**
Michal Marom-Brikman	Ordinary shares of par value NIS 5 each	514	0.00%	0.00%	0.00%	0.00%
Paz Retail and Energy Ltd.	Ordinary shares of par value NIS 5 each	3,098,769	0.00%	0.00%	0.00%	0.00%
Rest of the shareholders (2)	Ordinary shares of par value NIS 5 each	3,931,083	36.52%	36.52%	36.36%	38.69%

(1) In the holding calculations, 3,098,769 dormant shares held by the Company as of the date of this report were not included in the Company's issued share capital.

(2) Total of 4,398,779 shares after the allocation and assuming full dilution.