

29 November, 2023

The Phoenix Holdings Ltd. ("The Company")

To:
The Tel Aviv Stock Exchange Ltd.
www.tase.co.il

To:
Israel Securities Authority
www.isa.gov.il

Dear Sir and Madam,

Re: Immediate Report on Convening a Special General Assembly for the Company's Shareholders

In accordance with the *Companies Law, 5759-1999* (the "**Companies Law**"), with the *Securities (Periodic and Immediate Reports) Regulations, 5730-1970* (the "**Reports' Regulations**"), with the *Companies Regulations (Voting in Writing and Position Statements), 5765-2005* (the "**Voting in Writing Regulations**"), and with the *Companies (Notice and Ad on General Assembly and Type Assembly in a Public Company and Adding a Topic to the Agenda) Regulations, 5760-2000* (the "**Notice and Ad Regulations**"), a notice is hereby given concerning the convening of a Special General Assembly of the Company, which shall convene on Thursday, January 4, 2024 at 17:00, at the Company's Headquarters located at 53 HaShalom Road, Giv'atayim, 20th floor ("**Company's Headquarters**"), whose agenda is the topic detailed in this report as following.

1. The topic on the agenda and a summary of the proposed decisions:

1.1. Approval of an updated Remuneration Policy for the Company office holders

- 1.1.1. The Company's Proposed Remuneration Policy was adopted in accordance with the decision of the General Assembly of the Company's shareholders dated October 20, 2020, and amended on January 5, 2023, and August 2, 2023. For details regarding the Proposed Remuneration Policy by the Company, see Appendix A to the meeting convention report dated June 28, 2023 (Reference No.: 2023-01-060334) ("**Current Remuneration Policy**").
- 1.1.2. The Compensation Committee of the Company held a discussion in connection with the Current Remuneration Policy for the Company's office holders and recommended to the Company's BOD to approve the aforementioned Remuneration Policy. Following this recommendation, the Company's BOD approved, unanimously, on November 28, 2023, the version of the Proposed Remuneration Policy attached as Appendix A to this Report ("**Proposed Remuneration Policy**").
- 1.1.3. The Proposed Remuneration Policy brought to the approval of the Assembly is adapted to the Company and its work plans, to the experience gained in the Company and the current needs of the Company, as well as the challenges it faces during this period. The Proposed Remuneration Policy has been amended in accordance with the provisions and limitations of the applicable law, including the *Compensation of Officers of Financial Corporations Law (Special Approval and Non Allowance of Expenses for Tax Purposes for Irregular Compensation), 5776-2016* ("**Compensation in Financial Corporations Law**"); the Companies Law; and the provisions of the Institutional Entities Circular 2019-9-6 regarding the "amendment of the provisions of the Consolidated Circular Part 1, Title 5, Chapter 5, titled "Compensation", dated July 11, 2019 ("**The Consolidated Circular**").
- 1.1.4. It is proposed to approve the validity of the Proposed Remuneration Policy from January 1,

2024, for a period of 3 years.

1.1.5. The main changes in the Proposed Remuneration Policy compared to the Current Remuneration Policy are as follows:

1.1.5.1. Applicability of the Consolidated Circular: Several clarifications were made in the Proposed Remuneration Policy which are intended to clarify that the restrictions of the Consolidated Circular will only apply to compensation in entities in the Company Group that are subject to the Consolidated Circular.

1.1.5.2. Annual grant:

Regarding the annual grant, several changes were made, as follows -

- A. The Company indices and/or the personal indices, which will also include environmental, social, and governance (ESG) indices in the annual grant.
- B. The definition of the "Share Yield Index" has been updated, so that the comparison regarding this index will be to the weighted yield of the insurance companies (apart from The Phoenix) which are included in the "TA-Insurance" index.
- C. The definition of "ROE on the Company's Capital Index" has been updated, so that this index will refer to the normalized total ROE on the Company's weighted equity, as will appear in the reports and immediate reports of the Company.
- D. The definition of "ROE in Relation to Other Insurance Companies Index" has been updated, so the index will examine the difference between the Company's ROE and the median ROE of the other four major insurance companies in Israel. "ROE" is defined as the annual total profit in relation to equity, when the yield calculation will be performed by means of a three-year weighted measurement.
- E. The annual grant cap is set in the Proposed Remuneration Policy as part of an overall cap for all variable compensation (including the options and additional grants), thus the cap is the cap according to the Consolidated Circular (up to 100% of the fixed compensation) instead of the amount of salaries that was customary until now.

1.1.5.3. Equity based compensation:

- A. The cap of the value of the equity based compensation at the time of its award is set forth in the Proposed Remuneration Policy as part of an overall cap for all variable compensation (including the annual grant and other grants), thus the cap is the cap according to the Consolidated Circular, instead of the amount of salaries that was customary until now.
- B. A mechanism was added to determine the minimum exercise price in the case of granting options to the Company's shares, so that it will not be less than the closing price of the Company's share on the trading day preceding the day of approval of the award by the Company's BOD. It was further determined that the BOD would be entitled, under certain circumstances, to reprice the options (including by way of cancellation and reassignment) only that the exercise price of options for the Company's shares will not be less than the price indicated above.
- C. A cap was added to the exercise period of options for the Company's shares,

so it will not exceed 5 years from the vesting date.

- D. In the Proposed Remuneration Policy an option was added to determine that the performance conditions of the equity based compensation will be the performance conditions used for the annual grant or the performance conditions established regarding the deferred portion of the variable compensation (compliance with the required equity and compliance with the financial standards of the Company's Bonds Series 6).

1.1.5.4. Spread and payment of the variable component :

- A. It was clarified in the Proposed Remuneration Policy that upon termination of employment in circumstances of death or disability/loss of working capacity, there will be no obligation to defer variable compensation payments.
- B. As part of the threshold conditions for eligibility for the deferred component of the variable compensation each calendar year, the condition of meeting the financial standards of the Company's bonds has been updated, from the terms of Bonds Series 5 to the terms of Bonds Series.

1.1.5.5. Compensation for directors:

- A. For the purpose of tightening and supervising the BOD over the management of the Company, a provision was added to the Proposed Remuneration Policy, according to which the BOD may, in special cases, appoint a team or an ad hoc committee of one or more directors who will accompany and supervise the operation of the Company's management regarding a particular project or issue. A director's participation in the meetings of such a team or committee may entitle the director to be compensated for participation in such meetings; and
- B. Regarding foreign directors coming to BOD meetings in Israel, an option was added for them to receive a refund for ancillary services related to a business flight.

1.1.6. Manner of implementation of the Current Remuneration Policy - Below is a breakdown of the connections between the caps established in the Current Remuneration Policy and the compensations actually paid to the CEO and the Chairperson of the BOD for the year 2022:

1.1.6.1. Chairperson of the BOD - There is a correlation of 100% between the compensation (fixed compensation only) paid to the current Chairperson of the BOD for the year 2022, and the annual fixed compensation cap determined in the Remuneration Policy, which is adjusted to the Chairperson of the BOD partly position.

1.1.6.2. The Company's CEO - There is a 100% correlation between the compensation paid to the CEO for the year 2022, and the annual compensation cap determined in the Remuneration Policy.

1.1.7. The names of the directors who have a personal interest in the Proposed Remuneration Policy

In light of the fact that the Proposed Remuneration Policy determines, inter alia, the directors' salary, then all the directors of the Company and all members of the Compensation Committee may have a personal interest in approving the Proposed Remuneration Policy, as

far as the compensation provision for directors is concerned.

In accordance with the aforesaid and in light of the provision of Article 278(b) of the Companies Law, during the discussions of the Compensation Committee and the Company's BOD, all directors of the Company will be allowed to be present.

1.1.8. The recommendation of the Compensation Committee and the approval of the Company's BOD were mainly based on the following reasons:

- 1.1.8.1. The Proposed Remuneration Policy was determined according to the considerations detailed in the Consolidated Circular (as applicable) and to Article 267B of the Companies Law, and it includes, inter alia, a reference to the matters specified in Part A of the First Schedule to the Companies Law, and includes provisions as detailed in Part B of this Schedule.
- 1.1.8.2. In addition to the main targets of the Remuneration Policy, the Proposed Remuneration Policy was designed based on several principles, similar to the Current Remuneration Policy: (1) Creating a structured scale to determine the variable component of the compensation of the office holder in the Company; (2) Strengthening the connection between the scope of the annual grant and the achievement of the Company's targets and personal performance; (3) Creating diversity among office holders; and (4) Simplifying the compensation mechanism.
- 1.1.8.3. The Proposed Remuneration Policy creates a link between the Company's targets and the compensation paid to the office holders, and thus creates a proper set of incentives for office holders, considering, inter alia, the scope, characteristics and complexity of the Company's business activity, its relative size in the economy, its risk management policy, and the targets that the Company strives to achieve from time to time. The Proposed Remuneration Policy will also allow the Company's management a reasonable margin of discretion for the purpose of determining the compensation conditions of the Company's office holders and some flexibility to deal with special circumstances, insofar as there are any. In light of the complexity of the Company's and the Group's activities and in order to allow the Company's BOD real-time monitoring and control over complex projects, a provision was added, according to which the BOD may appoint an ad hoc team or committee, who will accompany and audit the operation of the Company's management, as detailed in Section 1.1.5.5 above.
- 1.1.8.4. The Proposed Remuneration Policy maintains a proper balance between the fixed and variable components, according to the contribution of the officer holders to the advancement of the Company's long-term targets, and it serves the Company by tying the variable compensation offered to the Company's financial results and the office holder's contribution to the Company's results. In addition, in view of the fact that the Compensation in Financial Corporations Law applies to the Company and its office holders, the Proposed Remuneration Policy seeks to increase the flexibility within the variable compensation component.
- 1.1.8.5. The Company sees great importance in the human factor at all levels of the Company, and in particular in the office holders who are at the managerial level of the Company. The Proposed Remuneration Policy will allow the Company to preserve its capabilities and competitive position by retaining its senior managers and in recruiting senior managers capable of leading the Company to long-term business success, to achieve the Company's targets, and also allows for the

creation of proportional compensation for each office holder, in accordance with the scope of his position, his skills and experience in relation to market conditions.

- 1.1.8.6. The Compensation Committee and the BOD believe that the Proposed Remuneration Policy will help create a difference between the compensation of the office holders according to their personal performance, in order to strengthen the connection between the performance of the office holders and the compensation paid to them. In light of the great importance that the Company gives to the ESG sector and its importance to the various stakeholders in the Company, the Proposed Remuneration Policy states that social or personal targets will be set in connection with the ESG sector.
- 1.1.8.7. The Proposed Remuneration Policy anchors threshold conditions, and in the absence of their existence, no annual grant will be awarded to office holders. The threshold conditions take into account long-term risk management parameters as well as stability.
- 1.1.8.8. The Compensation Committee and the BOD believe that updating the performance conditions and the definitions included therein, which determine the eligibility for the annual grant, the equity based compensation and the deferred variable compensation in the Proposed Remuneration Policy, complies with the Company's plans and targets and will help promote the Company's targets and achieve them.
- 1.1.8.9. In accordance with the Proposed Remuneration Policy, office holders may be entitled to annual performance-based variable equity compensation, which will be granted in the form of share-based equity compensation instruments. The Compensation Committee and the BOD believe that the granting of variable equity based compensation through exercisable options for the Company's shares or to the shares of the Company's subsidiaries complies with the considerations listed above, and can retain the office holders in the Company for the long term and encourage maximizing value to the shareholders.
- 1.1.8.10. The Proposed Remuneration Policy includes the possibility of reducing or eliminating the variable component in special cases and establishes conditions and circumstances for returning a paid variable grant, inter alia, in circumstances of significant deviations from the compliance provisions. The Proposed Compensation Policy is for the benefit of the Company and it complies with its corporate strategy in a way that suits the existing reality in the market where the Company operates, and it will assist in promoting the Company's targets and its work plan.
- 1.1.8.11. As part of examining the Proposed Remuneration Policy, the average and median salary data (2022) were presented to the Compensation Committee and the BOD for all The Phoenix's Group employees (who are not Key Office Holders, as the term is defined in the Consolidated Circular - hereinafter in this section: "**Key Office Holders**") without service center employees, as well as the figure for all The Phoenix's Group employees (who are not Key Office Holders) including service center employees. Since a significant part of the service center employees do not reach the scope of a full-time position in practice, to the best of the understanding of the Compensation Committee and the BOD, the figure without service center employees more correctly reflects the average and median salary of

the Group's employees. The ratio between the compensation caps of Key Office Holders compared to the average and median compensation of all Group employees, including service center employees, is as follows - CEO – 13 and 16.2 compared to the average and the median respectively, and other Key Office Holder - 10 and 12.5 compared to the average and the median respectively. The Compensation Committee and the BOD believe that the ratios are reasonable and the said relations do not harm the labor relations in the Company.

- 1.1.8.12. The compensation caps in the Proposed Remuneration Policy were determined, inter alia, on the basis of a comparison work conducted by an external party independent of the Company, which examined caps of companies selected for the purpose of comparison according to the set of characteristics of their activity - branch of activity, market value, volume of revenues and operational complexity. It should be noted that in any case, the compensation will not exceed the cap allowed according to the Compensation in Financial Corporations Law¹. In view of the above, and after the regulatory limitations for the Consolidated Circular (as applicable) and the Companies Law have been taken into account, the Compensation Committee and the Company's BOD reached an opinion that the Proposed Remuneration Policy is reasonable and appropriate under the circumstances and is for the benefit of the Company, and it matches its corporate-wide strategy in a way that is appropriate to the existing reality in the market where the Company operates, as well as the law applicable to the Company, and it will help promote the Company's targets and its work plan, and therefore they recommend to the General Assembly to approve it.

Summary of the proposed decision - "Approve the Proposed Remuneration Policy for office holders in the Company, in the version attached as Appendix A to this report, effective as of January 1, 2024".

2. The legal quorum for holding the meeting and an adjourned meeting

According to the Company's Articles of Association, a discussion in the general assembly shall not be commenced, unless a legal quorum is present at the opening of the meeting. The legal quorum for holding the general assembly is the presence of at least three (3) shareholders, who are present in person or through a proxy to vote, who hold at least one-third (1/3) of all voting rights in the Company, within half an hour of the time set for the opening of the meeting. If a legal quorum is not present half an hour after the time set for the commencement of the meeting, the meeting will be adjourned for one week, to the same day, to the same time and to the same location ("**The Adjourned Meeting**"). If a quorum is not present half an hour after the time set for the Adjourned Meeting, then the presence of at least two (2) shareholders, by themselves or through a proxy to vote, will constitute the legal quorum for holding the Adjourned Meeting.

3. The majority required to approve the decision on the agenda²

- 3.1. The majority required to approve the decision listed in Section 1.1 of the report (Approval of a

¹ In this context, it should be noted that the current compensation cap in the Company according to Section 2(b) of the Compensation for Officers of Financial Corporations Law ("35 Times Cap") is NIS 3.49M. As the annual compensation of a number of low-rated employees in the Company increases, the maximum annual compensation cap that can be awarded under this section may increase. The compensation cap according to Section 2(a) of the Compensation in Financial Corporations Law is NIS 2.5M linked to the CPI that was known on 12.4.2016 (As of the publication date of this convention report, the amount is approximately NIS 2,830,587).

² The controlling shareholder of the Company does not own shares at a rate that would entitle her the required majority to make the decision on the agenda.

new remuneration policy for office holders) in accordance with the provisions of Section 267a(b) of the Companies Law, is a simple majority (that is, a majority of over fifty percent (50%) of all the votes of the shareholders participating in the general assembly, who are entitled to vote and voted in it), provided that one of the following is complied with:

- 3.1.1. The number of majority votes in the General Assembly shall include the majority of all the votes of the shareholders who are not the controlling shareholders of the Company or have a personal interest in the approval of the Proposed Remuneration Policy, participating in the vote; In counting all the votes of the aforesaid shareholders, the abstainers shall not be taken into account; or
- 3.1.2. The total number of opposing votes from among the shareholders referred to in Section 3.1.1 above shall not exceed the rate of two percent (2%) of the total voting rights in the Company.

4. The Assembly's orders and voting

4.1. The date for determining the shareholders' entitlement to participate and vote in the Assembly

The Effective Date for determining the shareholders' entitlement to vote in the General Assembly according to section 182(b) of the Companies Law and according to Regulation 3 of the *Companies' (Written Voting and Position Announcements) Regulations, 5766-2005*, is Thursday, December 7, 2023 ("**The Effective Date**").

4.2. Manner of voting

Any of the Company's shareholders on the Effective Date, whether the shares are listed on his/her name (hereinafter: "**Listed Shareholder**") or whether he/she holds them by way of a stock-exchange member (that is, the one whose right is listed with a stock-exchange member and that share is included among the shares listed in the shareholder's register in the name of a nominee company, as stated in Article 177(1) of the Companies Law) (hereinafter: "**Unlisted Shareholder**"), is eligible to take part and vote in the Assembly in person or by proxy for voting as well as by Voting Paper, as defined in Article 87 of the Companies Law, the version of which is attached to this report ("**Voting Paper**"). In addition, an Unlisted Shareholder may vote using an Electronic Voting Paper which will be transferred to the Company in the electronic voting system, operating according to Point 2 of Chapter 72 of the *Securities Law, 5728-1968* (hereinafter: "**Electronic Voting System**", "**Electronic Voting Paper**" and "**Securities Law**"), and whose address is <https://votes.isa.gov.il>; and all as stated below:

4.2.1. Proxy for voting

A shareholder who is entitled to participate and vote in the Assembly, is entitled to vote in person or through a proxy for voting in accordance with the aforementioned in the Company's Articles of Association. The document that appoints a proxy (hereinafter: "**Appointment Letter**") shall be in writing, signed by the appointer or his/her attorney, or, when the appointer is a corporation, the power of attorney shall be signed with its accepted stamp or by its attorney. The proxy-appointment letter and the power of attorney (if there is any) or a copy of such documents approved by a notary shall be deposited at the Company's Offices with the Company's secretariat, at least forty-eight (48) hours prior to the date and time of the General Assembly or the Adjourned Assembly (as the case may be) for which an Appointment Letter was submitted.

4.2.2. Voting paper and position announcements

As stated above, in the vote to approve the decision on the agenda, a shareholder is entitled to vote by means of a Voting Paper. A shareholder may also express his position regarding the aforementioned issues, through a position announcement. The text of the Voting Paper and position announcement as defined in Article 88 of the Companies Law, insofar as there are any, can be found on the Securities Authority's Distribution Website, whose address is <https://www.magna.isa.gov.il> (hereinafter: "**Distribution Website**"), and on the website of the Tel Aviv Stock Exchange Ltd., whose address is <http://maya.tase.co.il> (hereinafter: "**TASE Website**").

Voting using a Voting Paper will be done on the second part of the Voting Paper attached to this report. Any shareholder may contact the Company according to the details below and receive, at no cost, the wording of the Voting Paper, or with his/her consent, to receive a link to the text of the Voting Paper on the Distribution Website, as well as the position announcements that have reached the Company, insofar as there are any.

A stock-exchange member shall send, for no cost, by email, a link to the Voting Paper's wording and the position announcements (as will be provided) on the Distribution Website, to any shareholder of the Company who is unlisted on the Company's shareholders' registry and whose shares are listed with the same stock-exchange member, unless the shareholder has notified that he does not wish that or that he wishes to receive Voting Papers by mail while bearing the delivery cost, provided that the notice was given regarding a particular securities account and on a date prior to the Effective Date.

The deadline for service a Voting Paper to the Company (including the documents that must be attached thereto, as specified in the Voting Paper) is up to four (4) hours prior to the date of the Assembly. For this matter, the "Service Deadline" is the date when the Voting Paper and the attached documents arrived at the Company's offices.

The deadline for service of position announcements to the Company by the Company's shareholders is up to 10 days prior to the date of the Assembly.

4.2.3. **Voting in the Electronic-Voting System**

As above mentioned, an Unlisted Shareholder may also vote using an Electronic Voting Paper. Voting by way of an Electronic Voting Paper shall be permitted from the end of the Effective Date and up to six (6) hours prior to the General Assembly's convening date ("**System Lock Date**"), then the Electronic Voting System will be closed. The vote in the Electronic Voting System can be changed or canceled until the System Lock Date, and it will not be possible to change it through the Electronic Voting System after this date.

It should be noted that in accordance with the announcement of the Securities Authority of October 29, 2023³, it shall be clarified that temporary difficulties may arise in accessing the Electronic Voting System of security holders from overseas, for voting at general assemblies of reporting corporations. Any shareholder who encounters difficulties as mentioned may vote in one of the other voting methods detailed in Section 4.2 of the convention report, or contact the Authority's support center of the Electronic Voting System by phone: 077-2238333.

It should be noted that in accordance with Article 83(D) of the Companies Law, should a shareholder vote in more than one manner, his most recent vote shall count, when accordingly, a shareholder's vote, whether by proxy or a simple Voting Paper shall be

³ For the wording of the Authority's announcement [click here](#).

deemed late to voting by way of a Voting Paper or an Electronic Voting System.

4.3. Ownership approval

An Unlisted Shareholder will be entitled to participate in the Assembly only if he presents to the Company, not less than four (4) hours prior to the General Assembly, approval from the stock exchange member with whom his right to the share is listed, regarding his ownership of the Company's shares on the Effective Date. The approval will include the details stated in Regulation 2 and in the form found in the Schedule to the *Companies (Proof of Share Ownership for Voting Purposes in the General Assembly) Regulations, 5760-2000*.

An Unlisted Shareholder is entitled to receive the Ownership Approval from the stock-exchange member through whom he holds his shares, at the branch of the stock-exchange member or by mail to his address for only a delivery charge, if he requested it. A request on this matter shall be provided in advance to a specific securities account.

Alternatively, an Unlisted Shareholder may order that his Ownership Approval be forwarded to the Company through the Electronic Voting System (as stated in Section 4.2.3. above). Without detracting from the aforementioned, an approved electronic message pursuant to section 44K5 of the Securities Law, which concerns the data of the users of the Electronic Voting System - has the same legal standing as an Ownership Approval of a share in respect of any shareholder included therein.

4.4. Changes to the agenda and a shareholder's request to include a topic on the agenda

After the publication of this Report, there may be changes to the agenda, including adding a topic to the agenda, and position announcements may be published, and the updated agenda and position announcements may be reviewed on the Company's reports to be published at the Distribution Website.

A shareholder's request according to Article 66(B) of the Companies Law to include a topic on the agenda of the General Assembly shall be serviced to the Company up to seven (7) days after the Assembly is convened. If such a request has been submitted, it is possible that the topic will be added to the agenda and its details will appear on the Distribution Website. In the aforementioned case, the Company will prepare an updated agenda and a revised Voting Paper, and publish them no later than seven (7) days after the deadline for a shareholder's request to include an item on the agenda, as stated above. It is clarified that the publication of the aforementioned updated agenda does not change the Effective Date as set forth in this report.

5. Review of voting papers and electronic voting records

One or more shareholders, who hold on the Effective Date shares at a rate that is five percent (5%) or more of the total of all voting rights in the Company (that is, owns about 12,654,714 ordinary shares of the Company), as well as those who hold the aforementioned proportion out of the total number of voting rights which are not held by a controlling shareholder of the Company, as defined in Article 268 of the Companies Law (that is, owns about 8,703,690 ordinary shares of the Company), is entitled, by himself or through a proxy, after convening the General Assembly, to review, at the Company's offices, during normal working hours, the Voting Papers and voting records through the Electronic Voting System that arrived at the Company, as specified in Regulation 10 of the Voting Papers Regulations.

6. The Company's Representative

The Company's representative for handling this Report is Attorney Elad Sirkis, Company's Secretary, from 53 HaShalom Road, Giv'atayim. Tel: 03-7335656 ; Fax: 03-7238831; Email: EladS1@fnx.co.il. Ownership Approvals and/or powers of attorney and/or voting instructions and/or Voting Papers shall be sent to Attorney Elad Sirkis, to fax number 03-7332163 or by email to EladS1@fnx.co.il.

7. Reviewing the documents

This report, the documents mentioned therein (including the Voting Paper and position announcements, insofar as they are given) and the full text of the proposed decision on the agenda, can be reviewed at the Company's Offices, from Sundays to Thursdays during regular work hours, in prior coordination by calling 03-7332997, and that, by the time of convening the Assembly.

Furthermore, the Voting Paper and the position announcements (insofar as they are given), can be viewed on the Distribution Website and on the TASE Website, as mentioned above.

The Phoenix Holding Ltd.

By:

Meni Neeman, Chief Legal Counsel

Appendix A
Proposed Remuneration Policy

The Phoenix Holdings Ltd.

Officers and Employees

Remuneration Policy

for the years ~~2021~~2024-~~2023~~2026

This English translation from the Hebrew version of the Remuneration Policy has been made for convenience and information purposes only. In case of any conflict or discrepancy between the terms of this English translation and the original version prepared in Hebrew, the Hebrew version shall prevail.

Chapter I – Introduction and Basic Principles

1. General

This document is intended to describe the policy of the Phoenix Holdings Ltd. and the companies under its full control (together: the “**Company**”) in respect of remuneration of Officers and other employees at the Company - the scope of remuneration, its components and the manner of determination thereof, and so except for companies under the Company’s full control who had adopted their own remuneration policy for their employees pursuant to the laws applying to such.

Determination of the Company's Officers remuneration policy and publication thereof are pursuant to the provisions of Section 267a under the Companies Law, 5759 - 1999 (the “**Companies Law**”).

This policy has been adjusted, to the extent required, to the provisions of Institutional Entities Circular 2019-9-6 on "Amendment to the Provisions of the Consolidated Circular, Part 1, Gate 5, Chapter 5, titled “Remuneration” (the “**Consolidated Circular**”).

The remuneration policy has been formulated in a manner so as to ensure compliance with the provisions under the Remuneration of Officeholders in Financial Corporations (Special approval and Inadmissibility of Expenses for Tax Purposes due to Irregular Remuneration) Law, 5776-2016 (the “**Officeholders Remuneration Law**”).

Under this policy, the term “Company” shall address, per the circumstances and to the extent relevant, also the relevant companies belonging to the Phoenix Group (for example, reference to management of policyholders’ funds by the Company refers to management of policyholders’ funds by the Group’s relevant companies that manage policyholders’ funds).

It should be emphasized that this policy does not confer rights upon Officers (or any other employee) at the Company, and no right shall be coffered upon a Company Officer, by virtue of the mere adoption of this remuneration policy, to obtain any of the remuneration components specified in the remuneration policy. The remuneration components to which an Officer shall be entitled shall be solely those approved specifically for him by the Company’s organs authorized to do so (the Compensation Committee, Board of Directors and General Meeting, as applicable, and subject to the provisions under law).

In the event where an Officer (or other employee) at the Company shall obtain remuneration that it less than the remuneration pursuant to this policy, such shall not be deemed an aberration or deviation from this remuneration policy, and the terms his of employment as aforementioned shall not require for this purpose the approval of the General Meeting that is required in the case of approval of office terms and employment deviating from the remuneration policy.

The policy is worded in the masculine form for convenience purposes only and it is intended for both men and women.

2. Commencement and Applicability Provisions

This policy shall apply in respect of the years ~~2021-2024~~ through ~~2023~~2026. It should be noted, the remuneration policy shall not infringe upon existing engagements of the Company with Officers or other Key Position Employees.

The provisions of this remuneration policy shall apply to the terms of remuneration of Key Position Employees as their definition in the Consolidated Circular (“**Key Position Employee**”). ~~which had been approved commencing October 7, 2015 onwards. However, regarding remuneration agreements that had been approved prior to the aforesaid date, the provisions under the policy shall not apply to rights accrued and/or formed in respect of periods prior to the date of entry into force of the provisions under the Officeholders Remuneration Law and the Institutional Entities Circular 20144-9-2 that had been published on April 10, 2014, and as amended on October 7, 2015 (the “Previous Circular”), and regarding the provisions of the Previous Circular’s amendment according to the date of such amendment’s taking effect, as applicable.~~[†]

3. The Objectives of the Remuneration Policy for the Company’s Officers and Employees

The Company’s remuneration policy supports obtaining the Company’s long-term objectives and work plans, as well as considering its risk management, inter alia by:

- Provision of the tools required for recruitment, motivation and retention of managers and highly-skilled employees in the Company, who will be able to contribute to the Company and maximize its profits in the long term.
- Establishment of a reasonable and appropriate incentives’ layout for Key Position Employees at the Company, considering, inter alia, the Company’s features, its long term business activities, the Company’s risk management policy and the work relations at the Company.
- In respect of varying remuneration - placing an emphasis on performance based remuneration and linkage of remuneration of Key Position Employees to the Company’s performance, while adjusting the remuneration of Key Position Employees to their contribution in achieving the Company’s long term objectives and maximizing its profits, and according to their position.
- Establishment of an appropriate mix of the various remuneration components (such as fixed components vis-a-vis varying components as well as short term components vis-a-vis long term components).
- Prevention of formation of incentives for taking exceptional risks or beyond the Company’s risk appetite and of the policyholders’ funds saved through it.
- Ensuring the suitability of incentives for intelligent management of policyholders’ funds saved through the Company, considering the yield and long term risk.

[†] ~~It is hereby clarified that the provisions of the remuneration policy shall not be more stringent than the transitional provisions set out in the Circular and such shall not adversely affect the rights the transitional provisions had been designed to protect.~~

- Ensuring the existence of appropriate remuneration arrangements and ensuring an appropriate balance between the wish to reward Key Position Employees and motivate them, and the need to ensure that the compensation structure is consistent with the best interests of the Company and the policyholders saving through it.

4. The Population of Employees Subjected to the Remuneration Policy

The remuneration policy (including all chapters thereof) is designed for setting out a framework for the terms of service and employment of all of the Company's employees, including:

- (1) Chairman of the Board of Directors;
- (2) Board members;
- (3) CEO of the Company;
- (4) Key Position Employees who are Officers;
- (5) Key Position Employees who are not Officers, including Key Employees;
- (6) The other employees at the Company who are not listed among one of the groups noted in this Section 4 above.

5. The Main Concept and the Company's Remuneration Policy

5.1. The overall remuneration concept

The overall remuneration of the Officers and employees at the Company may be composed of several components so that each component rewards the Officer and employee for a different component of his contribution to the Company:

5.1.1. Fixed component² - this component includes two sub-components: [a] basic wage (salary); and [b] fringe benefits, and it shall constitute a significant part of the total remuneration of a Key Position Employee.

- ✓ The basic wage (salary) is intended to reward the Officer for the time he invests in performing his duties for the Company and for performing the position's tasks on a daily basis. The basic wage expresses the Officer's skills (such as: his experience, the know-how he brings to the position, the expertise he had gained within the domain of occupation, his education, the professional certifications he had gained, etc.) on the one hand, and on the other hand the requirements of the position and the authority he holds. The amount of this wage shall be determined, also noting the basic wages customary in the industry for similar position holders and it expresses also the need for recruiting and retaining in the Company's senior positions highly skilled and experienced Officers.

² Should an officer be employed in the form of a service provider (rather than an employee), the fixed relevant components, as specified in this remuneration policy, shall be translated into the equivalent management fees' values.

- ✓ The fringe benefits, some of which stem from the provisions under law (such as: social contributions, vacation days, sick-days, convalescence pay, etc.), some stemming from the customary practices in the labor market (such as savings in a continued education fund) and some are other customary fringe benefits such as - car, phone, communication services, newspapers and professional literature and the like. Additionally, the Officers may be entitled to reimbursement of travel expenses, accommodation and per diem expenses, pursuant to the Company's procedures (a limit has been established in the Company's procedures in this regard).

5.1.2. Varying component - this component may include a performance - dependent component, cash bonus/es and/or other varying equity compensation:

- ✓ **Cash bonus/es** - these components are designed to reward the Officer in the short-term for his achievements and contribution in obtaining the Company's objectives during the period for which the varying remuneration is paid.
- ✓ **Equity compensation** - is intended to link between the yielding gained by shareholders as expressed in the increase of the ~~Company's~~ share value over time and the remuneration granted to the Company's Officers. This remuneration establishes alignment of interests among the Officers and shareholders and assists in forming motivation and retention of Key Position Employees in the Company.

5.2. The Ratio between the Varying Components and the Fixed Components

- 5.2.1. In determining the overall remuneration of the Company's employees, the ratio between the fixed components and the varying components of the remuneration shall be taken into account. The examination shall be conducted considering the employee's position, expertise, skills, seniority, responsibility and performance, as well as the need to motivate conduct supporting the Company's risk management framework and long-term financial stability, and this while examining the reasonability of granting such also relative to that customary in the market.
- 5.2.2. Subject to the Consolidated Circular, in the case of a Key Position Employee, the annual rate of the varying component shall not exceed 100% of the annual fixed component cost, unless the Compensation Committee and Board of Directors have determined that there are exceptional circumstances justifying so, and special reasons have been recorded in this matter. Where such exceptional circumstances take place, the rate of the varying component shall not exceed 200% of the annual fixed component cost. For the purposes of this Section only: "Key Position Employee" - except for CEO; "Exceptional Circumstances" - circumstances regarding a one-time business event that is not repeated annually, and which do not apply to a wide group of Key Position Employees.

- 5.2.3. As a rule, the ratio between the varying remuneration and the cost of the fixed remuneration regarding an Officer or Key Position Employee in risk management, control and inspection functions as well as various supporting functions (“Control and Supervision Functions”) will tend to the benefit of the fixed remuneration compared to this ratio for an Officer or Key Position Employee in business functions.
- 5.3. The Company shall not bear the expenses of employment of any of its employees or Key Position Employees due to his service in office at another corporation, including office in another corporation that is part of the investors’ group the Company belongs to.
- 5.4. The Company shall bear the expenses of employment of any of its employees or other Key Position Employee depending on the scope of the position, the authorizations and liabilities of such, and subject to the limitations under the Consolidated Circular.³
- 5.5. The Company shall ensure that any employee or Key Position Employee in it will not obtain any remuneration in respect of his service in office in the Company companies of the Group that are subject to the provisions of the Consolidated Circular from another party, including from the Company's controlling shareholder or a non-controlling significant holder in the Company, all subject to the provisions of the Consolidated Circular to the extent applicable.

³ Meaning, during service in office of an employee or key position employee in a number of institutional entities that are part of a group of investors, each institutional entity in the group shall be required to bear the cost of employment of that employee or Key Position Employee according to the scope of the position, authorizations and liabilities at that institutional entity, and subject to the limitations under the Consolidated Circular.

Chapter II – Remuneration of Company Officers

6. **Population**

This Chapter refers to Key Position Employees, as defined in the Consolidated Circular, who are Company Officers, as the definition of this term in the Companies Law, who are employed through personal agreements, meaning CEO and Officers reporting to the CEO (in this Section each of the aforementioned shall be referred to as an “**Officer**”).

This Chapter refers also to remuneration of the active Chairman of the Board of Directors and remuneration of board members.

7. **Means of Remuneration**

The overall Officers’ remuneration package integrates fixed and varying components in a balanced manner in order to motivate the Officers in the short term and long term performance, while avoiding taking risks beyond the Company’s risk appetite. The Officers’ remuneration package may include the following components:⁴

- (1) **Fixed remuneration** - monthly wage, social contributions and fringe benefits, salary components for which no social payments will be paid, assured bonus in respect of which no social contributions will be made and retirement payments as customary in respect of the other Company employees.
- (2) **Varying remuneration** - an annual bonus (including Measurable Annual Bonus and Annual Bonus per Discretion), special bonus (due to a special contribution or special event), signing bonus, equity bonus and retirement payments beyond that customary in respect of the other Company employees.

8. **The Ratio between Officers’ Remuneration and Remuneration of the Other Company Employees**

Upon establishing this remuneration policy, the Compensation Committee and Board of Directors have examined, inter alia, the ratio between the cost of employment of the Officer and the average and median cost of employment of the other Company employees and contract workers employed by the Company; as well as the impact of the said relations on the work relations in the Company, and noting the Company’s nature, size, mix of personnel employed by it and the nature of its business.

9. **Insignificant Change in the Terms of Office of an Officer Reporting to the CEO**

To the extent permissible by law, the CEO shall be entitled to approve an insignificant change in terms of remuneration of an Officer reporting to the CEO, without obtaining

⁴ Employment agreements that had existed prior to the date of this policy’s taking effect, meaning up to January 1, ~~2021~~ **2024** (the “**Effective Date**”), may include other compensation components (such as thirteenth salary), all pursuant to the officers’ remuneration policy that had been in effect up to Effective Date of this remuneration policy. Commencing the Effective Date, each new employment agreement, including an existing employment agreement that had been renewed, shall be adapted to the provisions of this remuneration policy.

the approval of the Compensation Committee and Board of Directors, provided that the change brought for obtaining this approval complies with the remuneration policy. In this regard - “Insignificant Change in Terms of Remuneration of an Officer Reporting to the CEO” is a change in terms of service and employment including varying non-equity remuneration of an Officer (as defined in the Consolidated Circular), who reports to the CEO, which does not exceed in the aggregate 15% of the cost of his total remuneration over the period of 3 years.

10. Principles for Determining Fixed Remuneration

10.1. Officers (Excluding the Chairman of the Board of Directors)

10.1.1 The monthly wage of an Officer shall reflect the Officer's position, his type of activities and responsibilities, his education, skills, expertise, experience, seniority, accomplishments and previous wage agreements that had been signed with him.

10.1.2 A fixed annual bonus with no social contributions - an Officer may be entitled to a cash payment in respect of which no social contributions will be made.

10.2. Remuneration of Board Members

A director, including the Chairman of the Board, shall obtain only a fixed component in respect of his service in the Company, and shall not obtain any varying component in respect of this service. Notwithstanding the foregoing, a director serving in another company in the Group, may be entitled to receive variable compensation from that Company for his position therewith, subject to the provisions of the applicable law.

10.2.1. Chairman of the Board of Directors

The remuneration of the Chairman shall be determined considering the remuneration of an external director in the Company, the scope of his position and referring to the considerations listed in Section 6(b) of the Consolidated Circular.

Additionally, the Chairman of the Board may be entitled to fringe terms as specified in Section 10.3 below.

In addition, the Chairperson of the BOD may be entitled to variable compensation, including equity-based compensation (as specified in Section 15 below), in the company in the Group in which he serves and for tenure in such a company, as mentioned, all subject to the provisions of applicable law

10.2.2. Board members (excluding the Chairman of the Board of Directors)

The remuneration of a director who is not an external director, an independent director⁵ or a Chairman of the Board, shall be determined pursuant to the provisions of the Consolidated Circular.

The remuneration of the Company's external directors and independent directors shall be determined in accordance with the provisions of the Companies Regulations (Rules Regarding Outside Director Remuneration and Expenses), 5760--2000 (the “**Remuneration Regulations**”).

The directors shall also be entitled to reimbursement of expenses pursuant to the Remuneration Regulations and pursuant to the law.

The remuneration of other directors shall not exceed the remuneration of the external directors, and this except for the Chairman of the Board in respect of whom the remaining provisions of the remuneration policy shall apply, subject to the provisions of the law.

The Board of Directors may, in special circumstances, appoint an ad hoc team or committee of one or more directors who will accompany and audit the actions of the Company's management regarding a specific project or issue. Participation of a director in the meetings of such a team or committee may entitle the director to be compensated for their participation in such meetings.

10.2.3. Reimbursement of Foreign Directors' Expenses

In return for the expenses associated with the arrival in Israel of a director residing outside Israel (“**Foreign Director**”) for the purpose of participating in board and/or board committees’ meetings and/or work meetings, the Foreign Director shall be entitled to reimbursement of 100% of business class airfare (including services related to the flight) as well as to reimbursement of 100% of the expenses of a three-nights’ stay at a hotel. In the event where the duration of the sessions/meetings held as part of a specific trip will be more than one day, the duration of stay shall be the same as the number of days during which such sessions and meetings are held plus two days. The Company, given the approval of the Chairman of the Board, shall be entitled to fund a longer stay at a hotel, so far as such a stay may save the Company flight expenses exceeding the cost of the additional stay (for example, should the Foreign Director be invited to two meetings within a few days). Additionally, the Foreign Director shall be entitled to reimbursement of 100% of the expenses of food, beverage and accommodation as part of his stay in Israel. The total expense the Company shall bear per one day in respect of a stay at a hotel, food, beverages and accommodation shall not exceed NIS 2,000, plus VAT.

⁵ Where such concerns a director obtaining remuneration.

Additionally, the Foreign Director shall be entitled to full reimbursement of travel expenses in Israel directly related to his participation in meetings/sessions as aforementioned. Reimbursement of the expenses specified above shall be subject to presentation of receipts or invoices indicating payment of those expenses in practice (provided the Company will not pay such expenses directly to the supplier). The Compensation Committee shall receive a report from the Company, once a year, on such expenses borne by the Company.

10.3. Details of Benefits and Related Components Constituting Part of the Fixed Remuneration

- 10.3.1. The Company Officers (including the CEO and Chairman of the Board) may be entitled as part of the terms of their employment to social terms and benefits pursuant to the law and the customary practice at the Company or in accordance with the Company's procedures, including vacation up to the limit of 30 days annually (and in any event the permitted limit of accumulation of vacation days shall not exceed the scope of 3 annual quotas), sick days, convalescence pay, advanced education fund, pension fund, provident fund, management insurance, work disability insurance, welfare activities as customary at the Company (such as: holiday gifts, vacation, participation in summer camp and daycare expenses, etc.).
- 10.3.2. Fringe benefits according to their rank as customary at the Company or pursuant to the Company's procedures, which may be embodied by the Company for tax purposes, such as a full reimbursement of car, communications and phone expenses (grossed up to the full value of use), reimbursement of accommodation expenses, travel expenses (including abroad), parking expenses, diem expenses and additional benefits that may be determined in accordance with the customary practice at the Company and pursuant to the Company's set internal procedures regarding eligibility to such reimbursements.⁶

10.4. Limits of Remuneration of Officers (Including Directors and Chairman of the Board)

The limits for the components of remuneration of an Officer or Key Position Employee (including Chairman of the Board) (for one calendar year) shall be the remuneration limits under law, including pursuant to Section 2(b) of the Officeholders Remuneration Law, meaning up to 35 times the remuneration paid for the calendar year prior to the relevant year to the employee with the lowest salary in the Company, including contractor personnel as provided in Section 2(b)

⁶This policy does not set out a limit for reimbursement of expenses an Officer is entitled to as aforementioned.

of the Officeholders Remuneration Law, ~~linked to the rise in the CPI (to the extent permitted under law)~~. All based on a full time position of the Officer (or the Key Position Employee) and a full time employee with the lowest salary in the Company. In this regard, it should be noted that the remuneration for calculation of the limits shall not include wage tax, contributions to pension and severance pay under law, and that the Company shall be entitled to bear the cost of the excess expense for taxes resulting from the Officeholders Remuneration Law due to the cost of such remuneration.

11. **Principles for Determining the Annual Bonus**

11.1. ~~Subject to the Company's compliance with the prerequisites for the annual bonus specified below,~~ An Officer may be entitled to an annual bonus, comprised of a Measurable Annual Bonus component ("**Measurable Annual Bonus**") and an Discretionary Annual Bonus component ("**Discretionary Annual Bonus**"). The Measurable Annual Bonus and the Discretionary Annual Bonus shall be referred to herein collectively as the "Annual Bonus".

11.2. The eligibility of an Officer to the Measurable Annual Bonus is contingent upon the Company's compliance with the two following conditions during the year for which the eligibility to the Annual Bonus is examined (the "**Annual Bonus Prerequisites**"): (1) The Company's Return on Equity Index (as defined in Section 11.4 below) is equal to or higher than 4%; and (2) compliance with the economic Solvency Ratio Index (as defined in Section 11.4 below) as of the date of the last publication of this index prior to the relevant date of payment of the Annual Bonus.

11.3. Discretionary Annual Bonus:

An Officer may be entitled to a Discretionary Annual Bonus, subject to the CEO's recommendation⁷ (except in respect of the CEO himself) and subject to the approval of the Compensation Committee and the Board of Directors. The Discretionary Annual Bonus shall not exceed for any Officer, including the CEO, the scope of the Officer's three months' salary.

11.4. Measurable Annual Bonus:

11.4.1. The Measurable Annual Bonus shall be calculated for each Officer based on objectives to be determined by the Compensation Committee and Board of Directors in respect of each relevant year and may include quantitative objectives at the Company or Group level ("**Company Indexes**") and personal objectives (including department objectives).

11.4.2. The entitlement to the Measurable Annual Bonus shall include at least three objectives at the Company level or the Group specified in Section 11.4.~~4~~5 below.

⁷ Notwithstanding that stated in Section 11.3, the annual Bonus per Discretion for the internal auditor shall be subject to the recommendation of the Chairman of the Audit Committee and Chairman of the Board, and following, the approval of the Compensation Committee and the Board of Directors.

11.4.3. The weight of the objectives that take into account risk levels shall not fall beneath 25% of the total ~~entitlement~~Company Indexes.

~~11.4.3.~~11.4.4. The Company Indexes and/or the personal indexes shall also include Environmental, Social, and Governance (ESG) indexes as well as compliance and enforcement indexes.

~~11.4.4.~~11.4.5. Following is the specification of objectives at the Company level, all or part thereof shall be integrated in the determination of the entitlement to the Measurable Annual Bonus component:

The “**Financial Solvency Ratio Index**” - this ratio shall be calculated in accordance with the “Solvency II Based Financial Solvency of an Insurance Company” circular or other circular that may replace it, and shall be set as the ratio between the tax-deductible capital available to the Company and the solvency capital requirements (SCR), and taking into consideration the capital actions carried out until the first publication of this ratio, and all depending on the deployment period that had been set out by the Capital Market Authority. This index shall be calculated according to the last publication date of this index prior to the date of examination of the entitlement to the Measurable Annual Bonus.

The “**Share Yield Index**” - an index that shall examine the difference between the “**Total Share Yield**” (as defined below) of the share of the Company whose shares are traded on the Tel Aviv Stock Exchange (the “**Stock Exchange**”) compared to the weighted yield of the insurance companies (apart from The Phoenix) included in yield of the “TA-Insurance Index”~~“(which is calculated and published by the Stock Exchange), deducting the impact of the Company’s share yield on the index.~~ This index shall be calculated based on a weighted three-year measurement.⁸

The “Total Shareholder Return” (TSR) - meaning the yield for the Company’s shareholders during the performance measurement period, including in accordance with the dividends distributed during this period. It should be clarified that the Company’s share prices and closing rates of the “TA-Insurance Index” upon commencement and expiration of the measurement period shall be calculated based on the average of 15 trading days ending on these dates.

The “**Company’s Return on Equity Index**” - the Company’s overall profit due to return normalized on the Company’s weighted ~~total~~ equity, as reported by the company and in the Company’s reports, as and

⁸ In the event where the employment of an officer shall terminate prior to the lapse of the second or third year of the three-year measurement period, the index shall be calculated in a weighted manner on the basis of the officer’s actual period of employment.

calculation of the return on equity shall be conducted in respect of the calendar year for which the remuneration shall be granted.

~~“The “Return on Equity in Relation to Other Insurance Companies Index” Return on Equity Index” - an index that examines the difference between the Company’s Return on Equity and the median Return on Equity Comparison to the overall profit due to return on the weighted total equity of the other four leading traditional insurance companies in Israel, “Return on Equity” is the overall annual profit related to the equity, as calculation of where calculation of the return shall be conducted in the manner of weighted three-year measurement.~~

~~11.4.5.~~ 11.4.6. For each measurable quantitative objective a minimal performance threshold and a maximal performance bar shall be determined.

11.5. In any event, the total amount of the Annual Bonus, along with other variable compensation components, shall not exceed in respect of an Officer, including the CEO, the variable remuneration ceiling as specified in Section 5.2.2 above ~~the scope of 12 months’ salary, and for an Officer serving in control and monitoring functions, the scope of the Officer’s 10 months’ salary.~~

11.6. In any event, for each Officer, the total varying remuneration components based on discretion shall not exceed the Officer’s three months’ salary in respect of any year.

12. Bonus due to a Special Contribution and/or Special Event

The Board of Directors shall be entitled, per its discretion and upon the approval of the Compensation Committee, to approve a bonus for an Officer due to a special contribution or a special event (such as: a change of control of the Company, leading a significant transaction, leading a significant optimization plan, leading any process or event significant for the Company, etc.), at the scope not to exceed the cost of the Officer’s 6 month’ salary and is, in any case, subject to the fixed overall ceiling for variable compensation, as specified in Section 5.2.2. ~~A bonus granted pursuant to this Section shall be in addition to the limits stated in Section 11.5 above.~~

~~13.~~ **Special Discretionary Bonus**

~~Subject to that provided in Section 11.6 above, in the event where the Company shall not meet the prerequisites for the Annual Bonus, as provided in Section 11.2 above, the Board of Directors shall be entitled, per its discretion and following the approval of the Compensation Committee, to grant an Officer a special bonus, at the scope not to exceed the cost of the Officer’s 3 months’ salary\.~~

~~14.~~ **13. Signing Bonus**

The Board of Directors shall be entitled to approve a signing bonus to a new Officer in the Company in respect of his first year of work at the Company, provided that the signing

bonus shall be granted in a one-time manner upon signing the employment agreement and at the scope not to exceed the cost of the Officer's 3 months' salary ("**Signing Bonus**"). The Signing Bonus may be contingent on a minimum employment period not to exceed one year.

15.14. Varying Equity Remuneration

~~15.1.~~14.1. Subject to the approval of the Company's authorized organs and/or of a company held, directly or indirectly, by the Company (an "**Affiliate**"), if equity exercisable into such Affiliate's shares is issued, the Officers may be entitled to an annual Varying Equity Remuneration dependent on performance, subject to a vesting periods spread over a period of at least 3 years, in respect of which no social contributions will be made, which shall be granted in the form of equity remuneration instruments that may be exercised or converted into ordinary shares of the Company or an Affiliate (for example, options or restricted shares, provided that such equity instrument shall be share-based) ("**Varying Equity Remuneration**"). Subject to applicable law, the Varying Equity Remuneration shall be granted pursuant to a capital gain track under Section 102 of the Income Tax Ordinance.

14.2. The scope of the Varying Equity Remuneration of an Officer (including the CEO) (in terms of fair value on the grant date) shall not exceed in respect of any year (calculated linearly over the vesting years), along with other variable compensation components, the ceiling of the variable components as specified in Section 5.2.2 above shall not exceed the scope of cost of the Officer's 6 months' salary.

14.3. To the extent that exercisable options are granted to the Company's shares, their exercise price shall not be less than the closing price of the Company's shares on the trading day preceding the date of approval of the grant by the Company's Board of Directors (the "**Minimum Exercise Price**"). The Company's Board of Directors shall be entitled to approve, under certain circumstances, the reduction of the exercise price of the options granted (including by way of cancellation and re-allocation), provided that the exercise price to be determined with respect to options for the Company's shares shall not be less than the Minimum Exercise Price (which will be measured on the date of the Board of Directors' decision on its reduction).

~~15.2.~~14.4. The exercise period of options for the Company's shares, to the extent granted, shall not exceed 5 years from the vesting date.

~~15.3.~~14.5. The objectives setting the entitlement to such a Varying Equity Remuneration shall be based on one or more of the objectives specified in Section 11.4.45, while with possible adjustment of the performance and entitlement ranges or as specified in Section 17.3 below. In case of issuance of equity for shares of an Affiliate, the objectives may vary from the objectives ~~set forth specified in Section 11.4.4 above;~~ or shall be adjusted to in accordance with the performance of the Affiliate objectives, as needed.

16.15. Reduction or Cancellation of Varying Components

Upon the occurrence of the following circumstances, the Compensation Committee and the Board of Directors shall be entitled to decide per their discretion, with respect to each of the Officeholders, on reduction or cancellation of the varying component in respect of a given year:

- (1) In order to maintain the Group's stability and strength its equity.
- (2) Failure of the Group to meet its targets in general or regarding policyholders' funds saved through it in particular.
- (3) Negative performance of the Group and the savings' funds managed through it.
- (4) Ensuring compliance with the Group's risk management policy and compliance provisions.

The conditions upon the occurrence of which the Board of Directors shall consider reducing or eliminating the aforementioned varying Components shall include, inter alia:

- Reduction of the Company's bonds' rating;
- Significant active deviations from the limitations imposed by the Board of Directors on risk management;
- Significant deviations from compliance provisions.

17.16. Deployment and Payment of the Varying Component

Payment of varying components shall be subject to deferral arrangements including the following terms:

17.1.16.1. At least 50% (55% in respect of the CEO and 52.5% in respect of a VP) of the varying component for an Officer in respect of a particular year shall be deferred and deployed linearly over a period of three consecutive years. However, in the event where in a given year the amount of remuneration granted to an office shall not exceed the limit for payment as defined in Section 32(17) under the Income Tax Ordinance (New Version), 5721 - 1961, and the sum of the varying component shall not exceed 40% of the cost of the fixed component paid to such an Officer for a full year, the Company shall not defer payment thereof. The deferred component shall be linked to the rise in the CPI and may bear linkage and interest in the rate to be determined by the Board of Directors up to the date of actual payment thereof.

17.2.16.2. Termination of employment shall not lead to early payment of a deferred remuneration component: (except in circumstances of death or disability/loss of working capacity).

1.1.16.3. Entitlement to the deferred component in each calendar year shall be contingent upon the Company's compliance with the following two prerequisites (hereinafter: the "**Prerequisites for Payment of the Deferred Component**"):

1.1.1.16.3.1. Meeting by The Phoenix Insurance Company Ltd. of the required capital for extenuating circumstances as defined in the "Solvency II

Based Financial Solvency of an Insurance Company” (according to the last report prior to the date of payment), unless the Compensation Committee and Board of Directors shall believe that failure to meet this requirement is the result of an exogenous and significant event that affected the general insurance industry in Israel.

1.1.2.16.3.2. Meeting the financial standards of the Company's bond series ~~5-6~~ (or other bond series that may be issued in its place) as of the lapse of the year preceding the date of payment.

The standards that had been set out as part of the bond series ~~5-6~~ deed of trust are as follows:

- (a) Equity not less than NIS 3.~~2-6~~ billion during two consecutive quarters.
- (b) Net Financial Debt ratio to Total Assets not to exceed ~~5048~~% during two consecutive quarters.

“Net Financial Debt” - the total amount of the Company's liabilities for bonds and for loans from banks and financial corporations that are not corporations in The Phoenix Group (meaning, the Company and its subsidiaries), and after deducting unrestricted cash and cash equivalents and deducting other financial investments, as listed in the non-consolidated (“solo”) audited financial statements, or the Company's latest published scores, as the case may be.~~the Company's undertakings in respect of bonds and loans from banks and financial corporations, which are not corporations within the Phoenix Group (the Company and its subsidiaries) and deducting cash, cash equivalents and other current investments pursuant to the Company's non-consolidated report.~~

“Total Assets” - the total amount of the Company's assets as listed in the Company's non-consolidated audited financial statements or their latest published scores, as the case may be.~~the total assets included in the Company's non-consolidated report.~~

1.1.3.16.3.3. Payment of any deferred component shall be contingent upon meeting the Prerequisites for Payment of the Deferred Component during the year in which the deferred component is paid. In the event where a deferred component had not been paid in a particular year due to failure to meet the Prerequisites for the Payment of the Deferred Component (in this Subsection: the “**First Year**”), it shall be paid during the following year (in this Subsection: the “**Second Year**”), should the Prerequisites for Payment of the Deferred Component be met during the Second Year. In the event where the Prerequisites for Payment of the Deferred Component will not be met during the Second Year as well, the Officer's entitlement to the deferred component for the First Year shall expire.

~~1.1.4.16.3.4.~~ It should be clarified that in the event where a deferred component shall not be paid, the other deferred components, which are to be paid on consecutive dates, shall not be canceled and shall be subject to meeting the aforementioned prerequisites during the following years.

2.17. Clawback of a Varying Component

~~2.1.17.1.~~ An Officer shall return to the Company sums he had been paid as a varying component, as part of the terms of his service in office and his employment (“**Clawback**”), and so at the terms to be determined and upon the occurrence of very exceptional circumstances.

~~2.2.17.2.~~ Without derogating from any remedy available to the Company under law, the Compensation Committee and the Board shall determine the terms and circumstances for executing Clawback, including the sums of Clawback or rates of Clawback suiting various types of circumstances, which shall include, at least, the following:

- a. Sums had been paid to the Officer based on data that have proven to be erroneous and re-presented in the Company’s financial statements or of a provident fund managed by it.
- b. Sums had been paid to the Officer considering a risk level proven as significantly not reflecting the Company’s exposure in practice or of policyholders’ funds saved through it;
- c. Determination of the Compensation Committee that the Officer had been involved in conduct that inflicted Exceptional Damage on the Company or policyholders’ funds saved through it, including: fraud or other illegal activity, breach of fiduciary duty, intentional violation or gross negligence disregard of the institutional entity’s policy, its rules and procedures.

For the purposes of this Section, “**Exceptional Damage**”, including a significant financial expense due to penalties or sanctions imposed on the Company by competent authorities under law or per a judgment, arbitration ruling, settlement agreement and the like, exceeding 5% of the Company's equity during the year such cost had become known.

~~3.1.17.3.~~ The Compensation Committee shall determine whether circumstances for Clawback had occurred as aforementioned and the sum of Clawback; the sum of Clawback shall be determined considering, inter alia, the position holder’s responsibilities, his powers and the extent of his involvement.

~~3.2.17.4.~~ In respect of an Officer, except the CEO, determined by the Compensation Committee as having a significant effect on the circumstances specified in Sections 18.2 (a) - (b) above, such sums may be offset from the sum of the varying components that had not been yet paid to the Officer, should there be any.

~~3.3.17.5.~~ The Company shall take the measures available to it, under the circumstances, including legal measures, for return of sums that are required to be returned pursuant to this Section.

3.4.17.6. Sums paid to an Officer shall be recoverable for the period of five years following the date of granting the varying component, including in respect of deferred components (the “**Clawback Period**”). However, the Clawback Period in respect of a varying component that had been paid to an Officer as defined in the Companies Law, shall be extended for two additional years, should the Compensation Committee determine during the Clawback Period that circumstances requiring Clawback had occurred, as specified below:

- a. The Company had initiated internal investigation proceedings regarding a substantial failure;
- b. Should the Company learn that a competent authority, including a competent authority abroad, had initiated an administrative investigation procedure or criminal investigation against the Company or its Officers.

2.1.17.7. **Reporting to the Commissioner**

- a. The Company shall report to the commissioner on the occurrence of circumstances for Clawback pursuant to the aforementioned within 30 business days following such a determination. The Compensation Committee’s protocol shall be attached to the report.
- b. The Company shall report to the Commissioner at the end of each calendar year on the measures it had taken for Clawback of sums and sums that had been returned, had any such be taken or returned, as applicable.

2.1.17.8. Notwithstanding the foregoing, should the total varying remuneration sum that had been granted to the Officer in respect of a calendar year not exceed 1/6 of the cost of the fixed component that year, it shall not be required to exercise the Clawback mechanism on the varying component in respect of that year.

3.18. **Hedging Arrangements**

The Company shall require its Officers to refrain from forming personal hedging arrangements negating the impacts of sensitivity to risk inherent in their remuneration, and the Officers shall sign an undertaking in respect of this matter within the personal employment agreement or an appendix to such agreement.

4.19. **Terms of Retirement for Officers (including the CEO)**

4.1.19.1. **Termination of employment due to retirement (not for a Cause)**

The Compensation Committee and Board of Directors (subject to the approvals required under law) shall determine as part of the Officer's terms of remuneration the payments that shall be paid to the Officer upon termination of the employer-employee relations (“**Remuneration due to Retirement**”), beyond the severance pay under law (including arrangements pursuant to Section 14 of the Severance Pay Law, 5723 - 1963) in the scope and subject to the terms specified below. In respect of Officers, the scope of Remuneration due to Retirement exceeding the scope customary in respect of the Company’s employees (“**Excess Retirement Remuneration**”), shall be deemed a varying component and all of the relevant provisions applying to varying components shall apply to it. It should be clarified for

this matter, that the provisions of this Section shall not apply to rights accrued for a Key Position Employee up to July 1, 2014.

4.2.19.2. Advance Notice Period

The advance notice period for an Officer shall not exceed 9 months during which he may be required to continue serving in his office at the Company. Subject to the approvals required by law, it may be that the Officer will be entitled to obtain all or part of the remuneration components specified in this policy during the advance notice period as well. The Company shall be entitled to waive the Officer's work in practice during the advance notice period, or part thereof, without compromising the Officer's right to the full terms of remuneration, or part thereof, during this period (or redemption thereof).

4.3.19.3. The terms specified in this policy shall apply in respect of any Remuneration due to Retirement, whether such is a special retirement bonus, adjustment bonus or non-competition bonus. It should be clarified that a deferred payment as set out in Section ~~16-17~~ above, paid after termination of employer-employee relations is not considered to be "Remuneration due to Retirement".

4.4.19.4. Without derogating from the provisions of Section 20.2 above, Remuneration due to Retirement shall not exceed the cost of the Officer's 6 months' total remuneration (fixed and varying components).

4.5.19.5. Entitlement to Excess Retirement Remuneration shall be subject to meeting the following terms:

4.5.1.19.5.1. Over the 3 years preceding the year of retirement there had been no deviation from the capital required by the Commissioner of the Capital Market and Insurance from the Phoenix Insurance Ltd, taking into account the period of deployment and capital actions until the publication of the Company's economic Financial Solvency ratio Index for the relevant date as defined in section 11.4.~~54~~ above, unless the Compensation Committee and the Board of Directors shall believe that failure to comply with this requirement is the result of an exogenous and significant event that affected the general insurance industry in Israel.

4.5.2.19.5.2. Over the 3 years preceding the year of retirement there had been no deviation from the financial standards of the Company's bond series ~~5-6~~ as specified in Section ~~16~~17.3 above (or other bond series that may be issued in its place).

4.5.3.19.5.3. For each year during which one of the conditions noted above shall not be met, over the 3 years preceding the year in which the Officer shall retire, the entitlement to Excess Retirement Remuneration shall be reduced in a linear manner (meaning reduction of one third in respect of each year during which the conditions shall not be met).

~~4.6.19.6.~~ The Excess Retirement Remuneration of an Officer shall be subject to a deferral arrangement after the date of termination of employment, for a minimal period of three years in a linear manner and subject to meeting prerequisites identical to those defined for the varying component (as specified in Section ~~46~~17.3 above).

~~4.7.19.7.~~ Notwithstanding the foregoing, should the sum of the Excess Retirement Remuneration not exceed the total of 3 fixed salaries, it shall not be required to defer payment thereof for 3 years.

5.20. Description of Insurance, Indemnification and Exemption Arrangements

The directors, Officers and other Key Position Employees (hereinafter for the purposes of this Section: “**Officers**”) shall be entitled to be included in an Officers’ liability insurance arrangement the Company shall purchase for all of the Officers serving in office and that had served in office at the Company and its subsidiaries (hereinafter jointly: the “**Group**”) and the Officers serving in office or that had served in office at the Company’s related companies on behalf of the Company and/or on behalf of its subsidiaries from time to time, and subject to the approvals required by law. The coverage limit (the liability limit under the policy) shall not exceed USD 220 million⁹ plus reasonable legal costs in accordance with Section 66 of the Insurance Contract Law, 5741-1981 per an event and total for the insurance period. The policy may include coverage for the Company itself due to claims pursuant to the securities laws, and in this regard a provision shall be added regarding the order of priorities according to which the Officers’ and directors’ right to obtain insurance compensation shall precede the Company’s right pursuant to the coverage for the Company as aforementioned. Additionally, the Company shall be entitled to purchase, per its discretion, a Run Off insurance policy for the Officers for a period not to exceed seven years, at the coverage scopes noted above.

The Officers shall be entitled to deeds of indemnification, subject to the provisions under law, at the scope of up to 25% of the Company’s equity.

The Officers shall be entitled to deed of exemption in advance pursuant to the Companies Law, and subject to the format to be approved by the General Meeting. The deeds of exemption granted pursuant to this policy shall not apply to a resolution or transaction in which the controlling shareholder of the Company or Officer in it (also an Officer other than the one for whom the deed of exemption is granted) has a personal interest.

It is hereby clarified that the aforesaid shall not derogate from the Company’s ability to grant a deed of indemnification and/or exemption also to employees who are not Key Position Employees per its discretion and subject to the law.

⁹ As of today the coverage cap is up to USD ~~420~~150 million.

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The Phoenix Holdings Ltd.

Voting Paper according to the Companies' Regulations (Written Voting and Position Announcements), 5766-2005

First Part

1. Company name:

The Phoenix Holdings Ltd. (the "Company")

2. Type of General Assembly, date, time and place for its convening:

Special General Assembly of the Company's shareholders (the "Assembly"). The Assembly shall be held on Thursday, January 4, 2024, at 17:00 at the Company's Headquarters, at 53 HaShalom Road, 20th floor (the "Company's Headquarters"). If the Assembly is postponed, it shall then convene on Thursday, January 11, 2024 at the same place and time.

3. The topic on the agenda, for which it is possible to vote via Voting Paper and a summary of the proposed decisions:

3.1 Approval of an updated Remuneration Policy for the Company office holders

For details see section 1.1 of the Assembly convention Report.

The wording of the proposed decision:

"Approve the proposed updated Remuneration Policy for the Company office holders, in the version attached as Appendix A to the Assembly convention Report, effective from 1 January 2024".

4. The place and time where the full wording of the proposed decision may be reviewed:

The full wording of the proposed decisions, the Voting Paper and the position announcements, as defined in section 88 of the Companies Law, 5759-1999 (the "Companies Law") (if there are any), may be reviewed at the Company's Headquarters, from Sundays to Thursdays during regular work hours, in prior coordination by dialing 03-7332997, and that, by the time of convening the Assembly. In addition, the Convention Report, the Voting Paper and the position announcements (if there are any) may be reviewed on the distribution website of the Securities Authority at <http://www.magna.isa.gov.il/default.aspx> (the "Distribution Website") and on the website of the Tel Aviv Stock Exchange at <http://maya.tase.co.il> (the "Stock Exchange Website").

5. The required majority for decision on the Assembly's agenda:

The majority required to make the decision on section 3.1 above is an ordinary majority (that is, a majority of over fifty percent (50%) of all the votes of the shareholders participating in the General Assembly, who are entitled to vote and who voted in it), provided that one of the following occurs: (A) The number of majority votes in the General Assembly shall include the majority of all the votes of the shareholders who

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are not the controlling shareholders of the Company or have a personal interest in the approval of the decision, participating in the vote; In counting all the votes of the aforesaid shareholders, the abstainers shall not be taken into account; or **(B)** The total number of opposing votes from among the shareholders referred to under sub-section (A) above shall not exceed the rate of two percent (2%) of the total voting rights in the Company.

6. Voting in regard to the proposed decision:

Any shareholder who wishes to participate in the vote concerning the decision on section 3.1 above, will inform the Company before voting at the meeting (by himself or through his proxy) or, if the vote is conducted by a voting paper - by marking and detailing in the designated place on the voting paper, whether he has a personal interest in the decision or not; In the second part of this Voting Paper space is allocated to mark the existence or absence of such personal interest and a place for its description, if any. A shareholder who did not mark, or marked "yes" and did not describe as stated - his vote will not be counted.

In addition, any shareholder who wishes to participate in the vote will notify (by marking in the appropriate place in the second part of this Voting Paper), whether he is an interested party in the Company, a senior officer in the Company or an institutional investor, if not.

7. The Effective Date for determining the shareholders' entitlement to participate and vote in the Assembly:

The effective date for determining the shareholders' entitlement to vote in the General Assembly according to section 182(b) of the Companies Law and according to Regulation 3 of the Companies' Regulations (Written Voting and Position Announcements), 5766-2005, is Thursday, December 7, 2023 (the **"Effective Date"**).

8. Validity of the Voting Paper:

The Voting Paper shall be valid only if the following documents are attached thereto:
An unlisted shareholder¹ - An Ownership Approval as of the Effective Date (or if an Ownership Approval has been submitted to the Company via the Electronic Voting System up to the Date and Time the System is Locked, as specified below).

A listed shareholder² - A copy of an I.D., passport or incorporation certificate.

¹ A person who has shares registered with a stock exchange member and those shares are included among the shares registered in the register of shareholders in the name of the nominee company.

² A shareholder who is registered on the Company's shareholders' registry.

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The aforementioned Voting Paper, with the documents attached thereto as specified above, shall be submitted to the Company up to four (4) hours prior to the General Assembly being convened. In this regard, the “submission date and time” is the date and time when the Voting Paper arrived with its attached documents to the Company's Headquarters.

Alternatively, an unlisted shareholder shall be entitled to submit to the Company an Ownership Approval via the Electronic Voting System up to the Date and Time the System is Locked (i.e., up to six (6) hours prior to the General Assembly being convened).

A voting paper that has not been submitted according to the provisions of this section shall be invalid.

9. Voting via the Electronic Voting System:

An unlisted shareholder is also eligible to vote by an electronic Voting Paper that shall be transmitted to the Company by the Electronic Voting System in accordance with Mark B of Chapter 7-2 of the Securities Law (the “**Electronic Voting System**” and an “**Electronic Voting Paper**”, respectively). Voting by way of an Electronic Voting Paper shall be permitted from the end of the Effective Date and up to six (6) hours prior to the General Assembly’s convening date (“**Date and Time the System is Locked**”), then the Electronic Voting System will be closed. The vote in the Electronic Voting System can be changed or canceled until the Date and Time the System is Locked and it will not be possible to change it through the Electronic Voting System thereafter.

It should be noted that in accordance with section 83(D) of the Companies Law, should a shareholder vote in more than one manner, his/her most recent vote shall count, when accordingly, a shareholder’s vote by himself, by proxy, or by an ordinary Voting Paper which will be delivered to the Company's Headquarters, shall be deemed late to voting by way of a Voting Paper or an Electronic Voting Paper.

10. The Company's address for the submission of Voting Papers and position announcements:

The Company’s Headquarters at 53 HaShalom Road, Givatayim, 20th floor, Fax: 03-7238831.

11. The deadline for submitting position announcements to the Company by the shareholders:

Up to ten (10) days prior to the Assembly being convened.

12. The deadline for submitting the BOD’s response to the position announcement:

Up to five (5) days prior to the Assembly being convened.

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13. URLs where the Voting Papers and the position announcements could be reviewed:

Distribution Website: <https://www.magna.isa.gov.il>

The Stock Exchange Website: <http://maya.tase.co.il>.

14. Ownership Approval and Voting Paper:

An unlisted shareholder is entitled to receive the Ownership Approval at the branch of the stock-exchange or by mail to his/her address, if he/she requested it. A request for this matter will be given in advance to a specific securities account. Alternatively, an unlisted shareholder may order that his Ownership Approval be transmitted to the Company through the Electronic Voting System until the Date and Time the System is Locked (as specified in section 8 above).

15. An unlisted shareholder is entitled to receive by email, free of charge, a link to the Voting Paper's wording and the position announcements (as will be provided) on the Distribution Website, from the stock-exchange member through which he/she holds his/her shares, unless the shareholder has notified that he/she does not wish to receive such link or that he/she wishes to receive Voting Papers by mail while bearing the cost; the shareholder's notice in this regard will apply to receiving position announcements as well.

In addition, every shareholder is entitled to contact Attorney Elad Sirkis (via Fax: 03-7332163 and/or Email: elads1@fnx.co.il) and receive, for no cost, the wording of the Voting Paper, or, with his/her consent, a link to the wording of the Voting Paper on the Distribution Website, as well as the position announcements that were submitted to the Company, if any.

16. Reviewing the Voting Papers and voting records through the Electronic Voting System:

One or more shareholders, who hold shares at the rate of 5% or higher of the total voting rights in the Company, as well as any other individual who holds a similar rate as mentioned of the total voting rights, which are not being held by a controlling shareholder in the Company, as defined in section 268 of the Companies Law, is entitled, by person or by proxy on his/her behalf, after the General Assembly is convened, to review, at the Company's Headquarters and on regular work hours, the Voting Papers and voting records through the Electronic Voting System received by the Company, as detailed in Regulation 10 of the Companies Regulations (Written Voting and Position Announcements), 5781-2015. The Company's regular shares quota that form 5% of the total voting rights in the Company is 12,681,996 of the Company's ordinary shares. The Company's regular shares quota that form 5% of the total voting

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rights in the Company, which are not held by a controlling shareholder of the Company is 8,477,333 of the Company's ordinary shares.

17. After the publication of this Voting Paper, there may be changes to the agenda, including adding a topic to the agenda, and position announcements may be published. The updated agenda and position announcements (if any) may be reviewed, on the Company's reports to be published on the Distribution Website.

A shareholder's request according to section 66(B) of the Companies Law to include a topic on the agenda of the General Assembly shall be submitted to the Company up to seven (7) days after the Assembly is summoned (a "**Shareholder's Request**"). Should the BOD find that a topic being requested by a shareholder for inclusion on the agenda is suitable for discussion in the General Assembly, the Company shall then prepare an updated agenda and a revised Voting Paper and will publish them no later than seven (7) days after the deadline for submitting a Shareholder's Request.

<p>A shareholder shall indicate his/her way of voting concerning any decision on the agenda on the Second Part of this Voting Paper.</p>

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**The Phoenix Holdings Ltd. (the “Company”)
Voting Paper according to the Company's Regulations (Written Voting and Position
Announcements), 5766-2005 (the “Regulations”)
Second Part**

Company name: The Phoenix Holdings Ltd.(the “Company”)

The Company's address (for submitting and sending Voting Papers): The Company's Headquarters at 53 HaShalom Road, Givatayim, 20th floor. Fax: 03-7238831.

Company registration number: 52-001745-0.

The Assembly's date: Thursday, January 11, 2024.

Type of assembly: Special General Assembly.

The Effective Date: Thursday, December 7, 2023.

Shareholder's information:

1. Shareholder's name - _____
2. I.D. number - _____
3. If the shareholder does not hold an Israeli I.D. -
Passport number - _____
The country in which it was issued - _____
Valid through - _____
4. If the shareholder is a corporation -
Corporation registration number - _____
Country of Incorporation - _____
5. Is the shareholder a stakeholder,³ a senior position holder⁴ or an institutional investor⁵?
Yes / No (If yes, specify: _____)

³ A “**Stakeholder**” - as defined in section 1 of the Securities Law, 5728-1968 (“**Securities Law**”)

⁴ A “**Senior Position Holder**” – as defined in section 37(D) of the Securities Law.

⁵ An “**Institutional Investor**” - as defined in regulation 1 of the Oversight Regulations on Financial Services (Provident Funds) (Participation of an Administrative Company in a General Assembly), 5769-2009, as well as a director of a co-investments in trusteeship fund as defined in the Co-Investments in Trusteeship Law, 5754-1994.

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Your Vote:

The topic on the agenda	Your Vote ⁶			Are you a controlling shareholder of the company or have a personal interest in the approval of the decision ⁷	
	In favor	Against	Abstained	Yes ⁸	No
Approval of an updated Remuneration Policy for the Company office holders					

Details about a personal interest in decision on the agenda:

Date: _____

Signature: _____

- For shareholders who hold shares via a Stock-Exchange member (according to section 177(1) of the Companies Law) - this Voting Paper is only valid with an Ownership Approval attached thereto, except in cases where voting is made via the Electronic Voting System.
- For shareholders who are registered on the Company's shareholders' registry - the Voting Paper is valid with a copy of an I.D./passport/incorporation certificate attached thereto.

⁶ Not marking any vote shall be deemed an absentee vote on that topic.

⁷ A shareholder who does not fill in this column, his/ her vote will not be counted.

⁸ Specify about the personal interest in the designated place below.